

2021-004981

Klamath County, Oregon



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04/01/2021 01:42:37 PM

Fee: \$127.00

AFTER RECORDING, RETURN TO:

Brandsness, Brandsness & Rudd, P.C.
Attorneys at Law
411 Pine Street
Klamath Falls, OR 97601

GRANTOR:

South Suburban Sanitary District
2201 Laverne Avenue
Klamath Falls, OR 97603

GRANTEE:

Green Acres Family, LLC
An Oregon limited liability company
21821 North Poe Valley Road
Klamath Falls, OR 97603

IRRIGATION EASEMENT

THIS IRRIGATION EASEMENT ("Agreement") dated this 1 day of April, 2021 is between South Suburban Sanitary District ("District") and Green Acres Family, LLC, an Oregon limited liability company ("Green Acres"), owner of the property as described below:

RECITALS:

A. District is the record owner of the real property located in Klamath County, Oregon, more commonly described on Exhibit A, attached hereto and incorporated herein. District has the unrestricted right to grant the irrigation easement hereinafter described relative to the said real property (the "District Property").

B. Grantee is the record owner of the real property located in Klamath County, Oregon, more commonly described on Exhibit B, attached hereto and incorporated herein (the "Green Acres Property").

C. There is a pump and irrigation delivery system on District Property, which accesses irrigation water from Lost River. The irrigation pump, pump delivery system and water are for the beneficial use of Green Acres Property.

AGREEMENT:

In consideration of the covenants and conditions set forth in this Agreement and other good and valuable consideration, the parties agree as follows:

1. **Grant of Easement.** District grants to Green Acres an easement across District property to the pump for the installation, maintenance and repair of the pump and Green Acres' water delivery system. Said easement shall be perpetual and run with the ownership of Green Acres property. The easement is more particularly described on Exhibit C, attached hereto and incorporated herein, which delineates the water delivery system and the irrigation pump.

2. Green Acres, its heirs, successors and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and other equipment, as well as pay for the electricity, which serves Green Acres Property and shall repair or pay for, at its sole expense, any damage done to District Property, and such maintenance, repair and replacement. Green Acres, its heirs, contractors and invitees, shall use the easement solely for access to and maintenance of the pump and irrigation system.

3. District reserves the right to use the property covered by this irrigation easement for its own agricultural purposes in preparing for, maintaining, and operating its water reuse program. The parties shall cooperate during periods of joint use, so that each party's use shall cause a minimum of interference to the other; however, in case of conflict, District's right of use shall be dominant.

4. Upon showing of good cause, District reserves the right to relocate the irrigation delivery system at any time and, in such case, shall relocate the water delivery system at such new location in as good or better location as existed at the original location. If the water delivery system is relocated, District may record an instrument indicating the relocated irrigation easement and such instrument shall serve to amend this easement and eliminate any rights of Green Acres in the original easement. Such amendment of the description shall be effective whether or not signed by Green Acres, however, Green Acres shall execute it, or such other document necessary to indicate relocation of the irrigation easement, when and if requested by District.

5. Green Acres agrees to indemnify, defend and hold District harmless, and defend District from any loss, claim, or liability to Green Acres, its employees, independent contractors, invitees, in any manner, out of Green Acres' use of the easement. Green Acres assumes all risks arising out of their use of the easement and District shall have no liability to Green Acres or others for any condition existing thereon.

6. This easement is appurtenant and for the benefit of the Green Acres Property and shall be perpetual and shall not terminate the periods of non-use by Green Acres. This easement may be terminated upon written agreement by District and Green Acres, their heirs, successors, and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

8. **Miscellaneous.**

8.1 This Agreement may be amended only by an instrument in writing executed by all the parties.

8.2 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

8.3 Electronic and Facsimile Signatures. Electronic and facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission (including pdf or any electronic signature complying with the U.S. Federal E-Sign Act of 2000, e.g., www.codesign.com). Such delivery will be the same as delivery of an original. At the request of any party, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

8.4 Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

8.5 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

8.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

8.7 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.


8.8 Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

8.9 Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

8.10 Severability. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

IN WITNESS WHEREOF, the parties have executed this Agreement on the effective date set forth above.


SOUTH SUBURBAN SANITARY DISTRICT


By: Jim Bellett
Its: Chairman of the Board

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on this 23 day of march, 2021 by Jim Bellett, Chairman of South Suburban Sanitary District and acknowledged the foregoing instrument to be his voluntary act. Before me:




Notary Public for Oregon
My Commission expires: may 3, 2024

GREEN ACRES, LLC


By: Janel Bocchi
Its: Authorized Member

STATE OF OREGON. County of Klamath) ss.

This instrument was acknowledged before me on this 29 day of march, 2021 by Janel Bocchi, Authorized Member of Green Acres Family, LLC, and acknowledged the foregoing instrument to be her voluntary act. Before me:



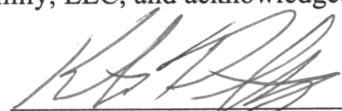

Notary Public for Oregon
My Commission expires: may 3, 2024

EXHIBIT A

South Suburban Sanitary District Property

(DRAFT)

Tax Accounts 3911-v1900-00100 and 3911-v1900-00300

EXHIBIT B

Green Acres Property

The following property lying in Township 39 South, Range 11 ½ East of the Willamette Meridian:

Section 20: Government Lot 1 and Government Lot 2 EXCEPTING THEREFROM the right of way for Lost River Channel Improvement described as follows:

All that portion of Lots 2, 3, and 4 of Section 20, Township 39 South, Range 11 ½ East of the Willamette Meridian included in a strip of land 260 feet in width extending 130 feet on each side measured at right angles to the centerline of the Lost River Channel Improvement, said centerline beginning at a point in Lot 7, Section 20, Township and Range aforesaid, from which the section corner common to Sections 16, 17, 20 and 21, Township and Range aforesaid bears North 28°25' East a distance of 4721.4 feet, and running thence North 86°18' West a distance of 260.0 feet; thence a strip of land 350 feet in width extending 175 feet on each side measured at right angles to the centerline of the Lost River Channel Improvement, said centerline running thence North 86°18' West a distance of 943.1 feet; thence on a curve left with a radius of 955.4 feet a distance of 290.5 feet, measured on 100 foot chords; thence South 76°16' West a distance of 243.00 feet; thence on a curve left with a radius of 716.8 feet a distance of 531.7 feet measured on 100 foot chords; thence South 33°44' West a distance of 130.5 feet; thence on a curve right with a radius of 573.7 feet a distance of 626.0 feet measured on 100 foot chords thence on a curve left with a radius of 573.7 feet a distance of 316.2 feet, more or less, measured on 100 foot chords to a point on the West boundary line of Section 20, Township and Range aforesaid at which point the tangent to the curve bears South 64°43' West and from which point the section corner common to Sections 19, 20, 29 and 30, Township and Range aforesaid, bears South a distance of 451.8 feet, more or less.

TRU SURVEYING LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

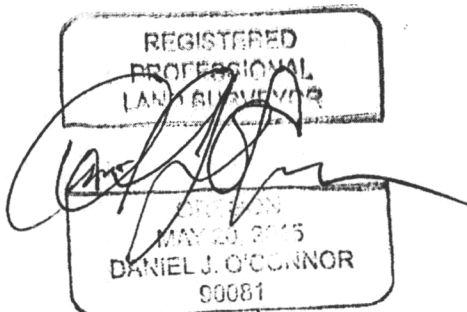


JANUARY 26, 2021


LEGAL DESCRIPTION OF IRRIGATION EASEMENT

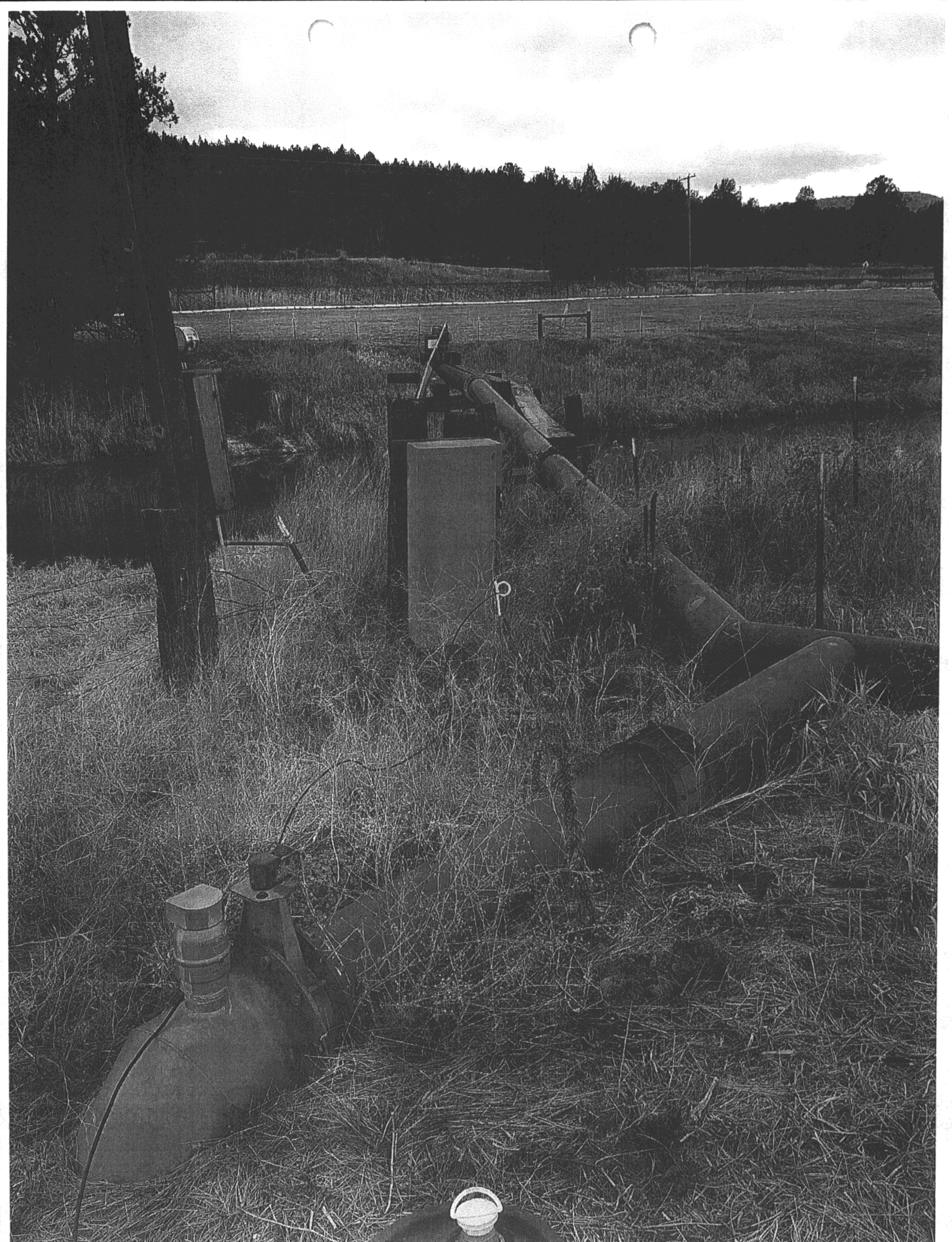
A 20 FOOT WIDE IRRIGATION EASEMENT SITUATED INN THE SE1/4 OF SECTION 19, T39S, R11 1/2EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE LOST RIVER, SAID POINT BEARS S16°10'29"W 5099.25 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19; THENCE, ALONG AN EXISTING PIPELINE THE FOLLOWING COURSES, N61°13'49"E 74.50 FEET, S70°38'00"E 779.77 FEET, S77°43'15"E 49.58 FEET, N53°44'53"E 689.12 FEET AND N77°58'06"E 34.6 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SECTION 19, WITH THE SIDE LINES OF SAID EASEMENT BEING EXTENDED OR SHORTENED TO END ON THE EAST LINE OF SECTION 19. BEARINGS ARE BASED ON THE OREGON COORDINATE REFERENCE SYSTEM FOR THE BEND - KLAMATH FALLS ZONE.



RENEW: 1/1/2023


DANIEL J. O'CONNOR P.L.S. 90081



GENERAL ELECTRIC

TRI ^{SS}CLAD[®] INDUCTION MOTOR

MODEL 5K4284XE22

SER NO. SSJ501286

HP 10

SERVICE FACTOR 1.15

FL RPM

1760

VOLTS

208-220/440

PHASE 3

220 V MOTORS ARE USABLE
ON 208 V NETWORK SYSTEMS

**CURRENT
AT 208 V**

39 AMP

CYCLES 60

FL AMP

39.4/19.7

TYPE

FRAME

2840

NEMA CLASS
DESIGN

CODE F

C RISE

10

TIME RATING

CONT

DRIVE END
AFBMA BRG

50B003XAA

OPP DRIVE END
AFBMA BRG

40B003XAA

WHEN ORDERING RENEWAL PARTS GIVE MOTOR MODEL NUMBER
SCHENECTADY, N. Y. MADE IN U. S. A.



CONNECTIONS FOR VOLTAGES
SHOWN ON MAIN NAMEPLATE
LOWER VOLTAGE HIGHER VOLTAGE

19 374

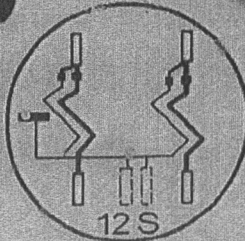
Aclara
kV2c



VO

LISTED
E362579

Enhanced Power Supply
Electric Utility Watt-hour Meter



Silver Spring Networks

0013500500646E7C

Contains:
MODEL No: NIC511-0302
FCC ID: OWS-NIC511-03
IC: 5975A-NIC51103



PACIFICORP



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TV 120

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