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Fee: \$117.00

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**Grantor:**  
Denny Paschke  
P.O. Box 1107  
Waldport, OR 97934

**Grantee:**  
Aguila G-Boys MR542, LLC,  
an Oregon limited liability company  
17072 W Indian School Rd  
Goodyear, Az. 85395

### IRRIGATION EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of June, 2022, by and between Denny Paschke, whose address is 16811 Anderson Road, Merrill, OR 97633, hereinafter called Grantor, and Aguila G-Boys MR542, LLC, an Oregon limited liability company, whose address is 17072 W Indian School Road, Goodyear, AZ 85395, hereinafter called Grantee:

### WITNESSETH

WHEREAS, Grantor is the record owner of real property in Klamath County, State of Oregon, legally described on the attached Exhibit "A" and have the unrestricted right to grant the easement hereinafter described relative to said real property.

In consideration for Grantee paying Grantor \$1,147.84, Grantor conveys to Grantee, its heirs, successors, and assigns, a perpetual, non-exclusive easement across the property of the Grantor, more particularly described as the westerly twenty-feet (20') of Grantor's property and further and delineated on the attached Exhibit "B."

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors, and invitees shall use the easement to construct, reconstruct, maintain, repair, and replace an irrigation main line and associated infrastructure upon the easement for the benefit of the real property of the Grantee, legally described on the attached Exhibit "C." Attached as Exhibit "D" is a map showing the location of the easement (from X-ING #3 to X-ING #5) and the real properties of Grantor and Grantee.

2. Grantor reserves the right to use and maintain its land and may grant use rights for use by third parties, so long as such rights do not interfere with the rights of the Grantee. The parties should corporate between periods of joint use so that each party's use shall cause a minimal inference to the others.

3. Grantee agrees to indemnify and defend Grantor from any loss, claim, or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of its use of the easement, and Grantor shall have no liability to Grantee or others for any condition existing thereon.

4. Grantor may not relocate the irrigation piping and fixtures. Should Grantor damage the irrigation infrastructure, Grantor shall reconstruct the infrastructure in as good or better condition as existed prior.

5. This easement is appurtenant and for the benefit of the real property owned by Grantee and described on the attached Exhibit "C."

6. Grantor shall be granted beneficial use of the well water in the irrigation project and shall have seasonal water allocation priority use rights, second to Grantee's irrigation requirements. If the Oregon Water Resource Department (OWRD) restricts the amount of water allowed to be pumped from the well, Grantee's rights shall be superior.

7. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantor and Grantee, their heirs, successors, and assigns.

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

9. Miscellaneous

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

9.2 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.

9.3 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](http://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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.



Exhibit A – Paschke Property

An area of land in the Southeast 1/4 of Section 36, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

The Southeast 1/4 of Section 36, excepting therefrom that portion conveyed to the United States of America by deed dated January 20, 1909, recorded March 5, 1909 in Book 25, page 571, Deed Records of Klamath County Oregon.

An area of land in the Northeast 1/4 of Section 1, Township 41 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

The North 1/2 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4, and the Southwest 1/4 of the Northeast 1/4 of Section 1, all lying Northerly of the Klamath Irrigation District Canal.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 11, 2019  
ANDREW A. PAUL  
84952

EXPIRATION DATE: 12/31/22

Exhibit B – Paschke Sections 1 & 36

A strip of land 20.00 feet in width situated in the W½SE¼ of Section 36, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being 10.00 feet on both sides of the following described centerline:

Beginning at a 1" iron pipe marking the North ¼ corner of said Section 36, which bears North 89°46'16" East 2647.14 feet from a 5/8" iron rod marking the Northwest corner of said Section; thence South 00°26'48" East 4645.21 feet to a point on the East line of the USBR 7-B-1 drain and the **True Point of Beginning**; thence North 90°00'00" East 74.24 feet; thence South 00°00'00" East 629.66 feet, more or less, to the North right of way line of Anderson Road.

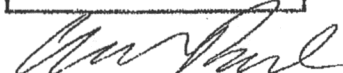
Together with the following:

A strip of land 20.00 feet in width situated in the NE¼ of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being 10.00 feet on both sides of the following described centerline:

Beginning at a 5/8" iron rod marking the Southeast corner of the land described as Parcel 7 of Klamath County Deed Document No. 2018-009124, which bears North 89°46'29" East 1105.00 feet from a 5/8" iron rod marking the Southwest corner of said deed record; thence South 80°14'34" East 346.13 feet to a point on the South right of way line of Anderson Road and the **True Point of Beginning**; thence South 0°00'00" East 18.72 feet; thence South 45°00'00" West 60.30 feet; thence South 0°39'33" East 1798.36 feet, more or less, to the North right of way line of the Bureau of Reclamation Little Adams Canal.

EXCEPTING therefrom any portion lying within the right of way of Bureau of Reclamation canals, drains, or ditches.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 11, 2019  
ANDREW A. PAUL  
84952

EXPIRATION DATE: 2/31/22

Exhibit C – Agulla Properties

An area of land in the Northwest 1/4 of Section 36, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

The Northwest 1/4 of Section 36, except the following:

- A. That portion of the South 1/2 of the Northwest 1/4 of Section 36, lying and being Southerly and Westerly of the Klamath Irrigation District Drain right-of-way which crosses said South 1/2 of the Northwest 1/4.
- B. That portion of the Northwest 1/4 of the Northwest 1/4 lying and being North of the United States "D" Canal right-of-way.
- C. That portion of the Northwest 1/4 of the Northwest 1/4 described as follows:  
Beginning at the intersection of the Section line between Sections 35 and 36 in said Township and Range and the right-of-way line of the South side of said canal; thence South along said section line 305.5 feet; thence East 714 feet; thence North parallel to said Section line to the said South right-of-way line of said canal; and thence Westerly along said right-of-way line of said canal to the point of beginning.
- D. Any portion lying within the boundaries of Taylor Road, Anderson Road and Bureau of Reclamation canals, drains or ditches.

An area of land in the Southwest 1/4 of Section 36, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

The East 1/2 of the Southwest 1/4 of Section 36, saving and excepting therefrom the following described parcel:

Beginning at the Southeast corner of said Southwest 1/4, said point of beginning being on the North right-of-way line of existing county road; thence Northerly along the Westerly right-of-way line of the existing canal a distance of 600 feet; thence Westerly a distance of 200 feet; thence South and parallel to the Westerly right-of-way line of said canal a distance of 600 feet to the Northerly right-of-way line of the County Road; thence East along said Northerly right-of-way line a distance of 200 feet, more or less, to the point of beginning. Also saving and excepting any portion conveyed to the United States of America for ditches, canals, drains, or laterals.

An area of land in the East 1/2 of Section 1, Township 41 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

All that portion of the South 1/2 of the Southeast 1/4 lying North of the Burlington Northern Railroad, and that portion of the Southwest 1/4 of the Northeast 1/4 lying Southerly of the Klamath Irrigation District Canal, and also the North 1/2 of the Southeast 1/4. Excepting therefrom that portion deeded to the United States recorded October 13, 1908 in Volume 25, page 135, Deed Records of Klamath County, Oregon.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Andrew A. Paul*  
OREGON  
JULY 11, 2012  
ANDREW A. PAUL  
84982

EXPIRATION DATE: 12/31/22



