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Fee: \$102.00

Recording Requested By:

Klamath Drainage District
P.O. Box 1090
Klamath Falls, Oregon 97601

Space above this line for Recorder's use

GRANT OF SOLAR EASEMENT AND AGREEMENT

FOR AND IN CONSIDERATION of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **LISKEY FARMS INC**, an Oregon corporation, with a principle place of business at 4000 Lower Klamath Lake Road Klamath Falls, Or 97603 ("**GRANTOR**"), does hereby bargain, sell, convey and grant to **Klamath Drainage District**, an Oregon drainage district, with a principle place of business at 4240 Highway 39, Klamath Falls, Oregon 97603 ("**GRANTEE**"), the following easements and rights-of-way (collectively, the "Easement"), to be used as hereinafter described in connection with the installation, construction, re-construction, operation, inspection, maintenance, repair and replacement of (i) solar panels, solar energy systems and associated infrastructure, (collectively the "Solar Infrastructure"); and (ii) a permanent right-of-way (the "Right-of-Way") over and across Grantor's property for purposes of constructing, maintaining, repairing, re-constructing and accessing the Solar Infrastructure, all as more particularly described herein:

1. **Grant of Easement:** GRANTOR HEREBY GRANTS AND CONVEYS to Grantee a perpetual Easement and Right-Of-Way for access to and across, and for the temporary or permanent installation, construction, reconstruction, operation, inspection, maintenance, repair, and replacement of the Solar Infrastructure to be situated over, under, across and through a portion of Grantor's land located in the SW1/4 SW1/4 of Section 35, Township 40 South, Range 9 East, E.W.M, the boundaries of the property burdened by said Easement, being more particularly described as follows (the "Easement Property"):

LEGAL DESCRIPTION OF EASEMENT

AN EASEMENT, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN VOLUME 291 AT PAGE 426 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE SW1/4 SW1/4 OF SECTION 35, T40S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 35, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 35 BEARS NS 9° 1' 7" 18"W 817.15 FEET; THENCE, LEAVING THE SAID SOUTH LINE, NORTH 72.83 FEET TO A FENCE CORNER; THENCE, ALONG A FENCE LINE THE FOLLOWING COURSES, N52 ° 19 I 08"E 109. 25 FEET, N70 ° 27 I 38"E 101. 7 9 FEET AND N67°21'57"E 94.13 FEET TO A POINT ON THE SOUTHWESTERLY BANK OF THE NORTH CANAL; THENCE S2.5°01'45"E, ALONG THE SAID BANK, 236.70 FEET TO A POINT ON THE SAID SOUTH LINE OF SECTION 35; THENCE N89° 17' 18"W 369.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ANY PORTION WITHIN THE RIGHT OF WAY OF TOWNSHIP ROAD.

BEARINGS ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM – SOUTH ZONE #3602.

AS DEPICTED ON MAP EXHIBIT "A" ATTACHED HERETO.

2. **Access Rights:** Grantee, its employees, contractors, and agents shall have reasonable access to the Easement Property over and through the Property for the purposes of installing, inspecting, maintaining, repairing, and replacing the Solar Infrastructure.

3. **Restoration:** Grantee agrees that following installation, construction, and repair of the Solar Infrastructure associated with the Easement, Grantee, at its sole expense, shall repair and restore the Easement Property or any other property of Grantor disturbed by Grantee in connection with the installation, construction, and/or repair of the Solar Infrastructure, to the reasonable satisfaction of Grantor, with the exception that the area occupied by the Solar Infrastructure and the Right-of-Way providing access thereto, shall be permanently encumbered as described herein and shown on the attached Exhibit A.

4. **Compliance with Codes, Ordinances, and Laws:** Grantee shall, at Grantee's sole expense, install, construct, and maintain the Solar Infrastructure in conformance with all relevant ordinances, codes, and laws.

5. **Grantee's Maintenance of Easement Property:** Grantee shall have the right, without compensation to the Grantor, to cut and to keep clear all trees, brush, native growth or foliage and any and all other obstructions within the Easement that may, in the Grantee's opinion, endanger, hinder or conflict with its rights, including the interference and obstruction of sunlight to the Solar Infrastructure, under the Easement granted herein.

6. **Fencing:** Grantee, or agents under the direction of the Grantee, shall, if deemed necessary, acquire, install, and construct, at Grantee's sole cost and expense, adequate fencing around the Solar Infrastructure as is necessary to protect or restrict access to those fixtures.

7. **Use and Enjoyment of Easement Property:** Grantor reserves the right to use and enjoy the Easement Property subject to terms of this Grant of Easement and Grantee's rights hereunder, provided that Grantor shall not construct any permanent buildings or other structures or improvements within the Easement Property, or plant any trees or shrubs that would obstruct or interfere with Grantee's Solar Infrastructure, or otherwise take or allow any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Easement and Right-of-Way.

8. **No Warranties as to Suitability:** Grantee takes the Easement as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Grantor makes no representations or warranties regarding the environmental condition of the Easement Property or the Easement.

9. **Amendment or Termination of Easement:** The Easement, and related covenants or restrictions contained in this instrument may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, and any such termination, extension, modification, or amendment shall be effective only on recordation in the official records of Klamath County, Oregon, of a written document effecting the same, executed and acknowledged by Grantor and Grantee.

10. **Warranty of Authority:** Grantor represents that it owns the Easement Property and has the right and authority to execute this instrument and grant the Easement as provided herein.

11. **Binding Affect:** The Easement and related covenants and restrictions contained herein (whether affirmative or negative in nature) shall: (a) create an equitable servitude on the Easement Property in favor of Grantee, (b) constitute a covenant running with the land of Grantor burdened by the Easement, and (c) be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest and assigns.

(Signature page to follow)

Unofficial
Copy

WITNESS, the hand of Grantor this 18 day of August, 2025.

GRANTORS:

Wiley James Lee
Liskey Farms, Inc.
By: *Wiley James Lee*
Its: *Wiley James Lee*

GRANTEE:

Klamath Drainage District

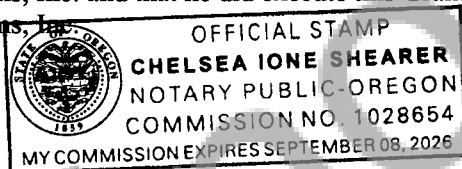
By: William Walker
Its: President

STATE OF OREGON)

:SS

COUNTY OF KLAMATH)

On this 18 day of August, 2025, personally appeared before me Chelsea Shearer, who by me being duly sworn, did say that he is the President of Liskey Farms, Inc. and that he did execute this Grant of Solar Easement with authority of and on behalf of Liskey Farms, Inc.



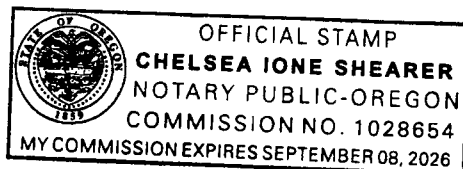
~~Notary Public~~

STATE OF OREGON)

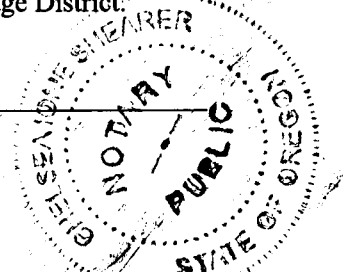
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COUNTY OF KLAMATH)

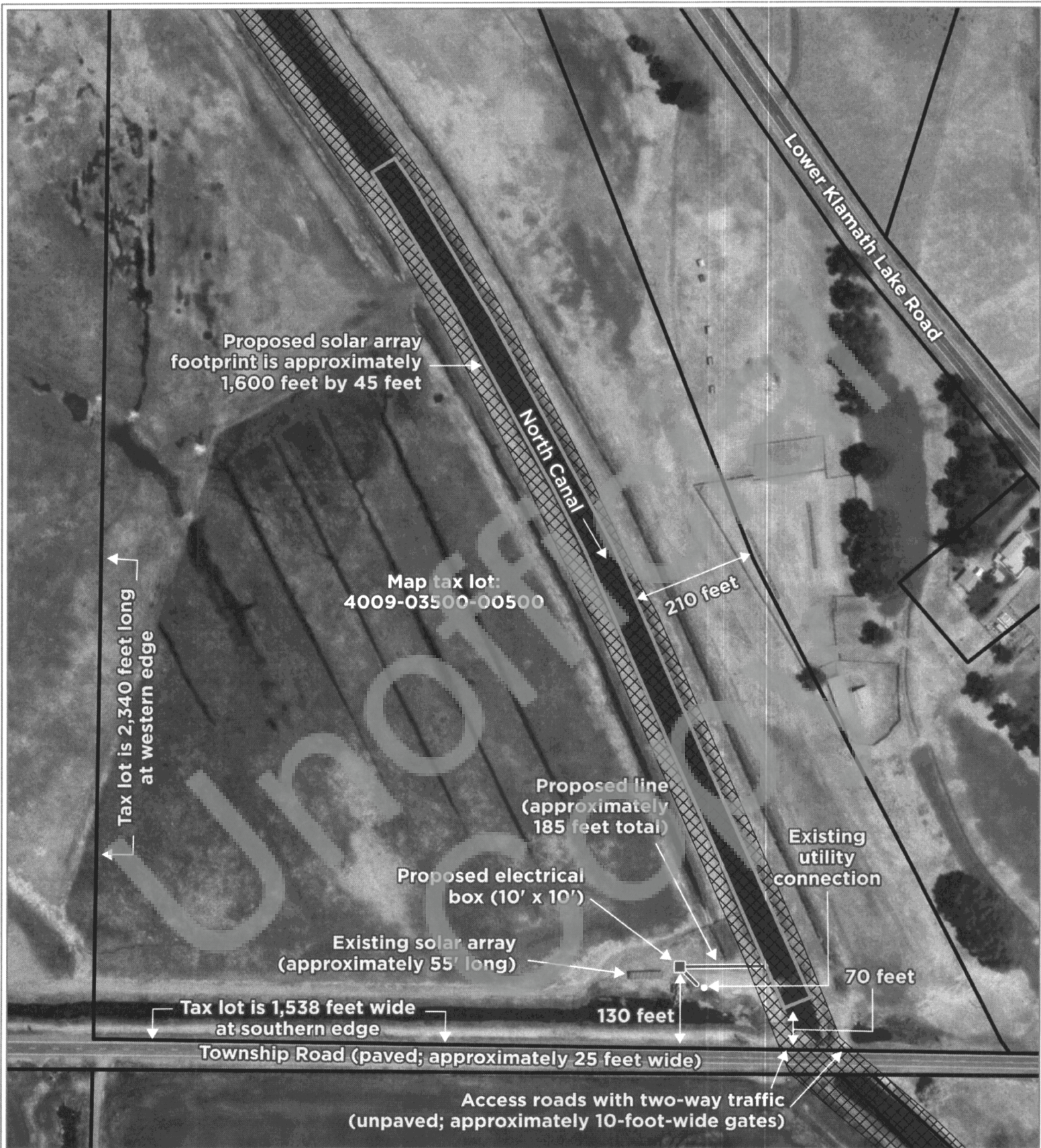
On this 18 day of August, 2025, personally appeared before me Chelsea Shaver who by me being duly sworn, did say that he is the President of Klamath Drainage District and that he did execute this Grant of Solar Easement with authority of and on behalf of Klamath Drainage District.



Notary Public

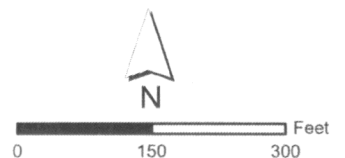


Oregon requirements: https://oregon.public.law/statutes/ors_105.895



**Canal Solar
Klamath
Drainage
District**

- Proposed electrical box
- Proposed electrical line
- Proposed solar array location
- Tax lot
- ▨ 100-foot-easement (50 feet to each side of canal centerline)



Map Date: 8/17/2025; Credits: FCA, Esri and Klamath County GIS tax lot download 7-29-25
KDD_CanalSolar.aprx, KDD Solar CUP