Partial Release of AGREEMENT HOR EASEMENT

28-01402

llth February THIS AGREEMENT, Made and entered into this document ENTERPRISE TRRICATION DISTRICT day of by and between

hereinafter called the first party, and TED W. DRESS and DARLENE L. DRESS, husband and wife, , hereinafter called the second party;

WITNESSETH: easement no 10er of the fellowing described rout where in County, State of Oregon, to-wit:

A relocated irrigation easement, together with the rights therein, as established in document recorded January 11, 1972 in M-72 at page 342, between bernard H. Donaca and Charlotte M. Donaca, husband and wife, to the State of Uregon, by and thru its State

said first party partial release of and the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

relocatedirit Prigrides by shement assign and set profitous: esecond party a partial release of a The Southwesterly 16.2 feet (measured at right angles to and) lying parallel to South Sixth Street (also known as Highway #140), of the following described parcel as referred to in above said document M-72 at page 342 as Parcel 2, to-wit: A parcel of land lying in the NEiSWi of Section 1, Township 39 South, Hange 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that deed to Bernald H. Donaca and Charlotte M. Donaca, recorded in Book 292, page 264 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land extending from a line at right angles to the center line of the relocated Klamath Falls Lakeview Highway at Engineer's Station 149+50 to a line at right angles to said center line at Engineer's Station 149+85; said strip of land being 38 feet in width, lying between lines which are parallel with and 44 feet Southwesterly and 82 feet Southwester

of said center line, which center line is described in Parcell of dead recorded in * (Insert here a full description of the nature and type of the easement granted to the second party of the nature and type of the easement of the second party shall have all rights of the second party of BYANKANA असी अमुहार प्रमुख अस्प्राधाक्षेत्र necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

EXCEPTENENT TO THE THE THE THE THE THE THE PARTY Shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

*M-72 at page 342.

The parcel of land to which this description applies contains 1,330 square feet, more or less.

Said second party is the current record owner of the property said easement affects by deed recorded July 5, 1973 in M-73 at page 8495. Said portion being released is a strip measured $38^{\circ} \times 16.2^{\circ}$ as shown on attached map hereto.

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This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parkets hereto have subscribed this instrument hadaplacate on this, the day and year first hereinabove written.

STATE OF OREGON, County of, 19			ь	STATE OF OREGON, County of Klamath) ss. February 11 ,19 75 Personally appeared Dean Marcum who, being duly swo each for himself and not one for the other, did say that the former is president and that the latter is secretary of Enterprise Irrigation Districtorporate and that the seal allized to the foregoing instrument is the corporate of said corporation and that said instrument was signed and scaled in being of said corporation by, authority of its board of directors; and each of the acknowledged soid instrument to be its voluntary act and deed.			
(OFFICIAL SEAL)	Notary Public for Oregon My commission expires:			Refore me: Notary Public for Oregon My commission expires:	· Hang	(OFFICE SEAL	IAL
AGREEMENT FOR FASEMENT	FORM No. 976) \$120-015-105-105-106-106-106-106-106-106-106-106-106-106	ONA	STATE OF OREGON	County of certify that the within instrument was received for record on the day of at o'clock M, and recorded in book on page, Record of file number of said County.	Witness my hand and seal of County affixed. Title.	BY Deputy. AFTER RECORDING RETURN TO TRANSAMERICA TITLE INSURANCE C. 600 MAIN ST.	KLAMATH FALLS, OREGON 97601
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