

200 FEB -8 AM 11: 25

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 7 day of February 2000, by and between JOHN E. JOHNSON AND DEBORAH A. JOHNSON as First Party and KLAMATH IRRIGATION DISTRICT, as Second Party,

WITNESSETH

WHEREAS: The parties are the record owners of the following described real estate in Klamath County, State of Oregon:

SEE ATTACHED EXHIBIT "A"

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; NOW THEREFORE, in view of the premises and in consideration of \$1.00 by the Second Party to the First Party paid and other valuable considerations, the receipt of all which is hereby acknowledged by the First Party, they agree as follows:

The First Party grants to the Second Party an easement for ingress, egress and maintenance of the U. S. B. R. C-4 (E-5) Lateral , over and across a portion of the above described parcel, described as follows:

A parcel of land situated in the SE1/4 of Section 33, Township 39 South, Range 9 E. W. M., Klamath County, Oregon, described as follows:

Being that portion of Deed Volume M93 at page 34390, Microfilm Records of Klamath County, Oregon, lying Southerly of the of U.S.B.R. C-4 (E-5) Lateral Right of Way, Easterly of the Washburn Way right of way and Northerly of the Old Midland right of way.

The parties shall have all rights of ingress and egress to and from said real estate the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the parties use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted the parties shall have the full use and control of the above described real estate as to their respective parcels.

The parties agree to hold each other harmless from any and all claims of outside parties arising from the rights herein granted.

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Return To:

KLAMATH IRRIGATION DISTRICT
6640 KID LANE
KLAMATH FALLS, OR 97603

The easement described above shall continue above for a period of perpetuity.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of the respective parcels.

During the existence of this easement, those holders of an interest in this easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set hands on this, the day and first year hereinabove written.

John E. Johnson

Deborah A. Johnson

Witnessed before me this 2nd day of February, 2000 by John E. Johnson and Deborah A. Johnson as their voluntary act and deed.

Sandra L. Ensor seal Notary Public for Oregon

By-

DAVE SOLEM

Manager

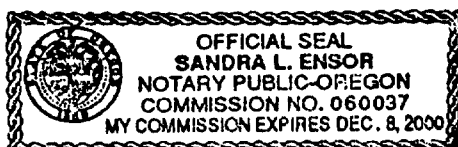
Witnessed before me this 8th day of February, 2000 by DAVE SOLEM

as MANAGER of Klamath Irrigation District as their Voluntary act and deed.

BY-

Sandra L. Ensor

seal Notary Public for Oregon



4099

EXHIBIT 'A'
LEGAL DESCRIPTION

Tract 1358, situated in the W1/2 SW1/4 of Section 34, and the E1/2 SE1/4 of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the initial point as marked by a 2" x 30" galvanized iron pipe with hub and tack and O.L.S. 2442 Washer, from which the section corner common to Sections 33 and 34 bears North 89 degrees 54' 58" East 371.65 feet, South 00 degrees 10' 55" East 877.97 feet and South 84 degrees 33' 41" East 321.46 feet; thence North 89 degrees 54' 58" East 371.65 feet; thence South 00 degrees 10' 55" East 877.97 feet to the Northerly right of way line of Midland Road; thence along the right of way line of Midland Road South 89 degrees 54' 58" West 320.00 feet to a point on the section line common to Sections 33 and 34, South 89 degrees 57' 30" West 260.78 feet to the easterly right of way line of Washburn Way; thence along said Easterly right of way line North 00 degrees 10' 55" West 410.01 feet, along the arc of a curve to the right (radius equals 542.96 feet and central angle equals 36 degrees 38' 00") 347.15 feet North 36 degrees 27' 05" East 108.01 feet, along the arc of a curve to the left (radius equals 602.96 feet and central angle equals 06 degrees 27' 49") 68.02 feet to the point of beginning; that I made such survey by order of and under the direction of the owners thereof; that the size of all lots and the width of all streets are as shown on the annexed map, and that all lot corners and angle points are marked with iron pins and wooden witness stakes.

State of Oregon, County of Klamath
Recorded 2/08/00, at 11:25 A m.
In Vol. M00 Page 4097
Linda Smith,
County Clerk Fee\$ 31.00