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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this _____ day of _____, 2003
by and between David A. and Cynthia L. Hamel
hereinafter called the first party, and Klamath County and Klamath Irrigation District
hereinafter called the second party; parties;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in _____
County, State of Oregon, to-wit:

All that portion of the NW 1/4 of Section 28, Township 40 South, Range
10 East of the Willamette Meridian which lies Southwesterly of the
Southwesterly line of the Union Pacific Railroad (Formerly the Southern
Pacific Railroad) Right of Way.

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 One Dollar (\$1) by the second
party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party parties

An Non-Exclusive Easement for access to and the use and maintenance of
an existing drainage ditch said easement is described as follows:

A parcel of land situated in Section 28, Township 40 South, Range 10 East
of the Willamette Meridian, Klamath County, Oregon, being more particularly
described as follows:

Being at a point on the east right of way line of Chin Road, said point
being the intersection point of said east line with the east-west center
section line of said Section 28 from which the West 1/4 corner of said
section 28 bears N89°51'51" West 30.00 feet; thence along said center
section line South 89°51'51" East 502.62 feet; thence leaving said
center section line North 00°18'16" West 40.20 feet; thence North 89°51'51"
West 501.61 feet; thence South 00°18'16" East 40.20 feet to the point of
beginning, containing .46 acres more or less.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from 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 second party's 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 first party shall have the full use and control of the above de-
scribed 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.

The easement described above shall continue for a period of perpetuity, always subject,
however, to the following specific conditions, restrictions and considerations:

NONE

9-12-03
OK
DW

State of Oregon, County of Klamath
Recorded 10/24/03 1:33 Pm
Vol M03 Pg 79061-62
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

ret: adkins consulting

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

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and second party's right of way shall be parallel with the center line and not more than feet distant from either side thereof.

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 responsible shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party being responsible for% and the second party being responsible for%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the 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 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 and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated 10-20-03, 2003

David A. Hamel
David A. Hamel
Cynthia L. Hamel
Cynthia L. Hamel, First Party

Not Required KCPW
Klamath County
Adrian
Klamath Irrigation District

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on 10-20-03, 2003
by David A. Hamel and Cynthia L. Hamel, First Party

This instrument was acknowledged before me on 10-20-03, 2003

by
as
of



Margaret John
Notary Public for Oregon
My commission expires 9/12/06

AGREEMENT FOR EASEMENT

BETWEEN

David A. Hamel

Cynthia L. Hamel

AND

Klamath County

Klamath Irrigation District

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of

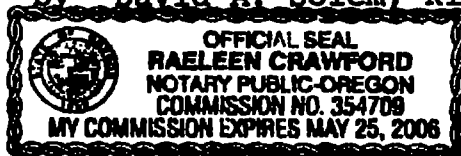
I certify that the within instrument was received for record on the day of, 19....., at o'clockM., and recorded in book/reel/volume No..... on page or as fee/file/instrument/microfilm/reception No., Record of of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me on 10-20-03, 2003
by David A. Solem, Klamath Irrigation District



Raeleen Crawford
Notary Public for Oregon
My Commission Expires: 5-25-06

STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me on _____, 2003
by _____, Klamath County

Notary Public for Oregon
My Commission Expires: _____