

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS.

EASEMENT

Between

David A. Hamel Cynthia L. Hamel

And

Ryan Hamel

SPACE RESERVED
FOR
RECORDER'S USE

2019-003509

Klamath County, Oregon

04/01/2019 01:43:01 PM

Fee: \$87.00

STATE OF OREGON

County of ---

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/filè/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

After recording, return to (Name, Address, Zip):

Ryan Hamel
18181 Chin Rd Klamath Falls, OR 97603

THIS AGREEMENT made and entered into on March 29 2019, by and between David A. Hamel and Cynthia L. Hamel hereinafter called the first party, and Ryan Hamel

, hereinafter called the second party, WITNESSETH:

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

Parcel 2 of Land Partition 9-12, being a replat of Parcel 3 of Land Partition 15-94 as adjusted by Property Line Adjustment 17-02, situated in the S1/2 and NW1/4 of Section 28, Township 40 South, Range 10 E.W.M., Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

That portion of the E1/2 of the NW1/4 of Section 33, Township 40 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon, lying North and East of the East line of the U.S.B.R. "C" Canal.

NOW, THEREFORE, in view of the premises and in consideration of \$1.00 _____ by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit: An easement over and across the Ditchrider Road that runs along the U.S.B.R "C" Canal as shown on the attached map for ingress and egress.

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)



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 described real estate.

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

The period of this easement shall be perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

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:

and the 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, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, 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 responsible for _____ % and the second party responsible for 100 %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who 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 parties hereto but also their respective heirs, executors, administrators, assigns, 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 have hereunto set their hands in duplicate on the day and year first written above.

David A. Hamel
Cynthia L. Hamel
 FIRST PARTY



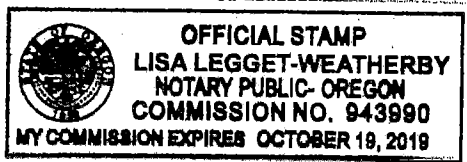
STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on March 29 2019
 by David A. Hamel and Cynthia L. Hamel
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

Ryan Hamel
 Ryan Hamel

Lisa Legget-Weatherby
 Notary Public for Oregon
 My commission expires 10/19/19

SECOND PARTY

STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on March 29 2019
 by Ryan Hamel
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Lisa Legget-Weatherby
 Notary Public for Oregon
 My commission expires 10/19/19