

2006-016764
Klamath County, Oregon



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Fee: \$36.00

Recording requested by: Christy A. Cummings
P.O. Box 41
Klamath Falls, OR 97601

When recorded mail to: The Above

Space above this line for recorder's use

EASEMENT AGREEMENT

Preamble

This agreement made this day of 8-11-06, 2006, by and between John and Jacquelyn Butcher, hereinafter referred to as "Grantor", and Christy Ann Cummings, hereinafter referred to as "Grantee".

Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Klamath Falls, Klamath County, State of Oregon, hereinafter referred to as the "Servient Tenement", and described as follows:

Tax Lot 4200, Township 39 South, Range 9 East, Section 10AA of the Willamette Meridian;

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW THEREFORE, it is agreed as follows:

Grant of Easement

1. Grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

2. The easement granted herein is an easement in gross.

Description of Easement

3. The easement granted to the Grantee, the Grantee's personal representatives, successors or assignees herein, is a right to install a new 1-inch water serviceline, and the right to enter upon the Servient Tenement, at reasonable times, and in a reasonable fashion, for purposes of maintenance, repair and replacement, as necessary, of the water serviceline.

Location

4. The easement granted herein is located as follows:

The said easement a rights-of-way ten (10) feet wide, occupying the southern ten (10) feet of Tax Lot No. 4200, Township 39 South, Range 9 East, Section 10AA, Willamette Meridian, in the City of Klamath Falls, beginning at:

The N1/16 corner of the Section 10 Township 39 South, Range 9 East

of the Willamette Meridian (SE Corner of NE ¼ NE ¼ of Section 10) thence North 08° 59' 57" West 221.09 feet to the southeast corner of the parcel; thence

North 01° 12' West 5 feet along the Easterly Lot Line common to Lot. No. 4200 and Summers Lane to the **TRUE POINT OF BEGINNING**; thence

South 88° 54' West approximately 230 feet to the Westerly Lot Line common to Lot No. 4200 and Bureau of Reclamation 1-C Drain.

Said easement being 0.005 acres in area, more or less.

Exclusiveness of Easement

5. The easement granted herein is not exclusive.

Non-Commercial Easement

6. This easement is to be used for purposes of a domestic water serviceline, and no commercial use of the serviceline shall be allowed, unless subsequently agreed upon in writing by the grantor and grantees, or their heirs, personal representatives, successors, or assignees of the parties hereto.

Term of Easement

7. This easement is granted without limit as to tenure so long as said easement shall be actually used for the purposes stated above.

Non-Liability of Grantor

8. This easement agreement is made on the express condition that the Grantor is to be free from all liability or loss by reason of injury to person or property, from whatever cause, for any liability for injury to the person or property of Grantees, their agents, officers, and employees. Grantees hereby covenant and agree to, and shall indemnify Grantor and save her/him harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses however occurring.

Entire Agreement

9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Binding Effect

10. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR

GRANTEE

John and Jacquelyn Butcher
John and Jacquelyn Butcher

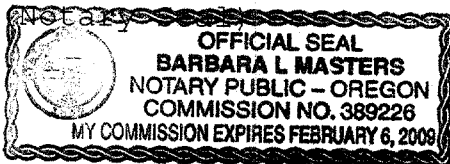
Christy Ann Cummings
Christy Ann Cummings

Acknowledgment

State of Oregon)

County of Klamath) SS

On 7-28 8-11-06, 2006, before me Barbara L. Masters, a Notary Public for the State of Oregon, personally appeared John Butcher known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.



Notary Public

Barbara L. Masters
My commission expires: 2-6-09

Acknowledgment

State of Oregon)

County of Klamath) SS

On 8-11-06, 2006, before me Barbara L. Masters, a Notary Public for the State of Oregon, personally appeared Christy Ann Cummings known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same.

(Notary Seal)

Notary Public

Barbara L. Masters
My commission expires: 2-6-09

