

2006-020992

Klamath County, Oregon

EASEMENT

Debra (Debi) Stritzke
8880 Tingley Lane
Klamath Falls, OR

and

Dennis and Patricia Dixon
8520 Tingley Lane
Klamath Falls, OR

After recording return to:
Debi Stritzke
8880 Tingley Lane
Klamath Falls, OR



00006656200600209920040043

10/19/2006 09:12:38 AM

Fee: \$36.00

THIS AGREEMENT is made and entered into by and between Debi Stritzke, Hereinafter called the first party grantor, and Dennis and Patricia Dixon, hereinafter called the second party grantee.

Whereas the first party grantor is the record owner in fee simple of a parcel of land in Klamth County, State of Oregon, to wit:

The SW1/4 NW1/4 and the NW1/4 SW1/4 of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

First party grantor has the unrestricted right to grant the easement hereinafter described relative to the real estate.

First party grantor hereby grants unto said adjacent owner, Dennis Dixon, an easement appurtenant, to wit:

It is the intent of the first party to grant an easement to the second party wherein the second party is granted access to the water pipeline the second party laid and installed. It is the intent of the easement to grant the second party access to the pipeline and existing canal to the extent of necessity to obtain water in a manner consistent of prior use that was known or might have been know to the parties.

It is the intent of the parties that the second party is obligated and responsible for the repair and maintenance of the water pipeline and attached gate, and second party shall have the right of ingress and egress to and from the real estate necessary for the second party's maintenance of the easement hereby granted.

It is the intent of the parties that the second party will hold the servient owner harmless from claims and to pay for any loss arriving out of the servient owner's use of the easement.

Reference to the attached drawing, hereby incorporated into this easement document, is to serve as a guide and aid to the easement location.

It is the intent of the parties that this easement is nonexclusive and as to the rights herein granted, the first party shall have full use and control of the described real estate.

EXCEPTIONS:

All existing rights and matters of record as of this _____ day of _____, 2006.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and to their respective heirs, executors, administrators, assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have signed this document on
the day and year written below.

Debi Stritzke

Debi Stritzke

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on

October 11, 2006, by Debi Stritzke

Bonnie Murdock

Notary Public for Oregon

My commission expires: 2-19-2007



Dennis Dixon

Dennis Dixon

STATE OF OREGON, County of Klamath

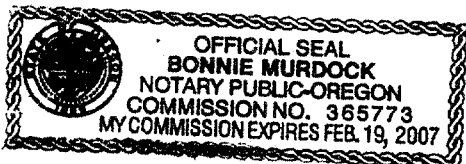
This instrument was acknowledged before me on

October 13, 2006, by Dennis Dixon

Bonnie Murdock

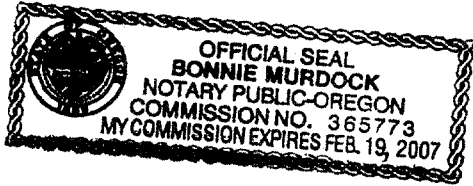
Notary Public for Oregon

My commission expires: 2-19-2007



Patricia Dixon

Patricia Dixon



STATE OF OREGON, County of Klamath

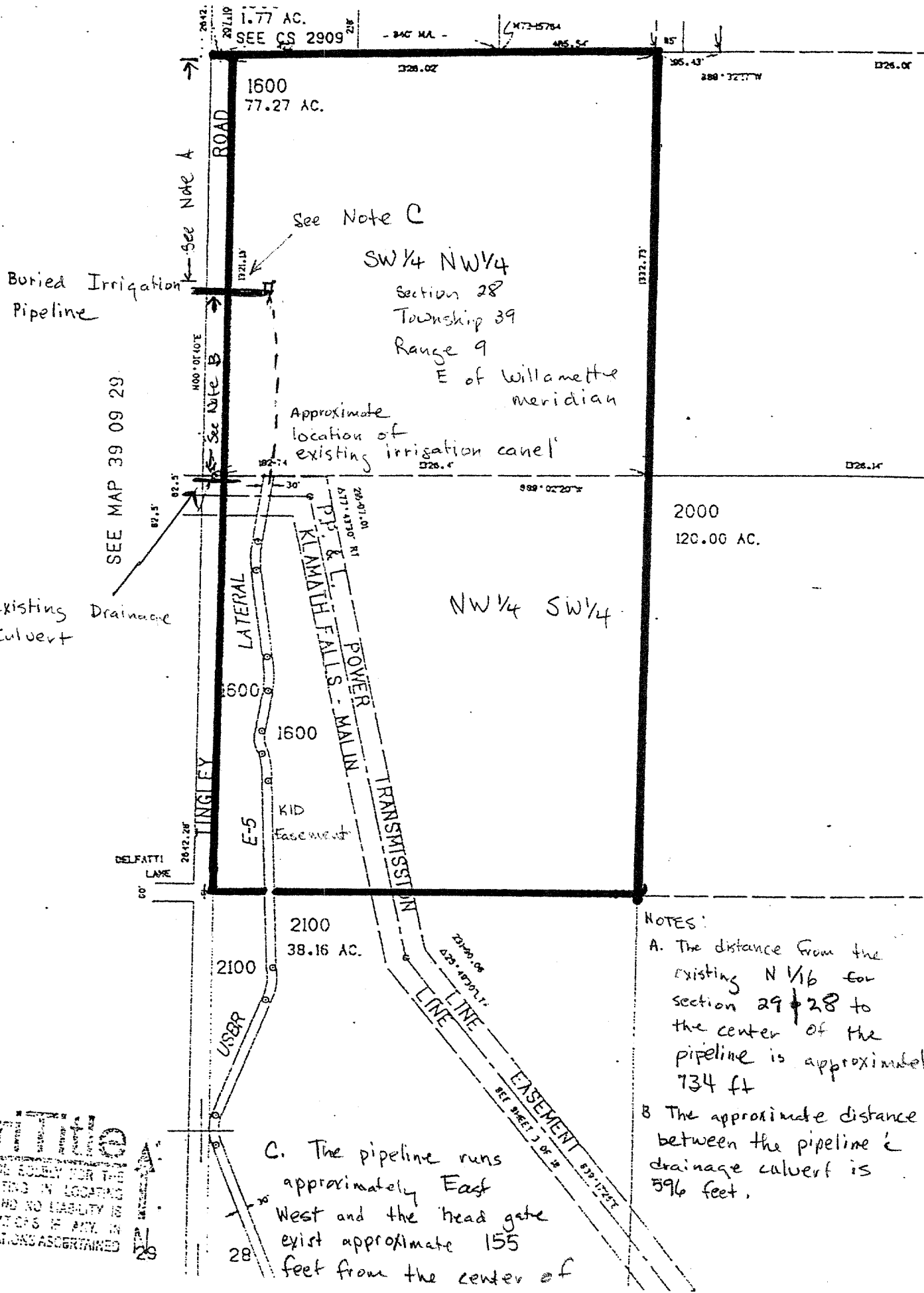
This instrument was acknowledged before me on

Oct. 10, 2006, by Patricia Dixon

Bonnie Murdock

Notary Public for Oregon

My commission expires: 2-19-2007



Amenitie

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING CERTAIN PREMISES AND NO LIABILITY IS ASSUMED FOR VARIATIONS IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.