

2006-023233
Klamath County, Oregon



00009254200600232330040049

11/20/2006 03:06:14 PM

Fee: \$36.00

EASEMENT

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

and)
)

)
)
)
Leslie and Allan Lowe,
Grantee of 8880 Tingley Lane
Klamath Falls, OR

After recording return to each of the following:

Debi Stritzke
8880 Tingley Lane
Klamath Falls, OR 97603

Allan and Leslie Lowe
12065 Kestrel
Klamath Falls, OR 97601

1st-917929

THIS AGREEMENT is made and entered into by and between Debi Stritzke, Hereinafter called the first party grantor, and Leslie and Allan Lowe, hereinafter called the second party grantee.

Whereas the first party grantor is the record owner in fee simple of a parcel of land in Klamath 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, Leslie and Allan Lowe, an easement appurtenant, to wit:

The NE1/4 SE1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian,

3la-F

Klamath County, Oregon. 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 canal. 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 known to the parties.

It is the intent of the parties that the 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 will pay for any loss arising out of the second party'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.

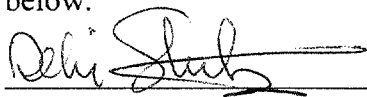
It is the intent of the parties that this easement is nonexclusive and as to the rights herein granted, the Grantor shall have full use and control of the described real estate.

EXCEPTIONS:

All existing rights and matters of record as of this 20 day of November, 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.



STATE OF OREGON, County of Klamath

Debi Stritzke

This instrument was acknowledged before me on November 17, 2006, by Debi Stritzke

Notary Public for Oregon



My commission expires: 11/7/09

STATE OF OREGON, County of Klamath

Leslie Lowe

This instrument was acknowledged before me on

November 17, 2006, by Leslie Lowe

Leslie Lowe

Notary Public for Oregon



My commission expires: 11/7/09

STATE OF OREGON, County of Klamath

Allan Lowe

This instrument was acknowledged before me on

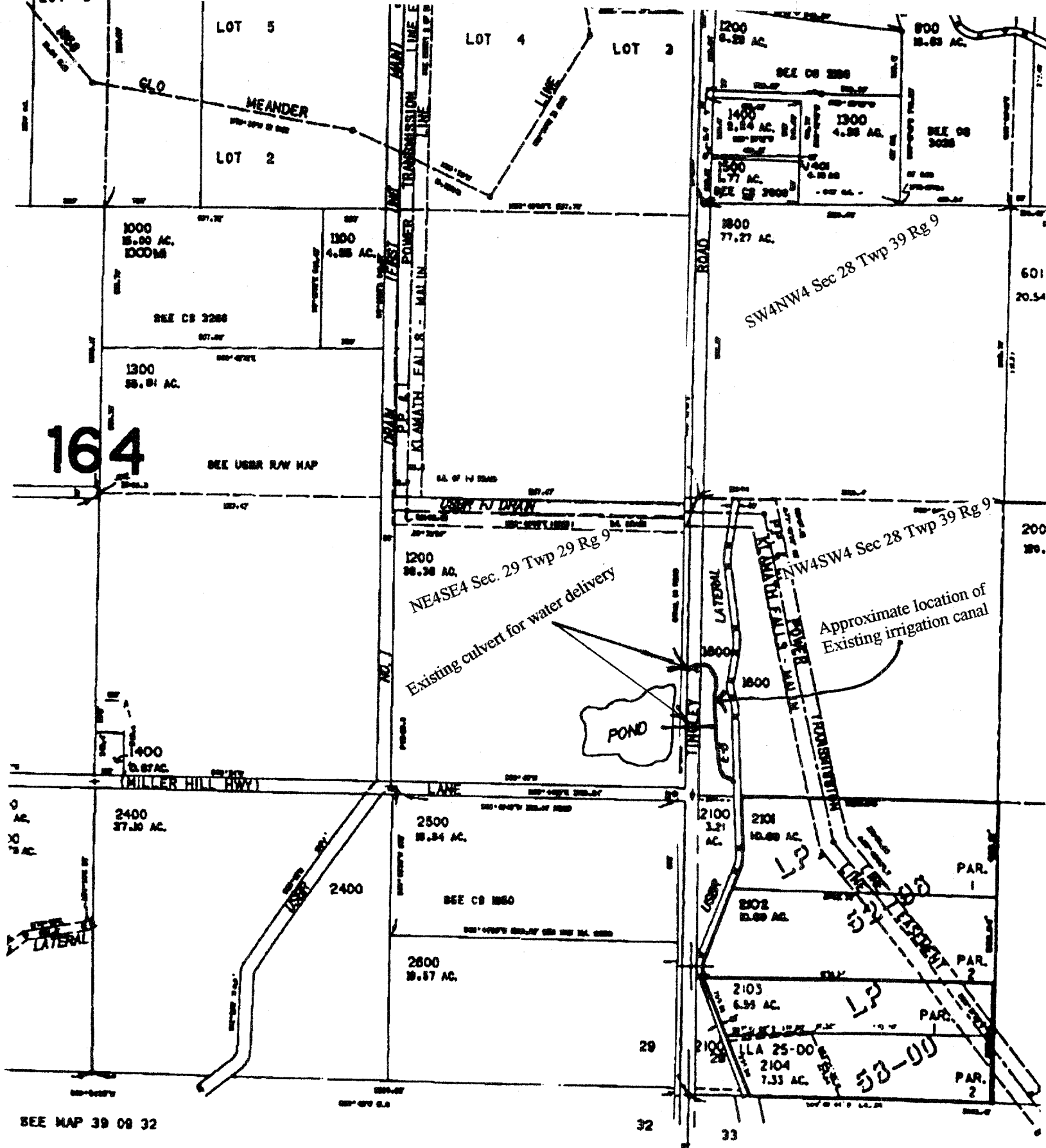
Nov. 17, 2006, by Allan Lowe

Allan Lowe

Notary Public for Oregon



My commission expires: 11/7/09



164

Existing culvert for water delivery

POND

Approximate location of Existing irrigation canal

SEE MAP 39 09 32