

UTC 1396-9990

2010-003792

Klamath County, Oregon

FIRST PARTY NAME & ADDRESS

CHAD C. RABE
ANDREA J. RABE
22539 Hwy. 140 E
Dairy OR 97625



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03/29/2010 11:33:22 AM

Fee: \$52.00

SECOND PARTY NAME & ADDRESS

STEVE HARRY KILLIAN, Trustee
ROZALIA MARIE KILLIAN, Trustee
3815 Bisbee
Klamath Falls OR 97603

AFTER RECORDING, RETURN TO

Second Party

WATER DRAINAGE AGREEMENT AND EASEMENT

THIS AGREEMENT made and entered into the 24th day of March, 2010, by and between CHAD C. RABE and ANDREA J. RABE, Husband and Wife, hereinafter called the First Party; and STEVE HARRY KILLIAN and ROZALIA MARIE KILLIAN as Trustees of the STEVE HARRY KILLIAN AND ROZALIA MARIE KILLIAN REVOCABLE LIVING TRUST, uad September 3, 1993, hereafter called the Second Party;

WITNESSETH:

WHEREAS, First Party is the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

NW1/4 of Section 12, Township 36 South, Range 12 East of the Willamette Meridian, and NE1/4 (Government Lots 1, 2, 7, 8, 9, 10, 15 and 16) of Section 11, Township 36 South, Range 12 East of the Willamette Meridian

and has the right to enter into the agreement and to grant the easement hereinafter described relative to the said real estate; and

WHEREAS, Second Party is the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

"Township 36 South, Range 12 East of the Willamette Meridian, Section 12: SW1/4

and has the right to enter into the agreement relative to the said real estate;

WHEREAS, there is located on the property of Second Party an area which is lower in elevation than the property of First Party located Northerly thereof (hereinafter referred to as the "Sump"); and

AMERITITLE, has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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47amt

WHEREAS, upon installation by Second Party of a pump in the Sump, waters can be lifted from out of the Sump and either drain naturally to the river over and across First Party's property, or be beneficially used as irrigation on the same;

NOW THEREFORE, in view of the premises, and in consideration of good and valuable consideration by each of the parties to the other paid, receipt of all of which is hereby acknowledged, they agree as follows:

1. That the parties hereto (and their successors in interest as fee simple owners of that certain real property described hereinabove) agree that Second Party shall be and is permitted to install a pump in the Sump area together with piping as hereinafter described. The cost of all such installation shall be borne by Second Party.
2. That the parties hereto (and their successors in interest as fee simple owners of that certain real property described hereinabove) further agree that the piping to be installed by Second Party will be installed so as to enter the property of First Party along the Southerly boundary thereof at the Southwest corner of the above-described NW1/4 of Section 12, and proceed for approximately 100 feet West from the entry point along the Southerly boundary of Lot 16 of First Party's above-described real property. At such point, any waters being pumped from the property of Second Party may be discharged onto the property of First Party, hereinabove described.
3. Second Party, and/or Second Party's successors in interest, shall pay all costs of operation and all other costs to maintain the pump and piping described herein.
4. First Party grants an easement over and across First Party's parcel of property so as to allow for the installation of the piping described hereinabove, and further so as to allow for Second Party and/or Second Party's successors in interest to go on the said property for the purposes of installation, repair and maintenance of piping, if such replacement should become necessary to allow the continued enjoyment of the drainage of waters from the Sump by Second Party. In the event that such repair or replacement of piping is necessary, the party completing such installation, repair or maintenance agrees to restore the surface of the servient property as nearly as possible to the same condition as it was in before such installation, repair or maintenance commenced.
5. Maintenance of the easement herein granted 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 Second Party. Should any party hereto cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage at that party's sole expense.


6. This agreement and easement herein granted shall be perpetual.

7. This agreement may be modified only in writing executed by the owners of all parcels affected by the within agreement.

8. 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, successors and assigns, and this agreement shall be appurtenant to the real property hereinabove described and shall run with the land.

In construing this instrument and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so as that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument effective on the day and year set forth hereinabove.


CHAD C. RABE

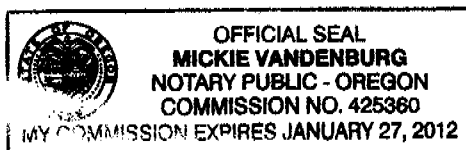

ANDREA J. RABE


STEVE HARRY KILLIAN, Trustee


ROZALIA MARIE KILLIAN, Trustee

STATE OF OREGON, County of Klamath) ss.

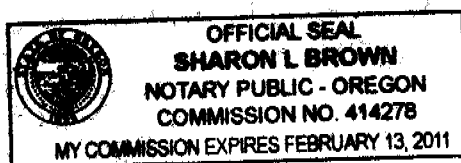
This instrument was acknowledged before me on the 24th day of March, 2010, by CHAD C. RABE and ANDREA J. RABE.




NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-27-12

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 29th day of March, 2010, by STEVE HARRY KILLIAN and ROZALIA MARIA KILLIAN, Trustees of the STEVE HARRY KILLIAN AND ROZALIA MARIE KILLIAN REVOCABLE LIVING TRUST.




NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-13-11