

13118

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JOINT USE GARAGE AGREEMENT/EASEMENT

MFC 1396-2022

KNOW ALL MEN BY THESE PRESENTS that Wayne A. and Pamela J. Connors h/w, and Edward and Nedra Putman h/w, in consideration of the benefits accruing to the above named by reason of said agreement, the undersigned do hereby irrevocably create the following described agreements to the appurtenant to the respective parcels with the rights and obligations hereinafter contained, to run with the title of said parcels.

The intent of these Agreements/Easements is to benefit both owners of Parcels A and B. The 28X36 garage sits diagonally across the common property line and is divided into two 28X18 units, the Western half interest to Parcel A and Eastern half interest to Parcel B.

MOUNTAIN TITLE COMPANY, has reviewed this instrument by report as an accommodation 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.

PARCEL A

A portion of Lots 19, 20 and 21, Block 9 of BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the most Northerly corner of Lot 21, said Block 9, thence South 74 degrees 22' 00" West 99.13 feet to a 1/2 inch iron pin; thence South 32 degrees 25' 35" West 105.61 feet to a 5/8 inch iron pin on the Southerly line of Lot 19; thence South 59 degrees 06' 10", East along said Southerly line 53.0 feet; thence Northeasterly to the point of beginning, with bearings based on Survey No. 4476, as filed in the Klamath County Engineers Office.

PARCEL B

Lots 19, 20 and 21, Block 9 of BUENA VISA ADDITION to City of Klamath Falls, according to the official plat thereof on file in the office of County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM A portion of Lots 19, 20 and 21, Block 9 of BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the most Northerly corner of Lot 21, said Block 9, thence South 74 degrees 22' 00" West 99.13 feet to a 1/2 inch iron pin; thence South 32 degrees 25' 35" West 105.61 feet to a 5/8 inch iron pin on the Southerly line of Lot 19; thence South 59 degrees 06' 10", East along said Southerly line 53.0 feet; thence Northeasterly to the point of beginning, with bearings based on Survey No. 4476, as filed in the Klamath County Engineers Office.

SAID AGREEMENTS/EASEMENTS ARE DESCRIBED AS FOLLOWS:

Parcel B will allow Parcel A a right to ingress and egress from unit A;

Parcel A will allow parcel B to occupy the building over and above Parcel A;

Parcel A will give an easement to Parcel B for all utilities as they now exist on the land (within 10 feet of the common lot lines between Parcels A & B.

The respective owners of said parcels shall have all rights of ingress and egress to and from said real estate, necessary for the use, enjoyment, operation and maintenance of the easements hereby granted and all rights and privileges incident thereto.

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Except as to the rights herein granted, the respective parcel owners shall have the full use and control of the above described real estate.

These easements described above shall continue for a period of perpetuity.

This Agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators and successors in interest as well.

In construing this Agreement 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 that this instrument shall apply both to individuals and to corporations.

Maintenance and Repair: All maintenance, repairs and replacements to any garage unit, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse, or neglect of the owner of such garage unit) shall be made by the owner of such garage unit.

The garage unit owner shall be responsible for all damages to the other unit and to the common elements resulting from his failure to effect such maintenance and repairs.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the garage unit owner, his family or guests or invitees, the cost of such maintenance or repairs shall be paid by that garage unit owner.

Utilities: When utilities are supplied directly to each garage unit through a separate meter and each unit owner shall be required to pay the bills for utility consumption used in his unit.

Use: No immoral, improper, offensive, or unlawful use shall be made of the garage property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliances shall be accomplished at the sole expense of the garage unit owner.

Height Restriction: Both Parcels A&B are aware of the existing height restriction appurtenant to the land as prescribed in the deeds of Parcels A&3.

Insurance: Each parcel owner will insure the garage structure at a minimum of 50% of replacement value.

Taxes: Each Parcel will share the assessed taxes for real estate 50%.

Buy Out Clause: When either owner of Parcel A or B wish to sell their property, the remaining owner may buy out the selling party at replacement value of the selling garage unit.

Parcel A owners

Wayne A. Connors 4-4-90
Wayne A. Connors

Pamela J. Connors by 4-4-90
Pamela J. Connors
her attorney-in-fact

Parcel B owners

Edward Putman 4-4-90
Edward Putman

Nedra Putman 4-4-90
Nedra Putman

STATE OF OREGON,

County of Klamath

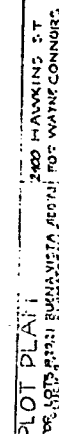
FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-KESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 4th day of April 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Wayne A. Connors, Pamela J. Connors by and through her attorney-in-fact Wayne A. Connors, and Nedra Putman

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

B. Jean Phillips
Notary Public for Oregon.
My Commission expires 3-2-92



STATE OF OREGON: COUNTY OF KLAMATH: ss.

FEE \$18.00

By Pauline Mue County Clerk