

NTC 90731AM

2016-003953

Klamath County, Oregon

04/19/2016 02:35:07 PM

Fee: \$47.00

Grantor: Narciso Vargas

Grantee: Chris Gatz and Penny Gatz

After recording return to: Grantee

1343 Echo Dr.

Roseburg, OR 97470

AGREEMENT FOR EASEMENT

This Easement Agreement made and entered into this 31st day of March, 2016 by and between Narciso Vargas, hereinafter "Grantor" and Chris Gatz and Penny Gatz, hereinafter "Grantee".

RECITALS

Whereas Grantor is the record owner of the following described real property located in Klamath County, Oregon, described as:

Lot 447 in Block 126 of Mills 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.

Grantor has the unrestricted right to grant the Easement hereinafter described relative to said real property.

Grantee is the record owner of a parcel of real property located in Klamath County, Oregon described as:

Lot 448 in Block 126 of Mills 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.

Grantor conveys to Grantee, his heirs successors and assigns a perpetual exclusive Easement for the purposes of encroachment of a carport upon Grantor's property as exists as of the date of this easement.

AGREEMENT

The terms of this Agreement are as follows:

1. Grantee, their agents, independent contractors and invitees shall use the Easement for maintaining the existing carport purposes only, for access to Grantee's property referred to above and to any other contiguous property acquired by Grantee, his heirs or assigns, and in conjunction with such use may construct, reconstruct, maintain and repair the carport
2. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the Easement. Grantee assumes all risk arising out of its use of the Easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.
3. This Easement is appurtenant to and for the benefit of the real property owned by Grantee and described above.
4. This Easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may however be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.
5. This Easement is granted subject to all prior Easements or encumbrances of record.

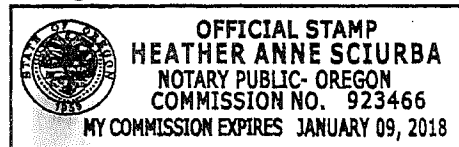
47am

6. Grantors' remedies for a breach of this agreement shall include but are not limited to injunctive relief, damages, and termination of this agreement.

7. Grantee hereby waives and terminates any and all rights or claims relating to access based upon any pre-existing easements over Grantors' property described herein.

GRANTOR:

Narciso Vargas
Narciso Vargas



On this 31 day of March, 2016, personally appeared before me, Narisco Vargasand, and acknowledged said instrument to be his voluntary act and deed. Before me:

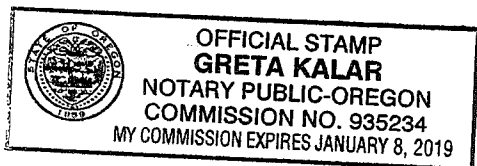
Heather Anne Scurba

Notary Public for Oregon
My Commission Expires:

Jan 9 2018

Chris Gatz and Penny Gatz
Chris Gatz and Penny Gatz

On this 29 day of March, 2016, personally appeared before me, Chris Gatz and Penny Gatz, and acknowledged the foregoing instrument to be their true act and deed. Before me:



Greta Kalar

Notary public for Douglas Co.

My commission expires: 1-8-19