



2017-001474

Klamath County, Oregon

02/10/2017 03:12:00 PM

Fee: \$47.00

Grantor: Dominic DeBernardi

Grantee: Clinton E. Bimemiller

After recording return to: Clinton E.. Bimemiller  
32942 Klamath Forest Dr.  
Sprague River, OR 97639

#### AGREEMENT FOR EASEMENT

This Easement Agreement made and entered into this 27 day of January, 2017 by and between Dominic DeBernardi , hereinafter "Grantor" and Clinton E. Bimemiller , hereinafter "Grantee".

#### RECITALS

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

Lot 7 Block 7 KLAMATH FOREST ESTATES, 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.

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

Lot 8 Block 7 KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

And, Whereas, portions of Grantee's structures encroach upon Grantor's property and the parties hereto wish to authorize the continued use of the Grantor's property by Grantee;

Grantor conveys to Grantee, his heirs successors and assigns a perpetual exclusive Easement for the use of that portion of Grantor's property which lies immediately to the south of the northerly two (2) acres of Grantor's property. It is specifically the intention of this easement that the northerly two (2) acres shall not be encumbered by this easement while the remaining portion will be encumbered by this easement.

#### AGREEMENT

The terms of this Agreement are as follows:

1. Grantee, their agents, independent contractors and invitees shall use the Easement for the reasonable purposes of the structures existing on the Easement as of the time of this Agreement.
2. Grantor may not grant use-rights to third parties.

Exhibit B

3. 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.

4. This Easement is appurtenant to and for the benefit of the real property owned by Grantee and described herein.

5. 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.

6. This Easement is granted subject to all prior Easements or encumbrances of record.

7. It is agreed that the use of this Easement shall be solely for the purpose of Grantee and that Grantor specifically shall not have the right to utilize any portion of this easement for any purpose whatsoever.

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

9. Grantee shall reasonably maintain the easement, at Grantee's expense.

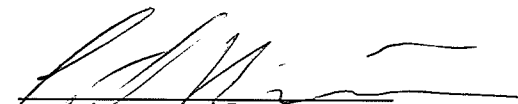
10. The parties agree that they walked the northerly boundary of the easement prior to the snowfall and agreed upon the location of the fence at that northerly boundary.

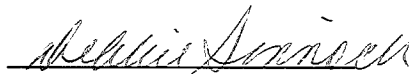
GRANTOR:

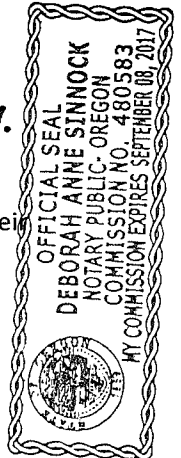
  
Dominic DeBernardi

dated 1/27/, 2017.

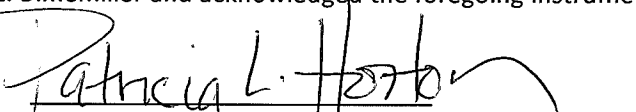
Personally appeared Dominic DeBernardi and acknowledged the foregoing instrument to be their true act and deed. Before me:

  
Clinton E. Bimemiller

  
Notary Public for Oregon  
My Commission Expires: 9-8-19



Personally appeared, Clinton E. Bimemiller and acknowledged the foregoing instrument to be his true act and deed. Before me:

  
Notary public for Oregon  
My commission expires: 8 Feb 2020

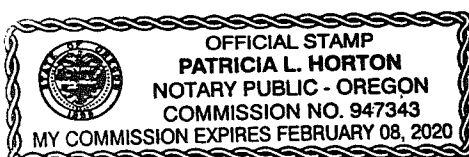


Exhibit B