

2019-009331

Klamath County, Oregon

08/15/2019 03:55:00 PM

Fee: \$87.00

Grantor: Thomas Anthony Goy and Shanon Melinda Goy

Grantee: Paul D. Clark
PO Box 1010
Keno, OR 97627

After recording return to: Grantee

AGREEMENT FOR EASEMENT

This Easement Agreement made and entered into this 15th day of August, 2019 by and between Thomas Anthony Goy and Shanon Melinda Goy, hereinafter "Grantor" and Paul D. Clark, hereinafter "Grantee".

RECITALS

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

Lot 7, Block 12, First Addition to Klamath River Acres, according to the official plat thereof on file in the office of the County Clerk, 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 6, Block 12, First Addition to Klamath River Acres, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Grantor conveys to Grantee, his heirs successors and assigns an exclusive Easement for the purposes of encroachment of Grantee's carport which encroaches 5 feet 9 inches for a distance of 21 feet onto Grantor's property.

AGREEMENT

The terms of this Agreement are as follows:

1. Grantee shall use the Easement only for the encroachment of Grantee's carport as it exists on the date of this Easement. The extent of the encroachment may not be expanded in any fashion. There shall be no garbage or trash stored in the area of this easement.

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 exist for so long as Grantee, their heirs, successor and assigns, maintain the existing carport as it exists on the date of this Easement. Should the carport be removed

for any reason, it shall not be re-established in any fashion upon Grantor's property and this Easement shall terminate. 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.

6. The rights granted by this easement are limited to the ingress and egress ordinarily and reasonably necessary for the benefit of carport located on Grantee's real property.

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

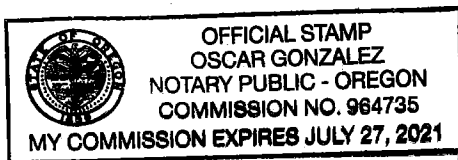
8. Grantee hereby waives and terminates any and all rights or claims relating to access based upon any pre-existing easements over Grantors' property described herein.

GRANTOR:


Thomas Anthony Goy


Shanon Melinda Goy

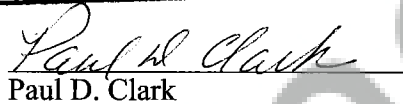
Personally appeared Thomas Anthony Goy and Shanon Melinda Goy and acknowledged the foregoing instrument to be their true act and deed. Before me:



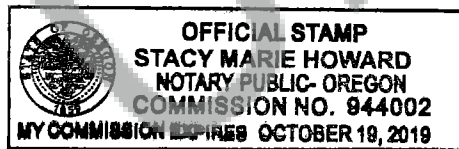


Notary Public for Oregon

My Commission Expires: 7-27-21


Paul D. Clark

Personally appeared Paul D. Clark and acknowledged the foregoing instrument to be his true act and deed. Before me: Stacy Howard





Notary public for Oregon

My commission expires: 10-19-19