

Grantor: Aaron David McKay

Grantee: Eugenea Dalene Campbell

After recording return to: Grantee  
Eugenea Dalene Campbell  
4630 Clinton Ave.  
Klamath Falls, OR 97603

**AGREEMENT FOR EASEMENT**

This Easement Agreement made and entered into this 28 day of ~~July~~<sup>June</sup>, 2020 by and between Aaron David McKay and Matthew Charles McCarthy, hereinafter "Grantor" and Eugenea Dalene Campbell, hereinafter "Grantee".

**RECITALS**

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

See Exhibit "A"

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:

See Exhibit "B"

Grantor conveys to Grantee, his heirs successors and assigns an exclusive Easement for the purposes of encroachment of Grantee's garage which encroaches 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 garage 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. The Grantee shall install a water drainage system to keep water from going from the garage onto the Grantor's property within 2 months of the date of this agreement and maintain said system. Grantee shall paint that portion of the garage that abuts the easement and maintain that portion of the garage and roof in good condition.

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

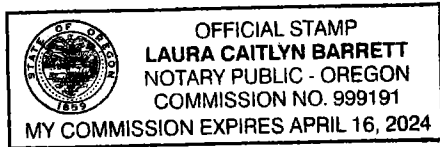
Grantor and Grantee, their heirs, successors and assigns.


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 garage 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.
9. NOTICE: Before entering onto Grantors' property for any reason relating to this easement, Grantee shall give notice to the Grantors at least 48 hours in advance, unless it is an emergency, requiring immediate action. In that case, notice shall be give as soon as possible. Unless otherwise notified, notice shall be give by telephone to 971-285-2718.

GRANTORS:

  
Aaron David McKay

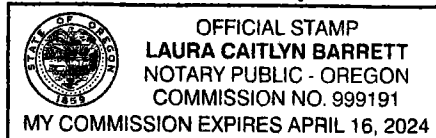
Personally appeared Aaron David McKay and acknowledged the foregoing instrument to be his true act and deed. Before me: Laura C Barrett




  
Notary Public for Oregon  
My Commission Expires: 4/16/24

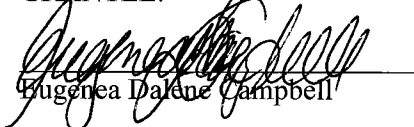
  
Matthew Charles McCarthy

Personally appeared Matthew Charles McCarthy and acknowledged the foregoing instrument to be his true act and deed. Before me: Laura C Barrett

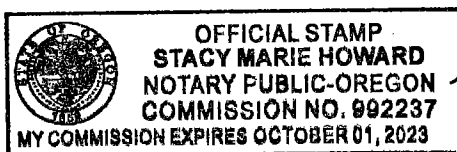


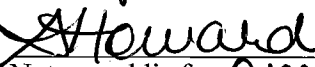
  
Notary Public for Oregon  
My Commission Expires: 4/16/24

GRANTEE:

  
Eugenea Dalene Campbell

Personally appeared Eugenea Dalene Campbell and acknowledged the foregoing instrument to be her true act and deed. Before me: Stacy Howard on July 1, 2020



  
Notary public for Oregon  
My commission expires: 10-1-23

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land 75 feet by 135 feet in the E1/2 of the W1/2 of the W1/2 of the SE1/4 of the NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the E1/2 of the W1/2 of the W1/2 of the SE1/4 of the NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, which is North 88°57' East 195 feet; thence North 0°35' West

439.78 feet from the Southwest corner of the SE1/4 of the NW1/4 of said Section 2; thence North 0°35' West, parallel with the West line of said SE1/4 of the NW1/4 a distance of 75 feet; thence North 89°45' East 135 feet to

the East line of said E1/2 of the W1/2 of the W1/2 of the SE1/4 of the NW1/4 of Section 2; thence South 0°35' East along said East line a distance of 75 feet; thence South 89°45' West 135 feet to the point of beginning.

Exhibit "B"

**35784**

**DESCRIPTION**

The following described real property situate in Klamath County, Oregon:

A portion of the E $\frac{1}{2}$  W $\frac{1}{2}$  W $\frac{1}{2}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Easterly boundary of the said E $\frac{1}{2}$  W $\frac{1}{2}$  W $\frac{1}{2}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 2, which is North 88°57' East 330.02 feet, and thence North 0°35' West, 513.8 feet from the Southwest corner of the SE $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 2; thence North 0°35' West, along the East boundary of said E $\frac{1}{2}$  W $\frac{1}{2}$  W $\frac{1}{2}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 75 feet; thence South 89°25' West 135 feet; thence South 0°35' East, 75 feet; thence North 89°25' East 135 feet, more or less, to the point of beginning.