



06/28/2021 09:30:48 AM

Fee: \$92.00

Returned at Counter

AFTER RECORDING, RETURN TO:

Gary Clayton

Until a change is requested, all tax statements
Shall be sent to the following address:

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this __ day of June, 2021, by and between the Heirs
and Devisees of Ronald M. Clayton, deceased, hereinafter called Grantors, and Daisy Altamirano and
Travis Worden, hereinafter called Grantees:

WITNESSETH

WHEREAS, Grantors are the record owner of the following described real property in Klamath
County, State of Oregon, to-wit:

Lot 19 of VILLA ST. CLAIR, according to the official plat thereof on file in the office of the
County Clerk, Klamath County, Oregon, EXCEPTING THEREFROM the Westerly 50 feet thereof.

And have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor does hereby grant, assign and set over unto the Grantees, their heirs, successors, and
assigns, a perpetual non-exclusive easement for residential ingress and egress purposes only, over and
across the property of the Grantors, more particularly described as:

An easement for the purpose of ingress and egress over the Easterly 30 feet of Lot 19 of VILLA ST.
CLAIR, according to the official plat thereof on file in the office of the County Clerk, Klamath
County, Oregon, EXCEPTING THEREFROM the Westerly 50 feet thereof.

The terms of this easement are as follows:

1. Grantee shall have all rights of ingress and egress over and across said property necessary for
Grantee's residential use, operation and maintenance of the easement hereby granted and all rights and

privileges incident thereto. Grantees, their agents, independent contractors and invitees shall use the easement for road purposes only, for access to the property described in paragraph 8 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantors reserve the right to relocate the road at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantors may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original easement. Such amendment of the description shall be effective whether or not signed by Grantees but Grantees shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantors.

4. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the real property owned by Grantees and described below in paragraph 8.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

8. The following is a description of the Grantees dominant property to which this easement is appurtenant;

Lot 20 of VILLA ST. CLAIR, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, EXCEPTING THEREFROM the Westerly 50 feet thereof.

9. This easement 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.

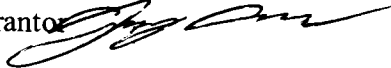
10. In the event of a dispute over this easement agreement, the prevailing party shall be entitled to reimbursement of all reasonable attorney fees, costs and disbursements incurred in the dispute before litigation, at trial and on appeal, if any.

11. The cost of maintenance and repair of the Easement shall be shared equally by any uses of the

2. AGREEMENT FOR EASEMENT

easement, except as otherwise provided in ORS 105.170 to 105.185 in case of damage caused by one or more of them.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this __ day of June, 2021.

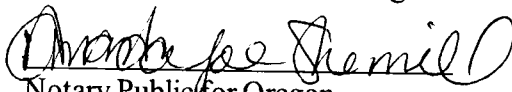
Grantor 

Grantee *Daisy Altamirano*

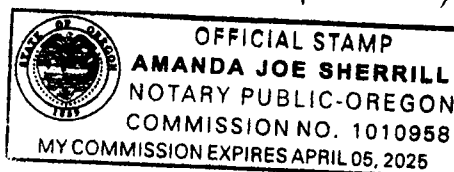
Grantee *Travis Worden*

STATE OF OREGON)
) ss.
County of Klamath)


Personally appeared the above-named Gary Clayton, and acknowledged the foregoing instrument to be his voluntary act and deed.


Notary Public for Oregon
My Commission expires: *April 05, 2025*

STATE OF OREGON)
) ss.
County of Klamath)




Personally appeared the above-named Daisy Altamirano, and acknowledged the foregoing instrument to be her voluntary act and deed.


Notary Public for Oregon
My Commission expires: *1-11-22*

STATE OF OREGON)
) ss.
County of Klamath)



Personally appeared the above-named Travis Worden, and acknowledged the foregoing instrument to be his voluntary act and deed.


Notary Public for Oregon
My Commission expires: *1-11-22*

3. AGREEMENT FOR EASEMENT

