

69-288
30328

EASEMENT FOR COMMON DRIVEWAY

VOLUME 269 PAGE 2051

THIS AGREEMENT, made and entered into this 13th day of March, 1969, by and between JAMES WILLIAM KIEWATT and HAZEL K. KIEWATT, husband and wife, hereinafter called First Parties, and HARLEY PEPPERS and ALICE PEPPERS, husband and wife, hereinafter called Second Parties,

WITNESSETH:

THAT WHEREAS, First Parties are the owners of a parcel of real property situated in Klamath County, Oregon, to-wit:

The Westerly 36 feet of Lot 2 and the Easterly 4 feet of Lot 3, and also the Easterly 4 feet of Lot 30 and the Westerly 36 feet of Lot 31, of ROSELAWN, a subdivision of Block 70 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in Klamath County, Oregon.

Also all that portion of the vacated alley lying between the Westerly 36 feet of Lot 31 and the Westerly 36 feet of Lot 2, and between the Easterly 4 feet of Lot 30 and the Easterly 4 feet of Lot 3 of Roselawn, a subdivision of Block 70 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in Klamath County, Oregon;

and

WHEREAS, Second Parties are the owners of a parcel of real property situated in Klamath County, Oregon, to-wit:

The Westerly 40 feet of Lot 3 and the Westerly 40 feet of Lot 30 of ROSELAWN, a subdivision of Block 70 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in Klamath County, Oregon.

Also all that portion of the vacated alley lying between the Westerly 40 feet of Lot 30 and the Westerly 40 feet of Lot 3, a subdivision of Block 70 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in Klamath County, Oregon;

and

WHEREAS, the parties desire and wish to create a common driveway between said parcels of real property and a party wall on the garage erected for the use of each parcel of real property:

NOW, THEREFORE, for and in consideration of the premises it is mutually agreed by and between the parties as follows:

I

That an easement for a common driveway in favor of said First Parties' real property is created over the East 8 feet of said property of Second Parties, and an easement is created in favor of said Second Parties' property over the West 8

1 feet of said property of First Parties, for the purpose of creating a common
2 driveway 16 feet in width for the benefit of both of said parcels of real property.

3 II

4 That it is mutually agreed that the center wall dividing the garage at the
5 end of the aforesaid common driveway which divides the original building into
6 two separate garages, one owned by each party hereto, shall be a party wall for
7 the benefit of both parties.

8 III

9 That it is further mutually understood and agreed by and between the parties
10 hereto, that in the event of the destruction of said garage the same will not be
11 rebuilt, but in such event the parties will each rebuild their own individual
12 garage on their respective parcels of real property.

13 IV

14 That the party wall in the garage will be maintained at the mutual expense
15 of both parties, and that each party covenants and agrees to keep and maintain
16 at their own expense their portion of said garage; provided, however, that there
17 will be no substantial alterations or repairs to either part of said garage
18 without permission of the other party.

19 V

20 That this easement and party wall covenant is superior and paramount to the
21 rights of any of the parties hereto in the respective servient estates so created,
22 and that it is a covenant running with the land.

23 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the
24 day and year first herein written.

25 James William Kiewatt (SEAL)

26 Hazel H. Kiewatt (SEAL)
First Parties

27 Harley Peppers (SEAL)

28 Elvie Peppers (SEAL)
Second Parties

29
30 STATE OF OREGON)
County of Klamath) SS

March 13, 1969

31 Personally appeared the within named James William Kiewatt and Hazel H.
32 Kiewatt, husband and wife, and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me:

Jessie L. Walker
Notary Public for Oregon

My Commission Expires: March 3, 1970

BANDON, BANDON
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Easement for Common Driveway - Page 2.

37

1 STATE OF OREGON }
2 County of Klamath } SS March 13, 1969
3 Personally appeared the within named Harley Peppers and Alice Peppers, hus-
4 band and wife, and acknowledged the foregoing instrument to be their voluntary
5 act and deed.
6 Before me:

Jeanie L. Walker
Notary Public for Oregon
My Commission Expires *March 3, 1970*

2053

STATE OF OREGON,
County of Klamath
Filed for record at request of
Marionville Title Co.
on this *31st* day of *March* A.D. 19 *69*
at *3:38* o'clock *P.* M. and duly
recorded in Vol. *1769* of *Clerks*
page *2051*
Wm. D. MILNE, County Clerk
By *Charles K. Hostman*
8450