

AGREEMENT ESTABLISHING EASEMENTS
FOR DRIVEWAY AND PARTY WALL

Agreement made January 3, 1979, between Mitchell Dean Rose and Stephanie Rose, husband and wife, of 2326 Linda Vista Drive, Klamath Falls, Oregon and Everett Doyle Rose and Lillian Rose, husband and wife, of Pasa Robles, California.

RECITALS

A. Mitchell Dean Rose and Stephanie Rose, husband and wife, are the owners of premises located in the City of Klamath Falls, County of Klamath, State of Oregon, described as:

Block 1, Lot 6, First Addition to Loma Linda Heights, City of Klamath Falls, Klamath County, Oregon,

and hereinafter called Lot 6.

B. Everett Doyle Rose and Lillian Rose, husband and wife, are the owners of premises located in the City of Klamath Falls, County of Klamath, State of Oregon, described as:

Block 1, Lot 5, First Addition to Loma Linda Heights, Klamath County, Oregon,

which property is immediately adjoining Lot 6 to the Northwest and hereinafter called Lot 5.

C. A single family dwelling unit and a triplex are located on Lot 6 and a duplex is presently located on Lot 5.

D. The parties to this agreement desire to create a common driveway between the above-described adjoining lots owned by them for the benefit of each of them.

E. A concrete block common retaining wall is located between Lots 5 and 6 described above for the mutual benefit of both parties which retaining wall was not erected precisely on the boundary line between the said properties and in fact, the said wall encroaches over the boundary line in various places into both Lots 5 and 6. The parties desire to settle all questions relating to the ownership and use of such common wall and all differences between them relating to such boundary. The parties also wish to settle all questions relating to the use of said common driveway and therefore, and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

SECTION I
COMMON DRIVEWAY

An easement for a common driveway in favor of Lot 5 owned by Everett Doyle Rose and Lillian Rose is created over the strip of land 12 feet in width and 160 feet in length along the Northwesterly boundary line of Lot 6, which easement is more fully described in Exhibit "A-1" attached hereto and by this reference incorporated herein. An easement for a common driveway is created in favor of Lot 6 owned by Mitchell Dean Rose and Stephanie Rose over the section of land 15 feet in width and 20 feet in length lying 140 feet from the Northwesterly intersection of Lot 6 with the street Linda Vista Drive which easement is more fully described in Exhibit "A-2" attached hereto and by this

reference incorporated herein. The easements so created are for the purpose of creating a common driveway and turnaround-area for the benefit of both of the above described lots.

This easement is superior and paramount to the rights of any other parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land, and shall bind the respective parties hereto, their heirs, legal representatives, and assigns.

SECTION II PARTY WALL DECLARATION

The wall described above shall be a party wall, and the parties shall have the right to use it jointly.

PERMISSION FOR ENCROACHMENT

Permission is hereby given by Mitchell Dean Rose and Stephanie Rose to Everett Doyle Rose and Lillian Rose to leave the wall as it now stands on the property of said Mitchell Dean Rose and Stephanie Rose and conversely, permission is hereby given by Everett Doyle Rose and Lillian Rose to Mitchell Dean Rose and Stephanie Rose to leave the wall as it now stands on the property of Everett Doyle Rose and Lillian Rose.

REPAIR OR RESTORATION

Should such wall be damaged or destroyed by the default, negligence or other act or omission of one of the parties, such party shall rebuild or repair the wall and shall compensate the other party for any damages to the property of the other party.

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Return to: Mitchell Dean Rose
2326 Linda Vista Dr
Ft. Worth, Tx

Should the wall at any time while in use by both parties be injured by any cause other than the act or omission of either party, or by natural deterioration, the wall shall be repaired or rebuilt at their joint expense.

DURATION OF AGREEMENT

This agreement relating to the party wall shall be perpetual and the covenants herein contained shall run with both parcels of land above described, but the agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of party wall rights being the sole purpose of this section hereof.

IN WITNESS WHEREOF the parties have executed this agreement the day and year indicated below.

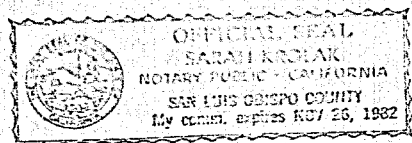
Mitchell Dean Rose
Mitchell Dean Rose

Stephanie Rose
Stephanie Rose

Subscribed and sworn to before me this 15th day of

January, 1979.

(Notarial Seal)



Notary Public for Oregon
My Commission Expires: 9-27-82

Everett Doyle Rose
Everett Doyle Rose

Lillian Rose
Lillian Rose

Subscribed and sworn to before me this 3rd day of

January, 1979.

(Notarial Seal)

Sarah Kudlak
Notary Public for California in San Luis Obispo County
My Commission Expires: November 26, 1982

NW $\frac{1}{4}$ SE $\frac{1}{4}$ SEC. 28, T. 38S. R.

"EXHIBIT A"

SCALE: 1" = 100'

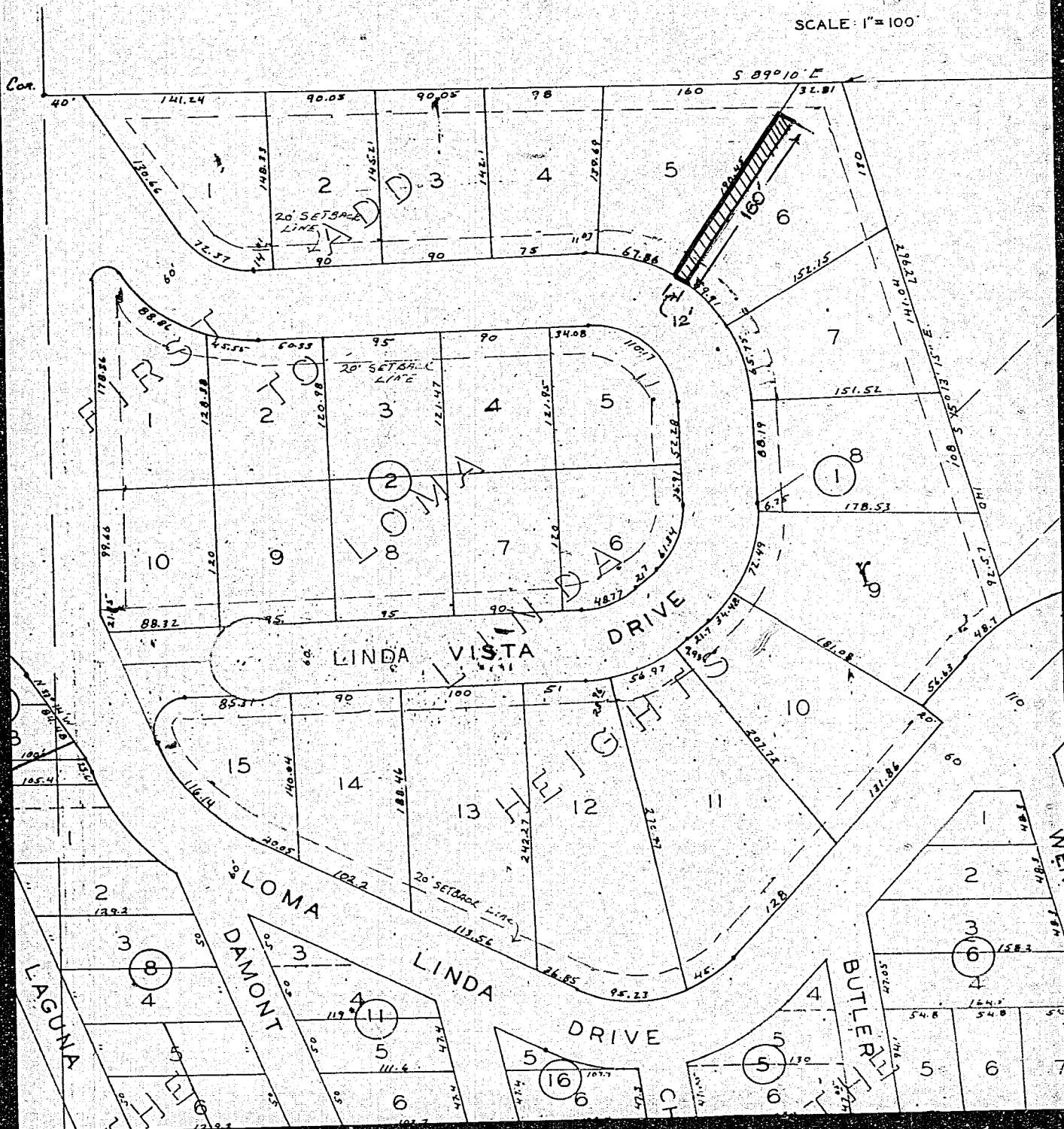
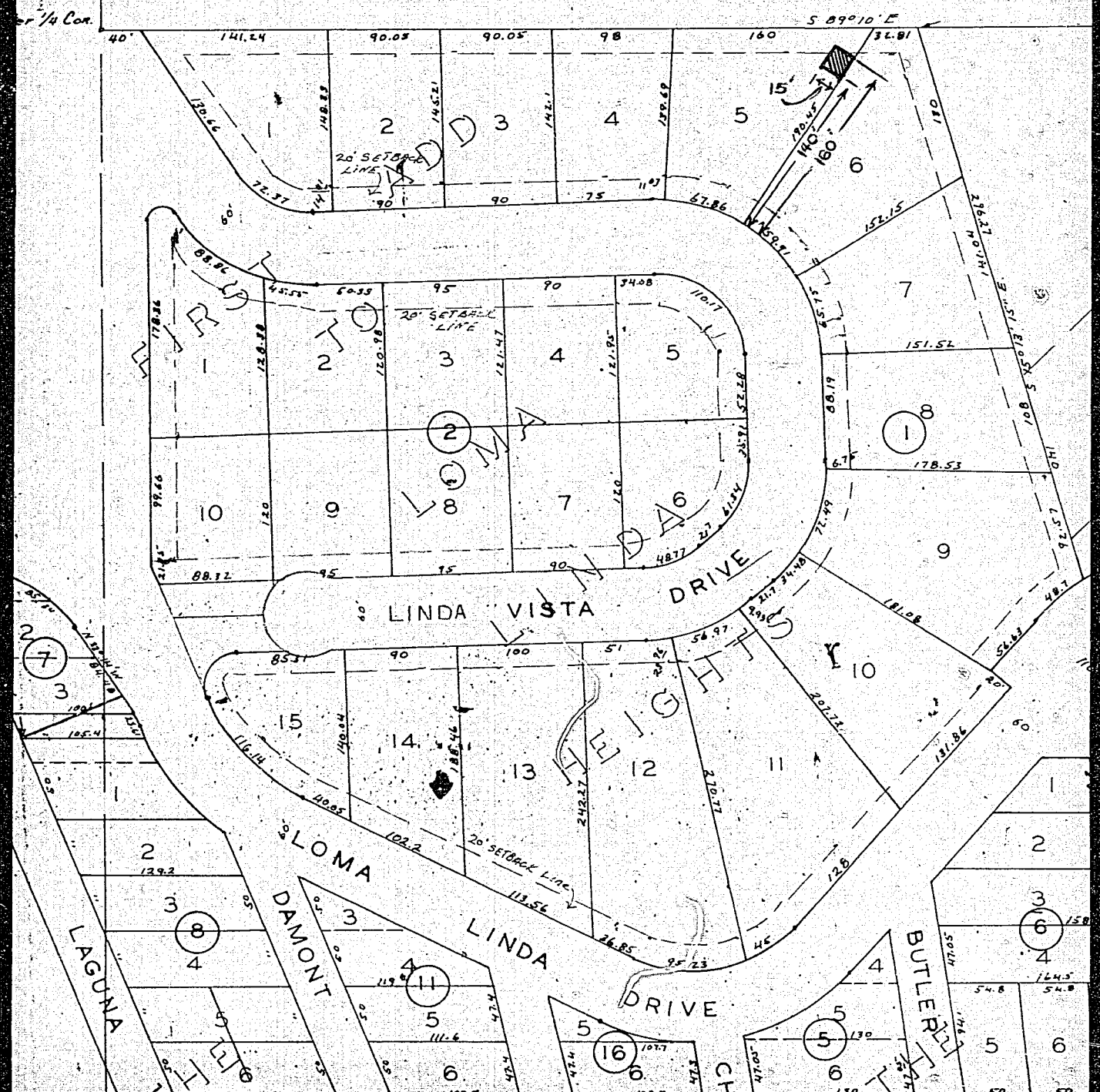


EXHIBIT A₂

SCALE: 1"=100'



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 18th day of January, A.D., 19 79 at 10:12 o'clock A. M., and duly recorded in Vol. 479 of Deeds on Page 1492.

FEE \$18.00

WM. D. MILLER, County Clerk

By Bernice H. Smith Deputy