

ON

41792

## RECIPROCAL EASEMENT

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## For Automobile Driveway Adjoining Parcels

**THIS RECIPROCAL EASEMENT**, Made and entered into this 3rd day of March, 1992,  
between Michael W. Stahl and Patricia L. Stahl, husband and wife

hereinafter called first party, and Michael W. Stahl and Patricia L. Stahl, husband and wife

hereinafter called second party, **WITNESSETH:**

**WHEREAS**, the first party is the owner in fee simple of the following described real property in the County of Klamath, State of Oregon, to-wit:

A parcel of land in Section 32, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of the NE¼NW¼ of Section 32, Township 39 South, Range 10 East of the Willamette Meridian; thence South along the West line of the NE¼NW¼ 490.0 feet; thence East parallel to the North line of the NE¼NW¼ 205.0 feet; thence North parallel to the West line of the NE¼NW¼ 490.0 feet; thence West along the North line of the NE¼NW¼ 205.0 feet to the point of beginning, LESS a 60 foot right of way for Hill Road and subject to a 30 foot road easement lying Southerly and adjacent to the Hill Road, and a 15 foot easement along the East side of the parcel described.

and the second party is the owner in fee simple of the following described real property in said county and state, to-wit:

A parcel of land in Section 32, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of the NE¼NW¼ of Section 32, Township 39 South, Range 10 East of the Willamette Meridian; thence East 205.0 feet along the North line of the NE¼NW¼ to the true point of beginning; thence South parallel to the West line of the NE¼NW¼ 490.0 feet; thence East parallel to the North line of the NE¼NW¼ 200.0 feet; thence North parallel to the West line of the NE¼NW¼ 490.0 feet to the North line of the NE¼NW¼; thence West along the North line of the NE¼NW¼ 200.0 feet to the point of beginning; less road right of way for Hill Road and subject to a 15 foot road easement along the West side of the parcel described; and subject to a 20 foot easement for a water line being 10 feet on either side of the following described center line beginning at the Northwest corner of the NE¼NW¼ of Section 32, Township 39 South, Range 10 East of the Willamette Meridian; thence East along the North line of the NE¼NW¼ 205.0 feet; thence South parallel to the West line of the NE¼NW¼ 330.0 feet to the true point of beginning; thence East parallel to the North line of the NE¼NW¼ 200.0 feet.

and said two parcels of real estate adjoin each other; and

**WHEREAS**, the parties desire to grant to each other an easement and right to use a certain automobile driveway now or about to be constructed along and upon a portion of both of said parcels;

**NOW, THEREFORE**, in consideration of each party's granting to the other an easement hereinafter described, and other valuable consideration each to the other in hand paid, the receipt of which is hereby acknowledged:

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35.00

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**FIRST:** First party conveys to second party a perpetual easement for automobile driveway purposes, along and upon that portion of first party's property described as follows, to-wit:  
as it currently exists

**SECOND:** Second party conveys to first party a perpetual easement for automobile driveway purposes, along and upon that portion of second party's property described as follows, to-wit:  
as it currently exists

**THIRD:** It is mutually agreed that each party may use in common with the other party, the whole of said automobile driveway, including that portion thereof situated on the property of the other party, for ingress and egress of automobiles and uses incidental thereto.

**FOURTH:** Maintenance and the cost of maintenance of all of the real estate described in this reciprocal easement shall be the responsibility of (check one): ☐ both parties equally, share and share alike; ☐ both parties, with the first party being responsible for \_\_\_\_\_% and the second party being responsible for \_\_\_\_\_%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

**FIFTH:** In construing the foregoing agreement, the plural shall mean and include the singular wherever the context so requires.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

*Michael W. Stahl*  
\_\_\_\_\_  
FIRST PARTY

*Patricia L. Stahl*  
\_\_\_\_\_  
SECOND PARTY

STATE OF OREGON,  
County of Klamath

STATE OF OREGON,  
County of Klamath  
This instrument was acknowledged before me on \_\_\_\_\_, 1992, by

*Michael W. Stahl*  
\_\_\_\_\_  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 000476  
MY COMMISSION EXPIRES SEP. 13, 1993

*Dona Jermans*  
\_\_\_\_\_  
Notary Public for Oregon  
9-13-95

*Patricia L. Stahl*  
\_\_\_\_\_  
OFFICIAL SEAL  
DONA JERMANS  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 000476  
MY COMMISSION EXPIRES SEP. 13, 1993

**EASEMENT**

**BETWEEN**

**AND**

AFTER RECORDING RETURN TO  
Michael W. Stahl  
9542 Hill Rd.  
Klamath Falls, OR 97603

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of Klamath

I certify that the within instrument was received for record on the  
4th day of March, 1992  
at 4:15 o'clock P.M., and recorded  
in book/reel/volume No. M92 on  
page 4551 or as fee/file/instru-  
ment/microfilm/reception No. 41792,  
Record of Deeds  
of said County.  
Witness my hand and seal of  
County affixed.

*Evelyn Biehn*, County Clerk  
By *Christine M. Mendenhall*, Deputy

Fee \$35.00