

ON

JANUARY 1993

70687

JANUARY 1993

146 232 WTC 40620

RECIPROCAL EASEMENT Vol 1793 Page 28913

For Automobile Driveway Adjoining Parcels

**THIS RECIPROCAL EASEMENT, Made and entered into this THIRD day of OCTOBER, 1993, between WILLIAM JAMES BISHOP AND JACQUELYN ARLENE BISHOP**

**hereinafter called first party, and CLYDE I. MAGILL AND LOREEN M. MAGILL**

**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:**

**BETWEEN**

**LOT 3, BLOCK 2, TRACT 1218 DODD'S HOLLOW ESTATES**

(FISC)

JANUARY 1993

(FISC)

JANUARY 1993

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

**LOT 2, BLOCK 2, TRACT 1218 DODD'S HOLLOW ESTATES**

**STATE OF OREGON**

**STATE OF OREGON**

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

**LOT 2, BLOCK 2, TRACT 1218 DODD'S HOLLOW ESTATES**

**LOT 2, BLOCK 2, TRACT 1218 DODD'S HOLLOW ESTATES**

**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:**

28913-A

**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: The north/west corner of said property, beginning at said extreme north/west corner and extending along the north edge for about 315 feet, and about 6 feet wide. Said driveway is composed of dirt, rock, and cinders, and has existig two culverts for drainage purposes. Said driveway was constructed by first party and second party in 1982, and has been used and maintained by first party and second party from that time to date. It is agreed by first party and second party that said driveway is approximately on the property line.

**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: The south/west corner of said property, beginning at said extreme south/west corner and extending along the south edge for about 315 feet, and about 6 feet wide. Said driveway is composed of dirt, rock, and ciders, and has existing two culverts for drainage purposes. Said driveway was constructed by first party and second party in 1982, and has been used and maintained by first party and second party from that time to date. It is agreed by first party and second party that said driveway is approximately on the property line.

**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.

*William James Bishop* *Loreen M. Magill*  
 FIRST PARTY SECOND PARTY

STATE OF OREGON, } ss.  
 County of Klamath }  
 This instrument was acknowledged before me on

November 2nd 19 93, by William James Bishop  
 Jacquelin Arlene Bishop, Clyde I. Magill and Loreen M. Magill

(SEAL) My commission expires: 1-15-94 (SEAL) My commission expires:

## EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

Aspen Title co

DODD, 2 HOPKIN DRIVE

OREGON

SPACE RESERVED

RECORDERS USE

WILLIAM JAMES BISHOP

JACQUELIN ARLINE BISHOP

Fee \$35.00

STATE OF OREGON, } ss.  
 County of Klamath }

I certify that the within instrument was received for record on the 2nd day of Nov., 19 93, at 3:39 o'clock P.M., and recorded in book/reel/volume No. M93 on page 28913 or as fee/file/instrument/microfilm/reception No. 70687, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
 By *Pauline Biehn* Deputy