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01 OCT 3 PM 3:09

## EASEMENT

Vol M01 Page 50661  
STATE OF OREGON, } ss.

Between

And

SPACE RESERVED  
FOR  
RECORDER'S USE

After recording, return to (Name, Address, Zip):

Jody Jeanne Kuhlman, Arthur B Kuhlman and Aaron T Kuhlman  
Sunset Beach Road  
Klamath Falls Oregon 97601

State of Oregon, County of Klamath

Recorded 10/03/01 at 2:09 p m.In Vol. M01 Page 50661By Linda Smith,County Clerk Fee \$ 41.00

MTC SS 135-142

THIS AGREEMENT made and entered into on September 27th 2001, by and between Jody Jeanne Kuhlman and the Heirs and Devisees of Terry A. Kuhlman, hereinafter called the first party, and BEATRICE W. Kuhlman,

hereinafter called the second party, WITNESSETH:

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

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit: **An easement for joint user driveway over and across Exhibit A and Exhibit B. The parties own the adjacent properties and have used the existing driveway for ingress and egress to their respective properties for many years. First Party and Second Party desire to create this driveway easement to benefit both of their parcels. This reciprocal easement shall run with the land and to benefit both properties equally. The two driveways run parallel with each other and the garages face each other. The parties may need to use the existing driveway area to back in and out of their respective garages.** See attached Exhibit "C" attached hereto and made a part hereof for approximate location of said existing driveway easement.

Neither Party shall block or fence the area that may be required to have open use of the driveway portion adjacent to the garages and/or shop.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

**First Party and Second Party**  
The ~~second~~ **first** party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the **first** & second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.  
**and Second Party**  
Except as to the rights herein granted, the **first** party shall have the full use and control of the above described real estate.  
**The First & Second Party**  
The **first** & second party agrees to save and hold the **first** party harmless from any and all claims of third parties arising from the **first** party's use of the rights herein granted.  
The period of this easement shall be **perpetuity**, always subject, however, to the following specific conditions, restrictions and considerations:  
**\*Each party shall be responsible for the maintenance of their own respective driveways.**

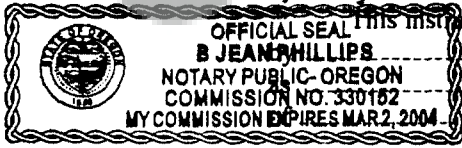
If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and the second party's right of way shall be parallel with the center line and not more than \_\_\_\_\_ feet distant from either side thereof.  
During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, ~~shared equally~~ ☐ both parties, with the first party responsible for \_\_\_\_\_ % and the second party responsible for \_\_\_\_\_. (If the last alternative is selected, the percentages allocated to each party should total 100.) **\*Each party to be responsible for the maintenance on their own respective driveways.**

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.  
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.  
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.  
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

*Jody Jeanne Kuhlman*  
Jody Jeanne Kuhlman  
*Arthur B. Kuhlman*  
Arthur B Kuhlman  
FIRST PARTY

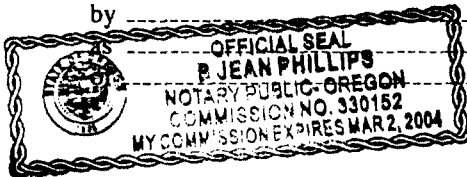
*Aaron T Kuhlman*  
Aaron T Kuhlman  
STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on September 27th 2001,  
by Jody Jeanne Kuhlman, Arthur B Kuhlman and Aaron T Kuhlman



*[Signature]*  
Notary Public for Oregon  
My commission expires 3-2-04

*Beatrice W. Kuhlman*  
Beatrice W Kuhlman  
SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on September 10-1-01 2001  
by Beatrice W. Kuhlman



*[Signature]*  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Beginning at a point on the East line of Crest Street which is South 88 degrees 44' West a distance of 1,303.9 feet from the East quarter corner of Section 10; thence South 1 degree 08' East along the East line of Crest Street a distance of 144.5 feet to the North line of Landis Park, a platted subdivision; thence North 88 degrees 44' East along said North line a distance of 96.0 feet to the Northwesterly line of the U.S.R.S. Drain; thence North 25 degrees 45' East along said Northwesterly line a distance of 163.2 feet to its intersection with the East-West center line of Section 10; thence South 88 degrees 44' West a distance of 175.0 feet to the point of beginning; being in the NE1/4 SE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPT a parcel of land situated therein more particularly described as follows: Beginning at an iron pin on the intersection of the North boundary of Landis Park subdivision and the East boundary line of Crest Street, said point being South a distance of 144.5 feet and West a distance of 1,303.9 feet from the East one-fourth corner of said Section 10; thence Northerly along the East boundary line of Crest Street a distance of 80.5 feet; thence Easterly at right angles to Crest Street to the Westerly boundary line of the U.S.B.R. drain ditch; thence Southwesterly along the Westerly boundary line of said drain ditch to an iron pin on the Northeast corner of Lot 19, Landis Park; thence Westerly along the North line of said Lot 19 a distance of 96.0 feet more or less to the point of beginning.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

A parcel of land situate in the NE1/4 SE1/4 of Section 10, Township 39 South, Range 9 East, Willamette Meridian, being more particularly described as follows:

Beginning at an iron pin on the intersection of the North boundary of Landis Park subdivision and the East boundary line of Crest Street, said point being South a distance of 144.5 feet and West a distance of 1,303.9 feet from the East one-fourth corner of said Section 10; thence Northerly along the East boundary line of Crest Street a distance of 80.5 feet; thence Easterly at right angles to Crest Street to the Westerly boundary line of the U.S.B.R. drain ditch; thence Southwesterly along the Westerly boundary line of said drain ditch to an iron pin on the Northeast corner of Lot 19, Landis Park; thence Westerly along the North line of said Lot 19 a distance of 96.0 feet more or less to the point of beginning.

NE1/4 SE1/4 SEC. 10 T.39S. R.09E. W.M.  
KLAMATH COUNTY

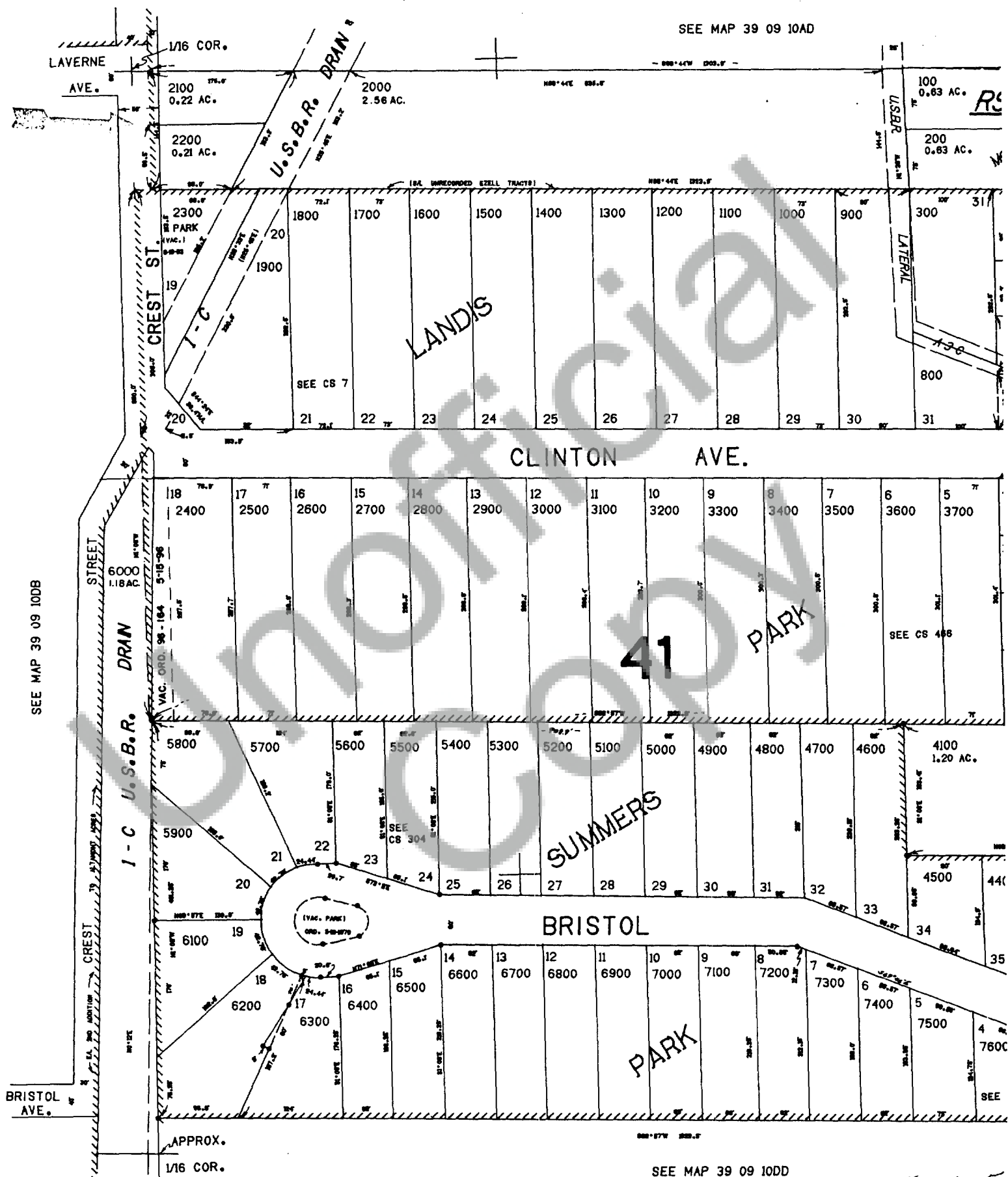
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY.

EXHIBIT "C"

1"=100'

50665

SEE MAP 39 09 10AD



SEE MAP 39 09 10DD