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03 OCT 2 AM 8:56

Vol M03 Page 73634**EASEMENT FOR AUTOMOBILE DRIVEWAY**

Between

WILLIAM J DIXON38436 KICKBUSCH LANESPRINGFIELD, OR 97478

And

MUSETTA C DIXON38436 KICKBUSCH LANESPRINGFIELD, OR 97478

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

MUSETTA DIXON38436 KICKBUSCH LANESPRINGFIELD, OR 97478SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath  
 Recorded 10/02/03 8:56 a. m  
 Vol M03 Pg 73634-35  
 Linda Smith, County Clerk  
 Fee \$ 26<sup>00</sup> # of Pgs 2

THIS AGREEMENT made and entered into on SEPTEMBER 23, 2003, by and  
 between WILLIAM J DIXON  
 hereinafter called the first party, and MUSETTA C DIXON

, 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:

✓ TWP 25 RNGE 8, BLOCK SEC 9, TRACT W2S2SW4NE4SE4

and the second party is the record owner of the following described real property in that county and state, to-wit:

TWP 25 RNGE 8, BLOCK SEC 9, TRACT E2S2SW4NE4SE4

and the two parcels of real estate adjoin one another; and the parties desire to grant to each other an easement and right to use a certain automobile driveway now existing or about to be constructed along and upon a portion of each parcel;

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

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:

30 FT (THIRTY FOOT) WIDE DRIVEWAY EASEMENT ALONG SOUTH BOUNDARY, FOR THE PURPOSE  
 OF ACCESSIBILITY TO PROPERTY

(OVER)

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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:

NONE

Each party may use the whole automobile driveway in common with the other party, including that portion thereof situated on the property of the other party, for ingress and egress of automobiles and uses incidental thereto.

Maintenance and the cost of maintenance of all of the real estate described in this 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): ☐ both parties, share and share alike; ☒ both parties, with the first party responsible for 25 % and the second party responsible for 75 %. (If the last alternative is selected, the percentages allocated to each party should total 100).

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.

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 order of its board of directors

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

William J. Dixon  
FIRST PARTY

STATE OF OREGON, County of Lane

This instrument was acknowledged before me on September 29th, 2003  
by William J. Dixon

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_



William J. Dixon  
Notary Public for Oregon

My commission expires June 3, 2005

Musetta C. Dixon  
SECOND PARTY

STATE OF OREGON, County of Lane

This instrument was acknowledged before me on September 25, 2003  
by Musetta C. Dixon

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Lonnie A. Miller  
Notary Public for Oregon

My commission expires 6-9-05