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MTZ-66310TM

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RECIPROCAL EASEMENT/AUTOMOBILE DRIVEWAY

State of Oregon, County of Klamath

Recorded 09/30/04 3:32 p m

Vol M04 Pg 66160-65

Linda Smith, County Clerk

Fee \$ 46.00 # of Pgs 6

DATE: Sept 28, 2004

BETWEEN: A. Darrel Rusth and Jane L. Rusth
5122 Bryant Avenue
Klamath Falls, Oregon 97603

and

Richard Osuna and Edith Osuna
5130 Bryant Avenue
Klamath Falls, Oregon 97603

This Agreement is made and entered into this 28 day of Sept 2004
2004 by and between A. Darrel Rusth and Jane L. Rusth, hereinafter referred to as "Rusths", and
Richard Osuna and Edith Osuna, hereinafter referred to as "Osunas".

RECITALS

A. Rusths are the record owner of the following described real property situated in
Klamath County, Oregon, to wit:

Lot 37, of Yalta Gardens, Klamath County, Oregon.

This property is commonly known as 5122 Bryant Avenue,
Klamath Falls, Oregon, 97603.

B. Richard Osuna and Edith Osuna are purchasing and will be the record owner of
the following described real property also situated in Klamath County, Oregon, to wit:

Lot 38, of Yalta Gardens, according the official plat thereof
on file in the records of Klamath County, Oregon.

This property is commonly known as 5130 Bryant Avenue,
Klamath Falls, Oregon, 97603.

46.00

C. The two parcels of real property described above adjoin one another. The parties desire to grant to each other an easement and right to use a portion of the automobile driveway now existing upon a portion of each parcel.

D. The parties also desire to agree to the construction of a fence along the property line of the adjacent parcels.

Wherefore, in consideration of each parties' granting to the other an easement hereinafter described, and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Rusths conveys to Osunas a perpetual easement for automobile driveway purposes and uses associated therewith, along and upon that portion of Rusths' property described as follows:

A portion of Lot 37, Yalta Gardens Subdivision, according to the official plat thereof on file in the office of the Klamath County Clerk, described as follows:

Beginning at the northeast corner of said Lot 37; thence S. 89°04'00" W., 10.00 feet along the north line of Lot 37; thence S. 00°54'00" E. parallel with the east line of Lot 37, a distance of 70.00 feet; thence N. 89°04'00" E., 10.00 feet to a point on the east line of Lot 37; thence N. 00°54'00" W., 70.00 feet along said east line to the point of beginning. Bearings are based on recorded survey No. 473.

2. Osunas conveys to Rusths a perpetual easement for automobile driveway purposes and uses associated therewith, along and upon that portion of Osunas' property described as follows:

A portion of Lot 38, Yalta Gardens Subdivision, according to the official plat thereof on file in the office of the Klamath County Clerk, described as follows:

Beginning at the northwest corner of said Lot 38; thence N. 89°04'00" E., 5.00

feet along the north line of Lot 38; thence S. 00°54'00" E. parallel with the west line of Lot 38, a distance of 70.00 feet; thence S. 89°04'00" W., 5.00 feet to a point on the west line of Lot 38; thence N. 00°54'00" W., 70.00 feet along said west line to the point of beginning. Bearings are based on recorded survey No. 473.

3. Each party may use the whole automobile driveway, except as otherwise restricted by the fence along the respective parties' property line which is addressed hereafter and except as provided by No. 4 below, 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.

4. Osunas shall be entitled to use the common driveway which is the subject of this easement only as access to their garage and backyard, but shall not be entitled to use the driveway for parking purposes.

5. Maintenance and the cost of maintenance of all of the real property which constitutes the easement for the automobile driveway, 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 both parties in equal shares.

6. 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. If an invitee of a holder of an interest in the easement is responsible for damage to the easement then the holder of the interest in the easement shall be responsible for the damage caused to the easement by the invitee, vis-a-vis the other party to this easement.

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7. The parties agree that if either Rusths or Osunas request, a fence twenty-seven feet in length shall be constructed along the property line of the adjacent parcels, said fence line being more specifically described as follows:

Commencing at the northeast corner of said Lot 37; thence S. 00°54'00" E., 70.00 feet along the line between Lot 37 and Lot 38 to the True Point of Beginning; thence continuing S. 00°54'00" E., 27.00 feet to a point opposite of the northeast corner of the garage on Lot 37. Bearings are based on recorded survey No. 473.

A copy of recorded Survey No. 473 is attached hereto and by this reference incorporated herein as Exhibit 1.

8. The party desiring to install the fence shall be obligated to pay the cost of the installation of the fence. The party installing the fence may install the fence with such materials and to such specification as deemed appropriate by the installing party, as long as said specifications otherwise comply with codes of Klamath County, Oregon. If both parties agree to install the fence, then the parties shall share the cost of the installation of the fence.

9. A diagram of the respective parcels, the easement granted herein by each party and the location of the fence line is attached hereto as Exhibit 2 and by this reference incorporated herein.

10. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. In the event of any controversy, claim, or dispute relating to this instrument or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

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12. It is anticipated that this document will be signed by the parties at the time of the closing of the sale of that property commonly known at 5130 Bryant Avenue, Klamath Falls, from Rusths to Osunas. If this document is signed prior to the closing of said sale when Osunas are to become the fee owner of that property at 5130 Bryant Avenue, Klamath Falls, then this document shall be construed as a deed restriction imposed by the Rusths with respect to the property at 5122 Bryant Avenue and 5130 Bryant Avenue, Klamath Falls, Oregon.

13. This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

14. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon.

A Darrel Rusth
A. Darrel Rusth

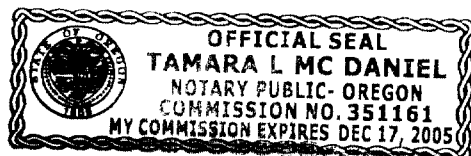
Richard E Osuna
Richard Osuna

Jane L. Rusth
Jane L. Rusth

Edith J. Osuna
Edith Osuna

STATE OF OREGON)
) ss.
County of Klamath)

Signed or attested to before me on this 28 day of September, 2004, by A. Darrel Rusth.



Tamara L. McDaniel
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/17/05

66165

STATE OF OREGON)
) ss.
County of Klamath)

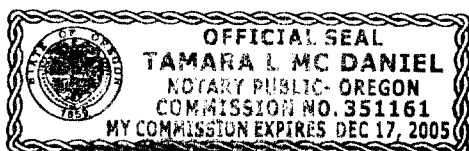
Signed or attested to before me on this 28 day of Sept, 2004, by Jane L. Rusth.



Tamara L. McDaniel
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/17/05

STATE OF OREGON)
) ss.
County of Klamath)

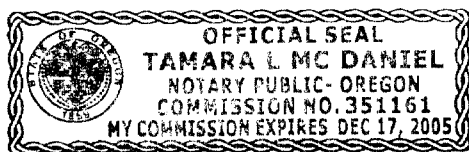
Signed or attested to before me on this 29 day of Sept, 2004, by Richard Osuna.



Tamara L. McDaniel
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/17/05

STATE OF OREGON)
) ss.
County of Klamath)

Signed or attested to before me on this 29 day of Sept, 2004, by Edith Osuna.



Tamara L. McDaniel
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/17/05