

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



## EASEMENT FOR AUTOMOBILE DRIVEWAY

2009-004455

Klamath County, Oregon



00063391200900044550030032

SPACE RESER  
FOR  
RECORDER'S

03/30/2009 02:17:22 PM

Fee: \$31.00

Between

Eileen Grimes Trust  
11990 Hwy 140 East  
Klamath Falls, OR 97603

And

Irvin & Karen Petersen  
PO Box 82  
Bonanza, OR 97623

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

Irvin & Karen Petersen  
PO Box 82  
Bonanza, OR 97623

THIS AGREEMENT made and entered into on July 28, 2008, by and  
between Eileen L. Grimes Trust, with Eileen L. Grimes as Trustee,  
hereinafter called the first party, and Irvin Petersen and Karen Petersen  
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:

All of the W1/2 of the E1/2 of the W1/2 of the NW1/4, and  
all of the W1/2 of the E1/2 of the W1/2 of the SW1/4 of  
Section 15, Township 39 South, Range 10 East of the Willamette  
Meridian, Lying North of Highway 140.

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

The E1/2 of the W1/2 of the W1/2 of the W1/2 of Section 15,  
Township 39 South, Range 10 East of the Willamette Meridian,  
Klamath County, Oregon, Lying North of Highway 140.

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 valu-  
able 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:

First party conveys to second party a perpetual easement for all  
ingress and egress for trucks, trailers, farm machinery any and all motorized  
vehicles as deemed necessary by the second party, along and upon that portion  
of first party's property described as follows,

Starting from the SW corner of the common property line of the above  
described property, travel SE along property line bordering the North  
portion of Highway 140, 64' more or less, then N 194' more or less, then W  
45' more or less, then S 150' more or less, along common property line to  
the point of beginning. (see attached exhibit A)

(OVER)

Returned to Counter

perpetual  
Second party conveys to First party a ~~an~~ easement for current hay barn located along adjoining property line, also;

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:

Second party conveys to first party a perpetual easement for all ingress and egress for trucks, trailers, farm machinery any and all motorized vehicles as deemed necessary by the first party, along and upon that portion of second party's property described as follows,

Starting from the SE corner of the common property line of the above described property, travel N 150' more or less, then W 24' more or less, then S 134' more or less, then SE along property line bordering the North portion of Highway 140, 27' more or less, to the point of beginning.

(see attached exhibit A)

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 \_\_\_\_\_% and the second party responsible for \_\_\_\_\_%. (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.



Eileen R. Grimes, trustee  
FIRST PARTY

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on Sept. 10, 2008  
by Eileen R. Grimes, Trustee

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

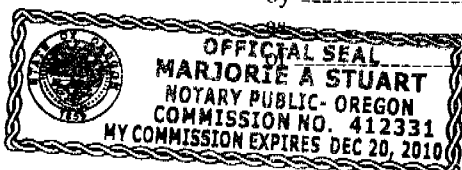
Linda Kingzett  
Notary Public for Oregon  
My commission expires 10-5-2011

Karen Petersen  
SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on 7/30/08  
by Jana Petersen & Karen Petersen

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



Marjorie A. Stuart  
Notary Public for Oregon  
My commission expires 12/20/10

The diagram is a hand-drawn survey map showing the boundary between Petersen Property (on the left) and Grimes Property (on the right). Highway 140 runs diagonally across the bottom of the map. The boundary between the properties is defined by a series of points and distances:

- At the top, a horizontal distance of 24' is marked from the left property line to a vertical line.
- From this vertical line, a horizontal distance of 45' is marked to the right property line.
- On the left property line, a vertical distance of 134' is marked from the highway to the top boundary line.
- On the right property line, a vertical distance of 194' is marked from the highway to the top boundary line.
- Along the highway (Highway 140), a horizontal distance of 27' is marked from the left property line to a point on the boundary.
- From this point, a horizontal distance of 64' is marked to the right property line.
- A vertical distance of 150' is marked from the highway to the top boundary line, centered between the 27' and 64' segments.

The legend at the bottom right identifies the line types used:

- Solid line: RIGHT OF WAY
- Dashed line: DITCH LINE
- Long dashed line: FOG LINE
- Short dashed line: CENTERLINE
- Very short dashed line: FOG LINE