

2017-012774

Klamath County, Oregon



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11/06/2017 02:06:10 PM

Fee: \$47.00

JARED ACHEPOHL  
28783 GIMPL HILL RD.  
EUGENE OR 97402

DRIVEWAY EASEMENT FOR ACCESS TO PROPERTY

In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jared Achepohl ("Grantor") hereby grants and conveys to Jared Achepohl and Adam Achepohl, ("Grantees"), their successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the property described, hereto and incorporated herein by reference as ("Property").

1. **Property.** Owned by Jared Achepohl, is on Surveyor Rd. in the Two Rivers North subdivision of Klamath County, Oregon. Township 26, Range 07, Section 001D0, Tax Lot 10400
2. **Grant.** The easement granted hereby shall be for ingress and egress to, ~~from, upon and~~ over the Property described to solely provide access to the same and adjacent properties owned by Grantees. Adjacent properties described as such: Township 26, Range 07, Section 001D0, Tax Lot 10300 owned by Jared Achepohl and Township 26, Range 07, Section 001D0, Tax Lot 10500 owned by Adam Achepohl.
3. **Driveway.** The Grantees may construct a permanent driveway on the Property.
4. **Failure to Construct and Maintain.** If the Grantees or their successors or assigns should fail to construct and maintain a driveway allowing access to Grantee's property within 1 year from the date hereof, all right, title and interest in and to the Easement described herein shall immediately revert to the Grantor, its successors or assigns.
5. **No Interference.** Grantor shall not interfere with the Grantee's construction of such driveway within the Easement.
6. **Termination.** This Easement shall be terminated at any time by an instrument executed for such purpose and signed by the parties.
7. **Amendment.** This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.
8. This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.
9. **Governing.** This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon. SIGNED on this the 2nd day of November, 2017.

Returned at Counter  
Lanu Thokki  
Soured Achepohl

GRANTOR:

JARED ACHEPOHL

*Jared Achepohl*

GRANTEES:

JARED ACHEPOHL

*Jared Achepohl*

ADAM ACHEPOHL

*Adam Achepohl*

STATE OF: OREGON

COUNTY OF: KLAMATH COUNTY

Personally appeared before me, the undersigned authority in and for the said County and State, on this 2nd day of November, 2017, within my jurisdiction, the within named Jared Achepohl, Grantor, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.

*Tammy Marie Smith*

NOTARY PUBLIC

My Commission Expires:

July 23, 2018

