

Nal Buchanan.  
Returned at Counter

**First Party Name & Address:**

Judy L. Blomquist, Trustee  
6277-A Kahuna Road  
Kapaa, HI 96746

**Second Party Name & Address:**

Judy L. Blomquist, Trustee  
6277-A Kahuna Road  
Kapaa, HI 96746

**After Recording Return to:**

Judy L. Blomquist, Trustee  
6277-A Kahuna Road  
Kapaa, HI 96746

**2022-004744**

Klamath County, Oregon



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04/14/2022 08:50:56 AM

Fee: \$102.00

**AGREEMENT FOR EASEMENT, MAINTENANCE & REPAIR**

THIS AGREEMENT made and entered into this 30 day of March, 2022, by and between **JUDY L. BLOMQUIST, Trustee of the Survivors Trust under the Blomquist Family Trust UAD March 9, 2004** hereinafter called the First Party (inadvertently designated as July L. Blomquist in the deed recorded at volume 2016-006168); and **JUDY L. BLOMQUIST, Trustee of the Survivors Trust under the Blomquist Family Trust UAD March 9, 2004**, hereinafter called the Second Party (inadvertently designated as July L. Blomquist in the deed recorded at volume 2016-006168);

**WITNESSETH:**

WHEREAS: First Party is the owner of certain real property (herein called "servient property") located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Parcel 1 of Land Partition 13-21 on file in the office of the County Clerk of Klamath County, Oregon

and has the right to grant the easement and enter into the agreements hereinafter described relative to the said real estate; and

WHEREAS, Second Party contemplates a sale to Third Parties of certain real property (herein called "dominant property"), located in the County of Klamath, State of Oregon, and legally described as follows, to-wit:

Parcel 2 of Land Partition 13-21 on file in the office of the County Clerk of Klamath County, Oregon

NOW THEREFORE, in view of the premises, First Party and Second Party agree as follows:

ACCESS: The First Party does hereby ratify, confirm and agree with Second Party that each of the parties shall comply with the terms and provisions of a certain reserved seventy-foot strip to be "maintained in such manner as to permit vehicular traffic". The terms and provisions of said easement are set out in a certain WARRANTY DEED recorded at Volume

M79 page 5728 and further confirmed in the provisions and plat map of Land Partition 13-21. The said easement and reservation is to be appurtenant to each and every portion of the "dominant property" and shall run with the land in perpetuity.

The said easement may be utilized by both parties for ingress and egress to that certain parcel of real property denominated herein as "dominant property".

Both First Party and Second Party shall have the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions as necessary for the use, enjoyment, operation, and maintenance of the easement hereby granted and all rights and privileges incident thereto.

First Party and Second Party shall each be responsible to continuously maintain the surface upon the easement so as to allow for ingress and egress by both First Party and Second Party. Such maintenance may include crack sealing, coating, painting or replacement of the surface material, as necessary. Maintenance of the easement herein granted and costs of repair of the easement shall be the responsibility of First Party and Second Party equally.

Maintenance of the easement herein granted 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 First Party and Second Party equally. Should either party cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage at their sole expense.

Neither party, nor their successors or assigns, shall be liable to the other for damage to the above-described premises occurring incidental to the proper use of this easement, PROVIDED, HOWEVER, that in the event of damage to the premises occasioned by a construction process, or damage to premises outside of and adjacent to the above-described parcel caused by one of the parties, that party's successors and assigns, the party causing such damage shall repair the same and place said premises in as good a condition as they were in immediately prior to such damage.

First Party shall not erect any buildings within the easement area. First Party retains the right to utilize the easement area in such manner as not to interfere with the rights herein granted, except that trees may not be planted thereon.

The easement herein granted shall be perpetual.

PARKING: As a supplement to, but not a replacement of the provisions of Land Partition 13-21 which provides in relevant part that declarant does "hereby create the following easements: . . . "2) A BLANKET SHARED PARKING EASEMENT OVER AND ACROSS BOTH PARCELS AND TO BENEFIT BOTH PARCELS" the parties agree that if or when additional parking is needed by "dominant property" or "servient party" all parking spaces shall be

available for and use by the owners, occupiers, customers, employees and invitees of either property.

OVERHEAD LIGHTING: It is agreed that the overhead lighting currently in place benefits both parcels. Therefore, while the electric service is located on and billed to the owner of Parcel 2, all costs of maintenance, repair, electrical service and other related expenses of such overhead lighting shall be paid equally by First Party and Second Party.

LANDSCAPING: It is agreed that the landscape and water used for landscaping currently in place benefits both parcels. Therefore, while the water service is located upon and billed to the owner of Parcel 1, all costs of landscaping and water service for landscaping and other related expenses of such shall be paid equally by First Party and Second Party.

SNOW REMOVAL: It is agreed that all expense for removal of snow from the seventy-foot easement referred to hereinabove (and in Land Partition 13-21 and the document recorded at Volume M79 page 5728) shall be paid equally by First Party and Second Party.

COMMON SIGNAGE: Maintenance of and payment of the costs of electrical service to the common sign located along Washburn Way shall be paid by First Party and Second Party equally.

ACCOUNTING: The parties shall in good faith endeavor to appoint a qualified neutral third party to calculate all sums due and owing from one to the other pursuant to the terms of the within agreement.

NOTICE: Unless otherwise agreed, either parties who desires to conduct repair, maintenance, or replacement with reference to the items referred to in this agreement shall give written notice to the other party, inclusive of contractors' proposed bids for the worked proposed to be done. The notice shall be personally served or mailed by first class mail AND certified mail return receipt requested to the other party at that party's last know address. The party receiving notice shall be required to indicate any objection within seven days of the date of mailing. If there is objection and parties are unable to resolve the objection, the dispute shall be submitted for mediation. If mediation does not resolve the dispute, the parties shall submit the matter to binding arbitration. if possible, mediators and arbitrators shall be licensed contractors familiar with the type of work to be performed. If the parties are unable to choose mediators and arbitrators, the resolution process shall proceed under the rules of the Arbitration Service of Portland, Inc. with no requirement of a contractor background for the mediators and arbitrators.

BINDING UPON SUCCESSORS: 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, successors and assigns, and this easement shall be appurtenant to that certain parcel of real property described herein as the "dominant property" and shall run with the land.

ENFORCEMENT: The terms this agreement and of the easement granted herein may be enforced by suit for specific performance brought in the Circuit Court of the State of Oregon for Klamath County.

INTERPRETATION: In construing this instrument and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on the day and year set forth hereinbelow.

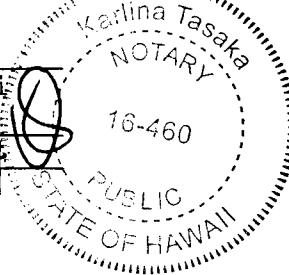
SURVIVORS TRUST UNDER THE BLOMQUIST FAMILY TRUST UAD MARCH 9, 2004

By: Judy L. Blomquist  
JUDY L. BLOMQUIST, Trustee as First Party

State of Hawaii .  
County of Kauai

On this 30 day of MARCH, 2022, before me personally appeared JUDY L. BLOMQUIST, to me known to be the person described in and who executed the foregoing instrument known as an AGREEMENT FOR EASEMENT, MAINTENANCE & REPAIR consisting of 4 pages and acknowledged that he/she/they executed the same as her free act and deed.

Karlina Tasaka  
Signature of Notary Public for Hawaii  
Print Name: Karlina Tasaka  
My Commission expires: 04-24-2024 (Seal)



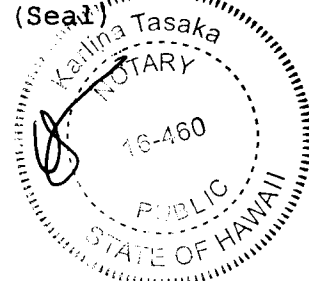
SURVIVORS TRUST UNDER THE BLOMQUIST FAMILY TRUST UAD MARCH 9, 2004

By: Judy L. Blomquist  
JUDY L. BLOMQUIST, Trustee as Second Party

State of Hawaii .  
County of Kauai

On this 30 day of MARCH, 2022, before me personally appeared JUDY L. BLOMQUIST, to me known to be the person described in and who executed the foregoing instrument known as an AGREEMENT FOR EASEMENT, MAINTENANCE & REPAIR consisting of 4 pages and acknowledged that he/she/they executed the same as her free act and deed.

Karlina Tasaka  
Signature of Notary Public for Hawaii  
Print Name: Karlina Tasaka  
My Commission expires: 04-24-2024



(KH)

Date: 3.30.22 # Pages: 6 4  
Name: Karlina Tasaka 5 Circuit  
Doc. Description: Agree

Karlina Tasaka  
Notary Signature

NOTARY CERTIFICATION

