

ON

43680

RECIPROCAL EASEMENT

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For Automobile Driveway Adjoining Parcels

THIS RECIPROCAL EASEMENT, Made and entered into this 12th day of August, 1997,
between Finley Duane W

hereinafter called first party, and William Guy Foster III

hereinafter called second party, WITNESSETH:

WHEREAS, the first party is the owner in fee simple of the following described real property in the County of Klamath, State of Oregon, to-wit:

Prop ID : R624051 (Real Estate)
Map Tax Lot : R-4008-02080-00300-000
Legal : Cedar Trails, Block 5, Lot 1

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and the second party is the owner in fee simple of the following described real property in said county and state, to-wit:

Prop ID : R 623819
Map Tax Lot : R-4008-01700-00900

The S1/2W1/2SE1/4SW1/4 of Section 17, Township 40 South,
Range 8 East of the Willamette Meridian

and said two parcels of real estate adjoin each other; and

WHEREAS, the parties desire to grant to each other an easement and right to use a certain automobile driveway now or about to be constructed along and upon a portion of both of said parcels;

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

26919

FIRST: 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:

A Driveway Not Wider Than 30 Feet On The Very North Corner of Parcel R-4008-02000-00300-000

SECOND: 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: *N/A*

THIRD: It is mutually agreed that each party may use in common with the other party, the whole of said automobile driveway, including that portion thereof situated on the property of the other party, for ingress and egress of automobiles and uses incidental thereto.

FOURTH: Maintenance and the cost of maintenance of all of the real estate described in this reciprocal easement shall be the responsibility of (check one): ☐ both parties equally, share and share alike; ☐ both parties, with the first party being responsible for *0* % and the second party being responsible for *100* %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

FIFTH: In construing the foregoing agreement, the plural shall mean and include the singular wherever the context so requires.

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

x *Duane W. Finley* 5/14/97
Duane Finley

STATE OF OREGON,

County of *Klamath*

This instrument was acknowledged before me on

Aug 15 97

by *Notary Public for Oregon*

(SEAL)

My commission expires: *Aug 12 2000*

William Guy Foster
WILLIAM GUY FOSTER III

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____, 19____, by _____

(SEAL)

My commission expires: _____

EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

William G Foster III
22141 Saiter Rd
Perris Ca 92570

STATE OF OREGON,
 County of *Klamath*

NOTARY PUBLIC - OREGON

COMMISSION NO. 000000

EXPIRATION DATE 08/12/2000

SPACE RESERVED

FOR

RECORDER'S USE

Filed for record at request of:

William Foster

on this *15th* day of *August* A.D., 1997

at *2:14* o'clock *P.* M. and duly recorded

in Vol. *M97* of *Deeds* Page *26918*

Bernetha G. Leisch, County Clerk

By *Kathleen Ross*

Fee, \$35.00

Deputy