

57737

Vol. 1198 Page 15347

91 MAR -7 1998

MTC 44235-KA

FORM 1-0-011 EASEMENT FOR AUTOMOBILE DRIVEWAY

COPYRIGHT 1992 (REVISED) LAW PUBLISHING CO., PORTLAND, OR 97204

EASEMENT FOR AUTOMOBILE DRIVEWAY

Between:

Steven A. Goeller & Suzanne G. Smith

And

Cyrus S. Hamilton & Gail Ann Hamilton

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

Steven A. Goeller
1210 Wild Plum Drive
Klamath Falls OR 97601SPACE RESERVED
FOR
RECORDING'S USE

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____,
Records of said County.Witness my hand and seal of County
affixed.

NAME TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into this _____ day of _____, 1998, by and
between Suzanne Goeller, Personal Representative of the Estate of Ethel Carlson Goeller,
hereinafter called the first party, and Cyrus S. Hamilton and Gail Ann Hamilton

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: A portion of Lot 12 in Block 4 of WEST KLAMATH FALLS, formerly
West Linkville more particularly described as follows:
Commencing at the Southeast corner of Lot 12 in Block 4 of WEST KLAMATH FALLS,
thence in a Westerly direction at a right angle to Main Street, a distance
of 120 feet; thence in a Northerly direction a distance of 74 feet; thence
in an Easterly direction a distance of 120 feet to Main Street; thence in a
Southerly direction along Main Street a distance of 74 feet to the place of
beginning.

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

Lot 13 in Block 4 of WEST KLAMATH FALLS, formerly West Linkville, according to
the official plat thereof on file in the office of the County Clerk of Klamath
County, Oregon.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:

SEE ATTACHED EXHIBIT "A"

(OVER)

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:

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 50% and the second party responsible for 50%. (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.

Suzanne Goeller Smith and Steven A. Goeller personal representatives of the Estate of Ethel Martina Goeller, deceased

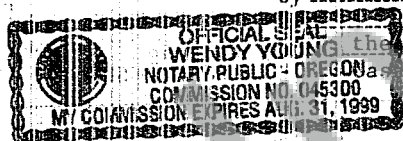
Suzanne G. Smith
Suzanne Goeller Smith

Steven A. Goeller
Steven A. Goeller

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on _____, 1998,
by _____

This instrument was acknowledged before me on May 4, 1998,
by Steven A. Goeller



Personal Representative
of the estate of Ethel M. Goeller, Klamath County Circuit Court
No. 9705235 CV.

Wendy Young
Notary Public for Oregon
My commission expires 8-31-99

Cyrus S. Hamilton
Cyrus S. Hamilton
Gail Ann Hamilton
Gail Ann Hamilton

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on May 5, 1998,
by Cyrus S. Hamilton and Gail Ann Hamilton

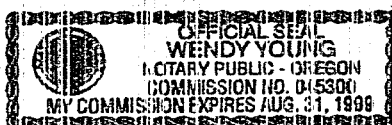
This instrument was acknowledged before me on _____, 19____,



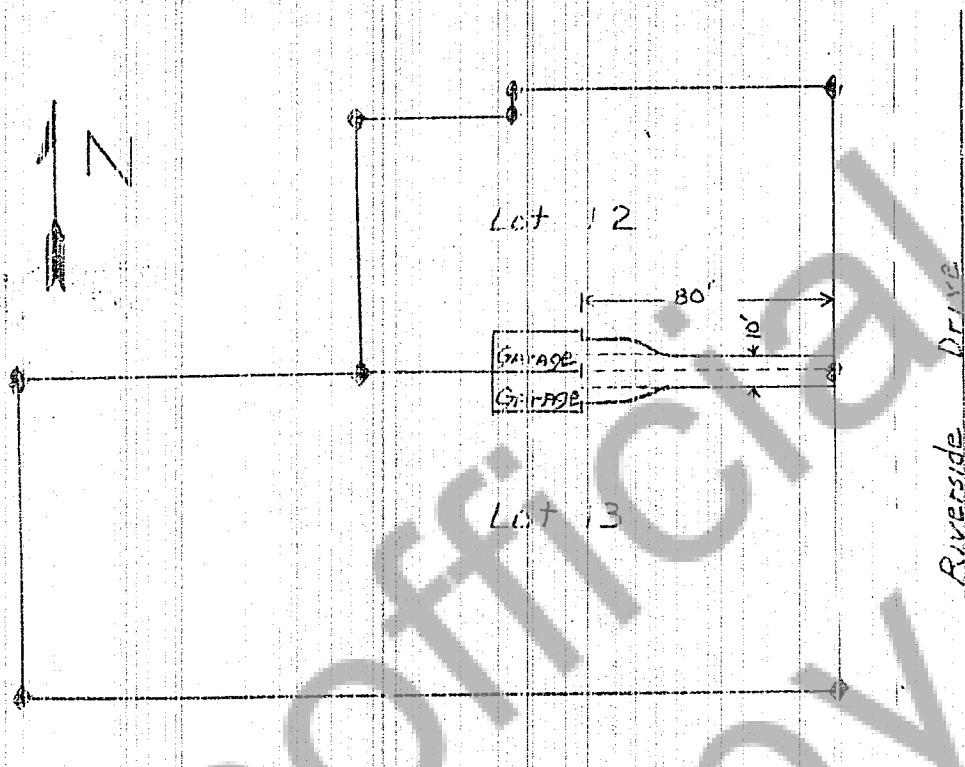
Wendy Young
Notary Public for Oregon
My commission expires 8-31-99

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on May 5, 1998 by Suzanne G. Smith, as Personal Representative of the estate of Ethel M. Goeller, Klamath County Circuit Court Case No. 9705235 CV.



Wendy Young
Notary Public for Oregon
My Commission Expires: 8-31-99



Beginning at a point on the West side of Riverside Drive (formerly known as "Main Street") being the Southeast corner of the Goeller lot and the Northeast corner of the Hamilton lot (a common corner), a driveway of approximately ten feet in width and approximately equal portions on each lot runs westerly along the South boundary of the Goeller lot and the North boundary of the Hamilton lot (a common boundary) for approximately 80 feet.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Agent title _____ the 7th day
of _____ May _____ A.D., 19 98 at 9:49 o'clock AM., and duly recorded in Vol. M98
of _____ Deeds _____ on Page 15347.

FEE \$40.00

By Bernetha G. Letch, County Clerk
Retha G. Letch