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Vol. 1198 Page 15347

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MTC 44235-KA

FORM 1-0-011 EASEMENT FOR AUTOMOBILE DRIVEWAY

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## EASEMENT FOR AUTOMOBILE DRIVEWAY

Between:

Steven A. Goeller &amp; Suzanne G. Smith

And

Cyrus S. Hamilton &amp; 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

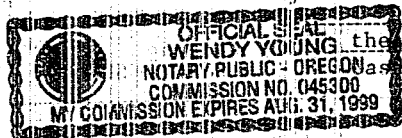
*Suzanne G. Smith*  
Suzanne Goeller Smith

*Steven A. Goeller*  
Steven A. Goeller

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 1998,  
by \_\_\_\_\_, as Personal Representative of the Estate of Ethel Martina Goeller, deceased

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.

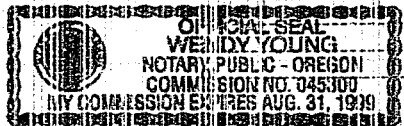
*Wendy Young*  
Notary Public for Oregon  
My commission expires 8-31-99

*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

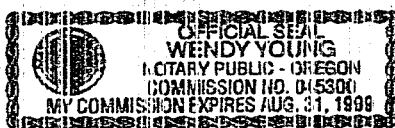
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,



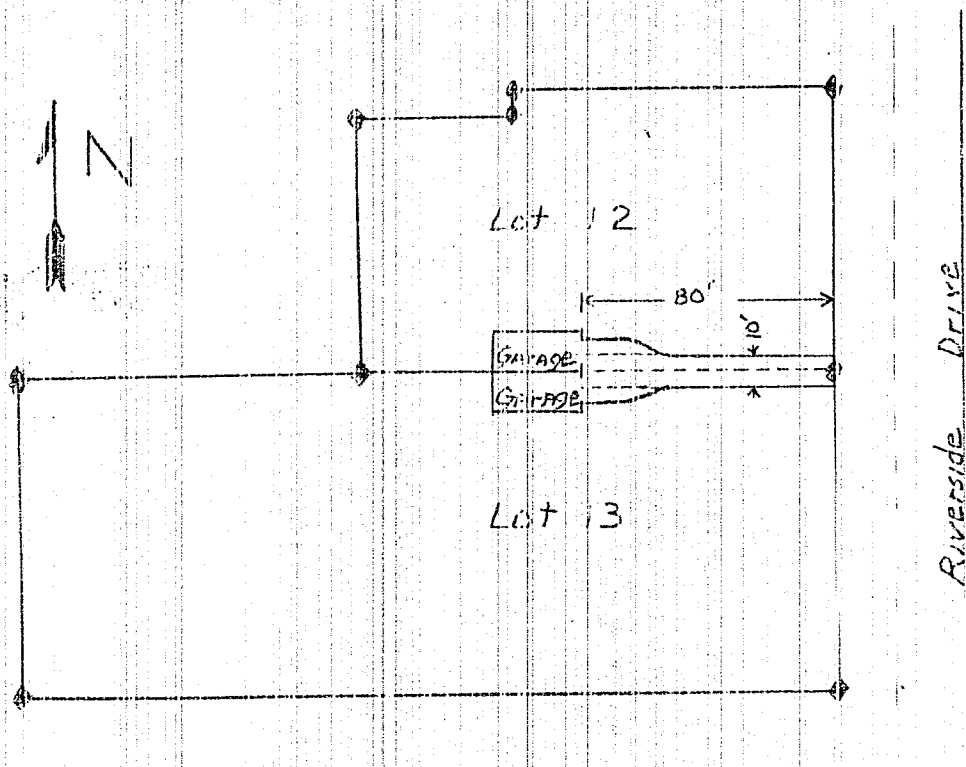
*Wendy Young*  
Notary Public for Oregon  
My commission expires 8-31-99

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 Bernetha G. Letch, County Clerk  
R. L. Letch