

ON

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RECIPROCAL EASEMENT

Vol M00 Page 25439

For Automobile Driveway Adjoining Parcels

THIS RECIPROCAL EASEMENT, Made and entered into this 12th day of July, 2000,
 between Grace Johnson and Jay McInnis
 hereinafter called first party, and Greg Temple
 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:

A Tract of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more
 Particularly described as follows:

Beginning at a point Northerly 30 feet and North 89°21' East along the Northerly right of way line of the Dalles-California Highway a distance of 156.6 feet from the iron pin which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and which point is also the Southeast corner of the property Heretofore conveyed to A. L. Paul and recorded in Book 100 page 477, Deed records of Klamath County, in which Conveyance distances Easterly were computed from the centerline of Miller Lane and running thence: North 0°59' West along the Easterly line of the above mentioned Paul property and also parallel to the centerline of Miller Lane, A distance of 189.4 feet to the Northeast corner of the above mentioned Paul property; thence North 89°21' East Parallel to the Northerly right of way line of the Dalles-California Highway a distance of 90.2 feet to a point on the East bank of the irrigation canal; thence Southeasterly a distance of 190 feet, more or less, to a point on the Northerly Right of way line of the Dalles-California Highway; thence South 89°21' West along the Northerly right of way line of The Dalles-California Highway a distance of 100 feet to the point of beginning. EXCEPTING THEREFROM premises Conveyed to State of Oregon in Deed recorded August 13, 1964 in Volume 355 page 290, Deed records of Klamath County, Oregon.

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

A portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning on the North line of the Dalles-California Highway at a point thereon distant 76 feet East of the intersection of the East line of the lane running North and South through the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and the said North line of said Dalles-California Highway; thence East along said North line of Highway 76 feet; thence North and parallel with said lane 189.4 feet; thence West and parallel with said Highway 76 feet; thence South and parallel with said lane 189.4 feet to the place of beginning.

EXCEPTING THEREFROM that parcel deeded to State of Oregon, by and through its State Highway Commission, under Warranty Deed from Larry Baraboo and Deannie Baraboo, his wife, dated March 6, 1964, recorded March 24, 1964 in Book 351 at Page 659, Deed Records of Klamath County, Oregon.

CODE 41 MAP 3909-2AC TL 7100

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:

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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: Beginning with an 18' width at the point of access from S. 6th Street, changing to 12' wide inside the properties and continuous along the West side of said property for 189' to the N.W. corner.

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: Beginning with an 18' width at the point of access from S. 6th Street, changing to 12' wide inside the properties and continuous along the East side of said property for 189' to the N.E. corner.

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 easement shall be the responsibility of (check one): ☒ both parties equally, share and share alike; ☐ both parties with the first party being responsible for% and the second party being responsible for%. 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 the context so requires.

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

[Signature]

 FIRST PARTY

[Signature]

 SECOND PARTY

STATE OF OREGON, }
 County of Klamath } ss.
 This instrument was acknowledged before me on
 7-11-2000, by
Barbara Adams

 Notary Public for Oregon

(SEAL)

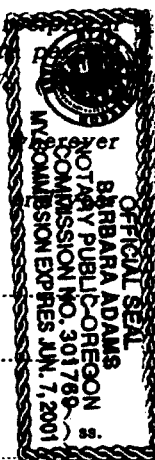
My commission expires: 6-7-01

STATE OF OREGON, }
 County of Klamath } ss.
 This instrument was acknowledged before me on
 7-11-2000, by
Barbara Adams

 Notary Public for Oregon

(SEAL)

My commission expires: 6-7-01



EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

SPACE RESERVED
 FOR
 RECORDER'S USE

State of Oregon, County of Klamath
 Recorded 07/12/00, at 12:54 p.m.
 In Vol. M00 Page 25439
 Linda Smith,
 County Clerk Fee\$ 26⁰⁰