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01 APR 18 AM 8:01

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STATE OF OREGON,



EASEMENT FOR AUTOMOBILE DRIVEWAY

Between

RT Thomas D. Decker & Janice K. Decker
 3812 Thicket Court
 Klamath Falls, OR 97601

And

Jack W. Roberts and Karin W. Roberts
 3804 Thickett Court
 Klamath Falls, OR 97601

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

SPACE RESERVED
 FOR
 RECORDER'S USE

State of Oregon, County of Klamath
 Recorded 04/18/01, at 8:01 a. m.
 In Vol. M01 Page 16596
 Linda Smith,
 County Clerk Fee \$ 26⁰⁰

THIS AGREEMENT made and entered into this 16th day of April, 2001, by and between Thomas D. Decker and Janice K. Decker, husband and wife, hereinafter called the first party, and Jack H. Roberts and Karin W. Roberts, husband and wife, hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in _____ County, State of Oregon, to-wit:

Lot 9, Block 1, TRACT NO. 1225 TANGLEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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

Lots 10 and 11, Block 1, TRACT 1225, TANGLEWOOD, 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 valuable 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:

An easement for ingress and egress over a strip of land 12 feet in width, the centerline of which is described as follows:

Beginning at the Northwest corner of Lot 9, TANGLEWOOD, according to the official plat thereof, records of Klamath County, Oregon, thence South 02°23'54" East along the West line of said Lot 9 a distance of 80 feet and the terminus of said line.

(OVER)

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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:

An easement for ingress and egress over a strip of land 12 feet in width, the centerline of which is described as follows:

Beginning at the Northwest corner of Lot 9, TANGLEWOOD, according to the official plat thereof, records of Klamath County, Oregon, thence South 02°23'54" East along the West line of said Lot 9 a distance of 80 feet and the terminus of said line.

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

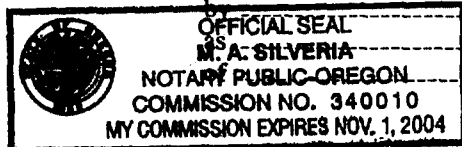
Thomas D. Decker
Janice K. Decker
 FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 17, 2001,

by Thomas D. Decker & Janice K. Decker

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



M. A. Silveria

Notary Public for Oregon

My commission expires 11-01-04

Jack H. Roberts
* Karin W. Roberts
 SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on April 17, 2001,

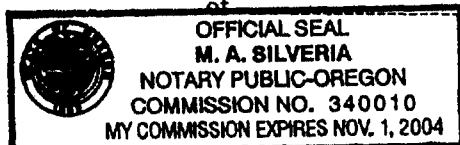
by Jack H. Roberts & Karin W. Roberts

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

by _____

as _____

of _____



M. A. Silveria

Notary Public for Oregon

My commission expires 11-01-04