

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



## EASEMENT FOR AUTOMOBILE DRIVEWAY

2007-000244

Klamath County, Oregon



00012346200700002440020022

01/05/2007 11:21:15 AM

Fee: \$26.00

Between

Deborah R. Williams  
29517 Woodchuck Ln.  
Bonanza OR 97623

And

Lucas and Jennifer Motz  
29511 Woodchuck Ln.  
Bonanza OR 97623

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

Lucas and Jennifer Motz  
29511 Woodchuck Ln.  
Bonanza OR 97623

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THIS AGREEMENT made and entered into on January 4, 2007, by and between Deborah R. Williams, hereinafter called the first party, and Lucas and Jennifer Motz, 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 the SW 1/4 SE 1/4 SE 1/4 of Section 32, Township 37 South, Range 11 E.W.M., County of Klamath, State of Oregon, being more particularly described as follows: Beginning at a point which is 660 feet west of the Klamath County Section marker at the south east corner of the SE 1/4 SE 1/4 of Section 32, Township 37 south, Range 11 east of the Willamette Meridian and proceeding north a distance of 30 feet to the point of beginning; thence north a distance of 220 feet; thence west a distance of 275 feet; thence south a distance of 250 feet; thence east a distance of 110 feet; thence north a distance of 30 feet; thence east a distance of 165 feet to the P.O.B. and the second party is the record owner of the following described real property in that county and state, to-wit: The SW 1/4 of the SE 1/4 of the SE 1/2 of section 32, Township 37 south, Range 11 E.W.M.

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:

For purpose of ingress and egress the south 30 feet. ~~and the west 30 feet DRW~~

(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:

N/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 \_\_\_\_\_% 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.

Deborah R. Williams  
FIRST PARTY

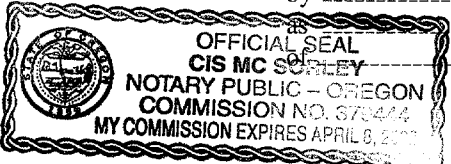
STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on January 04 2007,  
by Deborah R Williams  
This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_



Cis McSorley  
Notary Public for Oregon  
My commission expires April 08 2008

Vince L. Moore  
SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on January 04 2008,  
by Vince L Moore  
This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_



Cis McSorley  
Notary Public for Oregon  
My commission expires April 08 2008