

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

2007-001137

Klamath County, Oregon



00013415200700011370030038

SPACE RESEF
FOR
RECORDER'S USE

01/23/2007 09:28:41 AM

Fee: \$31.00

NO. _____, RECORDS OF THIS COUNTY.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

Between

Alford H. Taylor Jr.

And

Ross L. Perrin

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

Alford H. Taylor Jr.
P.O. Box 1527
Vancouver, WA 98668

THIS AGREEMENT made and entered into on Jan, 22, 2007, by and
between Alford H. Taylor Jr
hereinafter called the first party, and Ross L. Perrin

_____, 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:

R-3507-009A0-700-000 10.19 AC (Property A)

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

Map R-3507-009A0-01500-000, 7.65 AC and R 3507-009A0-1500M1-000 5.00 AC
(Property B-C)

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: The South 29 feet of

The North 30 ft or existing driveway for the purposes of River access

(OVER)

31



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: *For Access from/to Hwy 97 N from/to Parcel 700 Property A. In compliance of corrected Deed 79652, Vol. M73, Pg 9967. (Sufficient Access to the S. 360', lot 8, Sect 9, Twn 35S, R. 7, E. 4M). Primarily 30' wide Beginning Approx. 15' S. of lot 8's N/W Boundary corner and 20' West due West to a point 128' East of center of Hwy 97, at this point turns south paralleling Hwy 97 for 255' meeting the entrance road from Hwy 97 into Parcel B-C, This easement provides for use of the original 97 entrance and existing driveway for 140'. Most of this driveway is existing at this signing.*

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 *each party Responsible for Damage they Cause*

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Alford H. Taylor, Jr.

FIRST PARTY

STATE OF OREGON, County of *Klamath*) ss.

This instrument was acknowledged before me on *January 22, 2007*

by *Alford H. Taylor, Jr.*

This instrument was acknowledged before me on _____

by _____

as _____

of _____

Dee

SECOND PARTY

STATE OF OREGON, County of *Klamath*) ss.

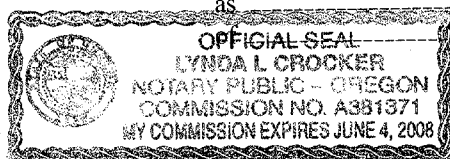
This instrument was acknowledged before me on *January 22, 2007*

by *Ross L. Perrin*

This instrument was acknowledged before me on _____

by _____

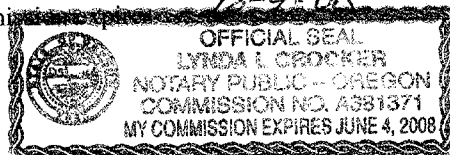
as _____



Lynda L. Crocker

Notary Public for Oregon

My commission expires *6-4-08*



Lynda L. Crocker

Notary Public for Oregon

My commission expires *6-4-08*

EXHIBIT "A"
LEGAL DESCRIPTION

The South 300 feet of Government Lot 8, Section 9 Less the Westerly 20 feet thereof, and the South 300 feet of Government Lot 2, Section 10 all Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B-C
LEGAL DESCRIPTION

All of Government Lots 7 and 10 lying East of Highway 97 in Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPT, a parcel of land lying in Lots 7 and 10 of Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; the said parcel being that portion of said lots included in a strip of land variable in width, lying on the Easterly side of the center line of the relocated the Dalles-California Highway which center line is described as follows:

Beginning at Engineer's center line Station 3125+00, said station being 1288.13 feet South and 1086.50 feet East of the North quarter corner of Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South 6° 29' 28" West 519.89 feet; thence on a spiral curve left (the long chord of which bears South 6° 21' 58" West 250 feet) 250 feet; thence on a 19,098.59 foot radius curve left (the long chord of which bears South 5° 43' 33" West 260.18 feet) 260.19 feet; thence on a spiral curve left (the long chord of which bears South 5° 05' 08" West 250 feet) 250 feet; thence South 4° 57' 38" West 6419.92 feet to the Engineer's center line Station 3202+00.

The widths in feet of the strip of land above referred to are as follows:

Station to Station Width on Easterly side of Center line

3172+00 3178+00 60 in a straight line to 100

3178+00 3188+00 100

Bearings are based upon the Oregon Co-ordinate System, South Zone.