

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

2010-009170

Klamath County, Oregon



00088158201000091700040046

SPACE RES
FOR
RECORDER

08/03/2010 03:28:57 PM

Fee: \$52.00

Between

Brian A. Rike

And

Paul A. And Anselma O. Barker

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

Paul Barker

1291 Lakeshore Drive

Klamath Falls, OR 97601

THIS AGREEMENT made and entered into on Aug 3, 2010, by and between Brian A. Rike hereinafter called the first party, and Paul A. Barker and Anselma O. Barker, Husband and wife 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:

Lot 6, Block 6 of TRACT 1140, LYNNEWOOD FIRST ADDITION, according to the official plat thereof on file in the office of the Klamath County Clerk, Klamath County, Oregon

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

Lot 7, Block 6 of TRACT 1140, LYNNEWOOD FIRST ADDITION, according to the official plat thereof on file in the office of the Klamath County Clerk, 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:

See Attached Easement description and Map

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and authenticity or as to its effect upon the title to any real property that may be described therein.

(OVER)

52 AUG



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:

Not Applicable

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): ~~Each party share and share alike~~ ☐ both parties, with the first party responsible for _____% and the second party responsible for 100 ____%. (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.

Brian A. Rike

Brian A. Rike

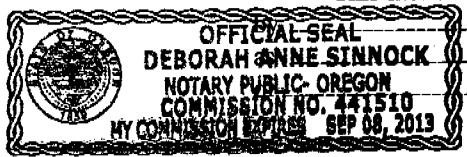
FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 8-3-10

by Brian A. Rike

This instrument was acknowledged before me on _____



Deborah Anne Sinnock

Notary Public for Oregon

My commission expires 9-8-13

Paul A. Barker

Paul A. Barker

Anselma O. Barker

Anselma O. Barker

SECOND PARTY

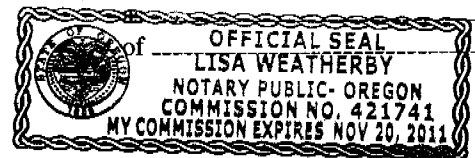
STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on August 3, 2010

by Paul A. Barker and Anselma O. Barker

This instrument was acknowledged before me on _____

by _____



Lisa Weatherby

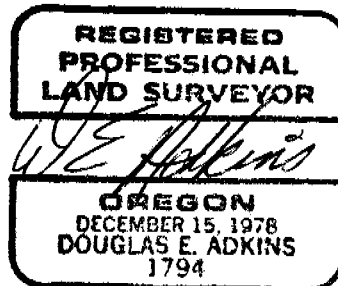
Notary Public for Oregon

My commission expires 11/20/2011

Easement Description

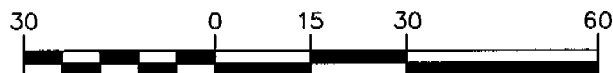
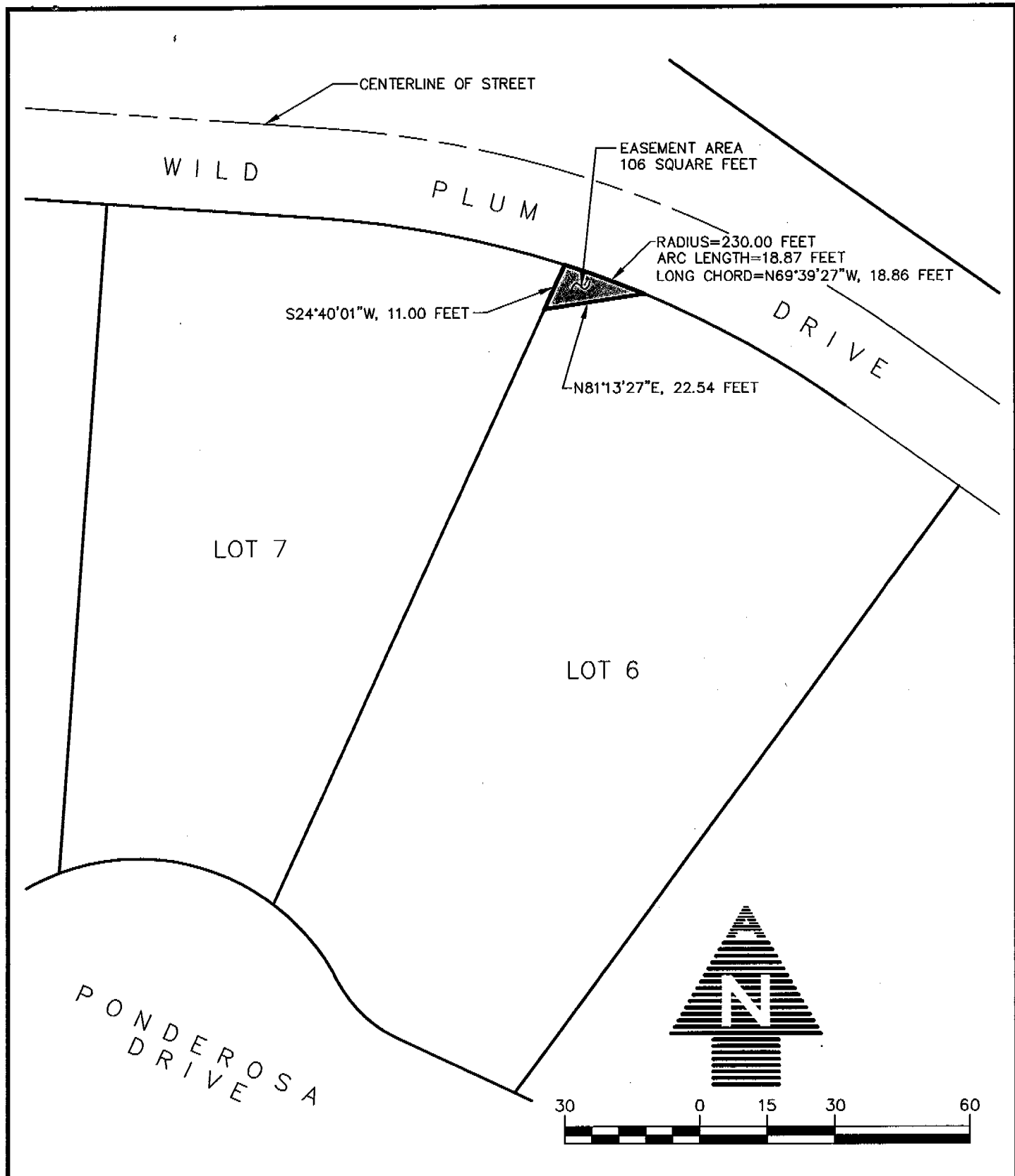
A portion of land situated in the SE1/4 of the SE1/4 of Section 25, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Lot 6, Block 6, Tract 1140 Lynnewood First Addition, being more particularly described as follows:

Beginning at the Northwest corner of Lot 6, Block 6, Tract 1140 Lynnewood First Addition; thence, along the West boundary line of said Lot 6, South 24°40'01" West 11.00 feet; thence, leaving said Westerly boundary line North 81°13'27" East 22.54 feet to a point on the South right of way line of Wild Plum Drive; thence, along said South right of way line, along the arc of a 230.00 foot radius curve to the left, (the long chord of which bears North 69°39'27" West 18.86 feet) an arc distance of 18.87 feet to the point of beginning.



Renewal 12-31-11

cc:2978-01



ADKINS



CONSULTING
ENGINEERS, INC.

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335
Klamath Falls, OR · Medford, OR · Alturas, CA

6-9-10

EXHIBIT

2978-01

EASEMENT DESCRIPTION
EXHIBIT