

36906

EASEMENT

Vol. ^W 77 Page 19059

For Automobile Runway, Adjoining Parcels (Grant Type)

THIS AGREEMENT, Made and entered into this 29th day of JUNE, 1976,
between WILLIAM N. LUCCHESI AND JOANNA L. LUCCHESI

hereinafter called the first parties, and FRED L. MAHN

hereinafter called the second parties, WITNESSETH:

WHEREAS, the first parties are the owners in fee simple of

N.W. 1/4 of the N.W. 1/4
Section 27 Township 23S Range 10E W.M.
KIAMATH

County, Oregon, and the second parties are the owners in fee simple of

S.W. 1/4 of the S.W. 1/4 Section 22 Township 23S Range 10E
W.M.
AND
N.W. 1/4 of the S.W. 1/4 Section 22 Township 23S Range
10E
W.M.
KIAMATH

County, Oregon, 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 runway now or about to be constructed along the EAST BOUNDARY line of the first parties' property and the EAST BOUNDARY line of the second parties' property;

NOW, THEREFORE, in consideration of One (\$1.) Dollar and other valuable considerations each to each in hand paid, the receipt of which is hereby acknowledged:

FIRST: The first parties have sold and do hereby grant, bargain, sell and convey unto the second parties, their heirs and assigns, the right to use at all times the whole of said automobile runway, including that portion thereof situated on the 10 feet of the said property of the first parties, said use to be confined to the ingress and egress of automobiles to and from the garage now situated or hereafter to be constructed on the second parties' property and the uses incidental thereto.

TO HAVE AND TO HOLD the same unto the said second parties, their heirs and assigns forever.

SECOND: The second parties have sold and do hereby grant, bargain, sell and convey unto the first parties, their heirs and assigns, the right to use at all times the whole of said automobile runway including that portion thereof now situated on the 10 feet of said property of the second parties, said use to be confined to the ingress and egress of automobiles to and from the garage now situated or hereafter to be constructed on the first parties' property and the uses incidental thereto.

TO HAVE AND TO HOLD the same unto the said first parties, their heirs and assigns forever.

THIRD: In construing the foregoing agreement, the plural shall mean and include the singular wherever the context so requires.

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

William N. Lucchesi Joanna L. Lucchesi
William N. Lucchesi Joanna L. Lucchesi
Fred L. Mahn
Fred L. Mahn

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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STATE OF OREGON,

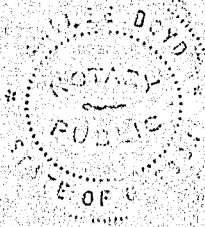
County of Deschutes } ss.

BE IT REMEMBERED, That on this 29th day of June, 1976,
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
 named William N. & Joseph L. Lucchesi and Fred L. Mahr
 known to me to be the identical individuals described in and who executed the within instrument and
 acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
 my official seal the day and year last above written.

Emilie Boyd
 Notary Public for Oregon.

My Commission expires 6-6-79



Return to:

William Lucchesi
PO Box 363
La Pine Ore 97739

EASEMENT

(FORM No. 648)

BETWEEN

William N. LucchesiJoseph L. Lucchesi

AND

Fred L. Mahr

STATE OF OREGON,

County of KLAMATH } ss.

I certify that the within instru-
 ment was received for record on the
6th day of OCTOBER, 1977,
 at 2:30 o'clock P.M., and recorded
 in book M77 on page 19059
 Record of DEEDS
 of said County.

Witness my hand and seal of
 County affixed.

WM. D. MILNE

COUNTY CLERK

Title

Bernetha D. Fleck

Deputy

FEE \$ 6.00

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

received and filed
 day of OCTOBER
 o'clock 2 P.M. and
 in Book M77 Record
 of said County.