

51223

Vol. 78 Page 14465

EASEMENT

For Automobile Runway, Adjoining Parcels (Grant Type)

THIS AGREEMENT, Made and entered into this 26 day of June, 1978,
between JAMES E. ROGERS and CORA B. ROGERS, husband and wife

hereinafter called the first parties, and CLARENCE R. LANEY and MABEL V. LANEY,
husband and wife

hereinafter called the second parties, WITNESSETH:

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

A parcel of land described as: Beginning at section corner common to Sections 27, 28, 33 and 34 Township 35S R7 EWM thence North 15 (fifteen) feet to a point, thence West parallel to Section line common to Sections 28 and 33 a distance of 622.1 feet to a point, thence Southeasterly 15 feet to a point on Section line, thence East 621.6 feet to point of beginning. This described parcel to be used as non restrictive R/W.

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

A parcel of land described as: Beginning at Section corner common to Sections 27, 28, 33 and 34 Township 35S R7 EWM thence South 15 feet to a point, thence West and parallel to Section line common to Sections 28 and 33 a distance of 621.1 feet to a point, thence Northwesterly 15 feet to a point on Section line, thence East 621.6 feet to the point of beginning. This parcel to be used as non restrictive R/W.

KLAMATH
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 ~~located to be~~ constructed along the So. property line of the first parties' property and the No. property line of the second parties' property;

~~NOW, WHEREFORE, IN CONSIDERATION OF THE SUM OF DOLLARS AND OTHER VALUABLE CONSIDERATIONS, AND THE RECORD OF THE RECORD 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 fifteen 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 fifteen 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.

BE IT REMEMBERED

James E. Rogers (SEAL)
Cora B. Rogers (SEAL)
Clarence R. Laney (SEAL)
Mabel V. Laney (SEAL)

1978

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ck
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STATE OF OREGON, CALIFORNIA

County of Santa Clara

ss.

BE IT REMEMBERED, That on this 30th day of June, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Clarence R. Laney & Mabel V. Laney

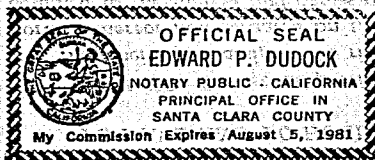
known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Edward P. DuDuck

Notary Public for California

My Commission expires August 5, 1981



State of Oregon

ss.

County of Klamath

BE IT REMEMBERED, THAT on this 6th day of July, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James E. Rogers and Cora B. Rogers 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.

Bernard A. Hilgert

Notary Public for Oregon

My Commission expires September 6, 1981

EASEMENT

(FORM No. 668)

BETWEEN

AND

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 6th day of July, 1978, at 10:02 o'clock A.M., and recorded in book N78 on page 14465

Record of Deeds.

of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

Deputy.

Bernard A. Hilgert

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

James E. Rogers

St. Rte. Box 13

Chiloquin, OR

97624