

54225

T/A# M-38-14728-0
CORRECTION EASEMENT

Vol. ^m 78 Page 19178

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In consideration of an exchange of property and warranty deed from grantee, grantor conveys to Klamath Petroleum Distributors, Inc. a perpetual non-exclusive roadway easement twenty feet in width for ingress and egress over and upon a parcel of land situated in Government Lot 17 of Section 33, Township 35 South, Range 7 East, Willamette Meridian, Klamath County, Oregon, said easement lying ten feet on either side of the following described center line: Beginning at a point on the westerly right-of-way line of U.S. Highway No. 97 from which the east one quarter corner of said Section 33 bears N86°30'50"E, 293.77 feet; thence leaving said right-of-way line S87°19'13"W, 64.84 feet; thence S59°57'03"W, 153.94 feet; thence S77°35'53"W, 38.89 feet to the easterly right-of-way line of the Southern Pacific Railroad and the terminus of this easement.

The terms of this easement are as follows:

1. Grantee, his agents, independent contractors and invitees, shall use the easement strip for road purposes only for access to the property described in Paragraph 8, and in conjunction with such use, may construct, reconstruct, maintain and repair a road thereon.
2. Grantor reserves the right to use, construct, reconstruct and maintain the road located upon the easement strip. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other's. however, in case of conflict grantor's right of use shall be dominant.

3. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed at the prior location. If the road is relocated grantor may record an instrument indicating the relocated road centerline and such instrument shall serve to amend this easement and eliminate any rights of the grantee in the original easement strip. Such amendment of the description shall be effective whether or not signed by the grantee, the grantee shall execute it or such other document necessary to indicate relocation of the easement strip when and if requested by grantor.

4. Grantee agrees to indemnify and defend grantor from any loss, claim or liability to grantor arising in any manner of the grantee's use of the easement strip. Grantee assumes all risk arising out of its use of the easement strip and grantor shall have no liability to grantee or others for any condition existing thereon.

5. This easement is appurtenant to the real property owned by grantee and described; however in the event of any subdivision or sale of any portion of such property this easement shall remain appurtenant only to the largest remaining parcel, and owners of the other parcels into which the property described below may be divided shall have no right to use of the easement strip.

6. This easement shall be perpetual; however, in the event that it is not used by the grantee for a period of three years, or is otherwise abandoned by grantee, the easement shall automatically expire and grantee shall upon request execute a recordable document evidencing such expiration.

7. This easement is granted subject to all prior easements or encumbrances of record.

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8. The following is a description of grantee's property to which the easement is appurtenant:

GOVERNMENTS Lots 18,23,26,31 and that portion of Government Lots 17, and 24 lying Westerly of the Southern Pacific Railroad. also that portion of the North 60 feet of Government Lot 17 lying East of the Southern Pacific Railroad and West of the Dalles-California Highway. All being in Section 33, Township 35 South, Range 7 East of the Willamette Meridian.

THIS EASEMENT (CORRECTION) is being recorded to correct that certain Easement recorded January 31,1977 in Book M77 of Deed Records on page 1743.

WITNESS OUR HANDS THIS 29th DAY OF AUGUST, 1978.

Norris Inselman

Bernice Inselman

STATE OF OREGON) ss.
COUNTY OF KLAMATH)

On this 29th day of August, 1978, personally appeared before me, a notary public, Norris Inselman and Bernice Inselman who acknowledged the foregoing to be their voluntary act and deed.

seal

Linda Dawn Paugh
Notary public for the State of Oregon
My Commission Expires 10/16/79

Return To:
T/A
Attn: Marlene

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of August A.D., 1978 at 11:20 o'clock A M., and duly recorded in Vol 1178 of Deeds on Page 19178.

FEE \$9.00

WM. D. MILNE, County Clerk
By Bernice A. Delach Deputy

54225A

T/A #M-38-14728-0 Vol. 78 Page 19181
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Swan Lake Moulding Company, a corporation duly organized and existing under the laws of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto George Pondella, Sr., hereinafter called grantee, and grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit: Government Lots 17, 18, 21, 24, 26, and 31, Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Oregon, lying West of the Southern Pacific Company right of way and the North 60 feet of said Government Lot 17 lying between the Dalles-California right of way and the Southern Pacific Company right of way; and subject to regulations, levies, assessments, water and irrigation rights and easements for ditches and canals, of Modoc Point Irrigation District; rights of the public in and to any portion of said premises lying within the limits of roads and highways; reservation of all subsurface rights except water, including the terms and provisions thereof, as set forth in Deed from Theresa Isabel May Charles recorded October 7, 1957, in Deed Book 294 Page 615, (affects Lots 26 and 31) Klamath County Deed Records; reservation of all subsurface rights, except water, reserved for the heirs of Sam Allen, deceased, Allottee No. 3, easements and rights contained and imposed in Deed, including the terms and provisions thereof, from United States of America, to Lloyd M. Dent, dated September 11, 1956, recorded April 2, 1957, in Book 290 Page 565, Klamath County Deed Records, (affects Lots 18 and 23); easements and rights of way of record and those apparent on the land, and to special assessment and taxation as farm land and reservation of subsurface rights.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And the grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns that said real property is free from incumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$34,000.00

In construing this deed the singular includes the plural as the circumstances may require.

Done by order of the grantor's board of directors, with its corporate seal affixed, this 21st day of March, 1973.
Swan Lake Moulding Company

By Alfred J. Collier President

By Dorothy V. Collier Secretary

STATE OF OREGON, County of Klamath) ss:

March 21, 1973

Personally appeared Alfred J. Collier and Dorothy V. Collier, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the secretary of Swan Lake Moulding Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(Official Seal)

Before me: Dorothy V. Collier
Notary Public for Oregon
My commission expires: August 5, 1974

Return To & Send Tax
Statements To: Nevada Reg. Inc.
P.O. Box 286, Chilgoon, OR 97624

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of August A.D., 19 78 at 11:20 o'clock A M., and duly recorded in Vol. 78 of Deeds on Page 19181.

FEE \$3.00

WM. D. MILLER, County Clerk

By Dorothy V. Collier Deputy