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02/08/2010 08:57:54 AM

Fee: \$72.00

After recording return to:

Donald R. Crane  
Attorney at Law  
37070 Highway 62  
Chiloquin, OR 97624

**PERMANENT MUTUAL ABANDONMENT OF  
RECIPROCAL RIGHT TO EASEMENT**

This Permanent Mutual Abandonment of Reciprocal Right of Easement is made by and between the following named parties: Donald R. Crane and Linda L. Crane, husband & wife (herein called "Cranes"), Steven K. Buzbee and Katherine F. Buzbee, as tenants by the entirety (herein called "Buzbees"), Robert Odell Young and Phyllis Aileen Young, co-trustees of the Young Joint Living Trust (herein called "Young Trust"), and John H. Sparkes, Trustee of the John H. Sparkes Living Trust (herein called "Sparkes Trust"), on the dates written next to their respective signatures.

**RECITALS:**

A. There is described and shown in Exhibit "A" (a portion of the map for Land Partition 61-94 Klamath County, Oregon) attached to and made a part of this agreement, a roadway which runs along the southern property lines of Parcel 1 and Parcel 3. Exhibit "A" also refers to a roadway easement described in a deed recorded in the Deed Records of the Clerk of Klamath County, Oregon, in Volume M79 at Page 14,722. The roadway shown in Exhibit "A" is a portion of the roadway easement described in the deed, which is attached to this agreement as Exhibit "B" and made a part hereof.

B. The roadway that presently exists in the general area of the southern property lines of Parcel 1 and Parcel 3 does not follow the roadway described in Exhibits "A" and "B", but does follow the roadway described in Exhibit "C" and depicted in Exhibit "D" both of which are attached to this agreement and made a part hereof.

C. Concurrent with the execution of this Permanent Mutual Abandonment of Reciprocal Right to Easement, the parties are executing a Permanent Roadway Easement which will be recorded immediately following this document and which will grant all parties to this agreement the right to use the roadway in its present location as described in Exhibit "C" and depicted in Exhibit "D" both of which are attached to this agreement and made a part hereof.

D. The Agreement to be signed by all parties will contain the description and depiction shown in this document as Exhibits "C" and "D" as the description and depiction of the new Permanent Roadway Easement.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR NAMES ON THE DATES WRITTEN.

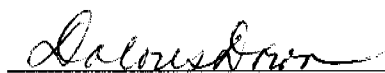
DATED: September 29, 2009.

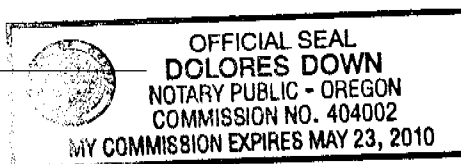
  
DONALD R. CRANE

  
LINDA L. CRANE

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

This instrument was acknowledged before me on September 29th, 2009, by Donald R. Crane and Linda L. Crane.

  
Notary Public for Oregon



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October  
DATED: ~~September~~ 9, 2009.

Steven K. Buzbee  
STEVEN K. BUZBEE

Katherine F. Buzbee  
KATHERINE F. BUZBEE

STATE OF OREGON           )  
  ) ss.  
County of Klamath         )

October  
This instrument was acknowledged before me on ~~September~~ 9, 2009, by Steven K. Buzbee and Katherine F. Buzbee.

Lisa Weatherby  
Notary Public for Oregon

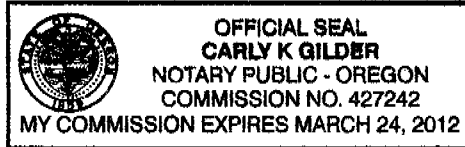


October  
DATED: ~~September~~ 1, 2009.

Robert Odell Young  
ROBERT ODELL YOUNG,  
TRUSTEE

Phyllis Aileen Young  
PHYLLIS AILEEN YOUNG,  
TRUSTEE

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



October  
This instrument was acknowledged before me on ~~September~~ 1, 2009, by Robert Odell Young and Phyllis Aileen Young, who acknowledged to me that they are co-trustees of the Young Joint Living Trust

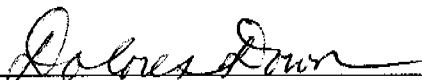
Carly K Gilder  
Notary Public for Oregon

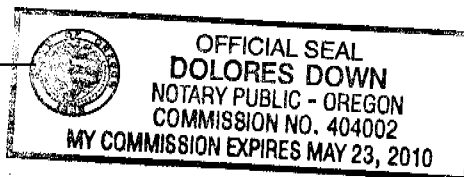
-----  
DATED: ~~September~~ <sup>February</sup> 5, 2010, 2009.

  
\_\_\_\_\_  
JOHN H. SPARKES,  
TRUSTEE

STATE OF OREGON            )  
                                      )  
County of Klamath         )        ss.

This instrument was acknowledged before me on ~~September~~ <sup>February 5, 2010</sup>, 2009, by John H. Sparkes, who acknowledged to me that he is the Trustee of the John H. Sparkes Living Trust.

  
\_\_\_\_\_  
Notary Public for Oregon



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69425

WARRANTY DEED

Vol. 177 Page 1472

KNOW ALL MEN BY THESE PRESENTS, That PERLA DEVELOPMENT CO., INC., an Arizona Corporation, RIVERWOOD REALTY CORP., a Washington Corporation & ISAAC SHACHORY hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by GLENN E. SPULLER and MARGARET H. SPULLER, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Government Lots 18, 19 and 24, in Section 6, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

TOGETHER WITH a perpetual non-exclusive road easement across the Southerly 30 feet of Government Lots 21 and 22 lying Westerly of State Highway #62 of Section 5, Township 35 South, Range 7 East of the Willamette Meridian.

SUBJECT TO:

- 1) Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
- 2) Reservations and restrictions, contained in Deed of Tribal Property, dated March 4, 1959, recorded June 1, 1959 in Book 313 at page 59, Deed Records.

(IN SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

3) Trust Deed dated May 25, 1978, recorded October 2, 1978 in Book M-78 at Page 21840, which Trust Deed the Grantors herein hold Grantees herein harmless therefrom.

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 64,500.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 17th day of April, 1979; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON  
County of Deschutes  
May 3, 1979

Personally appeared the above named  
ISAAC SHACHORY

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: 1982

STATE OF OREGON, County of Deschutes  
Personally appeared  
and 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  
corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed 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.

Before me:  
Notary Public for Oregon  
My commission expires: 1982

OFFICIAL SEAL  
SIGRID H. DESOI  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My comm. expires AUG 23, 1982

STATE OF OREGON,

TRUE INSURANCE AND TRUST  
A TRICOR COMPANY

within instrument record on the  
19  
and recorded  
or us  
county.  
and seal of

TO 1649 CA (10-74)  
(Corporation)

STATE OF CALIFORNIA

COUNTY OF Deschutes

On May 3, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared known to me to be the known to me to be

Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Sigrid H. Desoi

OFFICIAL SEAL  
SIGRID H. DESOI  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My comm. expires AUG 23, 1982

(This area for official notarial seal)

Notary Public  
Deputy

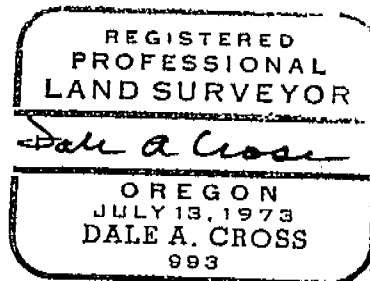
EXHIBIT B Page 1 of 1

EXHIBIT "A"

ROADWAY EASEMENT

A 30' wide roadway easement over Parcels 1 and 3 of LP 61-94 and Parcel 1 of Minor Partition No. 22-86, situated in the SW1/4 of Section 5, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, said easement being 15 feet on each side of the following described centerline:

Commencing at the southeast corner of Parcel 3 of Land partition 61-94, which point is on the westerly right of way line of Highway 62; thence N.28°52'30"W., along the westerly right of way line of Highway 62, a distance of 16.96 feet to the **True Point of Beginning**; thence departing from said right-of-way of Highway 62 S.88°56'31"W., 329.40 feet; thence N.89°28'18"W., 479.14 feet; thence S.83°15'12"W., 124.05; thence S.89°11'49"W., 213.43 feet; thence N.87°23'04"W., 381.45 feet; thence N.86°34'49"W. 134.35 feet to a point on the westerly boundary of Parcel 1 of LP 61-94, said point being N.01°56'55"E a distance of 15.00 feet from the southwest corner of Parcel 1 of LP 61-94, with the side lines of said easement extended or shortened to terminate on the westerly line of Parcel 1 of LP 61-94 and the westerly right of way line of Highway 62. Basis of Bearings is Land Partition 61-94 (CS #5713).



Renewal Date: 12/31/09

# EXHIBIT B

ROADWAY EASEMENT

1"=200'



EXHIBIT D Page 1 of 1

GOV'T LOT 18

N01°56'55"E  
15.00'

N86°34'49"W  
134.35'

N87°23'04"W  
381.45'

S89°11'49"W  
213.43'

S83°15'12"W  
124.05'

N89°28'18"W  
479.14'

S88°56'31"W  
329.40'

N28°52'30"W  
16.96'

HIGHWAY 62

ROADWAY  
EASEMENT  
30.0'

PARCEL 2

PARCEL 1

PARCEL 3

PARCEL 1 MINOR PARTITION 22-86