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THIS AGREEMENT, Made the day and year hereafter written, between PHILF. BARRY and MARY G. BARRY, husband and wife, hereinafter called Barrys, and KLAMATH COUNTY SCHOOL DISTRICT, a County School District, herein called the District,

WITNESSETH:

That the parties hereby agree as follows:

1.

Barrys have contemporaneously with the execution of this Agreement convey ed to the District the real property more particularly described as follows:

All of the SINWISE's of Section 1, Twp. 39 S.R. 8 E.W.M., Klamath County, Oregon, EXCEPT for that portion thereof conveyed for County Road by Deed Recorded July 1, 1960, in Vol. 322 at page 357 of Klamath County, Oregon Deed Records.

Barrys have retained ownership of the following described premises, to-wit

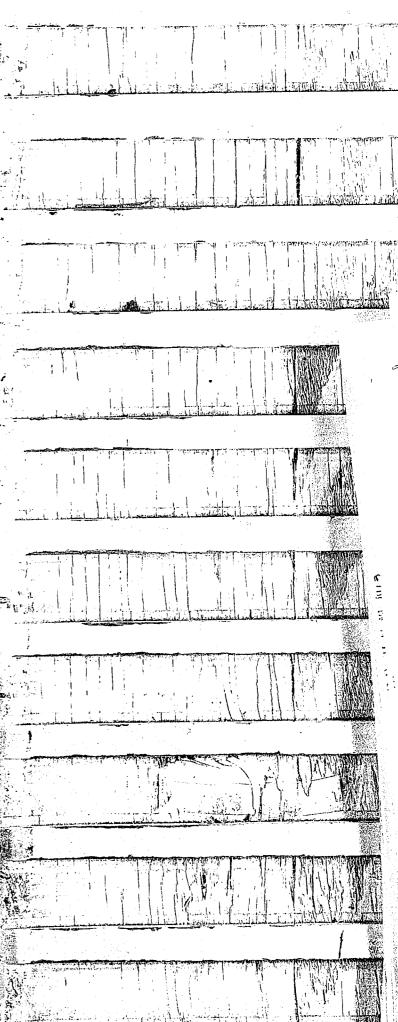
The NaNWASEA of Section 1, Twp. 39 S.R. 8 E.W.M., Klamath County, Oregon.

3.

One of the considerations for said sale and conveyance by Barrys to the District is the District's agreement made in consideration of said sale and conveyance as follows, to-wit: That if Barrys, their heirs, grantees or assigns shall dedicate a right of way for a public road across the Southerly 30 feet of said NaNWaSE4 of said Section 1 retained by them, the District and its Grantees, Successors or assigns, will join therein to the extent necessary to grant or dedicate a right of way for such public road across the Northerly 30 feet of the SINWLSEL of said Section 1 so that said Public Road will be 60 feet wide; Provided, however, that if Barrys, their heirs, grantees or assigns, shall eve file a plat or land partition of any part of said South 30 feet of said  $N_{2}Nw_{3}SE_{4}$  of said Section 1 which does not dedicate, grant or convey said 30 foot right of way for said Public Road, this Agreement shall be null and void and of no further force or effect, and the District will have no further obligation to dedicate, grant or convey any portion of said Northerly 30 feet of said SknwkSEk of said Section 1 as a Public Road.

Agreement - Page 1

GANONG, SISEMORE & ZAMSKY
ATTORNEYS AT LAW
538 MAIN STREET
KLAMATH FALLS, ORE.



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IN WITNESS WHEREOF, The parties have caused this Agreement to be executed this 19th day of July, 1973. Superintendent and Ex Offici STATE OF OREGON 11 County of Klamath 12. Personally appeared the above named Phil F. Barry and Mary G. Barry, husban and wife, and acknowledged the foregoing instrument to be their voluntary act and deed, this 3/s/day of July, 1973. 15 16 (SEAL) My Commission expires: 18 STATE OF OREGON 19 County of Klamath 20 day of July, 1973, before me, the BE IT REMEMBERED, That on this\_ 21 undersigned, a Notary Public in and for said County and State, personally and J. B. Conroy, each to me personappeared James E. Creswell appeared James F. Creswell and J. B. Conroy, each to me perso ally known, who being first duly sworn did say that he, the said James F.

Creswell is the Chairman of the School Board, and that he, the said J. B. Conroy is the Superilntendent and Ex Officio Clerk of the within named Klamath County School District, a County School District organized and existing under the laws of the State of Oregon, and that the seal affixed to 22 23 said instrument is the official seal of said Klamath County School District, and that said instrument was signed and sealed in behalf of said Klamath County School District by authority of this School Board, and the said James E. 26 and J. B. Conroy acknowledged said instrument to be the free act and deed of said School District. 27 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written. 28 29 Notary Public for Oregon (SEAL) 30 31 My Commission expires: W.-GANONG, UR. Notary Public for Olegon 32 GANONG, SISEMORE & ZAMBKY ATTORNEYS AT LAW SJB MAIN BYREET KLAMATH FALLS, ORE. 97601 My commission expires December 30, 1976 Agreement - Page 2

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STATE OF OREGON, of Personally appears
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STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

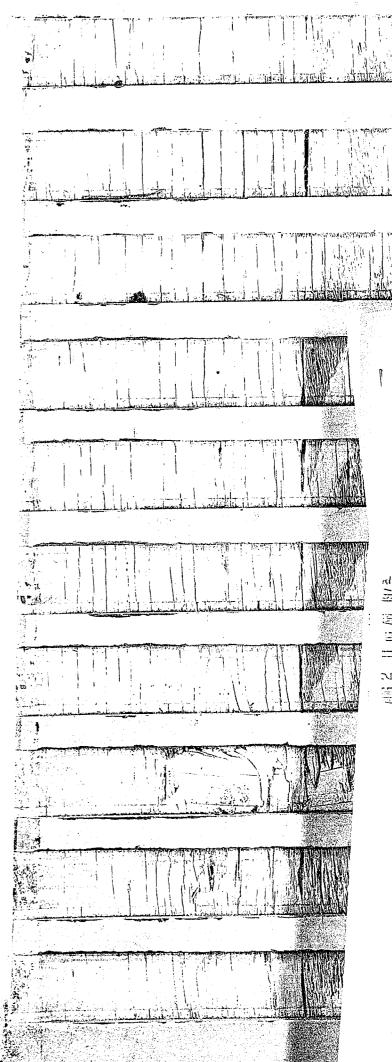
on this 2nd day of 2701.19 A. D., 19...73 at 11:03 o'clock A. M. and duly recorded in Vol. 16...73 of 16.003

WM. D. MILNE, County Clerk

ee 16.0 By Hazil Drugel Deputy.

RETURN: PHIL F. BARRY

RETURN: PHIL F. BARRY



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IN WITNESS WH
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STATE OF OREGON,

Personally appears

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