

A-28540

Vol. 77 Page 20170

37668

Vol. 77 Page 15020

37668

AGREEMENT

THIS AGREEMENT made this 11 day of August, 1977, between DAVID L. BUCKINGHAM and OPAL G. BUCKINGHAM, husband and wife, hereinafter referred to as "Buckingham's," and JACKIE W. WEGNER and SHERI L. WEGNER, husband and wife, hereinafter referred to as "Wegners";

WITNESSETH:

WHEREAS, Buckingham's are the owners of a parcel of land described as:

A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7 E.W.M., more particularly described as follows:

Beginning at a point which bears S 89°18'17" E a distance of 1227.05 feet and S 0°19'02" W a distance of 410.0 feet from the Northwest corner of said Section 1; thence S 89°18'17" E a distance of 50.0 feet; thence S 0°19'02" W a distance of 613.26 feet to a $\frac{1}{2}$ inch iron pin on the centerline of an Old Wagon Road; thence S 59°19'40" W along said centerline a distance of 41.96 feet; thence S 40°10'34" W along said centerline a distance of 21.89 feet; thence N 0°19'02" E a distance of 651.99 feet, more or less to the point of beginning, and

WHEREAS, Wegners are the owners of a parcel of land adjoining Buckingham's property on the North, which land is described as:

A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7 E.W.M., more particularly described as follows:

Beginning at a $\frac{1}{2}$ inch iron pin on the North line of said Section 1, from which the Northwest corner of said Section 1 bears N 89°18'17" W 1227.05 feet; thence S 89°18'17" E along said section line a distance of 430.0 feet to a $\frac{1}{2}$ inch iron pin; thence South a distance of 410.0 feet; thence N 89°18'17" W a distance of 430.0 feet; thence N 0°19'02" E a distance of 410.0 feet to the point of beginning. LESS AND EXCEPTING the East 50 feet of the West 100 feet of said parcel, and

WHEREAS the property owned by the Wegners can most conveniently be reached by crossing over Buckingham's property in a northerly direction from the southerly line of said property, and

WHEREAS, the property of each of the parties as hereinabove described contains a 50 foot strip along the westerly

This is being rerecorded to correct the description

277 AUG 17 AM 10 08

277 OCT 29 AM 11 27

20171

15021

portion of said property, divided from the easterly portion of said property by a 50 foot strip owned by a third party, and

WHEREAS, the parties desire to set forth their mutual rights and responsibilities with regard to said property,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

I

OK DB
Buckingham's grant to Wegners an easement 16 feet in width along the westerly boundary from the South to North borders of the property described as:

A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7., E.W.M. more particularly described as follows:

Beginning at a point which bears S 89°18'17" E a distance of 1327.05 feet and S 0°19'02" W a distance of 410.0 feet from the Northwest corner of said Section 1, said beginning point being on the East line of Government Lot 4 in said Section 1; thence S 89°18'17" E a distance of 330.0 feet to a point; thence South a distance of 345.98 feet to the centerline of Old Wagon Road; thence along said centerline S 51°49'40" W 223.57 feet and S 59°19'40" W, 185.7 feet to a $\frac{1}{2}$ " iron pin on the East line of said Government Lot 4; thence N 0°19'02" E along said East line a distance of 582.9 feet, more or less to the point of beginning,

for ingress and egress to the property owned by Wegners.

II

Buckingham's grant to Wegners an easement from the Southern to the Northern borders of the property described as:

A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7., E.W.M. more particularly described as follows:

Beginning at a point which bears S 89°18'17" E a distance of 1227.05 feet and S 0°19'02" W a distance of 410.0 feet from the northwest corner of said Section 1; thence S 89°18'17" E a distance of 50.0 feet; thence S 0°19'02" W a distance of 613.26 feet to a $\frac{1}{2}$ " iron pin on the centerline of an Old Wagon Road; thence S 59°19'40" W along said centerline a distance of 41.96 feet; thence S 40°10'34" W along said centerline a distance of 21.89 feet; thence N 0°19'02" E a distance of 651.99 feet, more or less to the point of beginning.

for ingress and egress to the property owned by Wegners, which easement shall at this time remain undefined as to width or exact location, provided however, that should either party desire to sell or improve the property subject to this paragraph an 8 foot easement will be established.

III

The parties are desirous of obtaining the approximate 50 foot strip separating the respective properties and in the event purchase can be accomplished, the easements grants in paragraph I shall be extinguished and Buckingham's grant to Wegners an easement 16 feet in width along the westerly line of the joined properties from the North to the South lines thereof for ingress and egress to the property owned by Wegners. *DB*
JW *OB*

IV

All easements granted herein shall be jointly maintained by the parties, Wegners and Buckingham's each contributing one-half of the maintenance costs and labor.

V

In the event the owner of either parcel shall desire to sell the property described herein as a whole; or in the event they shall acquire the 50 foot strip presently separating their respective properties and should thereafter desire to sell the entire combined parcel, then each party grants to the other a first option to purchase which shall be exercised as follows:

The selling parties shall notify the opposite parties in writing of any bona fide offer to purchase the property for sale. Opposite parties shall have 30 days following such notification to purchase said property for a like price, in cash. If opposite parties shall fail to exercise this option within the time specified but selling parties fail to sell the property to the persons making the bona fide offer for the price stated in the notification, then this option shall continue in full force as to any other offer, whether greater or lesser.

VI

This agreement shall insure to the benefit of and be binding on the heirs and assigns of both parties.

20173

15021

IN WITNESS WHEREOF, the parties have set their hands
on the day first above written.

David L. Buckingham
David L. Buckingham

Opal G. Buckingham
Opal G. Buckingham

Jackie W. Wegner
Jackie W. Wegner

Sheri L. Wegner
Sheri L. Wegner

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named David L. Buckingham
and Opal G. Buckingham, husband and wife, and acknowledged the
foregoing agreement their voluntary act and deed this 11 day
of August, 1977.

Donald R. Crane
Notary Public for Oregon
My Commission expires: 6-18-78

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named Jackie W. Wegner and
Sheri W. Wegner, husband and wife, and acknowledged the
foregoing agreement their voluntary act and deed this 11 day
of August, 1977.

Donald R. Crane
Notary Public for Oregon
My Commission expires: 6-18-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at request of~~

this 17th day of August, A.D. 1977 at 10:08 o'clock A.M., and
duly recorded in Vol. M77, of DEEDS on Page 15020

FEE \$ 12.00

By Wm. D. Milne County Clerk
Hazel Dray

INDEXED
D 1

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of
OCTOBER A.D., 1977 at 11:27 o'clock A.M., and duly recorded in Vol. M77
of DEEDS on Page 20170.

FEE \$ 12.00

WM. D. MILNE, County Clerk
By Hazel Dray Deputy

Pat
Ernest Bailey
325 Main

Page 4 of 4