

THIS AGREEMENT, made and entered into this _____ day of March, 1979, by and between CHARLEY R. HOLLIDAY and EVELYN K. HOLLIDAY, husband and wife, hereinafter called the first party, and TERRY D. SANDUSKY and ALYCE M. SANDUSKY, husband and wife, hereinafter called the second party;

W I T N E S S E T H:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, Oregon, to-wit:

A parcel of land in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 23, Township 39 South, Range 8 East of the Willamette Meridian, more particularly described as follows: A point North 89° 31' 24" West 77.0 feet and South 0° 40' 29" West 165.0 feet from the North $\frac{1}{4}$ corner of Section 23 to an iron pin which is true point of beginning; thence South 0° 40' 29" West 296.0 feet to a point on the Northerly right-of-way of Keno-Ashland Highway; thence South 55° 57' 10" West a-long said right-of-way 154.6 feet to a point; thence North 10° 45' 24" West 391.5 feet to an iron pin; thence South 89° 31' 24" East 204.8 feet to the point of beginning.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1.00) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party a nonexclusive easement for driveway purposes over and across the East thirty (30) feet of the above-described property, more particularly described as follows, to-wit: A point North 89° 31' 24" West 77.0 feet and South 0° 40' 29" West 165.0 feet from the North $\frac{1}{4}$ corner of Section 23, Township 39 South, Range 8 East of the Willamette Meridian, to an iron pin which is the true point of beginning; thence Southerly 296.0 feet along the East boundary of first party's property to the Southeast corner of said property; thence Southwesterly along the South boundard of said property approximately 32 feet to a point; thence Northerly and parallel to the East boundary of said property to a point on the North boundary which lies 30 feet West of the true point of beginning; thence Easterly along the North boundary of first party's property 30 feet, more or less, to the true point of beginning.

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights granted, the first party shall have the full use and control of the above-described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall be perpetual, always subject, however to the following specific conditions, restrictions and considerations: This easement shall be for the benefit of and appurtenant to the following described property:

Beginning at the Northeast corner of NW $\frac{1}{4}$ of Section 23, Township 39 South, Range 8 East of the Willamette Meridian; thence Westerly 77 feet to a point on the North line of said Section line; thence Southerly and parallel with the Easterly line of said NW $\frac{1}{4}$ to a point on the right of way line of the Klamath Falls-Keno Highway; thence Northeasterly along the right of way line of said highway to the East line of said NW $\frac{1}{4}$; thence Northerly along the East line of said NW $\frac{1}{4}$ of the place of beginning, being an irregular tract of land.

Second party herein shall contribute to the maintenance of the easement herein described on an equal share basis with the other lawful users of record.

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows: Fifteen (15) feet West of and parallel with the East boundary of first party's property, and second party's right of way shall be parallel with said center line and not more than fifteen (15) feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may required, not only the immediate parties hereto but also their respective heirs, administrators, executors and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

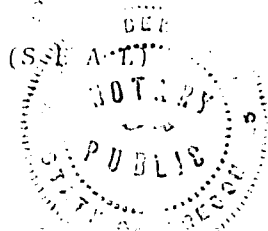
Jerry Sandersky
Rt 3 Box 256
Klamath Falls, Or.

Charley R. Holliday
Charley R. Holliday

Evelyn K. Holliday
Evelyn K. Holliday

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

Before me this 23 day of ^{May}~~March~~, 1979, personally appeared the above-named CHARLEY R. HOLLIDAY and EVELYN K. HOLLIDAY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



James B. [Signature]
Notary Public for Oregon
My Commission Expires: 6-17-80

STATE OF OREGON; COUNTY OF KLAMATH; ss. .

I hereby certify that the within instrument was received and filed for record on the 15th day of June A.D., 1979 at 4:46 o'clock P M., and duly recorded in Vol. 172 of Deeds on Page 14260.

FEE \$5.00

WM. D. MILNE, County Clerk
By *Bernetha [Signature]* Deputy