

FOR INGRESS AND EGRESS

THIS AGREEMENT, made and entered into this 26th day of June, 1979, by and between OSCAR HUGHETT and OREATHA LEWIS HUGHETT, husband and wife, hereinafter called the first party, and MAX M. BENEDICT and GEORGIA BENEDICT, 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, State of Oregon, to-wit:

Westerly 30 feet of a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the Westerly 30 feet of NW $\frac{1}{4}$ SE $\frac{1}{4}$, all in Township 39 South, Range 11 $\frac{1}{2}$, East of the Willamette Meridian to the East corner of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 32, Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon.

WHEREAS, this agreement concerns a 30 foot right of way to the property owned by Max M. Benedict and Georgia Benedict, described as follows; to-wit:

SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; Section 32 and SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$; Section 31 all in Township 39 South Range 11 $\frac{1}{2}$, East of the Willamette Meridian;

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 acknowledge that they are aware of second party selling to a third party two (2) parcels of land totaling 239 acres and first party hereby grants to second party a right of way easement from the existing 30 foot access roadway stopping at second party's east line north over the Westerly 30 feet of a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the Westerly 30 feet of NW $\frac{1}{4}$ SE $\frac{1}{4}$, all in Township 39 South, Range 11 $\frac{1}{2}$, East of the Willamette Meridian, to the east corner of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 32, Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon.

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First party hereby agrees that said right of ingress and egress and right of way shall be for the benefit and use of all future property owners, their heirs, successors and assigns, and shall run with the land in which they have an interest, and that no party of interest shall install either a gate, chain or other obstruction that will prevent or interfere with future parties from a full use of the easement hereby granted by first party and the right of way easement shall be for the perpetual ingress and egress of all future property owners affected by said right of way.

This easement is granted subject to all prior easements or encumbrances of the road.

It is further hereby agreed by and between first party and second party herein that first party will not build, pay for, or maintain a road over such right of way, except as hereinafter mentioned in this agreement.

It is further agreed by and between first party and second party that in the event first party should ever decide to live on either one of the two (2) parcels now owned by first party for which the original right of way was intended, first party will share in any costs for maintaining said easement.

It is further hereby agreed by and between first party and second party that the easement herein mentioned shall be maintained by the property owners hereby served by the use of said easement and the property owners in the area using said easement shall share perpetually for the cost of maintaining said roadway according to the number of residences benefiting from said roadway easement.

It is further understood by and between second party that this would involve the following described real property, to-wit:

N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 32 Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon, now owned by first party, and also all property herein described above as now belonging to second party as well as S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 32 Township 39 South, Range 11 East to which recorded access has not as yet been granted and the title is in the name of Charles McCarroll.

The second party does hereby grant, assign, and set over to first party an easement over a 30 foot right of way on the northerly

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side of NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 32 Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon, for ingress and egress to both parcels described above as now belonging to second party and to property now belonging to Charles McCarroll.

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

TO HAVE AND TO HOLD this agreement shall bind and enure to the benefit of, as circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

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

DATED this 26th day of June, 1979.

Oscar Hughett
OSCAR HUGHETT

Max M. Benedict
MAX M. BENEDICT

Oreatha Lewis Hughett
OREATHA LEWIS HUGHETT
FIRST PARTY

Georgia Benedict
GEORGIA BENEDICT
SECOND PARTY

STATE OF OREGON)
) ss.
County of Klamath)

June 26th, 1979,

Personally appeared the above named Oscar Hughett and Oreatha Lewis Hughett, husband and wife, and Max M. Benedict and Georgia Benedict, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed,

Before me:

Rookstool & Hansen
Real Estate

4747 S 6th St A

L.L.O.

Dorinda L. Rookstool
Notary Public for Oregon
My Commission Expires: Sept 5, 1982

State of Oregon,)
County of Klamath) ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of June, 19 79, at 2:01 o'clock P. M. and recorded on Page 15171 in Book N79 Records of Deeds of said County.

A PERPETUAL
FOR INGRESS

WM. D. MILNE, County Clerk

By Bernice Rookstool Deputy

Fee \$9.00

