

A G R E E M E N T

THIS AGREEMENT Made this 17th day of March, 1980,
between THE LANCE INVESTMENT CORPORATION of Klamath Falls, Oregon,
(herein referred to as Corporation), MAURICE WATSON, JR. and RITA D.
WATSON, Husband and Wife of 830 California Avenue, Klamath Falls,
Oregon, (herein referred to as Watsons), and LORRAINE J. HUSTON,
the surviving spouse of GILMAN HUSTON, deceased, of 2241 Greensprings
Drive, Klamath Falls, Oregon (herein referred to as HUSTON).

RECITALS

WHEREAS, the parties have an interest in adjoining real
estate situated in Klamath Falls, Oregon and described, respectively,
as follows:

a. CORPORATION owns the following parcel of property:

A portion of Lots 6 and 7, Block 106, BUENA VISTA ADDITION
to the City of Klamath Falls, according to the official
plat thereof on file in the office of the County Clerk of
Klamath County, Oregon, more particularly described as
follows:

Beginning at the intersection of the West line of California
Avenue with the Southwesterly line of Gobi Street; thence
Northwesterly along the Southwesterly line of Gobi Street
44 feet; thence Southwesterly 107 feet, more or less to a
point on a line radial to the curve of California Avenue at
a point 28.35 feet South from the intersection of the West
line of California Avenue with the Southwesterly line of
Gobi Street, said point being 126.5 feet Westerly from the
Westerly line of California Avenue along said radial line;
thence Easterly along said radial line 126.5 feet, more or
less, to the Westerly line of California Avenue; thence
Northerly along the West line of California Avenue a distance
of 28.35 feet to the point of beginning, RESERVING a strip
4 feet wide along the Southerly side of said premises which
is used with a similar 4 foot strip along the Northerly side
of the adjoining premises for a common automobile driveway,
as set out more fully in Deed recorded in Book 93, page
235, Deed Records of Klamath County, Oregon;

1 b. WATSONS are contract purchasers under an
2 unrecorded contract with HUSTON who holds a Vendor's interest
3 in the following parcel of property:

4 Beginning at the Southeast corner of Lot 7; thence West
5 along the South line of Lot 7, 160 feet to the Southwest
6 corner; thence Northwesterly along the Southwesterly line
7 of Lots 6 and 7, 44.6 feet to the Northwest corner of
8 Lot 6; thence Northeasterly along the Northwesterly line
9 to the curve of California Avenue at a point 28.35 feet
10 South from the intersection of the West line of California
11 Avenue with the Southwest line of Gobi Street a distance
12 of 158.5 feet; thence South along West line of California
13 Avenue a distance of 39 feet to point of beginning, being
14 portions of Lots 6 and 7, Block 106 of BUENA VISTA
15 ADDITION to the City of Klamath Falls, Oregon, RESERVING
16 a strip 4 feet wide off the Northerly side for driveway as
17 shown in Deed, Vol. 93, page 235, and EXCEPTING THEREFROM,
18 that portion of said property conveyed unto the State of
19 Oregon, by and through its State Highway Commission, by
20 Warranty Deed recorded September 28, 1956 in Klamath County
21 Deed Records, Book of Deeds, Volume 287, page 68;

22 That HUSTON is a party solely because of the Vendor's interest
23 which she holds and she suffers no liability hereunder
24 except in the event of foreclosure upon said property; and,

25 WHEREAS, the parties presently share in the use, enjoyment
26 and maintenance of a double-car garage building which straddles the
27 common property line of the parties, which said building is presently
28 divided into two approximately equal single-car garages by a single
29 partition; and,

30 WHEREAS, the said single garages each individually service
31 the respective properties of the parties hereinabove described; and,

32 WHEREAS, the parties to this Agreement believe that there
33 may be a present encroachment of one of the single garages upon the
34 property of the other; and,

1 WHEREAS, the parties to this Agreement desire to enter into
2 a joint use and maintenance agreement regarding the above described
3 joint garage and to enter into an Agreement holding each of the
4 parties harmless for liability from any possible present encroachment
5 by one party upon the property of the other with an intent to maintain
6 the status quo regarding their respective rights and duties relative
7 to said garage.

8 NOW, THEREFORE, In Consideration of the mutual covenants
9 and conditions herein contained, the parties agree as follows:

10 1. That each party is solely responsible for the minor
11 repair and maintenance of that single garage portion of said building
12 which rests on his own property.

13 2. That any major repairs or maintenance or removal of
14 said building which is reasonably necessary or advisable shall not be
15 undertaken under this agreement except with the express written
16 consent of the then owners of the above described respective properties
17 and an assumption by each in writing of their proportionate share of
18 financial liability for the cost of such additional repairs or
19 maintenance or removal. The parties hereto agree to bear the costs
20 and expenses of any major repairs or maintenance or removal of said
21 building equally between the two properties hereinbefore set forth.

22 3. That the property tax liability for said building shall
23 be equally shared between the two properties hereinbefore set forth.

24 4. That the parties shall hold each other harmless for
25 liability from any present encroachment that may exist by virtue of one
26 of the single garages extending over the common property line of parties.

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1 5. That this Agreement shall bind and inure to the benefit
2 of, as the circumstances may require, not only the immediate parties
3 hereto, but their respective heirs, executors, administrators, successors
4 in interest, assigns, and subsequent purchasers of the respective
5 properties as well. Therefore, this Agreement is appurtenant to and
6 shall run with both the above described parcels of property for so long
7 as said building shall continue to exist.

8 6. In construing this Agreement, it is understood that the
9 parties may be one or more persons, or a corporation; that if the
10 context so requires, the singular pronoun shall be taken to mean and
11 include the plural, the masculine, the feminine and the neuter, and
12 that generally all grammatical changes shall be made, assumed and implied
13 to make the provisions hereof apply equally to corporations and individuals.

14 7. This document is the entire, final and complete Agreement
15 of the parties and supersedes and replaces all written and oral
16 Agreements heretofore made or existing by and between the parties or
17 their representatives.

18 IN WITNESS WHEREOF, the parties hereto have caused this
19 instrument to be executed the day and year first above written.

20 CORPORATION
21 THE LANCE INVESTMENT CORPORATION

WATSONS

22 BY Thomas J. Lance
23 VICE President

Maurice P. Watson Jr.
24 MAURICE WATSON, JR.

Rita D. Watson
25 RITA D. WATSON

26 HUSTON

7022

1 STATE OF OREGON
2 COUNTY OF KLAMATH } SS

3 Personally appeared before me this 11 day of March, 1980,
4 Thomas J. Lance the duly elected and qualified Vice President of
5 THE LANCE INVESTMENT CORPORATION, an Oregon corporation, and that
6 the foregoing Agreement was signed and sealed in behalf of said
7 corporation by authority of its Board of Directors; and said document
8 was acknowledged to be the voluntary act and deed of said corporation.

Rinda Steele
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 13, 1981

9 STATE OF OREGON
10 COUNTY OF KLAMATH } SS

11 Personally appeared before me this 7 day of March, 1980,
12 MAURICE WATSON, JR. and RITA D. WATSON, his wife, and acknowledged
13 the foregoing instrument to be their voluntary act and deed.

Debra L. Ligon
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-17-84

16 STATE OF OREGON
17 COUNTY OF KLAMATH } SS

18 Personally appeared before me this ____ day of March, 1980,
19 LORRAINE J. HUSTON, and acknowledged the foregoing instrument to be
20 her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Expires:

M T C

23 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
April A.D., 19 80 at 3:10 o'clock P.M., and duly recorded in Vol. M80
of Deeds on Page 7028.

FEE \$17.50

WM. D. MILNE, County Clerk
By *Berntha A. Hetch* Deputy