

THIS AGREEMENT made and entered into this 30th day of November, 1989, by and between ROBERT L. GRAHAM AND MARY J. GRAHAM, husband and wife, hereinafter called the FIRST PARTY, and THOMAS B. ENDICOTT and CHERYL E. ENDICOTT, 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 certain real estate located in Klamath County, State of Oregon, legally described on Exhibit A, attached hereto and by this reference incorporated herein as if fully set forth, and has the right to grant the easement hereinafter described relative to the said real estate;

NOW, THEREFORE, in view of the premises and in consideration of of One Dollar (\$1) by the Second Party to the First Party paid and other valuable considerations, the receipt of which is hereby acknowledged by the FIRST PARTY, they agree as follows:

The FIRST PARTY does hereby grant, assign and set-over to the SECOND PARTY, an easement for right of way purposes (for ingress and egress), over and across that certain parcel of land located in Klamath County, State of Oregon, and legally described as follow, to-wit:

A perpetual, nonexclusive easement for ingress and egress over the Northerly 30 feet of the E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the Northerly 30 feet of the SE $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ that lies Westerly of the Keno-Worden Road and the Easterly 30 of the W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Said easement to be appurtenant to each and every portion of the following described property, to-wit:

The Southerly 30 feet of the Northerly 60 feet of the SE $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, lying West of the Keno-Worden Road, and the E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM the Northerly 30 feet, in Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

The SECOND PARTY shall have all personal 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 herein 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:

1. It is acknowledged that the subject easement is not public and unrestricted in nature. Rather, it is reserved unto the parties hereto and is to be used primarily for passenger vehicular traffic and

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for such service vehicles that perform the following functions:

(a) Service vehicles that furnish required services to dwellings or allowed uses that may in the future be located upon any of the parcels belonging to the parties hereto, or their successors and interests.

(b) Vehicles used and required to keep and maintain the road, ditches and other aspects of the said easement.

(c) Vehicles used to transport materials to and from dwellings, appurtenances or improvements to be situated upon any of the lands owned by the parties hereto, or their successors and interests.

2. With respect to the costs and expenses involved with respect to future maintenance, the parties agree as follows:

(a) Second Party, for themselves, their heirs, successors and assigns, agree to maintain that portion of the easement and roadway from its juncture with the Kenoworden Road to a point which is 450* feet Westerly along the said easement and road. ~~and the balance of the roadway~~
450 feet more or less to the Westerly line of the existing driveway.

(b) First Party, for themselves, their heirs, successors and assigns, agree to maintain the remainder of the easement and roadway.

Maintenance, as contemplated by this Agreement, shall include installation of culverts and ditches as necessary to prevent erosion of the roadway, and at such time as any party undertakes regular use of the access road, the placement of gravel upon the roadway, which shall be regularly graded.

If suit or action is commenced to enforce this Agreement or any portion thereof, the prevailing parties or parties shall be entitled to reasonable attorney's fees to be fixed by the Circuit Court, having jurisdiction over the matter, or by an appropriate Court in the event of an appeal therefrom.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well, subject, however, to the termination provisions and conditions contained hereinabove.

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 on the day and year first above written.

Robert L. Graham
ROBERT L. GRAHAM, First Party

Thomas B. Endicott
THOMAS B. ENDICOTT, Second Party

Mary J. Graham
MARY J. GRAHAM, First Party

Cheryl E. Endicott
CHERYL E. ENDICOTT, Second Party

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STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named ROBERT L. GRAHAM and MARY J. GRAHAM, husband and wife, and acknowledged the foregoing instrument as their voluntary act and deed.

Before me:

Pamela J. Spencer
 Notary Public for Oregon
 My Commission Expires 8/16/92

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named THOMAS B. ENDICOTT and CHERYL E. ENDICOTT, husband and wife, and acknowledged the foregoing instrument as their voluntary act and deed.

Before me:

Pamela J. Spencer
 Notary Public for Oregon
 My Commission Expires 8/16/92

AGREEMENT FOR EASEMENT Between

ROBERT L. GRAHAM and
 MARY J. GRAHAM
 and
 THOMAS B. ENDICOTT
 and CHERYL E. ENDICOTT

After Recording Return To:
Thomas B. + Cheryl E. Endicott
16414 Reno Warren Rd
Klamath Falls, OR 97603

STATE OF OREGON/County of Klamath) ss.

I certify that the foregoing instrument was received for record on the
 _____ day of September, 1986, at
 _____ o'clock _____ M, and recorded

in book/reel/volume No. _____
 on page _____ or as document/
 fee/file/instrument/microfilm No. _____

Record of _____
 of said County.

Witness my hand and seal of
 County affixed.
 BY: _____ deputy

AGREEMENT FOR LICENSE OR EASEMENT - PAGE THREE

EXHIBIT "A"
LEGAL DESCRIPTION

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PARCEL 1:

The W1/2 SW1/4 SW1/4 NW1/4 EXCEPTING the Southerly 440 feet thereof, in Section 21, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

TOGETHER WITH a 1/3 undivided interest in the Northerly 30 feet of the E1/2 SW1/4 SW1/4 NW1/4 and the Northerly 30 feet of the SE1/4 SW1/4 NW1/4 that lies Westerly of the Keno-Worden Road.

PARCEL 2:

The Southerly 440 feet of the W1/2 SW1/4 SW1/4 NW1/4, EXCEPTING the Southerly 220 feet thereof, in Section 21, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

TOGETHER WITH a 1/3 undivided interest in the Northerly 30 feet of the E1/2 SW1/4 SW1/4 NW1/4 and the Northerly 30 feet of the SE1/4 SW1/4 NW1/4 that lies Westerly of the Keno-Worden Road.

PARCEL 3:

The Southerly 220 feet of the W1/2 SW1/4 SW1/4 NW1/4 of Section 21, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

TOGETHER WITH a 1/3 undivided interest in the Northerly 30 feet of the E1/2 SW1/4 SW1/4 NW1/4 and the Northerly 30 feet of the SE1/4 SW1/4 NW1/4 that lies Westerly of the Keno-Worden Road.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.
of December A.D. 19 89 at 10:57

FEE \$23.00

o'clock A M., and duly recorded in Vol. M89
on Page 23276

By Berntha A. Detrich
County Clerk