

ROAD MAINTENANCE AGREEMENT

55681

Vol. ¹⁴ 78 Page 21468

KNOW ALL MEN BY THESE PRESENTS, that we, DONALD W. JOCELYN and ANITA G. JOCELYN, husband and wife, and JERRY M. MOUSER and BOY A. MOUSER, husband and wife, and A. J. WILLIS and JOYCE WILLIS, husband and wife, in consideration of the agreements of the parties contained herein, do hereby covenant and agree, that:

WHEREAS the parties hereto have appurtenant rights to a 15 foot easement for ingress and egress from their respective properties to a public road known as Highway 97, and the parties wish to provide for the maintenance and upkeep of said easement,

NOW, THEREFORE, the undersigned parties hereby agree to jointly maintain and share all expense of maintenance of the above-described easement for roadway purposes in perpetuity.

THIS AGREEMENT is intended to be appurtenant to the land of the parties hereto and is a covenant running with the parties' real property hereinbelow described;

PARCEL #1 - JOCELYN PROPERTY

A parcel of land situated in the NE1/4 of the NW1/4 of Section 19, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and bounded as follows:

BEGINNING at a point along the North line of said Section 19, from which the North quarter corner thereof bears North 85°47'02" East, 396.00 feet; thence along the North line of Section 19, South 85°47'02" West, 198.00 feet to a point; thence along a line parallel to the center quarter Section line, South 00°19'15" West, 220.00 feet to a point; thence along a line parallel to the North line of Section 19, North 85°47'02" East, 198.00 feet to a point; thence along a line parallel to the center quarter Section line, North 00°19'35" East, 220.00 feet to the point of Beginning, and containing 1 acre.

PARCEL #2 - MOUSER PROPERTY

21469

A parcel of land situated in the NE1/4 of the NW1/4 of Section 19, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and bounded as follows:

BEGINNING at a point which is on the East line of the NE1/4 of the NW1/4 of Section 19, Township 23 South, Range 10, East of the Willamette Meridian, and Southerly from the Northeast corner of said NE1/4 NW1/4, a distance of 220.00 feet; thence Westerly and parallel to the North line of said NE1/4 NW1/4, 594.00 feet; thence Northerly and parallel to the East line of said NE1/4 NW1/4, 220.00 feet to the North line of said NE1/4 NW1/4; thence Westerly along the North line of said NE1/4 NW1/4, 300.00 feet; thence Southerly and parallel to the East line of said NE1/4 NW1/4, 390.00 feet; thence Easterly and parallel to the North line of said NE1/4 NW1/4, 894.00 feet to the East line of said NE1/4 NW1/4; thence Northerly along the East line of said NE1/4 NW1/4, 170.00 feet to the point of beginning, containing 5 acres plus or minus.

PARCEL #3 - WILLIS PROPERTY

A parcel of land situated in the NE1/4 of the NW1/4 of Section 19, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and bounded as follows:

BEGINNING at a point which is the NE corner of the NE1/4 of the NW1/4 of Section 19, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence West along the North line of said Section 19, 396.00 feet; thence East 396.00 feet parallel with the East line of said Section 19 to the East line of the NE1/4 of said Section 19; thence North 220.00 feet to the place of beginning, being 3 acres of land.

The parties hereto further covenant and agree that each party, their heirs and assigns, shall be entitled to contract for emergency repairs, one-third of which shall be paid or refunded to the contracting party within 30 days; the covenant and condition that the parties hereto will not sell, transfer or assign less than their entire interest hereunder; the covenant and condition that in the event there is a dispute or failure to abide

21470

by the covenants and conditions running with the land; that in the event of suit or legal action, the losing party shall pay to the prevailing party such sum as the Court shall find to be a reasonable attorney's fee, together with an attorney's fee in the event of appeal from a suit or action, and together with any other costs and disbursements as may be allowed by Oregon statute. The parties agree that this agreement is binding upon the heirs, successors and assigns of the parties forever.

The true and actual consideration for this agreement is the mutual and reciprocal agreements of each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the dates shown below.

DATED: Sept 2, 1978

Donald W. Jocelyn
DONALD W. JOCELYN

Amie G. Jocelyn
AMIE G. JOCELYN

DATED: Sept 17, 1978

Henry M. Mouser
HENRY M. MOUSER

Raymond A. Mouser
RAYMOND A. MOUSER

DATED: Sept. 12, 1978

A. J. Willis
A. J. WILLIS

Joey Willis
JOEY WILLIS

STATE OF OREGON)
County of Klamath) ss:

21471

Personally appeared DONALD W. JOCELYN and ANITA G. JOCELYN and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me: 9-12-78

Harry P. Grouse
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-7-81

STATE OF OREGON)
County of Klamath) ss:

Personally appeared JERRY M. MOUSER and ROXY A. MOUSER and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me: 9-12-78

Harry P. Grouse
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-7-81

STATE OF OREGON)
County of Klamath) ss:

Personally appeared A. J. WILLIS and JOYCE WILLIS and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me: 9-12-78

Harry P. Grouse
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-7-81

Return to Southern
Salem, Oregon
HARRIS, OR 97337
ROAD MAINTENANCE AGREEMENT - 4 and Final
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 September A.D. 1978 at 11:30 o'clock A.M., and duly recorded in Vol. M78 of 7265 on Page 21469.

\$12.00
FEE

WM. D. MILNE, County Clerk
By *Barbara D. Smith* Deputy