

TA 38-17763

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AGREEMENT.

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THIS AGREEMENT Is made this date between JAMES D. MATTESON and MARGARET ANN MATTESON, husband and wife, hereinafter referred to as "James" and "Margaret", and BERNICE MATTESON, hereinafter referred to as "Bernice";

In consideration of the covenants herein, the parties recite, covenant and agree as follows:

James and Margaret own Lots 6, 7 and 8, and Bernice owns Lots 9 and 10, all in Block 31, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in Klamath County, Oregon.

A public road, Grant Street, runs adjacent to said Lots, and the parties utilize Grant Street for access to said Lots. It is the intent of the parties to maintain an all-weather road on Grant Street in the event a governmental body fails to so maintain Grant Street.

The parties agree to maintain a road for the mutual benefit of the parties and said Lots. The road shall be maintained sufficiently to allow automobile traffic to travel upon the road during all weather commonly encountered in Klamath Falls, Oregon.

Costs of the road maintenance shall be borne as follows: James and Margaret shall be responsible for 60 per cent and Bernice shall be responsible for 40 per cent. This allocation is on the basis that the Lots have equal frontage distance upon Grant Street; that James and Margaret own 60 per cent and Bernice owns 40 per cent of such frontage.

In the event a party to this agreement determines maintenance is required to assure all-weather automobile travel, the following procedure shall be followed:

(a) If all parties agree the maintenance is required, the parties shall agree upon a contractor or other private party to complete such work;

(b) If any party is unavailable or is legally incapable of consenting to such maintenance, the party who has determined such maintenance is required may proceed to reasonably maintain the road to allow all-weather automobile traffic and be entitled to reimbursement according to the above cost schedule;

(c) If the parties cannot agree that such maintenance is required, or the parties cannot agree upon such contractor or private individual, Margaret and James may appoint a third person as arbitrator and Bernice may appoint a third person as arbitrator, both within 10 days. Any arbitrator or arbitrators chosen shall jointly appoint one additional arbitrator. Such arbitrators shall resolve such outstanding issues and the parties shall abide by their decision. Reasonable expense of the arbitrators shall be borne equally by the parties.

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In the event legal proceedings, including appeals, are required to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this 22nd day of March, 1979.

James D. Matteson
James D. Matteson.

Margaret Ann Matteson
Margaret Ann Matteson.

Bernice Matteson
Bernice Matteson.

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

March 22, 1979,
Personally appeared JAMES D. MATTESON and MARGARET ANN MATTESON, husband and wife, and BERNICE MATTESON, and acknowledged the above and foregoing Agreement to be their voluntary act and deed.

Before me:

Em M. Dickson
Notary Public for Oregon.
My Commission Expires: 10/31/79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 22nd day of June, A. D. 19 79 at 12:30 clock A M., and

fully recorded in Vol. 479, of Deeds on Page 13460

Wm D. MILNE, County Clerk

Fee \$6.00

By: Bernice D. Hetch