

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 26<sup>th</sup> day of Dec, 1979, by and between RODNEY J. OWENS and CYNTHIA M. OWENS, husband and wife, JOSEPH F. MATHEWS and JUDITH A. MATHEWS, husband and wife, EDGAR R. PALMER and PAULINE M. PALMER, husband and wife, GLENN R. WHITE and SANDRA K. WHITE, husband and wife, LESTER A. MACOMBER and MARY MACOMBER, husband and wife, and WILLIAM M. STRONG and SHARON M. STRONG, husband and wife.

## R E C I T A L S:

A. An easement for ingress and egress was created by an instrument dated November 13, 1971 and recorded December 9, 1971 in Book M-71 at page 12891, Microfilm Records of Klamath County, Oregon and the parties to this agreement are the owners of the beneficial interest in said easement.

B. The parties hereto desire to make an agreement for the future maintenance of an all weather roadway upon said easement.

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the mutual benefit of the parties hereto, it is agreed as follows:

1. That the parties hereto will maintain the roadway created in said easement under all weather conditions.

2. The extent of the maintenance of said roadway and the improvements to be placed thereon shall be by majority vote of the property owners who have the beneficial interest in said easement. Each property owner shall be allowed one vote regardless of the size of parcel, the distance from Hill Road or the amount of property fronting on the easement.

3. The proportion of assessments that each property owner shall pay for any assessment charged shall be based upon the frontage on the easement, hereinafter referred to as "frontage", and the distance from Hill Road to the most Easterly point of the property, hereinafter referred to as "Distance". The individual

assessment shall be  $\frac{\text{frontage} + \text{distance}}{\text{whole assessment}}$

4. Any improvements or maintenance costs accepted by the majority of property owners as outlined in Paragraph 2 above shall be assessed by the formula in Paragraph 3 above. Any property owner who fails to pay his assessment within thirty (30) days of notice shall be liable to any of the other property owners who shall pay said sum plus any costs or attorneys fees required to collect the same.

5. Any equipment which is purchased for the purposes of this agreement may only be done so by the vote of all of the property owners.

6. This Agreement shall bind the successors and assigns of the parties of this Agreement and shall run with the land benefited by the easement, until terminated by the mutual consent of all the property owners.

7. Nothing in this Agreement shall prevent any property owner or group of property owners to undertake improvement and maintenance of the road at their own cost without consideration of the terms of this Agreement.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first hereinabove written.

Rodney J. Owens  
Rodney J. Owens

Cynthia M. Owens  
Cynthia M. Owens

Joseph F. Matthews  
Joseph F. Matthews

Judith A. Matthews  
Judith A. Matthews

Edgar R. Palmer  
Edgar R. Palmer

Pauline M. Palmer  
Pauline M. Palmer

Glenn R. White  
Glenn R. White

Sandra K. White  
Sandra K. White

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Lester A. Macomber  
Lester A. Macomber  
Mary Macomber  
Mary Macomber  
William M. Strong  
William M. Strong  
Sharon M. Strong  
Sharon M. Strong

STATE OF OREGON )  
County of Klamath ) ss. Dec 24, 1979.

Personally appeared the above-named RODNEY J. OWENS and CYNTHIA M. OWENS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]  
Notary Public for Oregon  
My Commission expires: June 27, 81

STATE OF OREGON )  
County of Klamath ) ss. Dec 22, 1979.

Personally appeared the above-named JOSEPH F. MATHEWS and JUDITH A. MATHEWS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]  
Notary Public for Oregon  
My Commission expires: Aug 15, 1982

STATE OF OREGON )  
County of Klamath ) ss. Dec 22, 1979.

Personally appeared the above-named EDGAR R. PALMER and PAULINE M. PALMER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]  
Notary Public for Oregon  
My Commission expires: Aug 15, 1982

STATE OF OREGON )  
County of Klamath ) ss. Dec 24, 1979.

Personally appeared the above-named GLENN R. WHITE and SANDRA K. WHITE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]  
Notary Public for Oregon  
My Commission expires: June 27, 81

5. ROAD MAINTENANCE AGREEMENT

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STATE OF OREGON )  
County of Klamath ) ss. Dec 22, 1979.

Personally appeared the above-named LESTER A. MACOMBER and MARY MACOMBER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Sharon H. Haddad  
Notary Public for Oregon  
My Commission expires: Aug 18 1982

STATE OF OREGON )  
County of Klamath ) ss. Dec 22, 1979.

Personally appeared the above-named WILLIAM M. STRONG and SHARON M. STRONG, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Sharon H. Haddad  
Notary Public for Oregon  
My Commission expires: August 18, 1982

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of Mountain Title Co.  
his 27th day of December, A. D. 1979, at 11:45 clock P. M., and  
fully recorded in Vol. 279, of Seeds on Page 22623  
Wm D. MILNE, County Clerk  
By Lemuel H. Hetch  
Fee \$14.00