

K. 36702

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 27th day of October, 1983, between Robert A. Campbell and Barbara J. Campbell, husband and wife, and William E. Patterson and Susan E. Patterson, husband and wife, all of whom are owners of real property in Klamath County, Oregon.

RECITALS

I.

All of the aforementioned parties have an interest in adjoining parcels of real property situated in Klamath County, Oregon, and described respectively, as follows:

Robert A. Campbell and Barbara J. Campbell:

A parcel of land containing 7.47 acres, more or less, situated in the West one-half of the Southeast one-quarter of Section 30, T39S, R11 EWM in Klamath County, Oregon; being more particularly described as follows: Beginning at a one-half" rebar on the North-South centerline of the Southeast one-quarter of Section 30, 340' NOO° 15' 51" East of a one-half" rebar, from which the Section corner common to Sections 29, 30, 31 and 32 bears South 00° 15' 51" West 1830 feet and S89° 56' 27" E 1320.46 feet; thence West 842.91 feet, M/L to a one-half" rebar on the easterly right of way line of Harpold County Road; thence Northeasterly along said right of way line, to a one-half" rebar at the intersection of said right of way line and the East-West centerline of Section 30; thence S89° 57' 06" E 502.23 feet, along the East-West centerline of Section 30, to a one-half" rebar marking the SE 1/16 corner of Section 30; Thence S00° 15' 51" W - 475.57 feet, M/L along the North-South centerline of the SE one-fourth of Section 30, to the point of beginning.

William E. Patterson and Susan E. Patterson:

A parcel of land situated in the West one-half of the Southeast one-quarter of Section 30, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows: Beginning at a one-half" rebar on the North-South centerline of the SE one-quarter of Section 30, from which the

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Return to KCTG

- 2 -

Section corner common to Sections 29, 30, 31 and 32 bears South 00° 15' 51" west 1830.00 feet and South 89° 56' 27" E-1320.46 feet; thence North 00° 15' 51" East 340.00 feet; thence West 842.91 feet, more or less, to the Easterly right of way line of Harpold County Road; thence Southwesterly along said right of way line to a point which lies West 880.04 feet from the point of beginning; thence East 880.04 feet to the point of beginning.

II.

The parties to this agreement desire to create a common roadway maintenance agreement for the benefit of the above-described adjoining parcels of real property owned by each of them. The parties agree as follows:

SECTION ONE: DESCRIPTION OF EASEMENT

The purpose of this agreement is to provide for the maintenance of a roadway easement created in Major Land Partition 79-53. It is agreed that it is a covenant that shall run with the land and that extends to all heirs and assigns of all parties hereto.

SECTION TWO: ROADWAY "DEFINED"

"Roadway" as used in this agreement means a residential driveway and residential access road, and it is agreed that no vehicles of more than 12,000 pounds shall use or travel across the right of way described above.

SECTION THREE: CONSTRUCTION AND MAINTENANCE

The roadway described above shall be constructed by William R. LaVerne and Villa Marie LaVerne, husband and wife, at LaVerne's sole cost and expense.

LaVerne's shall construct a road sufficient for travel under all weather conditions.

Robert A. and Barbara J. Campbell agree to maintain the roadway as aforesaid in such a manner that it constitutes an "all-weather road" sufficient for travel under all weather conditions. The sole maintenance obligation of Robert A. Campbell and Barbara J. Campbell shall continue only until such time as parties Patterson, their heirs or assigns, occupy on a regular basis, their real property described above. At such time that the said property is so occupied by parties

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Patterson, or their heirs or assigns, then such maintenance as is required and resulting maintenance costs are to be shared equally between parties Robert Campbell and Barbara Campbell and William Patterson and Susan Patterson.

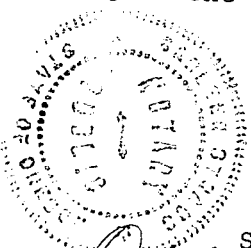
SECTION FOUR: CONSIDERATION

The consideration for each of the parties herein for the promises and grants as set forth above shall be the mutual promises, agreements and conveyances of the other parties hereto.

SECTION FIVE: MAINTENANCE AGREEMENT TO RUN WITH THE LAND

This road maintenance agreement shall run with the land and shall be binding and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.



Robert A. Campbell
Robert A. Campbell

Barbara J. Campbell
Barbara J. Campbell

SUBSCRIBED AND SWORN to before me this 27th day of October, 1983.

Charles Stearns
Notary Public for Oregon
My commission expires 11-15-84

SUBSCRIBED AND SWORN to before me this 11th day of November, 1983. This Notarization for William E. Patterson.

William E. Patterson
William E. Patterson

Susan E. Patterson
Susan E. Patterson

SUBSCRIBED AND SWORN to before me this 1st day of January, 1983.

Rois Anne Tyson
Notary Public for Oregon
My commission expires March 26, 1985
Notary Public, State of Florida
My Commission Expires March 26, 1985
Elected by the Florida Notary Association, Inc.

The above notarization is for Susan Patterson signature only.

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 31st day of January A.D., 1984 at 2:26 o'clock P.M., and duly recorded in Vol 1034, of Deeds on page 1662.

Fee \$ 12.00

EVELYN BIEHN, COUNTY CLERK
by John Smith Deputy