

1. **Parties.** The parties to this Agreement are Darwin S. Jenson and Dorothy I. Jenson, husband and wife ("Jensons"), and Phillip B. Reed and Betty J. Reed, husband and wife ("Reeds").
2. **Purpose.** The parties to this Agreement each have a separate residence located on jointly-owned real property described as: Lot 23, Block 6 of Cres-Del Acres, Second Addition, situated in the NW $\frac{1}{4}$ of Section 7, T 24 S, R 7 E, W.M., Klamath County. The parties share certain jointly-owned facilities thereon. Jensons desire to sell their residence and their interest in the real property. The parties desire to set forth in writing their agreements relating to certain uses of the property in order to make the rights and obligations of all the parties and their successors-in-interest clear.
3. **Taxes.** Each party shall pay in full each year before the November due date to obtain the full 3% discount one-half of all real property taxes and similar assessments on the real property.
4. **Trees.** No trees shall be cut without the consent of all parties hereto, which consent shall not be unreasonably withheld.
5. **Water/Septic Systems.** Normal maintenance of the common water and septic system serving the property shall be performed and paid for equally by the parties. Repair of freeze damage shall be performed and paid for by the party using the system if the other party is absent for the winter.
6. **Vehicles.** No inoperable vehicles, inoperable recreational vehicles, or junk mobile homes shall be left on the property for more than one month.
7. **Electricity.** The parties shall alternate each month in paying when due the costs of electricity to operate the water pump or the common water system when both parties are present for more than half the month. Otherwise, such payment shall be the responsibility of the party who is using the water pump.
8. **Road and Grounds Maintenance.** Maintenance for common and ordinary usage of the roads and grounds shall be performed and paid for equally by the parties. This includes the sub-division roads, the bridge, and snow removal, but only applies to Cres-Del 2nd Addition Roads.
9. **Insurance.** Both parties shall maintain adequate homeowner's insurance.
10. **Use.** The parties agree that the use of the common items discussed in this Agreement will be restricted to that use typically associated with residential dwellings and shall not consist of business or commercial uses.
11. **Remedies.** All maintenance and repairs called for by this Agreement shall be performed on a prompt, diligent, and regular basis. If a party fails to perform necessary maintenance and repairs as required, the other party, upon ten-days prior written

notice to the non-performing party, may cause such work to be done with a right of reimbursement for all sums necessarily and properly expended to remedy such failure. If the non-performing party fails to pay such reimbursement on demand, the party causing such work to be done shall have the immediate right to record a lien against the non-performing party's property related to this Agreement. The parties agree that such lien shall be treated as a construction lien pursuant to ORS Chapter 87, subject to foreclosure and priority as set forth in the construction lien statutes.

12. Effect of this Agreement. The rights and obligations established hereunder shall run with the land as to all property burdened and benefitted thereby, including any division or partition of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit each party's successors, assigns, lessees, and mortgagees.

13. Equitable Remedies. In the event either party shall fail to perform its obligations under this Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive or other equitable relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted this Agreement.

14. Consideration. This Agreement is made in consideration of the performance of the mutual promises and obligations contained herein.

15. Indemnification. Each of the parties hereto ("Indemnitor") agrees to indemnify and hold the others harmless from and against any and all liability, damage, loss, cost, and expense which may accrue to or be sustained by the other(s) on account of any claim, suit, demand, or action made or brought against the other(s) for the death of or injury to persons or destruction of property involving Indemnitor.

16. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights granted and obligations assumed in this Agreement and supersedes any prior understandings or agreements. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

IN WITNESS WHEREOF, the parties have set forth their signatures below on this 15th day of August, 1995.

JENSONS:

Darwin S. Jenson
Darwin S. Jenson

Dorothy I. Jenson
Dorothy I. Jenson

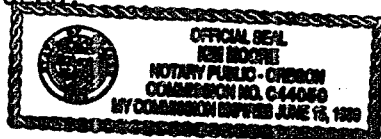
REEDS:

Phillip B. Reed
Phillip B. Reed

Betty J. Reed
Betty J. Reed

STATE OF OREGON)
) ss.
 County of Lane)

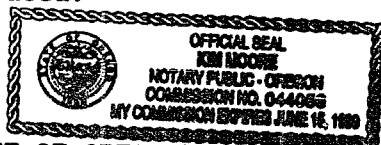
Personally appeared before me this 15th day of August, 1995, the above-named Darwin S. Jenson, who acknowledged the foregoing Easement and License Agreement to be his voluntary act and deed.



Kim Moore
 Notary Public for Oregon
 My Commission Expires: 6/15/99

STATE OF OREGON)
) ss.
 County of Lane)

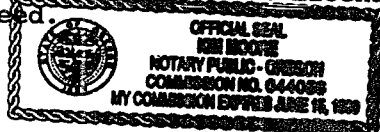
Personally appeared before me this 15th day of August, 1995, the above-named Dorothy I. Jenson, who acknowledged the foregoing Easement and License Agreement to be her voluntary act and deed.



Kim Moore
 Notary Public for Oregon
 My Commission Expires: 6/15/99

STATE OF OREGON)
) ss.
 County of Lane)

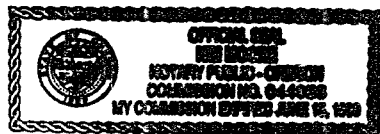
Personally appeared before me this 15th day of August, 1995, the above-named Phillip B. Reed, who acknowledged the foregoing Easement and License Agreement to be his voluntary act and deed.



Kim Moore
 Notary Public for Oregon
 My Commission Expires: 6/15/99

STATE OF OREGON)
) ss.
 County of Lane)

Personally appeared before me this 15th day of August, 1995, the above-named Betty J. Reed, who acknowledged the foregoing Easement and License Agreement to be her voluntary act and deed.



Kim Moore
 Notary Public for Oregon
 My Commission Expires: 6/15/99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 18th day of August A.D., 19 95 at 10:35 o'clock A M., and duly recorded in Vol. M95 of Deeds on Page 21971.

FEE \$40.00

Bernetha G. Letsch, County Clerk
 By Annette Mueller