

MTC 49125-LW
ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, the effective date of which is February 10, 2000, is by and between the following parties:

Party 1: RODNEY EARL TRAVIS and SHASTA LAND AND HOMES who owns the real property described as Lot 22 of POOLE HOMESITES, a resubdivision of the South 270 feet of Tracts 22, 23, and 24 and of Tracts 33, 34, 35 and 36, HOMELAND TRACTS NO., 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which such Lot 22 is intended to be benefited and burdened by this agreement.

Party 2: DAVID BAILEY and SUSAN DEY who own the real property described as Lot 21 of POOLE HOMESITES are subdivision of the South 270 feet of Tracts 22, 23 and 24 and of Tracts 33, 34, 35 and 36, HOMELAND TRACTS NO., 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which such Lot 21 is intended to be benefited and burdened by this agreement.

Party 3: TONI WILCOX who owns the real property described as Lot 23 of POOLE HOMESITES a resubdivision of the South 270 feet of Tracts 22, 23, and 24, and of Tracts 33, 34, 35 and 36, HOMELAND TRACTS NO., 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which such Lot 23 is intended to be benefited and burdened by this agreement.

Party 4: RAYMOND L. KELLEY who owns the real property described as Lot 1, VALLEY VIEW, at 3005 Madison, Klamath Falls, OR which such Lot 1 is intended to be benefited and burdened by this agreement.

RECITALS

The Parties hereto own or have interest in certain real property, as described above which is contiguous; the parties are mutually benefited by an existing road along the southern boundary of such property, Lots 21, 22, 23 as referenced above, and northerly boundary of Lot 1 as referenced above, known as portion of Hilyard Avenue. Said road is considered a road dedicated to Klamath County with the expectation that users will maintain such road.

It is understood that RODNEY EARL TRAVIS is to improve the road by causing such road to be paved to 20 feet in width as per specifications described as "temporary road section" on document approved by Klamath County Engineer, August 14, 1998, drawn 7/13/98, submitted by Zbinden Engineering and Tru-Line Surveying regarding City Project No. 8POOL WL, Engineer File No. 2198. With the exception of such paving work, the parties agree maintenance shall be as follows.

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Page 1 of 3 Road Agreement

Return to:

Louise S. Genovese

5825 Hilyard Ave.

K. Falls, OR. 97603

36.00
m

AGREEMENT

In consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

The owners of individual lots shall be responsible for their own individual driveways and entrances to and from such road. The costs of maintenance on the road shall be shared as below set forth.

All expenses, maintenance, repair and replacement of said road shall be shared equally among the four parties. For example, if repairs cost \$400, the owner of said Lot 21 of POOLE HOMESITES a resubdivision of the South 270 feet of Tracts 22, 23, and 24, and of Tracts 33, 34, 35 and 36, HOMELAND TRACTS NO., 2, would be required to contribute \$100 and the owner of said Lot 22 would be required to contribute \$100 and the owner of said Lot 23 would be required to contribute \$100, and the owner of property at 3005 Madison Street, Klamath Falls, OR, Valley View, Lot 1, Map Tax Lot: 3909-012BB-00300-000 would be required to contribute \$100, for the example total of \$400.

Prior to conducting any work, an owner wishing to conduct such works shall attempt to obtain the agreement and assent of the other owners. In the event that such prior agreement is not so obtained, all owners shall be liable to contribute for all reasonable maintenance conducted on the road. In the event that questions or disputes arise as to such maintenance contribution, as to whether such work is "reasonable maintenance" according to this agreement or any other after as relates to this agreement, then the parties hereby agree to submit such issue to arbitration where each of the three parties appoint one arbitrator. Those arbitrators shall decide the resolution of said dispute by majority vote, and the parties shall be bound thereby. The costs of arbitration, if any, shall be borne equally by the parties.

This agreement shall run with the land, be binding to heirs, successors and assigns, and shall be recorded in the records of Klamath County. Grantees from the parties hereto shall receive title subject to and be benefited by the terms of this agreement. This agreement may not be modified unless owners of all four (4) lots agree in writing to such modification and such modification is recorded in the records of Klamath County.

If suit or action is instituted to enforce any of the provisions of this Agreement, the party or parties prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands.

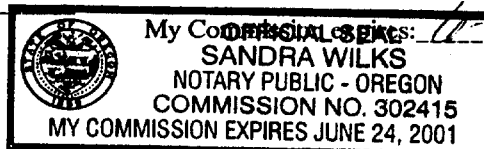
[Signature]
[Signature]
[Signature]
[Signature]
 Page 2 of 3 Road Agreement

Shasta Land & Home Inc
Shodun H. H. H. P.
[Signature]
[Signature]

STATE OF OREGON)
County of KLAMATH) ss.

The foregoing instrument was acknowledged before me this 10 day of February, 2000,
by [Signature] and acknowledged the above to be a voluntary act and deed.

[Signature]
Notary Public for State of Oregon



STATE OF OREGON)
County of KLAMATH) ss.

The foregoing instrument was acknowledged before me this 14 day of February, 2000,
by David Bailey and Susan Day and acknowledged the above to be a voluntary act and deed.

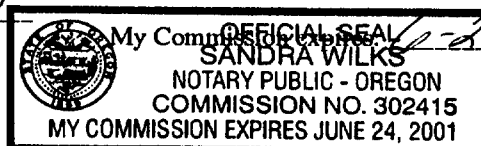
[Signature]
Notary Public for State of Oregon



STATE OF OREGON)
County of KLAMATH) ss.

The foregoing instrument was acknowledged before me this 10 day of Feb, 2000,
by Toni Wilcox and acknowledged the above to be a voluntary act and deed.

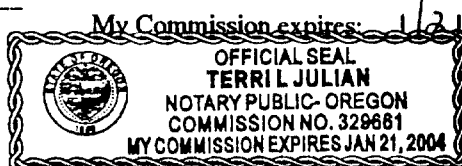
[Signature]
Notary Public for State of Oregon



STATE OF OREGON)
County of KLAMATH) ss.

The foregoing instrument was acknowledged before me this 14th day of February, 2000,
by Raymond Kelly and acknowledged the above to be a voluntary act and deed.

[Signature]
Notary Public for State of Oregon



STATE OF OREGON)
County of KLAMATH) ss.

The foregoing instrument was acknowledged before me this 14th day of February, 2000,
by Fred Theodore & Paddock and acknowledged the above to be a voluntary act and deed.

[Signature]
Notary Public for State of Oregon

My Commission expires: 1/21/04



State of Oregon

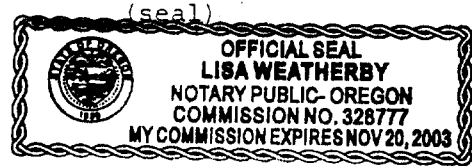
County of

KlamathFebruary, 192000

Personally appeared the above named Rodney Earl Travis,
and acknowledged the foregoing instrument to be his voluntary act and
deed.

WITNESS My hand and official seal:

Lisa Weatherby
Notary Public for Oregon
My Commission expires: 11/20/2003



State of Oregon, County of Klamath
Recorded 2/18/00, at 3:53 p.m.
In Vol. M00 Page 5382
Linda Smith,
County Clerk Fee \$ 36⁰⁰