

2008-014813

Klamath County, Oregon



00055573200800148130030037

Name

Maroda, LLC, Party

After Recording Return to:

Maroda, LLC

10/31/2008 03:20:11 PM

Fee: \$31.00

Until a change is requested all tax
statements shall be sent to the following address:

NA

PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this 30th day of Oct, 2008 by Maroda, LLC, a Nevada Limited Liability Company.

Recitals

WHEREAS, the parties hereto wish to establish a private road maintenance agreement situated in Klamath County, Oregon for a road that will run through the benefited and burdened land more fully described in the attached Exhibit A. Said road shall be of the same dimensions as the Utilities Easement recorded at Volume M01, page 37769, in part, and including the planned extension of the road through the land described in Exhibit A, and said road shall hereafter be referred to as "the road."

WHEREAS, the parties hereto own adjoining property and have the right of enjoyment of the road for purposes of ingress and egress.

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements of the road,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Road Maintenance.** Road maintenance will be incurred whenever necessary to maintain the road in operating condition at all times and to insure the provision of safe access by emergency vehicles. All road maintenance and road improvements shall be performed in accordance with the standards set forth in applicable statutes and ordinances.
2. **Maintenance Costs.** Road maintenance costs shall be shared equally between the parcel owners sharing access to the above mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Total maintenance costs divided by the existing number of parcels sharing access to the road. The records of Klamath County, Oregon shall be conclusive evidence of the interest of each parcel owner at the time such expense is incurred. When a parcel is being sold on land contract, the land contract vendee shall be deemed the owner of record. All parcel owners must agree before road improvements and upgrades (beyond normal operating maintenance) can be instituted and all parcel owners are required to approve the acceptance of any bid from a road improvement contractor. In the event that an agreement cannot be reached, any parcel owner may improve the road at their own cost. Once a road surface has been improved, maintenance of the improved surface shall be governed by this paragraph, and maintenance costs split equally, regardless of whether parcel owners agreed to the improvement.
3. **Payment.** Payment of maintenance and improvement costs will be made to the person designated by a majority of the parcel owners as the road commission agent of the road no later than two weeks from the date they receive a billing or other notification. The designated road commission agent upon receipt of all parcel owner's payment will, in turn, immediately remit payment of the road costs incurred to the respective contractor or vendor.
4. **Future Parcels.** Three parcels are currently on record as having access to the road. Any additional parcels gaining access to the Road by way of splitting any of the current three parcels will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined by the formula contained in Paragraph No. 2.
5. **Snow Plowing.** The Private Road shall be snowplowed so as to permit year-round access. The cost shall be shared by the parcel owners except that no parcel owner shall share costs for snow plowing until building improvements have been commenced on their parcel.
6. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land.
7. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their successors in interest, their respective heirs, executors, administrators, and assigns.
8. **Recording and Filing.** A copy of this Agreement shall be recorded with the Klamath County Clerk and Recorder.

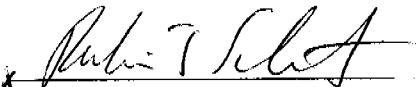
9. **Amendment.** This agreement may only be amended by the unanimous consent of all parcel owners. No amendment shall be effective until it is first reviewed by Klamath County and confirmed in writing by the County to be in compliance with all applicable ordinances of the County.

10. **Enforcement.** This Agreement may be enforced by any property owner or by Klamath County. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs if the prevailing party.

11. **Lien:** Each owner by signing this agreement agrees to pay their portion of the maintenance fees within 60 (Sixty) days of receiving notice of their portion of the fees. All unpaid fees, as well as interest at the rate of 10% per annum and costs of collection, shall be a lien upon the parcel against which the fee is charged and said lien shall continue until the fee is paid in full and shall be the personal obligation of the owner.

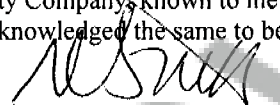
12. **Miscellaneous.** If a parcel is owned by more than one person, all of the owners of a Parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement and will be entitled to only one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).

The parties have executed this Agreement on the day and year first above written.


Maroda, LLC, by Robin Schwartz, managing member

STATE OF OREGON)
) ss.
County of Klamath)

On 10/30, 2008, before me a Notary Public, in and for said County, personally appeared Robin Schwartz, as managing member of Maroda, LLC a Nevada Limited Liability Company, known to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.


Notary Public for Oregon
My Comm. Expires: 12/20/10

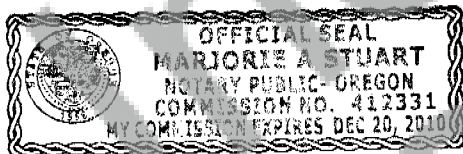


EXHIBIT A

Parcels 1 and 2 of Land Partition 33-00 being a portion of Tract 8 and Tract 9 of GIENGER HOME TRACTS, situated in the SW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

ALSO the East 125 feet of the following described tract:

Tract 8 of GIENGER'S HOME TRACTS, in the County of Klamath, State of Oregon.

EXCEPT the East 326.7 feet formerly conveyed to Gomer W. Caseman, by deed recorded in Volume 130, page 345, Deed Records of Klamath County, Oregon.

ALSO, including half of vacated alley South of and adjoining the said East 125 feet.