

2008-016472

Klamath County, Oregon



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12/12/2008 03:24:12 PM

Fee: \$36.00

MTC83847-KR

After recording return to:

Richard A. Lowell

61785 Ten Barr Road

Bend, OR 97701

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

PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this 11th day of December, 2008 by Richard A. Lowell & Christie K. Lowell and Dayna Fanning.

Recitals

WHEREAS, the parties hereto wish to establish a private road maintenance agreement situated in Klamath County, Oregon for a road that runs through the benefited and burdened land more fully described in the attached Exhibit A. Said road is situated within the easement for access over the South 30' of Parcels 1 and 2 and 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 in 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 respective contractor or vendor.
4. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land.
5. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their successors in interest, their respective heirs, executors, administrators, and assigns.
6. **Recording and Filing.** A copy of this Agreement shall be recorded with the Klamath County Clerk and Recorder.

30/11/08

7. **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.

8. **Enforcement.** This Agreement may be enforced by any property owner sharing access to the road or by Klamath County. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party of such action or lawsuit shall be entitled to reimbursement of reasonable attorney fees and costs from the non-prevailing party.

9. **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.

10. **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.

Richard A. Lowell 12/11/08
Richard A. Lowell Date

Dayna Fanning 12/12/08
Dayna Fanning Date

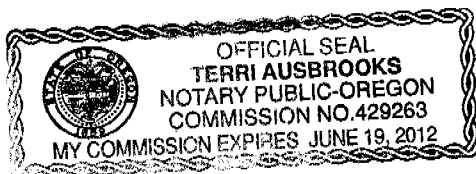
Christie K. Lowell 12/11/08
Christie K. Lowell Date

STATE OF OREGON)
Deschutes) ss.
COUNTY OF KLAMATH)

On Dec. 11, 2008, before me a Notary Public, in and for said County, personally appeared Richard A. Lowell known to be the same person described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

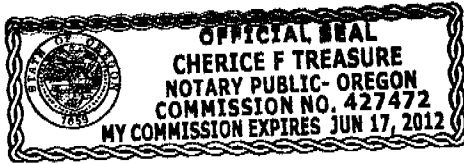
* and Christie K. Lowell

[Signature]
Notary Public for Oregon
My Comm. Expires: 6-19-12



State of Oregon
County of KLAMATH

This instrument was acknowledged before me on December 12, 2008 by Dayna Fanning.



Cherice F. Treasure

(Notary Public for Oregon)

My commission expires 6/17/2012

EXHIBIT A

Property Description:

Parcel 1, Parcel 2 and Parcel 3 of the land partition 64-05, said land partition of Lot 63 of "Fair Acres Subdivision No. 1" situated in the SE ¼ SE ¼ of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Together with an easement for access and utilities over, under, and across the South 30 feet of Parcel 1, ~~Parcel 2~~, and Parcel 2 of said Land Partition 63-05 as delineated on the face of said Land Partition.

Tax Account No. 3809-035DC-00600
Tax Account No. 3809-035DC-00601
Tax Account No. 3809-035DC-00602

Tax Parcel No. 00600
Tax Parcel No. 00601
Tax Parcel No. 00602