

UTC93350-MS

2012-005264

Klamath County, Oregon



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05/16/2012 03:25:49 PM

Fee: \$52.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

Derin L. Jones
P.O. Box 116
Malin, OR 97632

1. Name(s) of the Transaction(s):

Standard Road Maintenance Agreement

2. Direct Party (Debtor):

Rick E. Woodley, Linda L. Woodley,
Derin L. Jones and Vanessa L. Jones

3. Indirect Party (Secured Party):

Rick E. Woodley, Linda L. Woodley,
Derin L. Jones and Vanessa L. Jones

4. True and Actual Consideration Paid:

n/a

5. Legal Description: Parcel 1, Parcel 2 and Parcel 3
Land Partition 35-09 of Section 16 Township 41S Range 12 EWM,
Recorded 2/8/10 in Volume 2010-001987

520mf

.. WTC 93350-US

After Recording, Return To:

Derin L. Jones

P.O. Box 116

Malin, OR 97632

Standard Road Maintenance Agreement

WHEREAS, the parties hereto are the owners of adjoining parcels of land served by an easement of right-of-way TWENTY feet in width and shown on the aforesaid plat of survey made by TRU-LINE SURVEYING INC , Land Surveyor, dated JANUARY 14, 2010 , recorded as aforesaid in the Clerk's Office of KLAMATH COUNTY, OREGON, shown on said plat as *LAND PARTITION 35-09 OF SECTION 16 TOWNSHIP 41S RANGE 12 EWM* which provides access to these parcels;

PARCEL 1, PARCEL 2

And

PARCEL 3

WHEREAS, the parties desire to enter into agreement in order to provide for the maintenance, repair, and upkeep of such road.

NOW, THEREFORE, in consideration of the premises and mutual covenants provided herein, the parties agree as follows:

(1) The parties hereby agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain said road and to perform repairs so as to maintain the road in good and safe condition in accordance with standards set forth below. The parties hereby agree to share in the cost of such maintenance and repair pro rata based upon the number of lots owned, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event that a part's agent or business or professional invitee causes damages to the road other than ordinary wear and tear, said party shall be required to repair such damage and bear the cost thereof exclusively; provided further, in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro rata basis with all of the other lots.

(2) The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

(3) Each party hereby grants to the other parties hereto a temporary construction easement across the lot owned by such party for the purpose of maintaining, repairing, or upgrading the road, as provided for in this agreement.

(4) The covenants set forth in this road maintenance agreement shall run with the land described above and owned by the parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

(5) The road which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by KLAMATH County authorities or by the OREGON

47HmJ

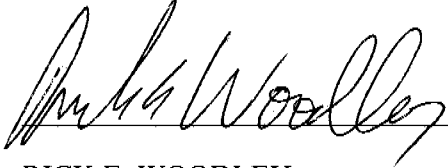
Department of Transportation.

(6) This road maintenance agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the STATE of OREGON.

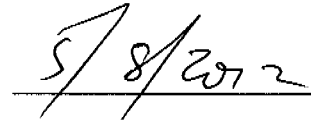
This conveyance is made SUBJECT TO all easements, restrictions and conditions of record as the same may lawfully apply to the real estate herein conveyed.

Reference is hereby made to the aforementioned deed, plat and other instruments in the chain of title for a more particular description of the property herein conveyed.

WITNESS the following signatures:



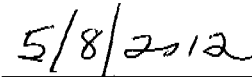
RICK E. WOODLEY



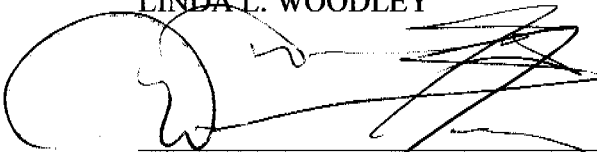
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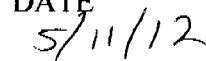
LINDA L. WOODLEY



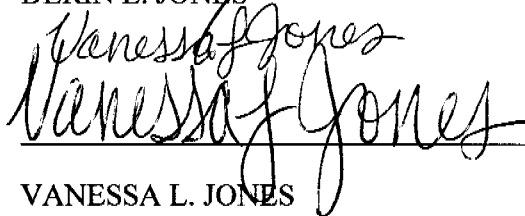
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DERIN L. JONES



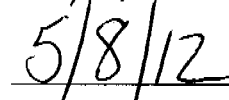
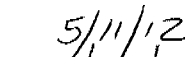
DATE



VANESSA L. JONES



DATE



DATE

State of Oregon
County of Klamath

On this 11th day of May, 2012, personally appeared before me the above named Derin L. Jones and Vanessa ¹ Jones, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



MA Stuart

Notary Public for Oregon
My Commission expires: 12/20/14