

After Recording Return to:

~~Ken Janson~~  
Ken Janson  
25 Peach Tree Ct.  
Nellysford, VA 22958

### ROAD MAINTENANCE AGREEMENT

WHEREAS, Ken Janson, his heirs, successor and assigns, hereinafter referred to as Party #1, is the owner of the real property located in Klamath County, Oregon more particularly described as:

**Parcels 1 of Partition #38-94, being part of Parcel 1 of Land Partition 52-93 in the NE 1/4 of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.**

and Amy C. Murlin, Shane Murlin and Lisa K. Chase, hereinafter referred to as Party #2, is the owner of real property located in Klamath County, Oregon more particularly described as:

**Parcel 3 of Partition #38-94, being part of Parcel 1 of Land Partition 52-93 in the NE 1/4 of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, as filed in the Office of the County Clerk of Klamath County, Oregon**

and Donald R. Jirsa, Sr. and Rhonda J. Jirsa, their heirs, successor and assigns hereinafter referred to as Party #3, are the owner of real property located in Klamath County, Oregon more particularly described as:

**Parcel 2 of Partition #52-93 according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.**

WHEREAS, a private easement exists which exits Highway 62 and runs along the Westerly boundary of the property owned by Party #3 and which is utilized by all of the parties hereto and then runs generally easterly along the southerly boundary of Parcel #1 owned by Party #1 which is used by Party #1 and Party #2 to access their respective properties and the parties hereto wish to enter into a maintenance agreement of those easements;


NOW, THEREFORE, IT IS HEREBY AGREED that:

1. All costs of maintaining the easement on Party #3's property shall be jointly shared by all parties to this agreement.
2. All costs of maintaining the easement on Party #1's property shall be jointly shared by Party #1 and Party #2.
3. At least 10 days prior to conducting any maintenance on the easement which will result in any cost to any of the parties, the party wishing to conduct maintenance shall notify the other parties of that party's intent to conduct maintenance and provide estimates of the cost of such maintenance.
4. No improvements, such as paving or widening of the existing easement, shall be conducted without the written approval of all of the parties who use that portion of the easement.
5. Payment of each parties respective share of the cost of maintaining the easement shall

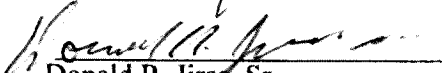
due within ten (10) days of the submission of a statement by the party who conducted the maintenance.

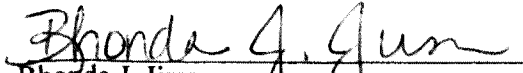
6. Should any party to this agreement apply to any Court to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable costs and attorney fees, whether at trial or on appeal.

7. Party #1 hereby grants to Party #2, their heirs, successors and assigns, a permanent, non-exclusive easement over the existing driveway located along the Southerly boundary of Parcel #1 to the point where the driveway enters Parcel #2 for ingress and egress purposes.

  
Ken Janson

   
Amy C. Murlin, Shane Murlin and Lisa K. Chase

  
Donald R. Jirsa, Sr.

  
Rhonda J. Jirsa

due within ten (10) days of the submission of a statement by the party who conducted the maintenance.

6. Should any party to this agreement apply to any Court to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable costs and attorney fees, whether at trial or on appeal.

7. Party #1 hereby grants to Party #2, their heirs, successors and assigns, a permanent, non-exclusive easement over the existing driveway located along the Southerly boundary of Parcel #1 to the point where the driveway enters Parcel #2 for ingress and egress purposes.

Ken Janson

Amy C. Murlin, Shane Murlin and Lisa K. Chase

Donald R. Jirsa, Sr.

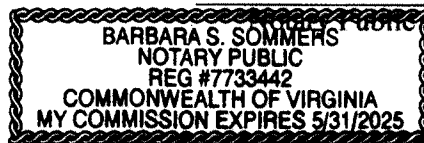
Rhonda J. Jirsa

Virginia  
STATE OF OREGON )  
Nelson ) ss.  
County of Klamath )

BE IT REMEMBERED that on this 24 day of Oct, 2023, personally appeared before me Ken Janson, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged to me that he executed the same freely and voluntarily. In witness whereof, I have hereunto set my hand and affixed my seal this day and date written above.

(S E A L)

Before me:



STATE OF OREGON )  
 ) ss.  
County of Klamath )

BE IT REMEMBERED that on this 25 day of October, 2023, personally appeared before me Amy C. Murlin, Shane Murlin and Lisa K. Chase, who is known to me to be the identical persons described in and who executed the above instrument, and who acknowledged to me that they executed the same freely and voluntarily. In witness whereof, I have hereunto set my hand and affixed my seal this day and date written above.

(S E A L)



Before me:

Notary Public for Oregon

STATE OF OREGON )  
 ) ss.  
County of Klamath )

BE IT REMEMBERED that on this 18 day of October, 2023, personally appeared before me Donald R. Jirsa, Sr. and Rhonda J. Jirsa, who are known to me to be the identical persons described in and who executed the above instrument, and who acknowledged to me that they executed the same freely and voluntarily. In witness whereof, I have hereunto set my hand and affixed my seal this day and date written above.

(S E A L)

Before me:

Notary Public for Oregon

