

GRIMMETT ROAD PRIVATE ROADWAY AGREEMENT

An unincorporated association of property owners

THIS AGREEMENT is made and entered into this 18th day of December, 1983, by and between the undersigned parties, listed on attached sheet with their addresses and appropriate designation of their property ownership.

RECITALS:

The parties hereto are either vested in fee simple or are contract purchasers of parcels of property located in the Southwest Quarter and the Southeast Quarter of Section 14, Township 2 North, Range 5 West, Willamette Meridian, Washington County, Oregon, which property and parties are more particularly described in "Exhibit A" attached hereto and by this reference incorporated herein.

The parties hereto desire to confirm the existence of a permanent, mutual reciprocal easement for the use of a roadway which will provide access from their properties to a private roadway known as "Grimmett Road."

The parties hereto agree as follows:

The parties hereby grant and convey to each other and reserve unto themselves an easement for ingress, egress and utility purposes over and upon the following described real property, to-wit:

A 50.00 foot wide roadway located in the Southwest Quarter and the Southeast Quarter of Section 14, Township 2 North, Range 5 West, Willamette Meridian, the centerline of said roadway being more particularly described as follows:

Beginning at the South Quarter corner of said Section 14 and running thence North 00°27'30" West along the East line of the Southwest Quarter of said Section 14, 25.00 feet to a point that is 25.00 feet distant, when measured, at right

angles, from the South line of the Southwest corner of said Section 14; thence South 88°31'50" West parallel with said South line, 435.73 feet; thence North 02°19'00" West, 174.76 feet; thence North 03°34'00" East, 365.52 feet; thence North 14°07'30" West, 117.72 feet; thence North 41°43'30" West, 198.60 feet; thence North 30°33'00" East, 214.22 feet; thence North 17°19'00" East, 239.50 feet; thence North 77°53'15" East, 132.82 feet; thence North 16°28'15" West, 161.82 feet; thence North 69°14'15" West, 159.00 feet; thence North 45°53'45" West, 160.89 feet; thence North 12°03'30" East, 236.50 feet; thence North 27°52'15" East, 230.55 feet to the most Southerly corner of that certain tract of land described in a deed to Margaret J. McLean recorded as Document No. 78-001215, Washington County, Oregon, Deed Records, said point being the terminous of the herein described roadway, extending or shortening the said roadway sidelines to terminate at the property lines of said McLean Tract.

The above described easement shall be non-exclusive and shall be appurtenant to each of the parcels of property described in "Exhibit A" attached hereto and hereinafter known as "Grimmett Road."

The persons whose names are listed on attached "Exhibit A" are all property owners whose properties would be serviced by "Grimmett Road," and the description of their properties constitutes the present area to be benefitted; and who, by affixing their names hereto, agree upon the terms, obligations and benefits of this agreement.

In order to expedite the transaction of business with respect to the use and maintenance of the roadway, the property owners shall elect each year at an annual meeting to be established on the first (1st) day of September three (3) persons who are property owners on "Grimmett Road" to act as trustees for the group. They will serve at least one (1) year and will be elected by a majority vote of the property owners on "Grimmett Road." If one of the trustees should die or resign during his term of office, a special meeting will be called within thirty

(30) days and a replacement shall be elected to serve.

The trustees shall be authorized to assess and collect from each property owner of "Grimmett Road" their prorata share of the actual cost of maintenance of said road. Failure to pay said amount will entitle the Glenwood Homeowners Association to file a lien against the property of the property owner, and continued failure to pay will entitle the trustees to deny said property owner the right of use of said roadway.

The establishment of "Grimmett Road" and the use and maintenance of the same, together with the maintenance of "Glenwood Lane" and the bridge located thereon, is necessary for the use and enjoyment of the property owners involved; and the parties hereto intend that the duties, assessments and obligations under this agreement are to run with the land; and that this agreement shall bind the parties, their administrators, executors, heirs, grantees, successors and assigns, and a memorandum of this agreement shall be recorded and noted by book and page upon any conveyance made by the parties in subsequent transfers or conveyances of their properties, to-wit:

"Access to the above described property is subject to the Private Roadway Agreement (Grimmett Road) dated the 18th day of December, 1983, the terms and conditions of which the Grantees herein assume and accept."

In the event any of the property owners shall subdivide their properties and make additional tracts from the parcels, said parcels shall be considered additional tracts and owners of such subdivided parcels shall be responsible for the annual assessments designated by the property owners.

With respect to any disputes arising between any of the

parties who are subject to this agreement as to their duties and obligations hereunder, it is further understood and agreed that said dispute shall be submitted to arbitration in accordance with the Bridge Construction and Maintenance Agreement of Glenwood Homeowners, dated November 9, 1981, recorded as Fee No. 82-009878, Washington County, Oregon, Deed Records. In the event of any litigation arising out of this agreement, it is further agreed that the prevailing party shall recover from the losing party such prevailing party's reasonable attorneys' fees at trial or on appeal as adjudged by the trial or appellate court.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written. The undersigned affix their signatures hereto for the express purpose of adopting the terms and conditions of the establishment of "Grimmett Road."

Map 2N5-14

Tax Lot 200, Quitclaim deeds, Book 1006, Page 5; Book 1006, Page 6

Clark J. Smith
Clark J. Smith
Verna J. Smith
Verna J. Smith

STATE OF OREGON,

County of Washington

ss.

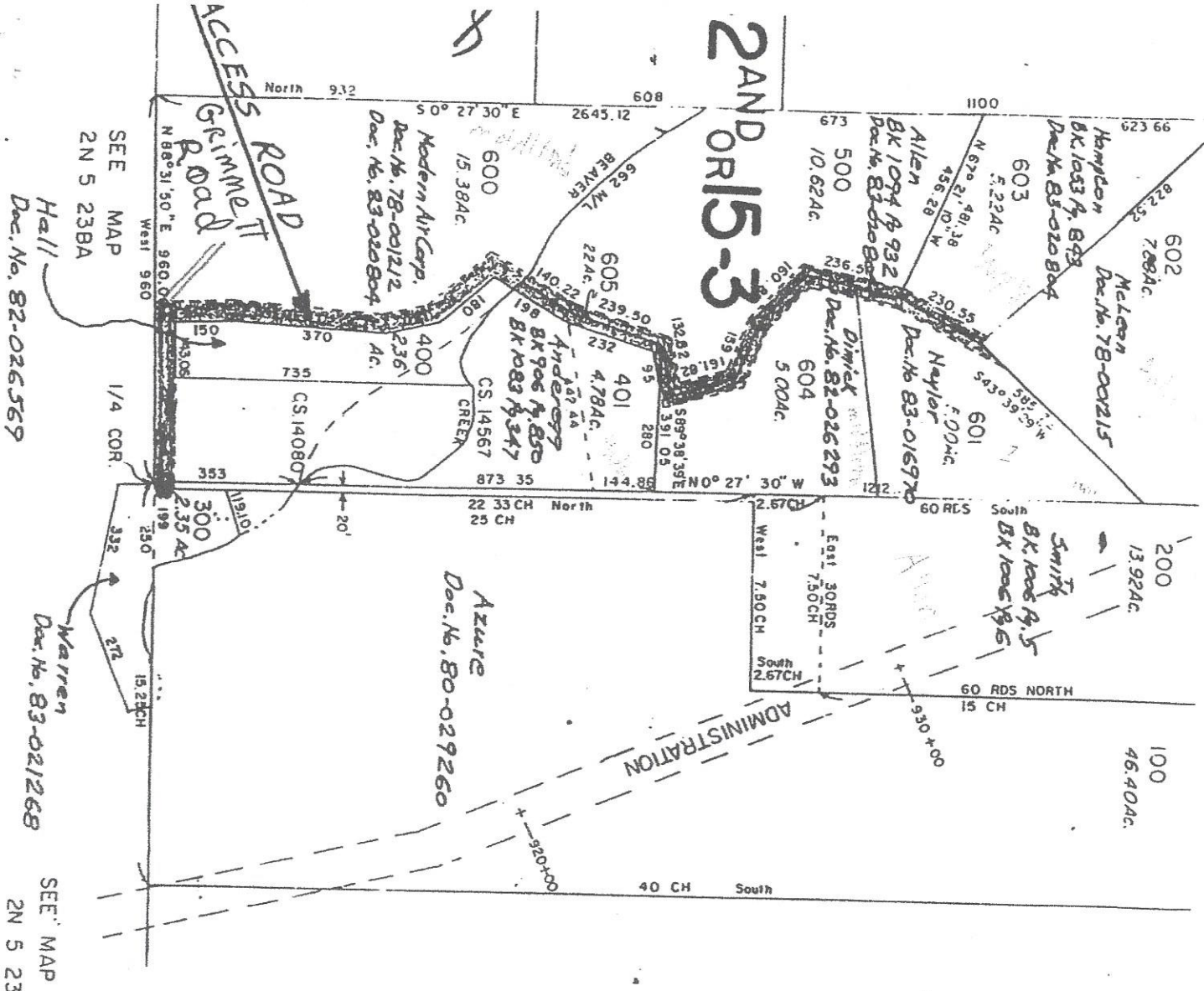
FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 21 day of December, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Clark J. Smith and Verna J. Smith

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

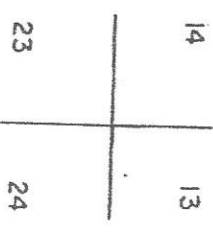
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Jim E. Oanker
Notary Public for Oregon
My Commission expires 11-19-84



SEE MAP
2N 5

SEE MAP
2N 5 23



For: Glenwood Home
Nov. 14, 1983

5031648-4101

CIVIL ENGINEERS
LAND SURVEYORS & PLANNERS
140 N.E. THIRD AVENUE
MILLSBORO, OREGON 97123

BANCROFT & ASSOCIATES
INCORPORATED