

84003154

ROY 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 Northwest Quarter of Section 23, 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 "Roy 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 20.00 foot wide roadway located in the Northeast quarter and the Northwest quarter of Section 23, Township 2 North, Range 3 West, Willamette Meridian, said roadway being described in a Road Easement recorded in Book 965, Page 490, Washington County, Oregon, Deed Records, and the centerline of said roadway being hereby re-described and extended as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of said Section 23, said point being South 00°05'00" East, 656.00

[REDACTED]

feet, more or less, from the North Quarter corner of said Section 23, and running thence South 89°23'00" West, 543.80 feet to the terminous of the herein described roadway.

SUBJECT TO the rights of the Glenwood Homeowners Association to that portion lying within the easement of Glenwood Lane and Grover Lane.

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 "Roy Road."

The persons whose names are listed on attached "Exhibit A" are all property owners whose properties would be serviced by "Roy 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 "Roy 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 "Roy 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 on "Roy Road" their prorata share of the actual cost of maintenance of said road.

The establishment of "Roy Road" and the use and maintenance of the same, together with the maintenance of "Glenwood Lane" and

[REDACTED]

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 (Roy 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

[REDACTED]

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 "Roy Road."

MAP 2N5-23BA

Tax Lot 700, Deed, Book 251, Page 735

A. R. Norris
A. R. Norris

Martha Norris
Martha Norris

Tax Lot 800, Deed, Doc. No. 81-020657

James R. Johansen
James R. Johansen

Shelley S. Johansen
Shelley S. Johansen

Tax Lot 900, Deed, Book 937, Page 223

Roy D. Johansen
Roy D. Johansen

Gwenith E. Johansen
Gwenith E. Johansen

Tax Lot 1000, Deed, Doc. No. 78-050727

John A. Haworth
John A. Haworth

Beverly J. Haworth
Beverly J. Haworth

Tax Lot 1500, Deed, Doc. No. 78-049280, Doc. No. 80-036408

Roy Johansen
Roy Johansen

Gwenith Johansen
Gwenith Johansen

Tax Lot 1600, Deed, Book 251, Page 461; Book 793, Page 814

Roy D. Johansen
Roy D. Johansen

Gwenith E. Johansen
Gwenith E. Johansen

Tax Lot 1700, Deed, Doc. No. 82-000855

Roy D. Johansen
Roy D. Johansen

Gwenith E. Johansen
Gwenith E. Johansen

STATE OF OREGON, County of Washington)ss.

December 18, 1983

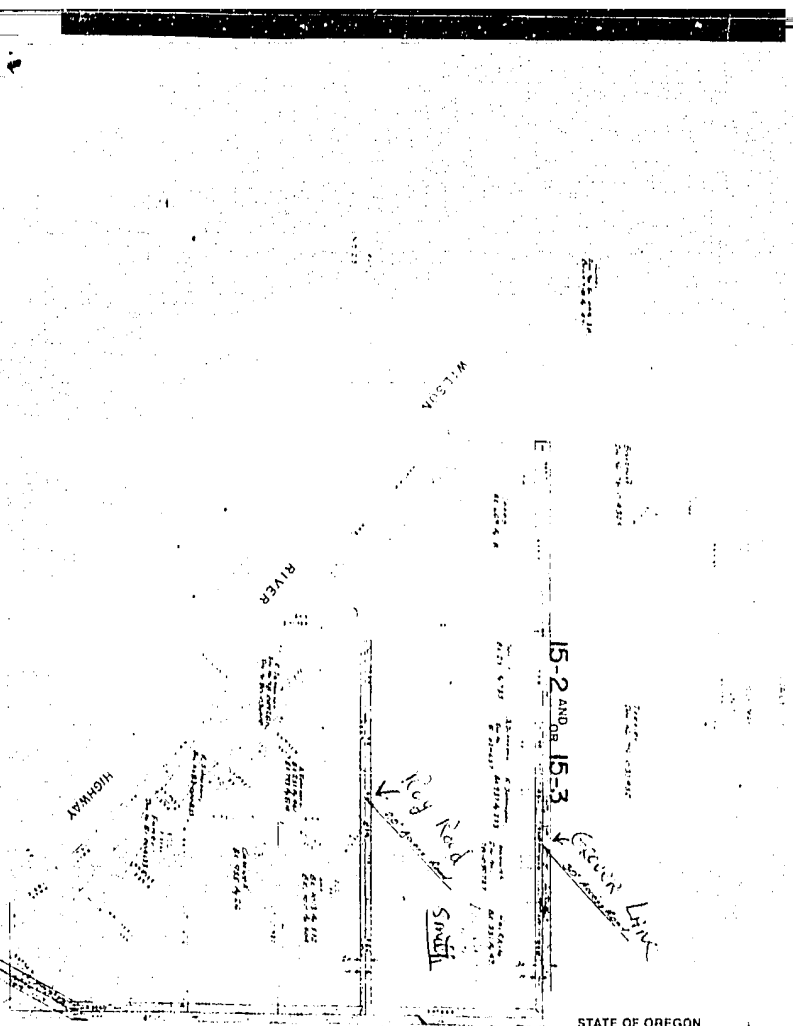
Personally appeared before me, MARTHA NORRIS,
JAMES R. JOHANSEN, SHELLEY S. JOHANSEN, ROY D. JOHANSEN, GWENITH
E. JOHANSEN, and acknowledged the foregoing to be their voluntary
act and deed.

Jeane D. Norris
Notary Public for Oregon
My Commission Expires: 3/2/84

STATE OF OREGON, County of Washington January 16, 1984

Personally appeared before me, JOHN A. HAWORTH,
and BEVERLY J. HAWORTH, and acknowledged the foregoing
instrument to be their voluntary act and deed.

John A. Haworth
Notary Public for Oregon
My commission expires: 9/28/86



NE 1/4 NW 1/4 SECTION 23 T24 R1

STATE OF OREGON
County of Washington

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I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

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Glennwood HO Association
Box 1084
Hillsboro Oregon
97123

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