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After recording return to:
James R. Johansen
57705 NW Johansen Lane
Forest Grove, OR 97116

Until a change is requested, all tax statements should be sent to the following address: No Change

The true and actual consideration for this transfer is the sum of \$0. However, the actual consideration consists of or includes other property or other value given or promised, which was either part or the whole consideration. Mutual Roadway Maintenance Responsibilities.

STATE OF OREGON } SS
County of Washington }

I, Jerry R. Johansen, Director of Assessment and Taxation, do hereby certify that the within instrument of writing was received and recorded in the pool of records of said county.

Jerry R. Johansen, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 2001046133
Rect: 278979 62.00
05/17/2001 12:25:00pm

WASHINGTON COUNTY 2001-046133



EASEMENT FOR

GROVER LANE PRIVATE ROADWAY AGREEMENT

An Unincorporated Association of Property Owners

DATE: Effective March 7, , 2001

PARTIES: John Haworth and Beverly Haworth; Susan Munger and Gerald Munger; James R. Johansen and Shelley S. Johansen; Michael Smith and Virginia Smith; and John McGinnis; Carl Bartruff and Patricia Bartruff;

RECITALS:

The parties to this agreement have created and intend to memorialize the permanent, mutual, reciprocal easements and a mutual right-of-way for use by them as a private roadway to be known as Grover Lane along that property described in Exhibit "B". Such easements shall be appurtenant to and shall benefit all of the property described in Exhibits "A". The parties to this agreement are the owners of the properties which abut Grover Lane.

The parties therefore agree as follows:

AGREEMENTS:

SECTION 1. GRANTS OF EASEMENTS; ESTABLISHMENT OF RIGHT-OF-WAY

1.1 The parties hereby grant and convey to each other and reserve unto themselves permanent, mutual reciprocal rights on, over, under, across, and along the real properties described in exhibit "A", attached hereto and incorporated herein by this reference. Such easements shall form a continuous right-of-way and utility easement in the property described in Exhibit "B", attached hereto and incorporated herein by this reference. The grant encumbering the property described in Exhibit "A" is specifically set forth in, and each party grants to each other party hereto and reserves unto each such easement rights respecting the property described in Exhibit "B", which shall be appurtenant to and benefit the property described in Exhibit "A".

1.2 Such easements and rights-of-way set forth in Exhibit "B" may be used for utility purposes and vehicular and pedestrian and equine ingress and egress purposes by the parties to this agreement and their invitees.

1.3 No party shall have the right to block the right-of-way, other than under emergency conditions. No party shall have the right to use the right-of-way as a place to regularly or permanently park a vehicle. Use of all or any part of the right-of-way may be on a regular, continuous, nonexclusive, nonpriority basis, benefitting the parties, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees. However, no party's rights hereunder shall lapse in the event of that party's failure to use the easement and right-of-way on a continuous basis.

1.4 A person who is described as a party, but who does not sign this agreement at this time, may execute a duplicate counterpart in the future, cause the same to be recorded, and become a party to this agreement at that time.

SECTION 2. CONSTRUCTION OF PRIVATE ROADWAY

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2.1 The right-of-way formed by the easements granted under this agreement shall be maintained as a private roadway in accordance with the requirements of Washington County for the issuance of a building permit on any property abutting the easement.

2.1 If a party determines it necessary to install, repair or maintain utilities (including, but not limited to, water, gas, sewer, storm drainage, electrical or telephone lines and facilities) in the Grover Lane easement, that party shall construct or install the utilities at that party's own expense. The construction or installation shall be done only after the plans for the same have been reviewed and approved by the representatives designated according to paragraph 3.2. The representatives shall not unreasonably withhold their permission.

SECTION 3. MAINTENANCE AND REPAIR; TAXES AND INSURANCE

3.1 The cost of periodic maintenance and necessary repairs to the private roadway shall be borne exclusively by those parties hereto who use the easement as their primary access to their abutting property. As of this date, those parties are the owners of tax lots 200, 500 and 700 as shown on Washington County, Oregon, tax map 2N5-23Ba, being part of the property described in Exhibit A.

3.2 The parties shall elect each year at an annual meeting to be held on the 1st day of September two people who are property owners of property abutting Grover Lane to act as representatives of the group. Each representative shall serve at least one year and shall be elected by a majority vote of the property owners on Grover Lane. If one representative dies, resigns, no longer has property abutting Grover Lane, or is otherwise unable to serve and complete his or her term of office, a special meeting shall be called within 30 days and a replacement representative shall be elected to complete that term. The representatives shall be authorized to enter into contracts for the repair and maintenance of Grover Lane. The representatives shall be authorized to assess and collect from each property owner who uses the easement as the primary access to his or her abutting property that property's pro-rata share of the actual cost of maintenance of the roadway.

Subject to paragraph 3.3 below, if a party fails to pay any assessment made by the representatives for any such necessary maintenance and repairs as required, the representatives shall have the immediate right to record a lien against the nonpaying party's property benefitted by this agreement. The parties agree that such lien shall be treated as a construction lien pursuant to ORS Chapter 87, subject to foreclosure and priority as set forth in the construction lien statutes.

3.3 Each party shall pay when due all real property taxes, assessments or other charges against the land to which each party holds fee title and which is part of the private roadway. There shall be no right of contribution from the other party for such items.

3.4 At such time as a party commences using Grover Lane as the party's primary access to this or her abutting property, that party shall be subject to the assessment provisions of paragraph 3.2. A party shall be considered to be using Grover Lane as the party's primary access if the party uses Grover Lane to access any residence on the property.

3.5 In the event any of the property owners shall subdivide any parcel causing another property to abut or use Grover Lane as the parcel's primary access, such newly created parcel or parcels shall be considered additional tracts and the owners of such subdivided parcels shall be

responsible for the parcel's pro-rata share of the annual assessments designated by the representatives.

3.6 Any party hereto who intentionally damages any improvement in, on, over or under the right-of-way shall be solely responsible for the repair of the same, and the repair and cost thereof, should the responsible party fail to timely make repair, may be contracted by the representatives and assessed against the real property of the responsible party in the manner set forth in paragraph 3.2.

SECTION 4. ENGINEERING, SURVEY COSTS

All costs of engineering, surveying and other professional or consultant's fees associated with the construction of the private roadway shall be borne by the parties in the same proportion in which the construction costs are borne. All contracts for such items shall be jointly entered into by both parties and each party shall be separately responsible for payment of that party's portion of the fees charged in connection with such work or services. The cost of engineering, survey or other similar work performed in conjunction with any maintenance or repair of the private roadway shall be borne exclusively by the party contracting for such services.

SECTION 5. ADDITIONAL MATTERS

5.1 The establishment of Grover Lane 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 this agreement shall be recorded and a memorandum hereof shall be noted on any future conveyance of any property subject to this agreement as follows:

"Access to the above described property is subject to the Grover Lane Private Roadway Agreement dated _____, 2001, recorded in the records of Washington County, Oregon, at fee number _____, the terms and conditions of which the Grantee herein assumes and accepts."

5.2 The parties hereto recognize that Grover Lane is accessed from Glenwood Lane and that the property of each party is subject to the terms and conditions of the Bridge Construction Agreement of Glenwood Homeowners, dated November 9, 1981, recorded as Fee No. 82-009878, Washington County, Oregon, Deed Records.

5.3 The parties further understand and agree that with respect to any disputes arising between or among any of the parties who are subject to this Grover Lane agreement as to each's duties and obligations hereunder, said dispute shall be submitted to arbitration in accordance with the procedure set forth in the Bridge Construction Agreement of Glenwood Homeowners. 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 attorney's fees at arbitration, trial or appeal, or any combination thereof, as adjudged by the arbitrator, trial court or appellate court.

IN WITNESS WHEREOF, the undersigned have set our hands effective the day and year first above written.

Carl Bartruff
Carl Bartruff - 200

Patricia Bartruff
Patricia Bartruff - 200

Tony Papadopoli - 100

Andy Papadopoli - 100

Nancy Lambert - 500

Linda McGinnis
Linda McGinnis - 500

James R. Johansen
James R. Johansen - 700 & 800

Shelley S. Johansen
Shelley S. Johansen - 700 & 800

Gerald E. Munger
Gerald Munger - 900

Susan Munger
Susan Munger - 900

John A. Haworth
John Haworth - 1000

Beverly Haworth
Beverly Haworth - 1000

Michael Smith
Michael Smith - 1100

Virginia Smith
Virginia Smith - 1100

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on April 18, 2001, by
Carl Bartruff.



Rita J. Sanchez
Notary Public for Oregon
My Commission Expires: 7/8/04

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on April 18, 2001, by
Patricia Bartruff.



Rita J. Sanchez
Notary Public for Oregon
My Commission Expires: 7/8/04

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on _____, 2001, by Tony Papadopoli.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on _____, 2001, by
Andy Papadopoli.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on _____, 2001, by
Nancy Lambert .

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on Apr. 1 20, 2001, by Linda McGinnis.

JOHN



Bernard B. B. B.
Notary Public for Oregon
My Commission Expires: 8/5/02

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on March 26, 2001, by James R. Johansen.



Melissa Cornish
Notary Public for Oregon
My Commission Expires: 10.16.03

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on March 26, 2001, by
Shelley S. Johansen



Melissa J. Cornish
Notary Public for Oregon
My Commission Expires: 10.16.03

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on March 7, 2001, by
Gerald Munger.



B. B. Brink
Notary Public for Oregon
My Commission Expires: 8/5/02

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on March 7, 2001, by
Susan Munger.



B. B. Brink
Notary Public for Oregon
My Commission Expires: 8/5/02

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on April 24, 2001, by
John Haworth



Vicki A. Miglioretto
Notary Public for Oregon
My Commission Expires: 11-11-04

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on April 24, 2001, by
Beverly Haworth.



Vicki A. Miglioretto
Notary Public for Oregon
My Commission Expires: 11-11-04

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on March 20, 2001, by
Michael Smith



Bd B Brink
Notary Public for Oregon
My Commission Expires: 8/5/02

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on March 19, 2001, by
Virginia Smith.



Bd B Brink
Notary Public for Oregon
My Commission Expires: 8/5/02

GROVER LANE PRIVATE ROADWAY AGREEMENT

Exhibit A

The following parcels are hereby made a part of and subject to the Grover Lane Private Roadway Agreement, to which this exhibit is attached. All of the parcels are located in the Northwest Quarter of Section 23, Township 2 North, Range 5 West, Willamette Meridian, Washington County, Oregon. Each property is identified by its current Washington County, Oregon, assessor's tax map number. Each is also described by a document recorded in the deed records of Washington County, Oregon, which describes that parcel, whether or not the grantee is such deed is the current owner.

2N5 23Ba 100	Fee No. 79033452
2N5 23Ba 200	Fee No. 78014325
2N5 23Ba 500	Book 669, Page 181
2N5 23Ba 700	Book 251, Page 735
2N5 23Ba 800	Book 251, Page 71
2N5 23Ba 900	Book 937, Page 223
2N5 23Ba 1000	Fee No. 78050727
2N5 23Ba 1100	Book 331, Page 491

GROVER LANE PRIVATE ROADWAY AGREEMENT

Exhibit B

Legal Description of Easement Being Granted by the Grover Lane Private Roadway Agreement to which this exhibit is attached:

A 30.00 foot wide roadway located in the Northeast quarter of the Northwest quarter of Section 23, Township 2 North, Range 5 West, Willamette Meridian, the centerline of said roadway being more particularly described as follows:

Beginning at a point on the East line of the Northwest Quarter of said Section 23, which bears South 00° 05' 00" East, 328 feet from the North Quarter corner of said Section 23, and running thence South 89° 23' 00" West 668.00 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.

The above described easement shall be non-exclusive and shall be appurtenant to each of the parcels of property described in Exhibit "A" to the Grover Lane Private Roadway Agreement.