

After Recording Return to:

City of Oregon City  
PO Box 3040  
Oregon City, OR 97045-0304

Tax Map No.: 3-2E-16AA  
Tax Lot: 04902  
File No.: MP-10-0001

Clackamas County Official Records  
Sherry Hall, County Clerk

2010-063139



\$52.00

01440285201000631390020028

10/06/2010 01:27:10 PM

D-E Cnt=1 Str=7 BARBARA  
\$10.00 \$16.00 \$16.00 \$10.00

Grantors: Corbin, Gary S. and Terrie

DECLARATION OF PRIVATE ACCESS & UTILITY EASEMENT  
AND MAINTENANCE AGREEMENT

A. DECLARANTS: The parties (referred to as "Declarants") to this Declaration are:

Gary S. Corbin and Terrie Corbin

B. PROPERTIES: The properties (collectively referred to as the "Properties") affected by this declaration are:

1. A Parcel of land, Parcels 1 and 2 of Partition Plat No. 2010-049

C. EASEMENT means: An access and utility Easement over, under and across that portion of said Parcels 1 and 2.

D. PURPOSE OF EASEMENT:

The purpose of this Easement is to create a private access and utility Easement over, under, and across that portion of Parcels 1 and 2 as described above, for the benefit of Parcels 1 and 2, in the City of Oregon City, County of Clackamas, Oregon.


DECLARATION

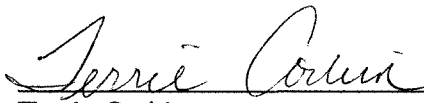
1. Declaration of Easement. Declarants, as owners of the Properties, declare that the Properties are held, and shall be held and conveyed, subject to and together with the Easement, in accordance with all the terms and provisions of this Declaration, and Declarants grant and convey the Easement as an appurtenance to and encumbrance on the Property, the benefits and burdens of which Easement, as set out in this Declaration, shall run with the Property.
2. Private Access. The owners of Parcels 1 and 2 shall each have complete access to the paved portion of the easement to provide for unobstructed garage access for both parcels. Temporary access blockage is allowed with agreement by all owners.
3. Utility Easement. An area five feet wide along the eastern side of the easement running straight back from Glen Oak Road in a southerly direction is provided for utilities to service parcel 2.
4. Maintenance Obligations and Arbitration. The owners of Parcels 1 and 2 shall each have 50% responsibility for the maintenance cost of the Easement area. The owners of the property shall require all

workers and contractors undertaking maintenance work hereunder to maintain standard liability insurance in a reasonable amount from a reputable insurance company protecting each owner.

5. Additional Provisions. Any person who enjoys the benefits of the Easement shall hold and save the owner or owners of the servient Parcel or Parcels burdened by this Declaration harmless from any and all claims of third parties arising from said benefited person's use of the rights created by this Declaration. Any person who enjoys the benefit of the Easement and who is responsible for damage to a servient Parcel arising from negligence or abnormal use of the Easement shall repair such damage and restore the affected property at the responsible person's sole expense.
6. Future Owners. The Declaration shall run with, benefit and burden the Property and shall benefit and bind the owners of the Property and their respective successors in interest.
7. Attorney Fees. In the event of action, arbitration, litigation or appeal to enforce any Provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and courts costs.

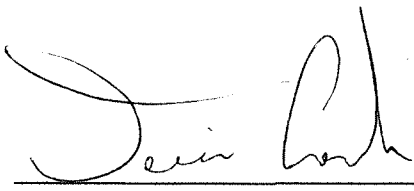
Dated this 23 day of August, 2010

  
\_\_\_\_\_  
Gary S. Corbin

  
\_\_\_\_\_  
Terrie Corbin

STATE OF OREGON      2 ss.  
Washington  
County of Clackamas

The foregoing instrument was acknowledged before me on this 23 day of August, 2010, by Gary S. Corbin and Terrie Corbin

  
\_\_\_\_\_  
Notary for Oregon  
My commission expires: 12/10/10

