

After recording return to:
Leonard E. Longstreet
C/O Colton Homes



\$103.00

02230701201900282260020028

05/23/2019 02:59:58 PM

(Oregon City File No. TP 17-01)

D-E Cnt=2 Stn=53 CINDY
\$10.00 \$5.00 \$16.00 \$62.00 \$10.00

RECIPROCAL ACCESS & UTILITY EASEMENT AND MAINTENANCE AGREEMENT

WHEREAS, the parties hereto are the owners of adjoining parcels of land served by a private utility and private access easement (Herein further referred to as Private Driveway) shown on the plat map of Hillock Heights Subdivision filed for record on MAY 23, 2019, Book 150, Pages 17, in the plat records of Clackamas County, Oregon; And

WHEREAS, the owner(s) of Lots 5, 6, 7 & 8 of Hillock Heights Subdivision desire to enter into an agreement (Herein further referred to as Agreement) in order to provide for the maintenance, repair, and upkeep of the shared private driveway and the private utilities contained within.

NOW, THEREFORE, it is hereby agreed as follows:

1. The shared Private Driveway shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.

2. The owner(s) of Lots 6, 7 & 8 hereby agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain said Private Driveway (and approach) and to perform repairs so as to maintain the road in good and safe condition. The owner(s) of Lots 6, 7 & 8 agree to share in the cost of such maintenance and repair equally, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event that a party's agent, business or professional invitee causes damages to the road other than ordinary wear and tear, said party shall be required to repair such damage and bear the cost thereof exclusively; provided further, in the event of further subdivision of the above-listed lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro rata basis with all of the other lots.

3. The terms "maintenance" and "repair" shall include, but not be limited to, cleaning and repairing the road surface, adding asphalt, clearing obstructions, grading or scraping the road as necessary, trimming brush, snow removal, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of pedestrians, standard passenger vehicles and emergency vehicles.

4. A majority vote of owner(s) of Lots 6, 7 & 8 is required for any driveway maintenance, repairs, and improvements and to accept the bid for any contract. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary to protect for life and/or safety; neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. For the safety of the residents and property, no machinery, trailers, vehicles or other items may be stored or parked upon the Private Driveway at any time.

6. Each party hereby grants the owner(s) of Lots 5, 6, 7 & 8 of Hillock Heights Subdivision hereto a temporary construction easement across the Private Driveway for the purpose of maintaining or repairing, private utilities, as provided for in this agreement.

7. This Agreement may be enforced by a majority of Lot owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

8. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. In selecting a third-party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

9. Lot owners under this agreement shall be notified by mail or in person. If an address of a Lot owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

10. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

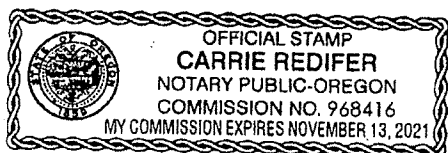
11. This Agreement shall be recorded in Clackamas County, Oregon and shall constitute a covenant running with the land, and the terms hereof shall not be amended or modified, except by written approval of the City of Oregon City, Oregon. The Agreement shall be in perpetuity and the parties hereto, their heirs, assigns and successors in interest may not withdraw from nor dissolve this Agreement without the written approval of the City of Oregon City, Oregon.

IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 16th day of May, 2019.

By: Leonard E. Longstreet
Leonard E. Longstreet, Property Owner

State of Oregon)
)ss.
County of Clackamas)

This instrument was acknowledged before me on May 16th, 2019 by Leonard E. Longstreet as property owner and does acknowledge said instrument to be his/her voluntary act and deed.



Carrie Redifer
Notary Public for Oregon
My Commission expires: 11.13.21

(2)