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Sr
AFTER RECORDING RETURN ORIGINAL TO:

PADDOCK ROUSE, LLC
PO BOX 22026
MILWAUKIE, OR 97269

#1514#26
CITY FILE NO.: MP06-06 (1367B GAFFNEY)
32E08 AB T.L. 1300

Clackamas County Official Records
Sherry Hall, County Clerk

2007-013780



\$41.00

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02/16/2007 10:05:12 AM

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\$15.00 \$5.00 \$11.00 \$10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF PRIVATE ACCESS AND UTILITY EASEMENTS & MAINTENANCE AGREEMENT

Declarant is the owner of the following parcels and Declarant hereby declares as follows:

PARCELS 1 and 2 of PARTITION PLAT NO. 2007-019, Oregon City,
Clackamas County, Oregon.

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to provide for the construction and perpetual maintenance of the Private Access Easement and to provide a private utility easement.

2. LEGAL DESCRIPTION

a. The Private Access and Utility Easement is as follows:

An access and utility easement to benefit PARCELS 1 and 2 of
PARTITION PLAT NO. 2007-019; as shown on the plat of
PARTITION PLAT NO. 2007-019 and described as "...JOINT
RECIPROCAL ACCESS AND UTILITY EASEMENT BENEFITING
PARCEL'S 1 AND 2..."

3. DURATION AND NATURE OF AGREEMENT

This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned landowners, "Declarant", and all persons claiming under it. It is the intent of the Declarant to create a continuing obligation and right on the part of themselves and subsequent owners of the subject land.

4. **CONSTRUCTION OF IMPROVEMENTS**

Declarant shall construct the Private Access Easement at their expense.

5. **OWNERSHIP**

Declarant is the owner of the Private Access and Utility Easement. As the Declarant transfers PARCELS 1 and 2 of PARTITION PLAT NO. 2007-019 to subsequent purchasers, each such purchaser shall acquire an undivided ownership interest in the Private Access and Utility Easement and improvements. When the Declarant has conveyed all of the parcels to others, their ownership shall terminate.

6. **MAINTENANCE**

The owners of PARCELS 1 and 2 of PARTITION PLAT NO. 2007-019 shall be jointly and equally responsible for the maintenance of the Private Access Easement. If, however, the act of an owner or guest, invitee, licensee, contractor, or agent of an owner causes damage, the owner shall be responsible for the entire cost of the repair. The Private Access Easement shall be maintained to continuously comply with the transportation requirements of the City of Oregon City.

7. **INDEMNIFICATION**

The owners of the Private Access Easement shall hold harmless, defend and indemnify Clackamas County's officers, agents, and employees against all claims, demands, actions and suits, including attorney's fees and costs brought against any of them arising out of the failure to properly design, locate, construct or maintain the Private Access Easement.

Each of the owners of the Private Access Easement shall release and indemnify the others against all liability for injury to an owner, member of the owner's family, or resident of an owner's homes for injury or for property damage when it results from any undertaking pursuant to this agreement.

8. **MAINTENANCE OBLIGATIONS AND ARBITRATION**

The owners of the Private Access Easement shall confer from time to time regarding performance of required maintenance under this agreement. In the event of a disagreement concerning maintenance obligations and payment, the owners shall agree upon an arbitrator who shall resolve such disagreement. If the owners cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for Clackamas County shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners and the fee of the arbitrator shall be borne equally by the owners.

Any notice, demand, or report required under this agreement shall be sent to each owner in care of the street address of his parcel, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property; provided, however, that an owner can change their notification address by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being mailed, whichever first occurs.

9. **TERMINATION**

The owners may not modify, withdraw from or dissolve this agreement without the written approval of Clackamas County. If this agreement is a condition of the approval of a division of property, Clackamas County may require such condition to be modified before permitting this agreement to be dissolved or permitting a party to withdraw from this agreement.

10. **DEFINITIONS**

- a. Maintenance means any work required to keep the improvement in compliance with all applicable governmental regulations and the terms of this agreement including cleaning, repairs, reconstruction and replacement.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Private Access Easement and Maintenance Agreement on this 12 day of January, ~~2006~~ 2007.

By R. Paddock, member
PADDOCK ROUSE, LLC
Ryan Paddock, Member

By Greg Rouse, member
PADDOCK ROUSE, LLC
Greg Rouse, Member

State of OREGON
County of CLACKAMAS)ss.

On this 12 day of January, 2007, Ryan Paddock and Greg Rouse, as members of PADDOCK ROUSE, LLC personally appeared before me and did acknowledge that he executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed and for the uses and purposes mentioned.

Lisa Nelson
Notary Public for Oregon
My Commission expires: June 20, 2009

