

ROAD MAINTENANCE AGREEMENT

WHEREAS, the owners of lots 1, 2, and 3 of Partition No. 92-64, abut and are benefitted by a private road in the City of Newberg, County of Yamhill, State of Oregon; and

WHEREAS, the private road is not a part of the City of Newberg Road System; and

WHEREAS, the owners of lots 1, 2, and 3 in the said partition are desirous of providing for the proper maintenance of the road and to delegate authority for the maintenance.

NOW, THEREFORE, it is hereby agreed:

(1) To facilitate access for emergency vehicles, the private road shall not be barred by a gate.

(2) The owners of lots 1, 2, and 3 in the said partition hereafter called the affected owners, shall meet at least once a year to review the condition of the private road and discuss any maintenance needs and costs.

(3) The affected owners shall be entitled to one vote in decisions regarding maintenance of the private road.

(4) At the meeting held each year, the affected owners shall elect a chairperson to represent the affected owners in all matters regarding maintenance of the private road for the coming year. The private road shall be maintained to a Payment Condition Index (PCI) of greater than 40 as determined by the City of Newberg Pavement Systems Method.

(5) The quantity and quality of the work to be performed on the private road shall be determined by majority vote of the affected owners.

(6) The costs of road repairs shall be apportioned equally among the affected owners, regardless of frontage, location or improvements.

(7) The chairperson shall be empowered to borrow moneys where necessary to complete road maintenance and to pay interest at a reasonable rate for such sums as are borrowed.

(8) Within 20 days after the expenditure of said sums the chairperson shall send written notice to each affected owner setting forth their share of the bill. The amount billed shall be due and payable within 30 days thereafter, and if not so paid the chairperson may prepare a notice entitled "Lien Notice", setting forth the legal description of the property for which an assessment has not been paid, name of owners, or reputed owners, the date of the assessment, and the amount thereof. Said lien notice, over the chairperson's

NORTHWEST TITLE COMPANY

signature, shall then be recorded in the lien notices in Yamhill County and shall constitute a lien on the described premises for a period of one year.

(9) During the period of one year the chairperson may, after having given 10 days written notice, institute proceedings to foreclose the lien as provided under ORS 87.060 in the State of Oregon. Said foreclosure shall provide for the costs filing the lien, attorney's fees and such legal fees as are necessary for the prosecution of the cause. During the one year period the affected owners may, over the signature of the chair person, sue for the assessment without foreclosure in such suit be entitled to costs and reasonable attorney's fees.

THIS AGREEMENT is binding upon the owners of lots 1, 2, and 3 of said partition, their heirs, successors and assigns.

Signed [Signature]

Al Pense-General Partner
Windsor Properties Ltd.

Signed [Signature]

Carl Spitznagel-General Partner

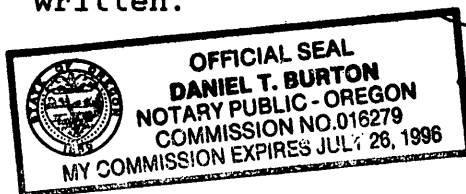
STATE OF OREGON

ss.

County of YAMHILL

BE IT REMEMBERED, THAT on this 17th day of AUGUST, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Al Pense and Carl Spitznagel known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]; Daniel T. Burton
Notary Public for Oregon
My Commission expires 7/26/96

STATE OF OREGON) 10⁰⁰

ss.

COUNTY OF YAMHILL

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I hereby certify that this instrument was received and duly recorded by me in Yamhill County record.

Instrument

[Signature]

CHARLES STERN,
COUNTY CLERK