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**CONDITIONS, COVENANT AND RESTRICTION
FOR
ROADWAY MAINTENANCE**

THIS CONDITION, COVENANT AND RESTRICTION FOR ROADWAY MAINTENANCE entered into this 9th day of JANUARY 2001, by and between James C. Marnach and Phillis J. Marnach, husband and wife, hereinafter referred to as "Marnach", Larry Christenson and Cindy Christenson, husband and wife, hereinafter referred to as "Christenson".

RECITALS:

WHEREAS, Marnach is presently the owner of four parcels of real property located in Yamhill county, more fully described on Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, Christenson is purchasing from Marnach the real premises described as Parcels 1, 2, and 3, on Exhibit "A" attached hereto, and by this reference incorporated herein; and

WHEREAS, Marnach and Christenson mutually desire to enter into a roadway maintenance agreement in order to set forth the rights and obligations of the parties in reference to a non-exclusive roadway easement for access and transmission of utilities reserved by Marnach which serves the all of the premises described on Exhibits "A", and "B";

NOW THEREFORE, BE IT AGREED between Marnach and Christenson as follows:

1. Marnach and Christenson understand and agree that they share a appurtenant thirty foot wide non-exclusive easement for access and transmission of utilities, which easement is described on that certain instrument recorded April 28, 1980 at Film Volume 150, Page 776 of the Deed and Mortgage Records of Yamhill County, Oregon. Said thirty foot wide non-exclusive easement for access and transmission of utilities

crosses the northerly portion of Lot 38, NORTH NEWBERG FRUITLAND SUBDIVISION, in Yamhill County, Oregon.

2. Marnach and Christenson understand and agree that they shall maintain the existing gravel road and associated ditches and culverts located on the easement premises for their mutual benefit in a serviceable condition.

3. Marnach and Christeson understand and agree that Marnach and Christenson shall have an obligation to promptly pay all costs (other than their own labor) associated with maintaining said gravel access roadway in order to maintain said access roadway in accordance with the minimum standards required by Yamhill County Oregon for private access roadways. Each party to this Agreement shall participate in the costs associated with maintaining the access roadway from the public right of way to the westerly boundary of the easement area. All costs shall be prorated between Marnach and Christenson as follows:

Marnach shall pay 57.0 percent of all such costs.

Christenson shall pay 43.0 percent of all such costs.

4. Marnach and Christenson shall each have the right to improve to a paved surface, at their sole and separate expense, all or any portion of said access roadway provided that the other said parties to this Maintenance Agreement shall not be required to bear any of the costs for the paving improvement of such roadway beyond the minimum standards required by the Yamhill County Oregon for a private gravel access roadway. Upon completion of any such paved roadway, Marnach and Christenson shall have the obligation to pay all costs (other than their own labor) associated with maintaining said pave access roadway as set forth in paragraph 3. above..

5 Marnach and Christenson shall be separately and solely responsible for any costs connected with construction, reconstruction, repair or replacement of any utilities placed in said access roadway, or damage to the roadway from logging or other commercial activities, and it shall be the responsibility of such party undertaking such utility, logging or commercial work or activity to pay all costs associated with repairing and restoring the roadway to its present condition existing prior to the undertaking of such utility construction, reconstruction, repair or replacement, or logging or other commercial activities.

6. Marnach and Christenson do not intend by this agreement to waive or otherwise release any future claim which they may both have, or either of them, to seek contribution or reimbursement for costs incurred from any third party who may be lawfully required by applicable Oregon laws to contribute to the costs of road maintenance described above.

7. In case suit or action is instituted to enforce this agreement, or to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may