

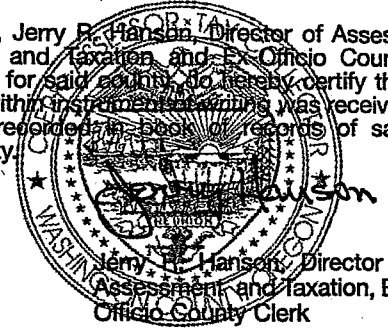
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After Recording Return to:
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STATE OF OREGON
County of Washington }

SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument containing was received and recorded in the book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

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**AMENDMENT TO PRIVATE ROAD
MAINTENANCE AND ACCESS AGREEMENT**

Partition Plat for Daron R. Hays and Irmgard G. Patterson

PARTITION PLAT NO. 2000-065

LEGAL DESCRIPTION: Parcel 3 of Partition Plat No. 1991-076 as further divided by Partition Plat No. 2000-065 described in Document Number 2000063520 recorded in the Washington County Real Property Records, as adjusted by Property Line Adjustment Survey Number 28466 recorded with the Washington County Surveyor's Office, and situated in Township 2 South, Range 1 West, Section 33CB, Tax Lot 800, City of Sherwood, County of Washington, State of Oregon.

RECITALS

- A. WHEREAS, the undersigned are 100% of the lot owners of Parcel 3 of Partition Plat No. 1991-076 as further divided by Partition Plat No. 2000-065 described in Document Number 2000063520 recorded in the Washington County Real Property Records, as adjusted by Property Line Adjustment Survey Number 28466 recorded with the Washington County Surveyor's Office, and situated in Township 2 South, Range 1 West, Section 33CB, Tax Lot 800, City of Sherwood, County of Washington, State of Oregon (the "Parcel").
- B. WHEREAS, this Amendment is necessary to clarify the rights and obligations between Tracts 1, 2, and 3 of the Parcel (the "Tracts") regarding all matters contained in the Private Road Maintenance and Access Agreement recorded in the Washington County Real Property Records on August 8, 2000, as Document No. 2000063521 (the "Road Agreement").
- C. WHEREAS, the lot owners desire to amend the Road Agreement as provided herein.

AMENDMENT

1. The above-stated recitals are incorporated herein and are made a part of this Amendment.
2. Except as amended hereby, the Road Agreement shall remain unchanged, in full force and effect, and shall continue to run with the land and to bind the heirs, successors, and assigns of the Tracts within the Parcel.
3. Paragraph 1 of the Road Agreement shall be deleted and replaced with the following:

“1. Ownership: The undersigned own or have an interest in real property located as shown on the recorded Partition Plat No. 2000-065 described in Document Number 2000063520 recorded in the Washington County Real Property Records, as adjusted by Property Line Adjustment Survey Number 28466 recorded with the Washington County Surveyor’s Office, which is designated and declared to be a private road. Specifically for the 25' wide easement across Tract 1 and Tract 3 (the “North Easement”), providing access to Tracts 1, 2, and 3. Washington County and/or the city of Sherwood have no responsibility to build, improve, maintain, or otherwise service the private roads contained within, or providing access to, the above referenced properties.”

4. Paragraph 2 of the Road Agreement shall be deleted and replaced with the following:

“2. Responsible Parties: The owners of Tracts 1, 2, and 3 (including their successors in interest) hereinafter referred to as “landowners” shall be responsible for the cost of maintaining and repairing the North Easement provided herein in the following percentages: Tract 1 shall bear 25%, Tract 2 shall bear 50%, and Tract 3 shall bear 25%.”

5. Paragraph 4 of the Road Agreement shall be deleted and replaced with the following:

“4. Allowed Private Road Uses and Maintenance Obligations: The private road shall be used for the common benefit of the owners of Tracts 1, 2, and 3 and their guests, employees and/or agents, licensees and invitees, and each landowner shall be entitled to reasonable private usage of the roadway. Landowners of Tracts 1, 2 and 3 shall be allowed unlimited access to the road and landscaping for the purpose of maintaining and improving the private road and the landscaped areas within the North Easement. However, landowners of Tracts 1 and 3 shall ensure that all maintenance, landscaping and use of the North Easement shall be completed in a manner that minimizes restrictions of road usage by other landowners, and in no event shall access to Tract 2 be unreasonably restricted by such maintenance, landscaping or use.

Landowners of Tracts 1 and 3 shall bear all costs assigned to Lot 3 of Partition Plat No. 1991-076 for the improvement and maintenance of the 20 foot wide access easement across Tract 1 for the benefit of Parcels 1 and 2 of Partition Plat No. 1991-076, and the existing 50 foot wide access easement over the 50 foot wide pole portion of Parcel 2 of Partition Plat No. 1991-076 as determined under that certain Private Access Agreement for Partition Plat No.

