

2500
600
1120
2000 NS



00683429200401306360050053

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

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



AFTER RECORDING RETURN ORIGINAL TO:

CITY OF SHERWOOD
ENGINEERING DEPARTMENT
400 SE Willamette Street
Sherwood, OR 97140

AFTER RECORDING RETURN COPY TO:

Sherwood Park Business Center, LLC.
21185 NW Evergreen Parkway, Suite 101
Hillsboro, OR 97124

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF PRIVATE WATER LINE MAINTENANCE AND COST SHARE AGREEMENT
(MLP 02-05)

Declarant is the owner of the following parcel(s) and Declarant hereby declares as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to share the cost and provide for the perpetual maintenance of the private 8 inch Fire line, herein referred to as "water line", serving the parcels of property described in Section 2 of this Agreement.

2. LEGAL DESCRIPTION.

a. The private water line is described as follows:

A water line within the private water easement within Parcel 1 of Partition Plat No. 2004-061, a recorded plat in Washington County, and as shown on Exhibit B.

b. The parcels of land which jointly own and utilize the water line are described as:

Parcels 1 and 2 of Partition Plat No. 2004-061, a recorded plat in Washington County.

RECEIVED

NOV 28 2004

PUBLIC WORKS



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, their successors, assigns (“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. OWNERSHIP

Parcel 1 and Parcel 2 shall each own a 50% undivided interest in the water line.

5. MAINTENANCE

The owners of each Parcel shall jointly and equally be responsible for the maintenance of the water line. If, however, the act or omission of any owner or guest, invitee, licensee, contractor, or agent of an owner causes damages to the water line, the owner shall be responsible for repair.

6. COST

The owners of each Parcel 1 and Parcel 2 shall jointly and equally be responsible for all costs associated with the water line (50% Parcel 1, 50% Parcel 2).

7. EASEMENTS.

The water line shall be subject to a private water easement as necessary to provide maintenance activities.

8. IDEMNIFICATION.

The owners of Parcel 1 and Parcel 2 shall hold harmless, defend, and indemnify the City of Sherwood and the City’s officers, agents and employees against all claims, demands, actions and suits, including attorneys’ fees and costs brought against any of them arising out of failure to properly design, locate, construct, or maintain the water line.

All workers undertaking maintenance work on the water line shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects each owner.



2004-130636

9. MAINTENANCE OBLIGATIONS AND ARBITRATION.

The owners of Parcel 1 and Parcel 2 shall confer from time-to-time regarding performance of required maintenance under this Agreement. Each Parcel shall have one (1) vote. Where there is more than one (1) owner of a lot, each owner shall have a proportionate share of one (1) vote. In the event of a disagreement concerning maintenance obligations and payment, the owners shall agree upon an arbitrator who shall resolve the disagreement. If the owners cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Washington 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.

10. NOTICE.

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 in the said property, in care of the current property tax notification address of the property; provided, however, that an owner can change his notification address by written notice to each other owner. Any required notice of 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.

11. TERMINATION.

The owners may not amend, withdraw from, or dissolve this Agreement without the written approval of the City of Sherwood. If this Agreement is a condition of the approval of a division of property, the City of Sherwood may require such condition to be modified before permitting this Agreement to be dissolved or permitting a party to withdraw from this Agreement.

12. RELEASE.

At such time as the water line is dedicated to the public and accepted by the City of Sherwood by Council action for maintenance by the City of Sherwood, the owners of the water line will be released from their obligation and from all other obligations under this Agreement for the improvements accepted by the City.

13. DEFINITIONS.

- a. Maintenance means any work required to keep the water line in compliance with all applicable governmental regulations and the terms of this Agreement including cleaning, repairs, reconstruction and replacement.
- b. Water Line means the 8 inch water line located on Parcel 1 and Parcel 2 for the purpose of fire protection.



IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on

_____, 2004.

Sherwood Park Business Center, LLC

[DECLARANT]

By: Bradley W Taggart, Managing Member
Bradley W Taggart

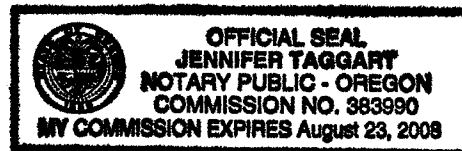
Title: Managing Member, Sherwood Park Business Center, LLC

STATE OF OREGON

County of Washington

The above instrument was subscribed and sworn to before me on this 29th day of September, 2004.

By Bradley W. Taggart
As Managing Member of Sherwood Park Business Center, LLC.



Jennifer Taggart
Notary Public – State of Oregon

My commission expires: August 23, 2008



EXHIBIT B

PRIVATE WATER EASEMENT

LOCATED IN LOT 10 PER PLAT OF "INDUSTRIAL PARK OF SHERWOOD" IN THE NORTHWEST ONE-QUARTER OF SECTION 28 OF TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

LOT 6
INDUSTRIAL PARK
OF SHERWOOD

SW GALBREATH DRIVE

PARCEL 2

PARCEL 1

PRIVATE WATER EASEMENT



SCALE 1" = 40 FEET



PREPARED FOR:

SHERWOOD PARK
BUSINESS CENTER, LLC
2118 NW EVERGREEN, STE 101
HILLSBORO, OR 97124

JOB NAME: GALBREATH PARTITION
JOB NUMBER: 852
DRAWING NUMBER: 852EXHIBIT_B
DRAWN BY: HAM
CHECKED BY: KRJ

ENGINEERING • PLANNING • SURVEYING • FORESTRY

LICENSED IN OR & WA



13910 SW GALBREATH DR.,
SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969

E-MAIL: aks@aks-eng.com