



00752160200500386160040047
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:
Garrett Smith
Building Department
City of Sherwood
20 NW Washington Street
Sherwood, OR 97140

**RECIPROCAL EASEMENT
AND
BUILDING MAINTENANCE AGREEMENT**

For the City of Sherwood

THIS AGREEMENT (the "Agreement") is made and entered into as of the 6th day of April, 2005, by between and among Arbor Terrace, LLC, an Oregon Limited Liability Company and their successors and assigns (collectively the "Owners"), and the CITY OF SHERWOOD, OREGON ("City").

RECITALS

- A. Building elements and utilities that cross property lines require the creation of easements and maintenance agreements between the affected property owners. Pursuant to Oregon Building Codes Division Interpretive Ruling No. 00-10, the agreement shall be reviewed and co-signed by the City of Sherwood, and may not be altered without City approval.
- B. The water lines, storm sewers, sanitary sewers, rain drains and footing drains within the property lines of the lots, and the roof overhangs, common foundations, exterior finish materials crossing property lines, common firewall structural connections or other elements as necessary for the construction of the Arbor Terrace shown specifically on the attached plat Arbor Terrace will have to be maintained by the owners of Lots 1-42, 60-64, 76-93, of Arbor Terrace more particularly described in Exhibit A, attached hereto.

AGREEMENT

NOW, THEREFORE, incorporating and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, it agreed, as follows:

1. **Common Ownership.** The Elements of Arbor Terrace are commonly owned by the Owners and will have to be maintained by the Owners. The Owners of each building site of the Lots shall share equally in the maintenance of the Elements except as otherwise hereinafter provided.



2. **Grant of Reciprocal Easements.** The Owners hereby grant reciprocal easements to each other over the elements for the purposes of maintaining the Elements as provided for in this Agreement. Such easements shall be perpetual and nonexclusive.
3. **Binding Covenant/Runs With the Land.** The obligation herein crated shall be attached to and will run with the land and shall be binding on all successors in interest to the Lots, it being the intent of the parties hereto to create a continuing obligation on the part of each Owner, present or future, to share in the maintenance of the Elements.
4. **Restoration of Elements.** If an Owner or agent of an Owner disturbs the Elements in any way, that person shall bear the full cost and responsibility of returning the respective Elements to the condition prior to such disturbance. In the event that person refuses or neglects to restore the Elements, the other Owner may have repairs made and assess the Owner who disturbed the Elements for the cost of such repairs, except those common elements required by the state building code as defined in ORS 455.010 shall be maintained without exception.
5. **Repair of Elements.** In the event that Elements require repairs, the cost will be divided equally among both Owners, as provided above.
6. **Alteration Restricted.** Structural elements identified or necessary for lateral stability, including but not limited to horizontal and vertical strapping, foundation tie downs and plywood sheathing, shall not be altered without the analysis and approval of a structural engineer registered by the State of Oregon and by permit from the City of Sherwood.
7. **Indemnification.** The Owners shall, hold harmless, defend and indemnify the City of Sherwood, its elected and appointed officials, officers, agents, employees and volunteers against all claims, demands, actions and suites, including attorneys' fees and costs brought against any of them arising out of the failure to properly design, locate, construct, repair or maintain the Elements.
8. **Written Amendment.** The Owners understand and agree that this Agreement may only be altered, amended or dissolved by a subsequent written agreement signed by the Owners and the City. Any amendment or dissolution of the Agreement must be recorded with the County Recorder in and for Washington County, Oregon
9. **Incorporation of Exhibits.** All exhibits attached to this Agreement are made a part of this Agreement for all purposes.
10. **Authorization.** The person signing this Agreement on behalf of each of the Owners hereby covenants and warrants he/she is authorized to do so and that his/her signature will fully bind each of the respective Owners to the terms and conditions of this Agreement.



The parties shall acknowledge their signatures to this agreement and following approval and signature by the City of Sherwood shall immediately record the agreement with the County Recorder in and for Washington County, Oregon.

ARBOR TERRACE, LLC, an OREGON
Limited LIABILITY Company
By: *[Signature]*
Title: MEMBER

_____, a _____
By: _____
Title: _____

CITY:

CITY OF SHERWOOD, OREGON, an Oregon municipality

By: *Robert A. Dixon for Gene Walker*
Title: *Community Development Director for the Building Official*

STATE OF Oregon)
COUNTY OF Washington) ss:

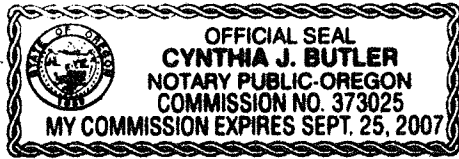
The foregoing instrument was acknowledged before me on this 4th day of April, 2005, by WALTER E. RUMMEDS who acknowledged to me that s/he executed the same as his own act and deed.



Terry P. Kinney
Notary Public
My Commission Expires: 3-7-2007
For the State of Oregon

STATE OF OREGON)
COUNTY OF WASHINGTON) ss:

The foregoing instrument was acknowledged before me on this 6th day of April, 2005, by Robert Dixon who acknowledged to me that s/he executed the same as his/her own act and deed.



Cynthia J. Butler
Notary Public
My Commission Expires: Sept. 25, 2007
For the State of Oregon

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me on this _____ day of _____, 2005, by _____ who acknowledged to me that s/he executed the same as his/her own act and deed.

Notary Public
My Commission Expires: _____
For the State of _____