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



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Grantor: Christian D. Gladwell
Grantee: Ronald Morris and Thomasine Alvira Morris

Record and Return to:

Mark Tipperman
1108 Adams Avenue
La Grande OR 97850

EASEMENT AND MAINTENANCE AGREEMENT

Agreement ("AGREEMENT") made as of the 13th day of March, 2006, by and between Ronald Morris and Thomasine Alvira Morris (collectively "PARCEL A OWNER"), with an address at 69572 Lantz Lane, Cove OR 97824; and Christian D. Gladwell ("PARCEL B OWNER"), with an address at 25195 SW Parkway Avenue #201, Wilsonville OR 97070. Parcel A Owner and Parcel B Owner (sometimes referred to singularly as a "PARTY" and collectively referred to as the "PARTIES") agree that:

1. Facts:

a. Parcel A Owner is the owner of certain land, together with any buildings and improvements located on such land (collectively referred to as "PARCEL A"), situated in the City of Sherwood, Washington County, Oregon, which is more particularly described on **Exhibit "A"** of this Agreement.

b. Parcel B Owner is the owner of land, together with any buildings and improvements located on such land (collectively referred to as "PARCEL B"), situated in the City of Sherwood, Washington County, Oregon, which is more particularly described on **Exhibit "B"** of this Agreement.

c. Parcel A is located Northeasterly of Parcel B.

d. There is a paved roadway approximately thirty (30) feet in width ("DRIVEWAY") in existence which is part of Parcel B. The Driveway starts at an existing curb cut on North Sherwood Boulevard ("HIGHWAY"), and provides access to and from the Highway, to and from Parcel B and adjacent land (all of which was included in the Minor Partition of Stanley J. Heater Minor Partition).

e. The Driveway is located within a portion of Parcel B, fifty (50.00)

EASEMENT AND MAINTENANCE AGREEMENT - 1

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feet in width, more particularly described on **Exhibit "C"** of this Agreement ("EASEMENT PARCEL").

f. Parcel A, Parcel B and the Easement Parcel are depicted on the site plan which is attached as **Exhibit "D"** of this Agreement.

g. Parcel A and Parcel B are sometimes singularly referred to in this Agreement as a "PARCEL" and referred to in the plural as "PARCELS".

h. Parcel A Owner sought the easements described below, and Parcel B Owner agreed to grant such easements, subject to and in accordance with the provisions of this Agreement.

2. Access Easements for Parcel A:

a. Parcel B Owner hereby grants, conveys and assigns to Parcel A Owner, its successors and assigns and all of their respective tenants, invitees and licensees, easements appurtenant to and for the benefit of Parcel A, over and across the Easement Parcel.

b. Such easements are granted for the purposes of pedestrian and vehicular access to and from the Highway, to and from Parcel A.

c. Vehicular access over and across the Easement Parcel shall be limited to the Driveway and any expansion of the Driveway.

d. Pedestrian access shall be permitted without limitation intended, on the sidewalk immediately adjacent to the Driveway.

3. Utility Easements for Parcel A: Parcel B Owner hereby grants, conveys and assigns to Parcel A Owner, its successors and assigns and all of their respective tenants, invitees and licensees, easements appurtenant to and for the benefit of Parcel A, across, under and through the Easement Parcel, for the design, installation, construction, operation, delivery, transmission, inspection, maintenance, repair and replacement of utility services of every nature, to and from Parcel A, and/or to and from the Easement Parcel, including without limitation intended, and by way of example only, pipes, conduits, poles, transformers, pedestals, manholes, drain inlets, guys, wires, fiber optic and other cables, for electricity, gas, water, steam, storm water, sanitary sewer, cable television and internet service (collectively referred to as "UTILITY USES").

4. Right to Grant Sub-Easements: Parcel A Owner shall have the right to grant any utility provider, the City of Sherwood, and/or any other governmental or quasi-governmental authority having jurisdiction, any easement which is both (i) located within the Easement Parcel and (ii) within the scope of the easements granted in this Agreement. Parcel B Owner shall within 30 days after a request made by Parcel A Owner, shall sign, acknowledge and deliver any such easement.

5. Right to Require Dedication: If the City of Sherwood or any other governmental or quasi-governmental authority having jurisdiction, requires that all or any part of the Easement Parcel be dedicated or conveyed, as a condition of granting any land use approval or entitlement of any nature in favor of Parcel A; then Parcel B Owner shall within 30 days after a request made by Parcel A Owner, sign, acknowledge and deliver any plat, deed or other instrument reasonably required within 30 days after a request made by Parcel A Owner.

6. Access to Parcels from Abutting Properties:

a. Without the prior written consent of both Parcel A Owner and Parcel B Owner, Parcel A Owner shall not cause, permit or suffer any person to gain access to or from Parcel A, to or from the property lying Westerly and/or Northerly of Parcel A.

b. Without the prior written consent of both Parcel A Owner and Parcel B Owner, Parcel B Owner shall not cause, permit or suffer any person to gain access to or from Parcel B, to or from the property lying Westerly, Northerly and/or Southerly of Parcel B.

7. Parking and Obstruction Enforcement: No person shall park any vehicles on the Driveway, nor otherwise obstruct the free passage of pedestrians and vehicles across the portions of the Easement Parcel designed for such passage; provided, however, that nothing contained in this Section 7 shall prohibit temporary partial obstruction of the Easement Parcel to diligently effect Utility Uses, or diligent perform maintenance, repairs and replacement of the Driveway or other improvements within the Easement Parcel. If any vehicle is parked or any obstruction is created contrary to the prohibition in this Section 7, either Party shall have the right without any liability, to sticker, tow and store the vehicle at the sole cost, expense and risk of the owner and operator of the vehicle, to the fullest extent authorized by law; or otherwise remove and

dispose of the obstruction at the sole cost, expense and risk of the owner of the obstruction.

8. Maintenance Obligation: Parcel B Owner shall maintain the Easement, including the Driveway, in good condition and repair. However, Parcel A Owner shall be solely responsible for making any repairs or replacements necessitated by damage caused by Parcel A Owner.

9. Contribution to Maintenance: Parcel A Owner shall from and after the date that construction of any building on Parcel A commences, reimburse Parcel B Owner, for Parcel A Owner's Pro Rata Share of the reasonable, necessary costs of maintaining, repairing and repaving the Driveway, and the curbs and sidewalk within the Easement Parcel. The term "PRO RATA SHARE" shall mean a fraction, the numerator of which is the Gross Floor Area on Parcel A and the denominator of which is the Gross Floor Area of all of the real property entitled to use the Driveway. The term "GROSS FLOOR AREA" means the area of each enclosed floor including exterior walls, but excluding: (i) garages and carports; (ii) crawl spaces, basements and cellars; and (iii) common facilities located outside residential and commercial units, such as elevator shafts, common lobbies and common hallways. The Pro Rata Share shall be paid within 30 days after a demand accompanied by a list of the costs and expenses included within the Pro Rata Share, and copies of the underlying invoices. New demands for payment of Parcel B Owner's Pro Rata Share shall not be made more often than once in any one calendar month.

10. Default: The following events shall constitute a "DEFAULT" under this Agreement if either Parcel A Owner or Parcel B Owner ("DEFAULTING PARTY") fails to fulfill its respective obligations under this Agreement, and the other Party ("OTHER PARTY") gives the Defaulting Party notice specifying the Defaulting Party's failure to perform its obligations, and the Defaulting Party fails to cure such breach within 20 days after the date such notice is given; provided, however, that no notice is required to be given in the case of any emergency.

11. Other Party's Right to Perform: Upon the occurrence of any Default, the Other Party shall have the right but not the obligation to perform the obligation of the Defaulting Party. In connection with the performance of any such obligation and for such purpose, the Other Party, its contractors, materialmen and other designees may (peacefully, not forcibly) enter upon the Easement Parcel, without prior notice and without liability for trespass.

12. Indemnification: A Defaulting Party shall indemnify and hold the Other

Party, harmless from and against any occurrences, claims, liabilities, losses, damages, costs and expenses, including without limitation intended, attorneys' fees and disbursements (collectively referred to as "RECOVERABLE COSTS"), which the Other Party incurs or pays in connection with or as a result of any failure on the part of the Defaulting Party, to fulfill its obligations under this Agreement, or in the Other Party's exercise of any of the rights or remedies provided for in this Agreement, including without limitation intended, the rights conferred by Section 11 of this Agreement.

13. Interest on Recoverable Costs: Recoverable Costs shall be paid by the Defaulting Party to the Other Party within ten days after demand, together with interest on the amount of the Recoverable Costs at the rate of 12.00% per year or the maximum applicable legal rate if any, (whichever rate is lower) from the date paid by the Other Party until the date the Other Party is reimbursed by the Defaulting Party.

14. Lien for Recoverable Costs: If the Defaulting Party fails to reimburse the Other Party for Recoverable Costs within 30 days after demand by the Other Party, the Other Party shall automatically have a lien ("LIEN") against the Parcel owned by the Defaulting Party in the amount of the Recoverable Costs, together with the interest required to be paid pursuant to Section 13 of this Agreement and the attorneys' fees and disbursements required to be paid pursuant to Section 17 of this Agreement. The Other Party may elect to perfect the Lien by recording a statement in the public records of Washington County, Oregon, signed by the Other Party, which asserts that the Other Party has a Lien and itemizes the Recoverable Costs and the dates the Recoverable Costs were paid or incurred by the Other Party. Any Lien shall be subordinate to the lien of any arm's length first mortgage or trust deed.

15. Required Association: If either of the Parcels is divided into two or more lots, parcels or tracts, by subdivision or any other method then recognized by applicable law, or subjected in whole or in part to the condominium form of ownership (collectively referred to as "SUBDIVIDED"), a Property Association shall be created with jurisdiction over the entire Parcel which is in whole or in part the subject of the division or condominium. "PROPERTY ASSOCIATION" means a perpetual homeowners association, property owners' association, or condominium association, established pursuant to a perpetual recorded declaration, in which all owners of all lots, parcels, tracts and condominium units within the Parcel are perpetually obligated to be members, with the perpetual power to procure insurance and assess and collect assessments against owners of the Parcel subject to the declaration, and the perpetual obligation to fulfill the duties of a Party under this Agreement and enforce this

Agreement against its members. A Property Association, shall be a Party for all purposes of this Agreement, and shall exercise all rights and perform all obligations hereunder with respect to the Parcel subject to the jurisdiction of such Property Association.

16. Term: The term of this Agreement shall commence on the date of this Agreement and shall be perpetual. No breach of this Agreement or any of the obligations of any of the Parties under this Agreement, shall give any of the other Parties under this Agreement the right to terminate this Agreement.

17. Notices: Any notice, demand, request, approval, consent or other communication (collectively "NOTICE") concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Any Notice shall be given by either (i) personal delivery in which event it shall be deemed given on the date of delivery, or (ii) certified mail return receipt requested or its then current equivalent or substitute in which event it shall be deemed given three business days after the date deposited in the U.S. Mail or its then current equivalent or substitute. Any Party may change any address for the delivery of Notice to such Party, by giving Notice in accordance with the provisions of this Section 17. The attorneys for the Parties may give any Notice.

18. Attorneys' Fees and Disbursements: In the event that any Party engages an attorney in connection with any action or proceeding arising out of or to enforce or construe this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and disbursements. In the event different Parties are the prevailing parties on different issues, the attorneys' fees and disbursements shall be apportioned in proportion to the value of the issues decided for and against the Parties.

19. Limited Liability:

a. The Parties shall not accrue any liability for failure to pay, perform or observe any of their respective obligations under this Agreement, except to the extent that such failure occurred during any period of time in which they owned Parcel A or Parcel B as the case may be.

b. In the event that any of the Parties fail to pay, perform or observe any of their respective obligations under this Agreement, the liability of the Parties shall be limited to their respective interest in the property which is the subject of this Agreement and in no event shall any Party or officer, director, manager, member, partner, joint venturer, agent or employee of any of the Parties have

any personal liability under this Agreement. Notwithstanding the provisions of the immediately preceding sentence, nothing contained in this Agreement shall operate to prohibit or impair the right of any Party to seek any stay, restraint, or negative injunction against any breach of this Agreement.

20. Representations and Warranties:

a. Parcel A Owner represents and warrants that as of the date this Agreement is recorded:

(i) There are no mortgages or trust deeds encumbering Parcel A; and

(ii) Parcel A Owner is the owner of fee simple title to Parcel A, Parcel A Owner is authorized to execute and deliver this Agreement, and this Agreement when fully executed and delivered, shall be binding upon Parcel A Owner and Parcel A.

b. Parcel B Owner represents and warrants that as of the date this Agreement is recorded:

(i) There are no mortgages or trust deeds encumbering Parcel B.

(ii) Parcel B Owner is the owner of fee simple title to Parcel B, Parcel B Owner is authorized to execute and deliver this Agreement, and this Agreement when fully executed and delivered, shall be binding upon Parcel B Owner and Parcel B.

21. Successors: The rights and obligations of the Parties under this Agreement, shall inure to the benefit of and be binding upon the Parties and all persons who succeed to their respective rights and obligations. None of the provisions of this Agreement shall inure to the benefit of the public or any third party.

22. Covenants Running with Land: The provisions of this Agreement shall constitute covenants running with the land.

23. Modifications/Waivers: This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Parties, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the Party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

24. Entire Agreement: This Agreement is signed by the Parties as a final expression of all of the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

25. Counterparts: This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

26. Captions: The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit or describe the provisions of this Agreement or the intentions of the Parties.

27. Gender/Singular/Plural: Whenever masculine, feminine, neuter, singular, plural, conjunctive or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

28. Governing Law: In the event of any dispute concerning or arising out of this Agreement, the law of the State of Oregon excluding Oregon choice of law principles, shall govern and control the construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.



APN: R0554661

Personal Representative's Deed
- continued

File No.: 7073-399868 (mah)
Date: February 02, 2005

EXHIBIT A B

LEGAL DESCRIPTION:

A parcel in the Stanley J. Heater Minor Partdion in the Northwest one-quarter of the Northwest one-quarter, Section 32, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, and being more particularly described as follows:

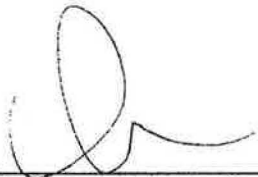
Beginning at post at Northwest corner of Section 32, Township 2 South, Range 1 West, of the Willamette Meridian; thence South on Section line 405.24 feet; thence North 89- 3/4° East 1030.26 feet to Plummers Line; thence North 10° West 411.84 feet to a flask sunk 12 inches deep in road; thence South 89- 3/4 ° West by section line 958.98 feet to the place of beginning.

Excepting therefrom that portion conveyed to Hans W. Juhr and Kenneth J. Juhr by deed recorded August 30, 1978 as Fee No. 78- 38879 and Re-recorded September 5, 1978 as Fee No. 78-39627, more particularly described as follows:

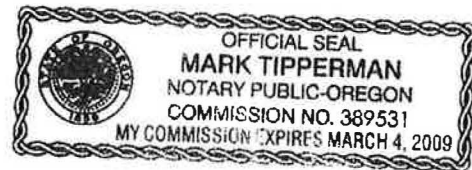
Beginning at the Northwest corner of Section 32, Township 2 South, Range 1 West, of the Willamette Meridian, said corner being marked by a 2 inch iron pipe (found); thence North 89°45'00" East 882.17 feet to a 1 inch iron pipe (found) in the Westerly line of Sherwood Boulevard; thence along said Westerly line South 20°17'23" East, 53.22 feet to the Northeast corner of the herein described parcel II, marked by a 5/8 inch iron rod (set) and the true point of beginning of the herein described parcel; thence continuing along said Westerly line of Sherwood Boulevard, South 20°17'23" East, a distance of 166.51 feet to a 5/8 inch iron rod with Oregon State Highway Division cap (found); thence South 08°49'41" East, a distance of 201.04 feet to a 1/2 inch iron pipe (found); thence leaving said Westerly line, South 89°25'48" West, a distance of 522.39 feet to a 5/8 inch iron rod (set); thence North 24°20'36" East, a distance of 184.91 feet to a 5/8 inch iron rod (set); thence North, a distance of 190.00 feet to a 5/8 inch iron rod (set); thence North 89°45'00" East, a distance of 357.56 feet to the true point of beginning.

STATE OF OREGON)
)
COUNTY OF UNION)

This instrument was acknowledged before me on March 13, 2006 by Ronald Morris.



Notary Public, State of Oregon
My commission expires 3/4/09

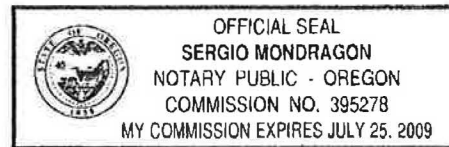


STATE OF OREGON)
)
COUNTY OF Yamhill)

This instrument was acknowledged before me on March 14th, 2006 by Thomasine Alvira Morris.



Notary Public, State of Oregon
My commission expires July 25, 2009



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

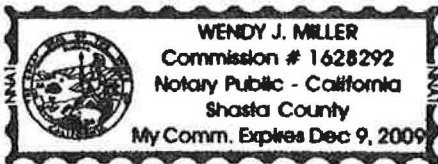
County of Shasta } ss.

On March 9th, 2006, before me, Wendy J. Miller, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christian D. Gladwell,
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement and Maintenance Agreement

Document Date: March 9th, 2006 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

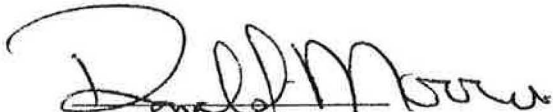
Signer's Name: _____


- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

PARCEL A OWNER:

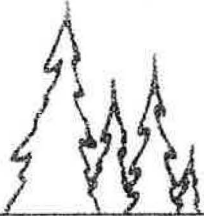

RONALD MORRIS


THOMASINE ALVIRA MORRIS

PARCEL B OWNER:

CHRISTIAN GLADWELL

E. of C



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625

(503) 538-5700 FAX 538-9167

larydell@teleport.com

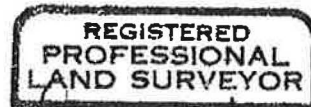
LEGAL DESCRIPTION
Access and Utility Easement
Prepared for Ron Morris

Exhibit "C"
W.O. No. 9230
14 March 2006

An Access and Utility Easement across a tract of land fifty (50) feet wide, being a part of Parcel I of the Stanley J. Heater Minor Partition located in the Northwest Quarter of the Northwest Quarter of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon, and being more fully described based on Washington County Survey Record 16,853 as follows:

Beginning at Northwest corner of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, said corner being marked by a two (2) inch iron pipe (found); thence North 89° 45' 00" East along the North line of Parcel I of said Stanley J. Heater Minor Partition 882.17 feet to a one (1) inch iron pipe (found) in the Westerly line of Sherwood Boulevard and the True Point of Beginning of the herein described easement; thence South 20° 17' 23" East along the Westerly line of said Sherwood Boulevard 53.22 to the Northeast corner of Parcel II of said Stanley J. Heater Minor Partition marked by a 5/8-inch iron rod (set); thence leaving said Westerly line of said Sherwood Boulevard South 89° 45' 00" West 250.50 feet along the North line of said Parcel II; thence North 00° 15' 00" West 50.00 feet to the North line of said Parcel I; thence North 89° 45' 00" East 232.26 feet along the North line of said Parcel I to the True Point of Beginning.

Said easement containing 12,069 square feet more or less.



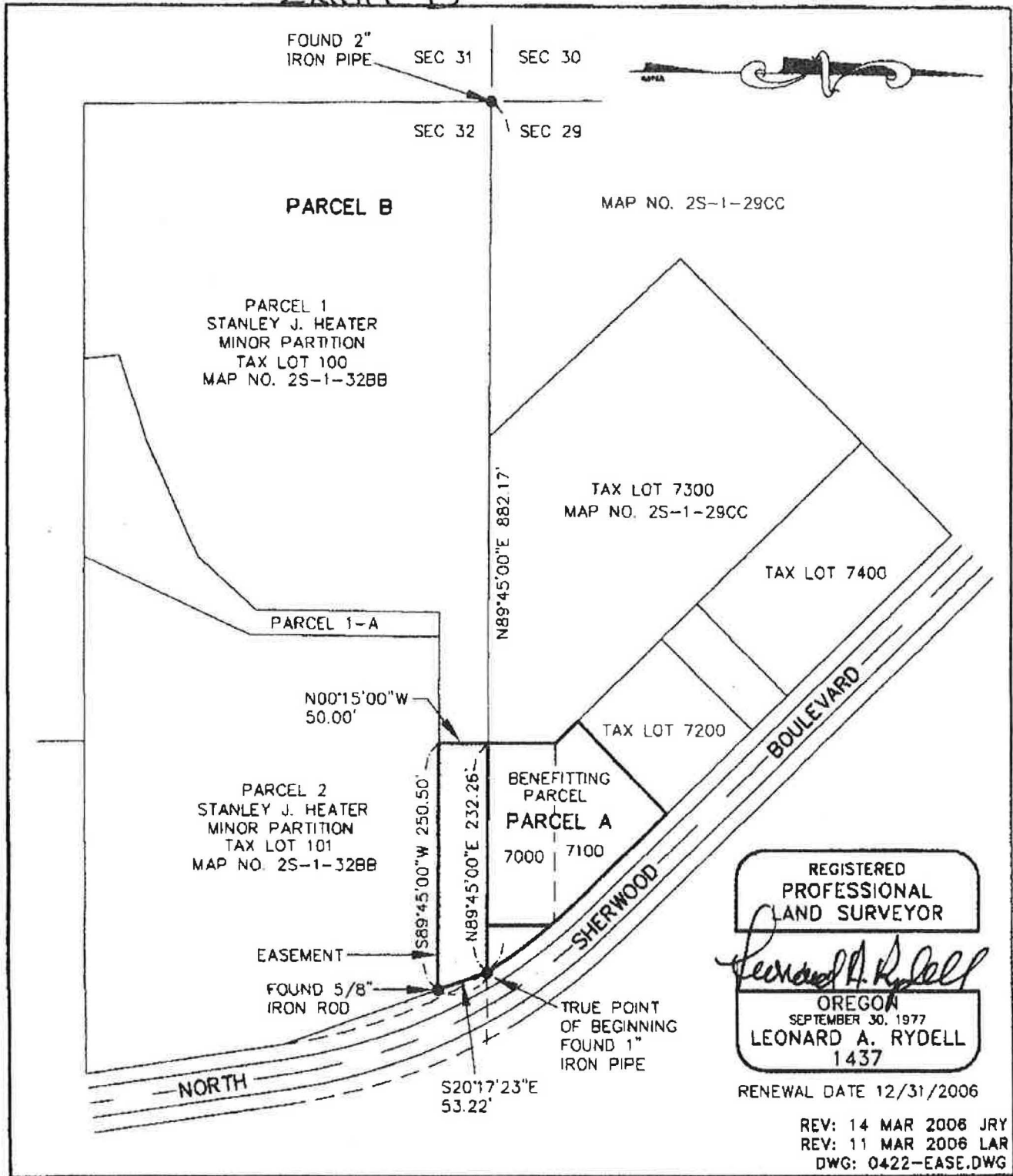
Leonard A. Rydell



RENEWAL DATE 12/31/06

PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND STORM DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS

Exhibit D



ACCESS AND UTILITY EASEMENT City of Sherwood, Oregon		EXHIBIT D
SHERWOOD TOWNHOMES		PREPARED BY: LEONARD A. RYDELL, PE, PLS, WRE 601 Pinhurst Drive Newberg, Oregon 97132 Phone: (503) 538-5700 W.O. No. 0422
Scale: 1" = 140'	Date: 10 Mar. 2006	Drawn: <i>[Signature]</i>
Prepared For Ron Morris P. O. Box 8, Union, Oregon 97883 Phone: (503) 562-8053		