

30.00
5.00
11.00

Washington County, Oregon 2007-081700

07/25/2007 02:57:30 PM

D-AE Cnt=1 Stn=6 J GREGORY

\$30.00 \$5.00 \$11.00 - Total = \$46.00



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I, Richard Hobernicht, 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.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



AFTER RECORDING RETURN TO:

Michael G. Gunn
Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

No Change

MAINTENANCE AGREEMENT

This Agreement (herein known as "AGREEMENT") is made and executed this 20th day of May, 2007, by and between R. James Claus aka Robert James Claus and Susan Lynne Claus, husband and wife (herein known as "Claus").

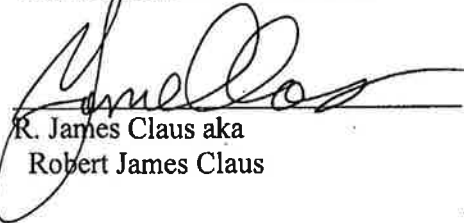
RECITALS:

1. WHEREAS, Claus is the owner of real property more particularly described on attached Exhibit "A" (herein known as "Claus real property").
2. WHEREAS, Claus is the owner of real property more particularly described as Parcel 1 of Partition Plat 2004-060 recorded as Document #2004-128371 of the Deed and Mortgage records of Washington County, OR (with this real property herein known as "Claus real property #1").
3. WHEREAS, Claus has obtained final approval from the City of Sherwood associated with a partition application associated with Claus real property, and once the partition plat is recorded associated with Claus real property, it will consist of two (2) parcels, known as Parcels 1 and 2 of Partition Plat #~~2007~~-050 (with the partition plat herein known as "proposed partition plat").
2007
4. WHEREAS, the said proposed partition plat associated with Claus real property sets forth an easement for ingress/egress over a portion of Claus real property with the easement more particularly described on attached Exhibit "B" (herein known as "easement").
5. WHEREAS, once the proposed partition plat is recorded, Parcel 2 of proposed partition plat will be encumbered with the easement for the benefit of Parcel 1 of the proposed partition plat and for the benefit of Claus real property #1, and Parcel 1 of proposed partition plat will be encumbered with the easement for the benefit of Claus real property #1.
6. WHEREAS, as a term and condition of approval of both of the aforesaid partition

applications, the City of Sherwood requires that a Maintenance Agreement be recorded associated with the rights and responsibilities for the maintenance and repairs of the said easement.

NOW, WHEREFORE, in consideration of the above, Claus bargains and agrees as follows:

1. The RECITALS set forth above are true and accurate and are incorporated herein.
2. The owner of Parcel 1 of proposed partition plat shall be responsible for 2/3 of the normal maintenance, repair, and improvement cost of the said easement, and the owner of Claus property #1 shall be responsible for 1/3 of the normal maintenance, repair, and improvement cost of the said easement; provided, however, that if the actions of the owner of Parcel 1 of proposed partition plat, the owner of Claus real property #1, and/or the owner of Parcel 2 of proposed partition plat or any party acting by or through any of the said owners cause any maintenance, repair, or improvement to be required beyond normal wear and tear, then that said owner who caused the maintenance, repair, or improvement shall be responsible for the entire cost of the maintenance, repair, or improvement.
3. This AGREEMENT is intended to be perpetual and "run with the land" and bind all present and subsequent owners of Parcel 1 of proposed partition plat, Parcel 2 of proposed Partition Plat, and Claus real property #1.
4. If any party breaches the terms and conditions of this said AGREEMENT, the non-breaching party is afforded all remedies available at law and in equity.
5. The non-prevailing party is required to pay the prevailing party's reasonable attorney fees and costs incurred in enforcing any term or condition hereof, both at trial and on appeal.
6. The City of Sherwood shall have no responsibility for determining responsibility of maintenance of the easement.


R. James Claus aka
Robert James Claus


Susan Lynne Claus

EXHIBIT A

Description of Claus Property -parcel of land owned by the grantors in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, currently being partitioned (known as "partition 1") and more particularly described as follows:

Beginning at the Initial Point, being the Southwest corner of Parcel 2 per Partition Plat No. 2004-060 located in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, said point being a 5/8" iron rod with a yellow plastic cap stamped "AKS ENGR."; thence N00°08'11"E 102.13 feet to a 5/8" iron rod with an aluminum cap stamped "AKS ENGR."; thence N47°14'54"E 5.69 feet to a 5/8" iron rod with an aluminum cap stamped "AKS ENGR."; thence S89°53'08"E 95.83 feet to a 5/8" iron rod with an aluminum cap stamped "AKS ENGR."; thence S00°06'52"W 106.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "AKS ENGR."; thence N89°53'08"W 100.04 feet to the said Initial Point.

Said described lands contain 10,594 square feet.

Together with:

Description of Claus Property - parcel of land owned by the grantors in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, currently being partitioned (known as "partition 2") and more particularly described as follows:

Beginning at the Initial Point, being the Southeast corner of Parcel 3 per Partition Plat No. 2004-060; located in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being a 5/8" iron rod with a yellow plastic cap stamped "DEA INC."; thence N00°08'11"E 211.40' feet to a 5/8" iron rod with a yellow plastic cap stamped "G & L PLS 1989"; thence N89°52'02"W 58.88 feet to a 5/8" iron rod with a yellow plastic cap stamped "G & L LAND SURVEYING INC.", said point being located on the southeasterly right-of-way line of the Southern Pacific Railroad; thence along said southeasterly right-of-way line, S47°14'54"W 154.96 feet to a 5/8" iron rod with a yellow plastic cap stamped "AKS ENGR."; thence leaving said right-of-way line, S89°53'08"E 120.83 feet to a 5/8" iron rod with an aluminum cap stamped "AKS ENGR."; thence S00°06'52"E 106.00 feet to a 5/8" iron rod with an aluminum cap stamped "AKS ENGR."; thence S89°53'08"E 51.56 feet to the said Initial Point.

Excepting therefrom, that portion of property dedicated as public right-of-way per Partition Plat No. 2004-060.

Said described lands contain 15,159 square feet.

EXHIBIT B

20 foot public access, public sanitary, storm sewer, and waterline easement per partition plat 2004-060

Beginning at a point bearing $S47^{\circ}14'54''W$ 140.27 feet from a $5/8''$ iron rod with a yellow plastic cap stamped "G & L LAND SURVEYING INC." Said iron rod being the northwest corner of parcel 3 per partition plat No. 2004-060. Thence $S89^{\circ}53'08''E$ 99.17 feet to a point. Thence $N00^{\circ}08'11''E$ 2.32 feet to a $5/8''$ iron rod with a yellow plastic cap stamped "AKS ENGR." Thence $S89^{\circ}50'49''E$ 10.49 feet to a $5/8''$ iron rod with a yellow plastic cap stamped "AKS ENGR." Thence along a curve to the right, concave to the southwest having a radius of 24.50 feet, chord bearing and distance of $S44^{\circ}51'19''E$ 34.64 feet, and a length of 38.48 feet to a point. Thence $N89^{\circ}53'08''W$ 155.60 feet to a point, said point being on the southeasterly side of the Southern Pacific Railroad right-of-way. Thence $N47^{\circ}14'54''E$ 29.40 feet to the initial point.

The land described contains 2,851 square feet more or less.