



MANCINI 15 ACRES
 RR 2.5 ZONING
 POSSIBLE LOT LAYOUT FOR 6 LOTS 10.20.08

○ — POSSIBLE PREFERRED HOME SITE



AFTER RECORDING RETURN TO: Jaques, Sharp, Sherrerd, FitzSimons & Ostrye
P.O. Box 457
Hood River, Or 97031

UNTIL A CHANGE IS REQUESTED,
MAIL ALL TAX STATEMENTS TO:

11.04.08
DRAFT

No Change

Affects Tax Account Numbers: 1N 10E 21 100, 109, 110, 102, 107, 103, 112
1N 10E 16 501, 502

ROAD MAINTENANCE AGREEMENT

This agreement made this ___ day of _____, _____, between Leslie Brown (hereinafter Brown), Patsy L. Paulin (hereinafter Paulin), Kelly P. Beard and Monika A. Schuller (hereinafter Beard), Roger Sylwester and Marilyn S. Sylwester, husband and wife (hereinafter Sylwester), Dennis Shasha (hereinafter Shasha), Dominic Mancini (hereinafter Mancini), and Gary Rains (hereinafter Rains).

Recitals

A. The parties own various parcels of real property which are described more fully on Exhibit A attached hereto.

B. The parties all access their properties by way of a private roadway located in an easement which leaves Baldwin Creek Road and first crosses the Beard property. On the northern portion of the Beard property the easement forks and one portion continues northerly to the Brown and Paulin properties and the other portion continues easterly crossing the Sylwester, Shasha, and Mancini properties until its terminus at the northern boundary of the Rains parcel. The shared roadway easement is described as follows:

An easement for roadway and utilities, sixty feet in width, the centerline of which is more particularly described as follows, to wit: Beginning at the Northeast corner of Section 21, Township 1 North, Range 10 East of the Willamette Meridian, in the County of Hood River and State of Oregon; thence South 01° 27' 52" East along the East line of the Northeast quarter of the said Section 21, a distance of 500.00 feet; thence South 88° 51'

18" West, parallel to the North line of the Northeast quarter of said Section 21, a distance of 1676.50 feet to the true point of beginning of the centerline herein described, said point being on the Northern right of way line of Baldwin Creek Road as the same now exists; thence North 16° 05' 24" West, a distance of 218.87 feet; thence North 10° 23' 53" West, a distance of 73.08 feet; thence North 50° 17' 04" West, a distance of 209.87 feet; thence North 24° 14' 21" West a distance of 50.30 feet; thence

(a) for the Paulin and Brown parcels: North 69° 33' 22" West a distance of 89.30 feet to the northeast corner of the northwest quarter of the northwest quarter of the northeast quarter of said Section 21; and,

(b) for the Sylwester, Shasha, Mancini and Rains parcels: South 78° 11' 15" East a distance of 191.35 feet; thence North 82° 21' 25" East a distance of 141.09 feet; thence South 25° 48' 09" East a distance of 160.03 feet; thence South 49° 53' 42" East a distance of 71.82; thence South 47° 08' 43" East a distance of 99 feet; thence South 55° 15' 55" East a distance of 110.25 feet; thence South 81° 45' 06" East a distance of 79.30 feet; thence South 63° 07' 57" East a distance of 85.98 feet; thence

(i) For the Mancini parcel (Tax Lot #1N 10E 21 107): North 82° 54' 38" East a distance of 83.98 feet; thence South 88° 38' 31" East a distance of 108.26 feet, thence North 01 degrees 27' 52" West a distance of 244.44 feet; thence South 78 degrees 30' 49" West a distance of 109.80 feet as escribed in Bargain and Sale Deed recorded June 24, 1980, Recorder's Fee No. 801343, Records of Hood River County, Oregon; and,

(ii) For the Rains parcel (Tax Lot # 1N 10E 21 112): South 88°38' 31" East a distance of 108.26 feet; thence North 01° 27' 52" West a distance of 244.44 feet; thence South 78° 30' 49" West a distance of 109.80 feet.

A rough map of the roadway easement with each property owner's parcel labeled is attached hereto as Exhibit B.

C. The parties desire to share maintenance obligations for the roadway and desire to reduce their agreements to writing in this document.

Agreements

1. The parties agree to share equally the road maintenance and repair costs for that portion of the roadway on the Beard property. If the property of any party is developed such that an additional dwelling is constructed, the owner of that additional dwelling will also share equally with all other parties in this cost allocation. Currently no dwelling exists on the

Sylwester parcel; if one dwelling is constructed on that parcel, it will not be considered an additional dwelling.

2. Sylwester, Shasha, Mancini and Rains agree to share the road maintenance and repair costs for that portion of the roadway easterly of the Beard property to the northern border of the Rains parcel. The allocation of costs for this portion of the roadway will be as follows: Sylwester - 10%; Shasha - 20%; Mancini - 30%; Rains - 40%. If an additional dwelling is placed on the Shasha parcel, the Shasha share will be divided between the owners of the two dwellings. The Mancini share will be increased by 4.5% for each additional dwelling developed on the Mancini property with corresponding reductions as follows: Sylwester – 1% per additional dwelling on the Mancini property; Shasha – 1.5%; and Rains – 2%. The total Mancini share will be equally divided between the owners of each dwelling on the Mancini property.

3. This agreement is intended to benefit and burden the real property described on Exhibit A and to run with the land.

4. In June of each year a meeting of the parties will be held. Co-owners of one parcel are considered one party and either may represent that party. The meeting will be scheduled by the treasurer from the prior year and will be held at one of the party's homes. Written notice of the time and place of the meeting will be delivered in person or by mail to the address of each party as shown on the county assessment rolls at least seven days prior to the meeting. If delivered by mail the notice shall be deemed delivered seven days prior to the meeting if mailed at least 10 days prior to the meeting. A quorum will consist of those parties who attend the meeting. At the meeting all decisions shall be by majority vote of those attending with each party receiving one vote. Proxies may be given to another party. The owner of any additional dwelling on any of the properties will also become a party entitled to one vote.

5. At the annual meeting the parties will elect a treasurer and a maintenance officer. Neither will be entitled to compensation for their duties.

6. The treasurer will be responsible for keeping financial records, for billing and collecting maintenance and repair costs from each party, and such other duties as may be determined by the parties.

7. The maintenance officer will be solely responsible for road maintenance. Duties include grading, adding additional gravel, snow removal, and repair of the roadway as needed. This person will have sole authority for these matters, while he or she is in office, including what needs to be done, how it gets done, and who does it, including the hiring of contractors. All costs incurred shall be immediately reported to the treasurer with delivery of appropriate documentation.

8. Once selected, the treasurer and maintenance officer will serve until a successor is elected. Either may resign on 30 days written notice to all other parties, in which case a special

meeting may be scheduled by any party to elect a replacement. Either may be removed by written notice signed by 75% of the parties, in which case a special meeting may be scheduled by any party to elect a replacement.

9. On or before March 1 of each year each party will pay to the treasurer an annual assessment of \$100.00. The annual assessment shall be in default if not paid on or before that date.

10. At the annual meeting the treasurer will provide to each party and mail to any party not present an actual statement of receipts and disbursements for the prior calendar year and an allocation of each party's costs for the prior year. If the disbursements are less than the prior year's assessments, credit will be given to each party on the current year's assessment. If at any time during the year the reasonably necessary expenses exceed the annual assessment the treasurer will charge each party a supplemental assessment sufficient to make up the difference. Supplemental assessments will be due within 20 days after the mailing of written notice to each party.

11. Any party who fails to pay that party's assessment outlined in this agreement will be subject to an action at law for the collection of those expenses by any other party as well as any legal fees incurred. Interest shall accrue on any unpaid assessment from the due date until paid at the rate of 18% per annum. Any party may advance the assessment due from a defaulting party and be entitled to recover that amount together with interest and attorney fees as outlined in this paragraph.

12. Each party will be responsible for the costs to repair any damage caused to the roadway by that party, its agents or invitees. No officer will be liable to the other parties for failure to perform that officer's duties unless the officer is grossly negligent.

13. Any party may voluntarily assist with or provide maintenance or repairs for the roadway. No compensation or reimbursement will be due for voluntary assistance. Reimbursement may be allowed for equipment rental, supplies or other out of pocket expenses upon presentation of adequate documentation and approval of the maintenance officer.

14. This agreement is binding on the parties, successors and assigns. It may be amended by a recorded writing signed by at least 70% of the parties.

15. This agreement replaces and supercedes any prior agreements for shared maintenance or shared costs of the roadway in the easement described above.

Dated on the year and day set forth above.

[All owner signatures and all need to be acknowledged]