

ATTACHMENT F – PRELIMINARY COPY OF ROAD MAINTENANCE AGREEMENT

ROAD MAINTENANCE AGREEMENT

The undersigned, being the owner of all the following described real property located in the County of Wasco, State of Oregon:

The Southeast quarter of the Northeast quarter of Section 5, Township 1 North, Range 13 East of the Willamette Meridian, Wasco County, Oregon. Being Lots 2-6 of Prince Heights Subdivision.

which property has access rights over, across, and through the roadway described as "Cavern Way" and shown in attached Exhibit "A", does hereby make the following Road Maintenance Agreement concerning the above described real property, specifying that this Agreement shall constitute a covenant to run with all the land and shall be binding on all persons claiming under them: and that these conditions and restrictions shall be for the benefit and limitations upon all future owners of said real property.

Recitals:

- A. It is essential to the value of the lots and for the safety of persons living thereon that the above-described roadway be properly maintained, in good condition.
- B. The undersigned has agreed to share in the cost of maintaining the roadway serving the lots according to the formula set forth herein.

Draft Print

Agreement:

12/16/2022 11:09:07 AM

The undersigned agrees to the following:

1. When repairs and/or maintenance appear to be necessary, the parties to this agreement may undertake such repair or maintenance anywhere along the roadway upon the affirmative vote of a majority of all property owners participating in this agreement, as follows:
 - a. One meeting shall be held each year to negotiate and vote on a need for maintenance and repair on said described road. The annual meeting shall be held on or before March 1st of each year and at such additional times as may be necessary in the case of an emergency. Each participating property owner shall be allowed one (1) vote per lot to approve any maintenance or repair to be performed on said road.
2. Following the vote approving maintenance and repair, a bid must be presented to each property owner before any maintenance or repair can be performed. A majority of all property owners participating in this agreement must agree with the bid prior to the work being performed on the road. Each property owner participating in this agreement must sign a copy of the bid acknowledging that they have received and voted on the bid.

ATTACHMENT F – PRELIMINARY COPY OF ROAD MAINTENANCE AGREEMENT

3. Repairs and maintenance to be performed on the road under this agreement shall include, but not be limited to the following: grading, patching, and snow removal. Capitol improvements (such as asphaltting) may be undertaken only on the affirmative vote of all (100%) of the property owners participating in this agreement.
4. The property owner who makes the arrangements for repair and maintenance according to the property owner's decision shall send copies of all the bills to the property owners participating in this agreement.
5. All property owners participating in this agreement shall share equally the cost of approved maintenance or repair within ten (10) days of receiving the bill. If a property owner fails to pay his or her respective share within thirty (30) days after receipt of a statement, the amount of the statement, together with interest at 9% per annum from the date of the statement, plus any attorney fees necessary to collection, shall automatically become a continuing lien against the lot of the defaulting lot owner. Each lot owner's obligation to pay his or her share of the cost will be an enforceable personal obligation of the lot owner.
6. The lot owners shall work together to coordinate their repair and maintenance activities to make the repairs and maintenance as economical as possible and to minimize interference with the lot owner's use of the roadway. To the extent reasonably possible, any repairs, maintenance or capital improvements will be obtained through competitive bidding for the purpose of cost comparison.
7. The property owners will exercise reasonable care in their use of the roadway so as not to cause more than normal wear and tear.
8. The rights and responsibilities set forth in this agreement shall be perpetual and shall run with the land and shall be binding on the successors and assigns of the property owners.
9. The provisions of this agreement may only be amended in writing and with the consent of all (100%) of the property owners participating in this agreement.
10. If the lot is owned by more than one person, all the owners of the lot will collectively be referred to as the lot owner, and will be entitled to only one collective vote, i.e., each lot represents one vote in the matters covered by this agreement.

Draft Print

12/16/2022 11:09:16 AM

ATTACHMENT F – PRELIMINARY COPY OF ROAD MAINTENANCE AGREEMENT

11. The undersigned hereby agrees that this document may be recorded as an appurtenance to the above-described property.

(_____ of _____, LLC)
Property Owner

STATE OF OREGON

ss.

County Of Wasco

On the ____ day of _____, 2022, the above-named _____ of _____, LLC personally appeared and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Before me _____

Notary Public of Oregon
12/16/2022 11:09:16 AM

My Commission expires: _____

Draft Print