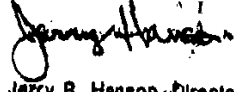


I, Jerry R. Hanson, Director of Assessment and Taxation and the Official County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



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

Doc : 97104248
Rect: 197354 58.00
11/05/1997 08:33:44am

20

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES

DATE: October 23, 1997

PARTIES: Andrea Alberts, hereinafter called "Andrea", and Steve Alberts and Edith Alberts, husband and wife, hereinafter called "Alberts".

RECITALS:

The parties to this agreement intend to create a permanent, mutual, reciprocal easement and a mutual right-of-way for use by them as a private roadway. Such easement shall be appurtenant to and shall benefit all of the property described in those documents recorded in the records of Washington County, Oregon, as Doc #96077722, #96077723 and 96077724, hereinafter referred to as "Andrea's Property". The private roadway shall also benefit that property described in the records of Washington County, Oregon, in Book 474 at page 358, hereinafter referred to as "Steve's Property."

The parties therefore agree as follows:

AGREEMENTS:

SECTION 1. GRANTS OF EASEMENTS; ESTABLISHMENT OF RIGHT-OF-WAY

1.1 The parties hereby grant and convey to each other permanent, mutual reciprocal rights of way on, over, across, and along the real property as described in Exhibit "A", attached hereto and incorporated herein by this reference. Such easement shall form a continuous right-of-way.

1.2 Such easement and right-of-way may be used for utilities and for vehicular and pedestrian ingress and egress purposes by the parties to this agreement. It is intended that such easement be used only for access to residences, and not to businesses. Neither party's rights hereunder shall lapse in the event of that party's failure to use the easement and right-of-way on a continuous basis.

SECTION 2. CONSTRUCTION OF PRIVATE ROADWAY

The right-of-way formed by the easement granted under this agreement shall be improved by Andrea at her expense into a private asphalt roadway 16 feet in width, to the standard

1 Roadway Agreement

RETURN TO:
ANDREA ALBERTS
2191 S KIHEI RD #2411
KIHEI, HAWAII 96753

1-6

1-97-11-14

CHICAGO

COURTESY RECORDED

approved by the City of Hillsboro, Oregon or the appropriate fire marshal, or both.

SECTION 3. MAINTENANCE AND REPAIR; TAXES AND INSURANCE

3.1 The cost of periodic maintenance and necessary repairs to the private roadway shall be borne in equal shares by the owners of each property developed for residential purposes which use the road for primary access. No property should be required to expend, on average, more than \$200.00 per year for maintenance and repair unless both parties agree. Should the property owners disagree as to required maintenance costing in excess of the \$200.00 annual average, they shall submit their differences to binding arbitration in accordance with Oregon law, with each property owner paying equally the expense of such arbitration. The prevailing party in such arbitration shall have the right to collect from the losing property owners a reasonable attorney fee as determined by the arbitrator. The maintenance and repairs shall be performed by the respective property owners on a prompt, diligent and regular basis in accordance with the generally accepted private roadway maintenance standards then existing under the laws of Washington County, Oregon, including but not limited to prompt patching or filling of damage to any pavement, and resurfacing as needed.

3.2 Subject to paragraph 3.3 below, if a property owner fails to perform any such necessary maintenance and repairs as required, the other property owner or owners, upon 15 days' prior written notice to the nonperforming owner, may cause such work to be done with a right of reimbursement for all sums necessarily and properly expended to remedy such failure. If the nonperforming owner or owners fails to pay such reimbursement on demand, the owner or owners causing such work to be done shall have the immediate right to record a lien against the nonperforming owner's property benefitted by this agreement. The parties agree that such lien shall be treated as a construction lien pursuant to ORS Chapter 87, subject to foreclosure and priority as set forth in the construction lien statutes.

3.3 If the roadway becomes impassable or ingress or egress is unreasonably impeded or curtailed because of a property owner's failure to maintain the roadway as required herein, the other owner or owners may demand by written notice that remedial work be performed immediately. If such work is not so performed the other owner or owners shall have the rights of cure, reimbursement and lien as set forth in paragraph 3.2.

3.4 Each owner shall pay when due all real property taxes, assessments or other charges against the land to which each owner holds fee title and which is part of the private roadway. There

2

shall be no right of contribution from the other owners for such items.

SECTION 4. ENGINEERING, SURVEY COSTS

All costs of engineering, surveying and other professional or consultant's fees associated with the initial construction of the private roadway shall be borne by the Andrea. The cost of engineering, survey or other similar work performed in conjunction with any maintenance or repair of the private roadway shall be borne in the percentages set forth in paragraph 3.1.

SECTION 5. ADDITIONAL EASEMENTS

5.1 Upon request of either party, the other party shall grant to the requesting party (or its designee) such reasonable, additional permanent, appurtenant easements under or along the private roadway as are necessary for installing, repairing or maintaining water, gas, sewer, storm drainage, electrical or telephone lines and facilities servicing all or a portion of the property benefitted by this agreement. The cost of all such installation, repair and maintenance shall be borne by the party requesting the grant of such easement (or its designee), unless the grantor of such easement shall also use such easement for similar purposes. If the grantor of the easement so uses the lines or facilities installed within such easement, the parties shall jointly share such costs based upon the number of residences using such utilities.

5.2 No installation, repair or maintenance of any such utility line or facility shall curtail or unreasonably impede use of the private roadway for vehicular and pedestrian ingress and egress. Notwithstanding Section 4, the person installing, repairing or maintaining any such utility line or facility shall be responsible for repairing any damage to the roadway in the easement.

SECTION 6. CONDEMNATION; DEDICATION

6.1 In the event that the private roadway or any part thereof is taken by power of eminent domain, or is conveyed under threat of condemnation, and such taking will render the private roadway unusable for normal, regular vehicular ingress and egress, this agreement shall terminate. If such taking does not render the private roadway so unusable, the obligations of a party whose portion of the roadway is taken shall be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect.

6.2 If the parties are requested by an appropriate governmental jurisdiction to dedicate the private roadway for public use, or if one of the parties so requests such a dedication, each party shall promptly execute and deliver to such jurisdiction deeds conveying their respective portions of the roadway for such purposes; provided, however, that such deeds shall not be recorded and shall be returned to the granting party in the event the appropriate jurisdiction refuses to accept the dedication.

SECTION 7. BREACH OF OBLIGATIONS

In the event either party shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this agreement.

SECTION 8. ATTORNEY FEES

In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at arbitration, trial or on appeal as adjudged by the arbitrator, trial or appellate court.

SECTION 9. EFFECT OF THE AGREEMENT

The easements granted hereunder shall run with the land as to all property burdened and benefitted by such easements, including any division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees (or beneficiaries under a deed of trust).

SECTION 10. FENCE AND WATER LINE

10.1 Andrea, at her sole expense, shall construct a 5 foot high chain link fence along the easterly line of the easement granted herein. Such construction shall be commenced as soon as the roadway in the easement has been improved to the standards set forth above.

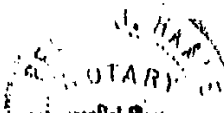
10.2 Andrea, at no expense to Alberts, shall relocate the water line that serves the property described in Doc # 96077723 so that the line is located westerly of the eastern-most boundary of the easement described herein.

In witness whereof, we have signed this agreement effective the day and year set forth above.

Steve Alberts

Edith Alberts

Andrea K. Alberts



STATE OF HAWAII)
County of MAUI) ss.

On this 30th day of Oct, 19 97, before me personally appeared Andrea K. Alberts

to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that ~~she~~ executed the same as her free and clear.

[Signature]
Notary Public, 2nd Judicial Circuit, State of Hawaii

My commission expires 4-27-99

P-102 (REV 7-02)

STATE OF OREGON)
County of Washington) ss. October 23, 1997

This instrument was acknowledged before me on October 23, 1997, Steve Alberts and Edith Alberts.

Before me:

Cynthia Pedersen-Powers
Notary Public for Oregon
My commission expires: 6/24/2001

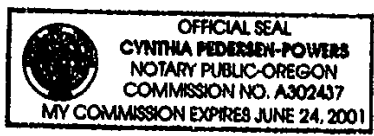


EXHIBIT "A"

AN EASEMENT FOR ACCESS AND UTILITY PURPOSES ON A PORTION OF LOT 27 "VIRGINIA PLACE", A DULY RECORDED PLAT IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

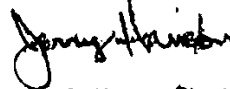
BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 27, WHICH POINT BEARS SOUTH 89°48'00" EAST 119.00 FEET FROM THE NORTHWEST CORNER THEREOF AND RUNNING THENCE SOUTH 00°02'00" WEST PARALLEL WITH THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED BY DEED TO ANDREA K. ALBERTS, RECORDED AS DOCUMENT NO. 96077722, WASHINGTON COUNTY, OREGON DEED RECORDS, 293.02 FEET; THENCE SOUTH 89°47'14" EAST 16.00 FEET; THENCE NORTH 00°02'00" EAST PARALLEL WITH SAID WEST LINE 293.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 27; THENCE NORTH 89°48'00" WEST ALONG SAID NORTH LINE 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.10 ACRES MORE OR LESS.

EXCEPTING HEREFROM ANY PORTION LYING WITHIN THE LIMITS OF S.E. BENTLEY ROAD (CR 1314).

FOR BASIS OF BEARINGS AND ADDITIONAL INFORMATION, SEE SURVEY NO. 25192.

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



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

EASEMENT AGREEMENT FOR UTILITY PURPOSES

DATE: October 20, 1997

PARTIES: Andrea Alberts, hereinafter called "Grantor", and Andrea K. Alberts, hereinafter called "Grantee".

Doc : 97104249
Rect: 197354 53.00
11/05/1997 08:33:45am

RECITALS:

The parties to this agreement intend to create a permanent, perpetual non-exclusive easement for use by Grantee for utility purposes and for the servicing of the same. Such easement shall be appurtenant to and shall benefit all of the property described in those deeds recorded as Washington County, Oregon, Fee numbers 96077722, 96077723 and 96077724. The description of the utility easement is as follows, and shall hereafter be referred to as the "utility easement":

"A portion of Lot 27 "VIRGINIA PLACE", a duly recorded plat in the southeast quarter OF Section 4, Township 1 South, Range 2 West, Willamette Meridian, Washington County, Oregon, said Easement being more particularly described as follows:

"Beginning at a point on the north line of said Lot 27, which point bears South 89°48'00" East 103 feet from the northwest corner thereof and running thence South 00°02'00" West parallel to the West line of that certain tract of land conveyed by deed to Andrea K. Alberts, recorded as document No. 96077722, Washington County, Oregon Deed Records, 293.02 feet; thence South 89°47'14" East 16.00 feet; thence North 00°02'00" East parallel with said West line 293.02 feet to a point on the North line of Said Lot 27; thence North 89°48'00" West along said North line 16 feet to the point of beginning; excepting herefrom any portion lying within the limits of SE Bentley Road (CR 1314)."

In addition to the above easement the parties intend to grant to each other a landscaping easement. The description of the landscaping easement is as follows, and shall hereafter be referred to as the "landscape easement"

"A portion of Lot 27 "VIRGINIA PLACE", a duly recorded plat in the southeast quarter OF Section 4, Township 1 South, Range 2 West, Willamette Meridian, Washington County, Oregon, said Easement being more particularly described as follows:

1 UTILITY EASEMENT

RETURN TO:
ANDREA ALBERTS
2191 S KIHEI RD, #2411
KIHEI, HAWAII 96753

1-5

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1-97-11-14



CHICAGO

COURTESY RECORDING

"Beginning at a point on the north line of said Lot 27, which point bears South 89°48'00" East 95 feet from the northwest corner thereof and running thence South 00°02'00" West parallel to the West line of that certain tract of land conveyed by deed to Andrea K. Alberts, recorded as document No. 96077722, Washington County, Oregon Deed Records, 127.14 feet; thence South 89°47'14" East 8.00 feet; thence North 00°02'00" East parallel with said West line 127.14 feet to a point on the North line of Said Lot 27; thence North 89°48'00" West along said North line 8 feet to the point of beginning; excepting herefrom any portion lying within the limits of SE Bentley Road (CR 1314)."

The parties therefore agree as follows:

AGREEMENTS:

SECTION 1. GRANT OF EASEMENT

1.1 Grantor hereby grants and conveys to grantee a permanent, perpetual non-exclusive easement for underground utilities on, over, across, and under the above described utility easement.

1.2 Such utility easement may be used for the purpose of locating, constructing, and repairing underground utilities to be placed within the easement granted. Grantor and grantee shall erect no permanent structure on the easement which would preclude grantor or grantee from constructing, maintaining or repairing the utilities constructed in the easement.

1.3 Should a party hereto cause damage to any utility of the other party, the party causing damage shall be responsible for the cost of repairing the damage caused.

1.4 Grantor hereby grants and conveys to grantee a permanent, perpetual non-exclusive easement for landscaping purposes over, across, and under the above described landscape easement.

1.5 The parties hereto agree that the easements granted herein shall not merge with, expire or become extinguished because of any commonality of title between grantor and grantee, it being intended that these easements continue to exist until terminated in a written, recorded document, even if one person owns all of the benefitted and subservient estates.

SECTION 2. MAINTENANCE AND REPAIR

2.1 The cost of periodic maintenance and necessary repairs

2 UTILITY EASEMENT

2

to the utility easement shall be borne by the party whose utilities necessitate the maintenance or repairs.

2.2 Subject to paragraph 3.3 below, if a party fails to perform any necessary maintenance and repairs as required, the other party, upon 15 days' prior written notice to the nonperforming party, may cause such work to be done with a right of reimbursement for all sums necessarily and properly expended to remedy such failure. If the nonperforming party fails to pay such reimbursement on demand, the party causing such work to be done shall have the immediate right to record a lien against the nonperforming party's property benefitted by this agreement. The parties agree that such lien shall be treated as a construction lien pursuant to ORS Chapter 87, subject to foreclosure and priority as set forth in the construction lien statutes.

2.3 If the utility easement becomes inaccessible or ingress or egress is unreasonably impeded or curtailed because of a party's actions, the other party may demand by written notice that remedial work be performed immediately. If such work is not so performed the other party shall have the rights of cure, reimbursement and lien as set forth in paragraph 3.2.

SECTION 3. ENGINEERING, SURVEY COSTS

3.1 All costs of engineering, surveying and other professional or consultant's fees associated with the construction of the utilities in the easement shall be borne by the party benefitted by the utility being installed. The cost of engineering, survey or other similar work performed in conjunction with any construction, maintenance or repair within the utility easement shall be borne exclusively by the party contracting for such services, unless otherwise provided herein or otherwise agreed to by the parties.

3.2 Subject to paragraph 3.3 below, if a party fails to perform any such necessary maintenance and repairs as required, the other party or parties, upon 15 days' prior written notice to the nonperforming party, may cause such work to be done with a right of reimbursement for all sums necessarily and properly expended to remedy such failure. If the nonperforming party fails to pay such reimbursement on demand, the party or parties causing such work to be done shall have the immediate right to record a lien against the nonperforming party's property benefitted by this agreement. The parties agree that such lien shall be treated as a construction lien pursuant to ORS Chapter 87, subject to foreclosure and priority as set forth in the construction lien statutes.

3.3 If the roadway becomes impassable or ingress or egress

is unreasonably impeded or curtailed because of a party's failure to maintain the roadway as required herein, the other party or parties may demand by written notice that remedial work be performed immediately. If such work is not so performed the demanding party or parties shall have the rights of cure, reimbursement and lien as set forth in paragraph 3.2.

SECTION 4. USE OF PROPERTY

4.1 No installation, repair or maintenance of any utility line shall curtail or unreasonably impede use and landscaping of the utility easement property. Each party shall hold the other harmless on account of any damage or injury caused by a party's negligent or intentional act on the property.

4.2 A property owner whose property or landscaping easement abuts the westerly boundary of the utility easement shall have the obligation to landscape and maintain the landscaping in the easement described above from that owner's easterly boundary easterly to the easterly boundary of the utility easement.

SECTION 5. CONDEMNATION; DEDICATION

In the event that the utility easement, or any part thereof, is taken by power of eminent domain, or is conveyed under threat of condemnation and such taking will render the utility easement unusable for its intended purpose, this agreement shall terminate. If such taking does not render the utility easement so unusable, the obligations of a party whose portion of the utility easement is taken shall be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong to the parties as their interest in the taken property shall appear.

SECTION 6. BREACH OF OBLIGATIONS

In the event either party shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this agreement.

SECTION 7. ATTORNEY FEES

In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at arbitration, trial or on appeal as adjudged by the trial or appellate court.

SECTION 8. EFFECT OF THE AGREEMENT

The easements granted hereunder shall run with the land as to all property burdened and benefitted by such easements, including any division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees (or beneficiaries under a deed of trust) and utility providers.

In witness whereof, we have signed this agreement effective the day and year set forth above.

Andrea K. Alberts
Grantor

Grantor

Andrea K. Alberts
Grantee

Grantee

STATE OF HAWAII)
) ss.
County of MALIE)

SUBSCRIBED and sworn to before me October 30, 1997, by
Andrea K. Alberts.

Before me:

[Signature]
Notary Public for Hawaii
My commission expires: 4-27-99



STATE OF HAWAII)
) ss.
County of _____)

SUBSCRIBED and sworn to before me October ____, 1997, by
Andrea Alberts.

Before me:

Notary Public for Hawaii
My commission expires: