

After recording return to:  
Prairie Road Rentals LLC  
1735 W 13<sup>th</sup> Ave  
Junction City, OR 97448

## MAINTENANCE AGREEMENT

### Recitals

1. Prairie Road Rentals LLC is the Owner of the following described property:  
Map and tax lot # 16 04 08 20 1300 and recorded on document # 2017-013708 Lane County deeds and records and incorporated herein.
2. The above Owner intends to divide the property into four reconfigured lots by means of a subdivision. Lane County has granted tentative approval for that subdivision through approval of planning application file # 509-PA20-05391 and 509-PA21-05874. Final plat # is 509 PA21-05318. The reconfigured Lots are shown on Exhibit A and incorporated herein.
3. The four Lots will share the use of well and pump system, collection and disposal of waste water system, storm water collection and infiltration system and parking and roadway access.
4. Cost to maintain the above listed systems shall be shared by the Owners of the four Lots in the manner shown below.
5. The name of the subdivision is **Prairie Road Business Park**.

### DECLARATION OF MAINTENANCE AGREEMENT

1. The cost of repairs and maintenance to the waste water disposal system shall be equally divided between the Owners of Lot 1, Lot 2, Lot 3 and Lot 4 of the **Prairie Road Business Park** subdivision. Power to operate the system shall be provided by the Owner of Lot 1. Cost of power shall be borne by the Owner of Lot 1 and not divided between the other Lots.
2. The cost of repairs and maintenance of the well and pump system shall be equally divided between the Owners of Lot 1, Lot 2, Lot 3 and Lot 4 of the **Prairie Road Business Park** subdivision. Power to operate the system, including heating of the pump house during freezing weather, shall be borne by the Owner of Lot 4 and not divided between the other Lots.



3. The cost of repairs and maintenance of the storm water system shall be equally divided between the Owners of Lot 1, Lot 2, and Lot 3 of the **Prairie Road Business Park** subdivision. Lot 4 of the **Prairie Road Business Park** subdivision does not use the storm water system. However, should Lot 4 be required by a government agency at some later date to manage storm water due to future development of Lot 4 or any other reasons, then Lot 4 shall be allowed to use the storm water system and be responsible for the cost of maintenance and repairs equally with Lot 1, Lot 2, and Lot 3 of the **Prairie Road Business Park** subdivision.

4. The costs of repairs and maintenance of the 25 foot wide roadway access across Lot 1 of the **Prairie Road business Park** subdivision, described by easement, for the benefit of Lot 2 and Lot 3 shall be equally divided between Lot 1, Lot 2 and Lot 3 of the **Prairie Road Business Park** subdivision. Lot 4 of the **Prairie Road Business** park subdivision shall not share in the costs.

5. The costs of repairs and maintenance of the parking area, described by easement, located on Lot 1 for the benefit of Lot 2 and Lot 3 shall be equally divided between Lot 1, Lot 2, and Lot 3 of the **Prairie Road Business Park** subdivision. Lot 4 of the **Prairie Road Business Park** subdivision shall not share in the costs.

6. The cost of repairs due to damage caused by the Owner or occupiers of Lot 1, Lot 2, Lot 3, and Lot 4 of the **Prairie Road Business Park** subdivision to the waste water disposal system, the well and pump system, the storm water system and the roadway system, shall be the responsibility of the Owner or occupiers that caused the damage and not be shared by the Owners of the other Lots. Normal wear and tear shall not be considered damage.

7. Should a dispute arise concerning repairs, maintenance, damage and cost sharing between the Owners of Lots 1, 2, 3, and 4 of the **Prairie Road business Park** subdivision. The dispute may be submitted to mediation as the Owners may agree. If mediation is not chosen by mutual consent, or fails, and one or more holders of the easement fails to pay the holders portion of the cost of repairs or maintenance, then a civil action for money damages may be brought against that person in a court of competent jurisdiction by one or more of the other holders of an interest in the easement, either jointly or severally. In any such civil action, the court may order such equitable relief as may be just in the circumstances. The prevailing party shall recover all court costs, mediation fees and attorney fees.

#### **TAXES**

1. This agreement shall in no way affect the real estate taxes of the respective Lots.

#### **WATER USE**

1. Water use is limited to the capacity of the sewage disposal system. Lot 1 is limited to 6 sinks and 6 toilets, lot 2 is limited to 9 sinks and 9 toilets, lot 3 is limited to 8 sinks and 8 toilets, lot 4 is limited to the normal use of a single family residence. Water for irrigation, car washing and other uses not directed to the sewage system is exempt from the above limits. Lots 1, 2 and 3 may adjust their water use for purposes other than toilets and sinks, so long as the overall use remains within the limits described.

**SUCCESSORS IN INTEREST, RECORDATION**

1. The provisions of this instrument shall touch, concern and relate to the use of lot 1, lot 2, lot 3 and lot 4 of this subdivision and are intended to be covenants and restrictions running with the land. This document shall therefore be recorded in the deed records of Lane County, OR. All provisions of the instrument, including the benefits and burdens, are binding and inure to the heirs, successors, assigns, transferees and personal representatives of all parties who own lot 1, Lot 2, lot 3, and lot 4 of the above said subdivision.

Dated this 16<sup>th</sup> day of February 2022

  
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Prairie Road Rentals LLC, by Larry Van Nortwick

On this day of February 16, 2022 personally appeared before me Larry Van Nortwick and acknowledged the foregoing to be his voluntary act and deed.

**OREGON NOTARY ACKNOWLEDGEMENT**

State of Oregon )

County of Lane )

This record was acknowledged before me on  
February 16, 2022

By Larry Van Nortwick

  
\_\_\_\_\_  
Signature of Notarial Officer

Shealynn Elise Brooks  
\_\_\_\_\_  
Printed or typed name of Notarial Officer

Notary Public – State of Oregon

My commission expires: August 16, 2025

