

Road
Project
A.P. No.

After Recording
Return to:

County of Yuba
Department of Public Works
938 14th St.
Marysville, CA 95901

INDEXED

Compared

OFFICIAL RECORDS
Filed December 7, 1994 Title

94 JUN 22 AM 10:40

YUBA CO. RECORDER
FRANCES J. FAIREY

FEE 26.00

MAINTENANCE AGREEMENT

WHEREAS, each of the parties hereto owns one or more lots within the subdivision as shown on Parcel Map 92-44 recorded at Book 64 of Maps, Page 1, Yuba County Official Records, that will be benefitted by the roadways, utilities, drainage, fire suppression and irrigation facilities on easements described on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein:

NOW THEREFORE, it is mutually agreed by the Parties hereto as follows:

1. Proportionate Payment of Expenses.

For so long as the above-mentioned roadways, utilities, drainage, fire suppression and irrigation facilities ("works") shall exist in private ownership, the Parties hereto, their successors and assigns, shall bear the expenses of the reasonable maintenance and repair of such works. It is agreed that the cost of maintaining said works shall be paid by the Parties hereto, their successors and assigns, in proportion to the number of lots/parcels owned by each owner and/or their successors and assigns, and each owner will, upon written demand, contribute and

pay his proportionate share of any monies paid out or of any obligation incurred for the reasonable maintenance or repair of said works under the terms and conditions as set forth herein.

2. Reasonable Maintenance and Repair Defined.

"Reasonable maintenance and repair" shall include such maintenance and repair as is necessary to maintain said works in good, usable condition under all traffic and weather conditions, but shall not include the enlargement of said works. This agreement shall not be construed to require any owner to contribute to the cost of any enlargement of said works.

3. Majority Agreement Conclusive; Accepting Low Bid.

For the purposes of this agreement, the written agreement of the owners of a majority of the lots/parcels to the effect that specified repair or maintenance work is necessary shall be conclusive on the remaining owners. Pursuant to said majority written agreement, agreeing owners shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate the necessary repair or maintenance work. Each owner of a lot/parcel within the subdivision shall bear his or her pro rata share of the cost thereof, regardless whether such owner shall have concurred in said majority agreement or not.

4. Responsibility for Damages.

Every owner who shall cause or allow said works to be

damaged, excluding fair wear and tear from normal usage, as may be determined by the owners of a majority of the lots/parcels, shall bear as his or her responsibility the costs and expenses of repairing such damage.

5. Collection Action; Attorney Fees.

If any owner shall fail or refuse to pay his or her pro rata share of the cost of maintenance and repair work or damages hereunder within 30 days of a bill for the same being mailed to him or her, any other owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such defaulting owner for the necessary maintenance and repair work in accordance with the provisions of law, including but not limited to California Civil Code Section 845. The prevailing party in such action shall be entitled to recover in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorneys' fees.

6. Maintenance and Repair Account.

The owners of a majority of the lots/parcels may authorize the creation of a maintenance and repair account in a savings and loan association or bank. Monies deposited therein shall be expended only for maintenance and repair of the above referenced works, and the number of signatures required to withdraw monies shall be specified at the time said account is authorized.

7. Receipts.

Receipts for all monies received and of all expenditures made shall be preserved and made available for inspection and copying by any owner, in person or by agent, for a period of one year.

8. "Owner" Defined.

The word "owner", as used herein, shall mean one person in whom sole title is vested. It shall also mean two or more persons who hold a unity of interest as joint tenants, as tenants in common, as partners, or as husband and wife with title vested "as their community property". For the purpose of determining if the owners of a majority of the lots/parcels are in favor of a proposal, the affirmative vote of any spouse, joint tenant, or tenant in common shall constitute approval by that lot/parcel, irrespective of the number of co-owners of that lot/parcel.

9. Termination.

This agreement may be terminated at any time by the vote of the owners of two-thirds of the lots/parcels. Upon termination of this agreement, any monies remaining unexpended shall be distributed to the then owners of all lots/parcels in the same proportions as received.

10. Covenant Running with Land; Binding on Successors.

This agreement is to be construed as a covenant running with

the land, and it is further understood and agreed that this agreement shall inure to and bind the successors in interest of the lots/parcels owned by all the parties hereto, whether by way of sale, assignment, inheritance or otherwise, and it shall be applicable to such smaller lots/parcels as may be created by subsequent divisions of said lot/parcels.

11. Counterparts.

This agreement is executed in counterparts, the signatures pages of which shall be attached hereto and make a part hereof prior to the recording.

6-20-94

Date

Martha Marie McEwen
Signature

Martha Marie McEwen
Typed or Printed Name of Owner

Pm 92-44

Lot(s)/Parcels(s) Owned

3518 Chestnut Rd. Maryville, GA
Owner's Address

6-20-94

Date

Ralph J. McEwen
Signature

RAIPH J MCEWEN
Typed or Printed Name of Owner

Pm 92-44

Lot(s)/Parcel(s) Owned

5518 CHESTNUT RD MARYVILLE
Owner's Address

EXHIBIT "A"

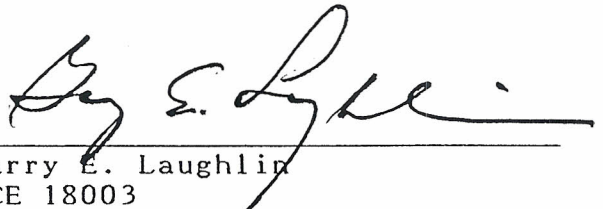
ROADWAY EASEMENT

To serve lots 1, 2, 3, & 4
as shown on Parcel Map 92-44

A non-exclusive easement for ingress and egress and utility purposes over a strip of land 60' in width lying 30' on each side of the following described centerline located in the northwest one quarter of Section 30, Township 16 North, Range 5 East, Mount Diablo Meridian:

Commencing at the northwest corner of Section 30; thence South 83° 25' 37" East, 122.15 feet; thence South 88° 33' 18" East, 100.01; thence North 85° 44' 06" East, 100.51 feet, to the true point of beginning; thence South 01° 26' 20" West, 113.20 feet to the beginning of a curve to the left; thence 204.79 feet along said curve to the end of curve with a central angle of 58° 40' 04" and a radius of 200.00 feet; thence South 57° 13' 45" East, 141.18 feet to the beginning of a curve to the right; thence 199.32 feet along said curve to the end of curve with a central angle of 57° 06' 09" and a radius of 200.00 feet; thence South 00° 07' 36" East, 582.41 feet; thence South 89° 25' 42" West, 20.00 feet to the center of a cul-de-sac of a radius of 50 feet and the termination of the easement. The area located within said cul-de-sac is included within the above described easement.




Garry E. Laughlin
RCE 18003
Exp: 6/30/97

Date: 6/20/94

EXHIBIT "B"

FIRE SUPPRESSION & IRRIGATION FACILITIES

To serve lots 1, 2, 3, & 4
as shown on Parcel Map 92-44

A non-exclusive easement for ingress and egress and maintenance over a portion of Lot 1 & 4 as shown on Parcel Map 92-44 located in the northwest one quarter of Section 30, Township 16 North, Range 5 East, Mount Diablo Meridian and more particularly described as follows:

COMMENCING AT the corner common to Lots 1, 2, 3 & 4; thence South 89° 25' 42" East, 30.00 feet to the POINT OF BEGINNING; thence South 00° 07' 36" West, 200.00 feet; thence North 00° 07' 36" West, 140.00 feet to the line separating Parcel 1 and Parcel 4; thence North 89° 25' 42" East, 200.00 feet to the POINT OF BEGINNING.

TOGETHER WITH a strip of land described as follows; a 15.00 foot wide strip of land, the east line described as follows;

BEGINNING AT a point on the centerline of the Browns Valley Irrigation District easement per Book 429 on Page 610; thence South 00° 07' 36" East, 749.13 feet to its terminus at a point on the property line dividing Lots 1 and 4, said point being located South 89° 25' 42" West, 30.00 feet from the corner common to Lots 1, 2, 3, and 4 of Parcel Map 92-44.



A handwritten signature in black ink, appearing to read "Garry E. Laughlin", written over a horizontal line.

Garry E. Laughlin
RCE 18003
Exp: 6/30/97

Date: 6/20/98

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

94 07811

No. 5907

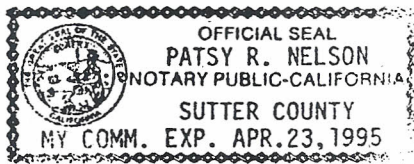
State of California

County of Sutter

On June 20, 1994 before me, Patsy R Nelson Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Ralph J. McEwen & Martha Marie McEwen,
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patsy R Nelson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL \leq
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Pm 92-44
Maintenance Agreement
TITLE OR TYPE OF DOCUMENT

7
NUMBER OF PAGES

6-20-94
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE