

A maintenance access easement agreement can be obtained for some development in residential zones that don't comply with the required interior yard setback.

Land Use Code Requirements

Eugene Code, Chapter 9, Section 9.2751(7)

Most development in residential zones is required to have interior yards of not less than five feet, except where buildings abut or share a common wall. The owner of a lot or parcel with an interior yard of less than 5 feet from the adjacent property line must secure and record in the office of the Lane County Recorder a maintenance access easement adjacent to that side of the building. The easement shall provide a 5-foot wide access the entire length of the building and 5 feet beyond both ends, and requires a 10-foot separation between buildings on separate lots. The easement shall be on a form provided by the city, shall be approved by city staff, and be subject to a review and payment of a fee set by the city manager.

Preparing an Agreement

The attached sample agreement is for **illustration purposes only** and will help to determine proper format and minimal legal requirements. Keep in mind that the specifics in this case listed in the *recitals* and *terms of agreement* are fictional. There may be additional terms to be considered depending on the nature of your request. These agreements are legal documents, so we recommend that you consult your attorney when composing the agreement to satisfy all parties. The legal descriptions may be provided using metes and bounds or lot, block, and subdivision (the map and tax lot numbers are not a legal description). Please leave a minimum of 2 inches at the top and bottom of the first page for official use. The agreement must be typed, since Lane County Deeds and Records will not accept hand-written documents for recording.

You will also need to submit a diagram labeled as "Exhibit A" with your agreement showing:

1. A plot plan to scale with both parcels of land under consideration.
2. The interior yard intrusion.
3. The location of the easement on the neighboring property. The length of the easement needs to be the length of the proposed intrusion and 5 feet beyond both ends plus 5 feet on either side (see example). This allows for access around both ends of the structure.

Review Process

The recorded agreement is required for approval of a building permit. A copy of the draft agreement must be submitted at the time of building permit application or as supplemental information (SI) if the application is already being reviewed. The agreement will be reviewed for completeness and consistency with the Code. Once staff has approved the agreement a final copy must then be signed in front of a notary public and recorded at Lane County Deeds and Records (125 E. 8th Ave.). A copy of the recorded document must be provided as supplemental information prior to permit approval. A review fee of \$102.46 (\$94.00 + 9% City Administration fee) per hour is required upon issuance of the associated building permit.

Please contact Land Use staff at 541-682-8336 or landuseinfo@ci.eugene.or.us for more information.

Note: This document should not be used as a substitute for codes and regulations. The applicant is responsible for compliance with all code and rule requirements, whether or not described in this

After recording return to:
Don and Diane Brown
123 Main Street
Eugene, OR 97401

Note: This form below is provided as a guide for creating a Maintenance Access Easement Agreement. The entire document needs to be retyped with site specific information filled in the shaded areas. A legal description must be inserted in the text of the agreement (the map and tax lot numbers are not a legal description). A diagram to scale, showing the 5 foot easement area and the 5 foot non-buildable area must be attached as "Exhibit A". **Leave the top 2 inches of the first page blank for City and County approval and recording stamps.**

Maintenance Access Easement Agreement

This is an Agreement dated this (month, day, year) among Don and Diane Brown (Browns), and Jim and Judy Smith (Smiths).

RECITALS:

A. Browns are the owner of a structure upon certain real property also owned by Browns and located at 123 Main Street, within the corporate limits of the City. The legal description of the real property (Browns) is:

(Include Lot and Block or metes and bounds description only)

B. Smiths are the owners of certain real property located at 125 Main Street, also within the corporate limits of the City. The legal description of the property (Smiths) is:

(Include Lot and Block or metes and bounds description only)

C. The Browns wish to build a single-family dwelling which includes a kitchen approximately 8 feet in width within approximately 1 foot of the interior lot line of Browns property. Section 9.2750 of the Eugene Code, 1971, provides that all structures within residential zoning districts (within which Browns property is located), shall have interior yards of not less than 5 feet or a minimum of 10 feet between buildings.

D. Smiths have agreed to provide Browns with an easement, 4 feet in width by 25 feet in length, immediately adjacent to Browns structure. The purpose of the easement will be to provide Browns with the additional 4 feet of interior yard setback as required by City Code.

TERMS OF THE AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Smiths hereby grant to Browns a perpetual easement, appurtenant to the Browns property, to be used by the Browns for access for the repair and maintenance of the Brown Property and the improvements thereon. A diagram of the easement is attached hereto, marked Exhibit A, and is incorporated herein.
2. Smiths agree that they will not construct or place improvements upon the easement strip, or within five feet of the boundary thereof, and that they will not physically restrict or impede the

Maintenance Access Easement Agreement

possibility of access by the Browns to the easement strip for the purposes for which the easement has been granted.

3. The easement herein granted is not exclusive, and the Browns may make such use of the easement strip as is not inconsistent with the Smiths use of the strip and the terms of the Agreement.
4. The Agreements contained herein touch and concern, and relate to the use of, the Smiths and Browns properties, and are intended by the parties to be covenants and restrictions running with the land. This document shall therefore be recorded in the Office of Deeds and Records of Lane County, Oregon, to serve as notice to any future owners or occupants of the respective real properties that the permission herein granted by the City is subject to all of the terms of this Agreement.
5. The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors, transferees, successors, and assigns of the parties hereto.
6. Removal of this Agreement from the subject property without the removal of all portions of the structure within 5 feet of the interior property line is an intentional violation of Eugene Code 9.2751(7) and is subject to all available enforcement actions of the City.
7. If any suit, action, or other proceeding, or an appeal there from, is instituted to enforce, compel, or clarify any right or obligation created in this Agreement, the prevailing party shall be entitled to recover from the adverse party, in addition to costs and disbursements, an award of reasonable attorney's fees to be set by the trial or appellate court.

Don Brown

Diane Brown

STATE OF OREGON)
 : ss.
County of Lane)

On this ____ day of _____, 201_, personally appeared before me the above named, _____, and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon

My Commission Expires

Maintenance Access Easement Agreement

Jim Smith

Judy Smith

STATE OF OREGON)
 : ss.
County of Lane)

On this ____ day of _____, 201_, personally appeared before me the above named,
_____, and acknowledged the foregoing instrument to be
their voluntary act and deed.

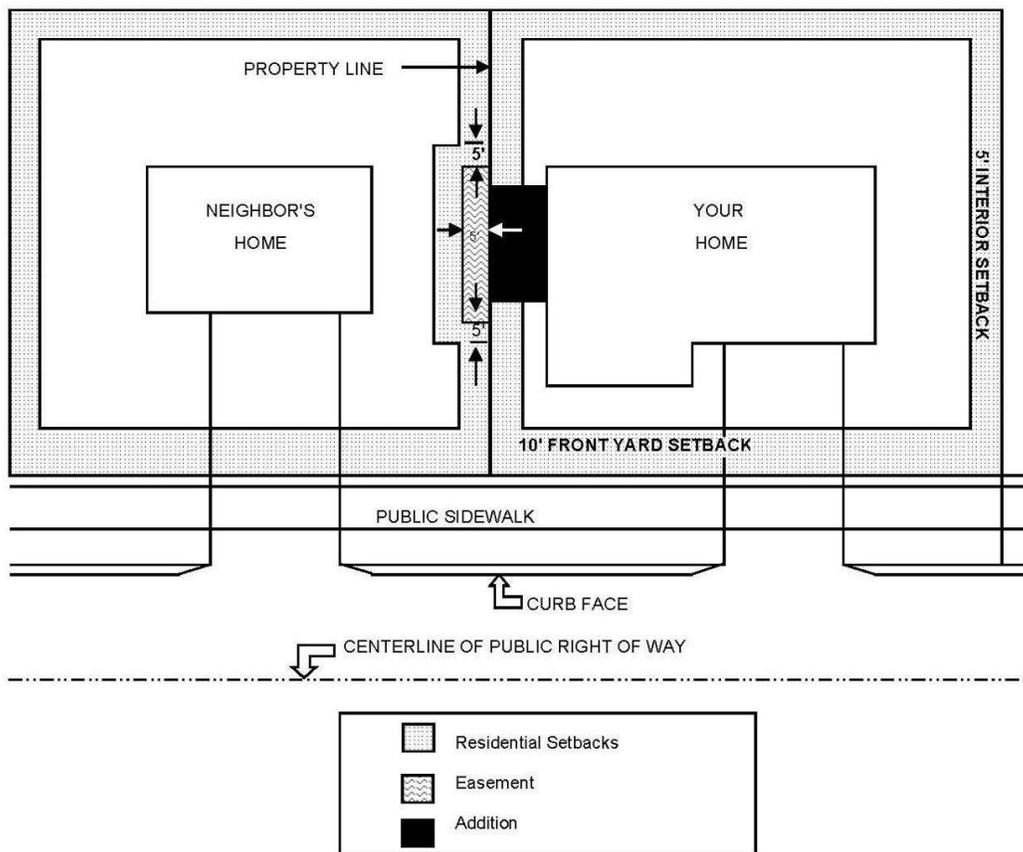
Notary Public for Oregon

My Commission Expires

Maintenance Access Easement Agreement

EXAMPLE OF MAP REQUIRED FOR A MAINTENANCE ACCESS EASEMENT AGREEMENT (Must be attached to Easement Agreement)

Exhibit "A"



- Total length of easement is length of addition plus 5 feet on each end
- Neighbor may not build within 5 feet of your easement line
- There must be at least 10 feet between buildings when project is finished
- Map shall be drawn to scale on an 8 1/2" x 11" or 8 1/2" x 14" sheet