

INDENTURE OF ACCESS

THIS INDENTURE, for no monetary consideration, dated this 5th day of December, 2022, by and between the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, hereinafter called "State", and **STATE STREET HOMES, INC., an Oregon corporation**, hereinafter called "Owner".

WHEREAS, State, by Warranty Deed recorded November 12, 1964, in Book 649, Page 126, Clackamas County Book of Deeds, acquired certain property; which Warranty Deed, in part, reserved access rights, for the service of the grantor's remaining property, to and from the North side of the Mt. Hood Highway opposite Engineer's Stations 760+50 and 762+25, both in a width of 35 feet; and

WHEREAS, Owner, by Statutory Warranty Deed recorded June 29, 2022, Instrument No. 2022-037666, Clackamas County Official Records, acquired fee title to the property affected by the access changes herein made; and

WHEREAS, by Reciprocal Access Easement and Maintenance Agreement recorded June 30, 2022, Instrument No. 2022-037782, Clackamas County Official Records, Owner acquired a property interest at Engineer's Station 759+85; and

WHEREAS, Owner has requested that Owner's access rights at Engineer's Stations 760+50 and 762+25 set out above be terminated, and that access rights be substituted, therefore, to and from the North side of the Mt. Hood Highway opposite Engineer's Station 759+85, in a width of 35 feet (New Access Rights); and

WHEREAS, State is agreeable to the granting of Owner's request.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
PROPERTY MANAGEMENT / ACCESS RESEARCH
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM, OR 97302-1142

NOW THEREFORE, THIS INDENTURE WITNESSETH, that for and in consideration of the grant herein made by State, OWNER does convey unto State, its successors and assigns, Owner's existing access rights at Engineer's Stations 760+50 and 762+25, and STATE, in consideration of the relinquishment and warranties herein made, does grant New Access Rights as set forth above unto Owner and Owner's heirs, successors and assigns.

It is understood that the New Access Rights are to be used and enjoyed in common with the property abutting to the west, described as tax lot 1000, T02S-R04E-S14AD.

It is understood that the access rights at Engineer's Stations 760+50 and 762+25, North side, will continue to serve the property abutting to the east, described as tax lot 900, T02S-R04E-S14AD.

The other remaining provisions in the above-mentioned Warranty Deed to State shall remain in full force and effect, and the access rights herein granted shall be subject to all the provisions of said Warranty Deed, as fully as if set forth herein.

The New Access Rights granted herein are subject to, and may only be exercised in accordance with, the statutes and administrative rules applicable to access control and road approaches. Such access is contingent upon issuance of an approach road permit, and no access rights may be exercised or construction of an approach road begun unless, and until, a standard Approach Road Permit application is submitted and a permit issued by the Oregon Department of Transportation. The approach road may only be constructed or maintained upon issuance of such permit and in accordance with such permit. If the State constructs the approach road during a highway project, Grantor is required to sign a standard Approach Road Permit to ensure proper operation and maintenance of the approach road.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first written above.

**STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION**

By: _____
Georgine Gleason, State Right of Way Manager

STATE OF OREGON, County of Marion

Dated _____, 20____. Personally appeared Georgine Gleason, who being sworn, stated that she is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to her. Before me:

Notary Public for Oregon
My Commission expires _____

**STATE STREET HOMES, INC.,
an Oregon corporation**

By: _____
Brandon Tyler Gill, President

By: _____
Mark Wilde, Secretary

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared Brandon Tyler Gill and Mark Wilde, who, being sworn, stated that they are the President and Secretary of State Street Homes, Inc., an Oregon corporation, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:

Notary Public for Oregon
My Commission expires _____