

FIRST AMERICAN 371 8844-G.R.

After Recording Return to:
State Street Homes, Inc
1233 NW Northrup St.
Suite 125
Portland, OR 97209

Until a Change is requested, all
Tax statements shall be sent to:
No Change in Tax Statements

Clackamas County Official Records		2022-037782
Sherry Hall, County Clerk		06/30/2022 09:41:02 AM
D-E	Cnt=2 Str=73 LESLIE	
\$35.00	\$5.00 \$16.00 \$10.00 \$20.00 \$62.00	\$148.00

RECIPROCAL ACCESS EASMENT AND MAINTENANCE AGREEMENT

WHEREAS, Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust u/a/d August 21, 2019, is the owner of that tract described in Deed Document No. 2019-061145; and

WHEREAS, State Street Homes Inc, an Oregon Domestic Business Corporation, is the owner of that tract described in Deed Document No. 2022-037666; and

WHEREAS, Paola and State Street Homes both wish to provide a mutual private access easement between Paola and State Street Homes' adjacent tracts; and

WHEREAS, Paola and State Street Homes intend that the present and future owner(s) of each tract (collectively "the tracts") shall jointly and equally share in all decisions regarding the private access, as well as the maintenance, snowplowing, and repair costs thereof.

NOW, THEREFORE, the following permanent reciprocal easement and restrictions are hereby imposed upon the tracts and lands involved:

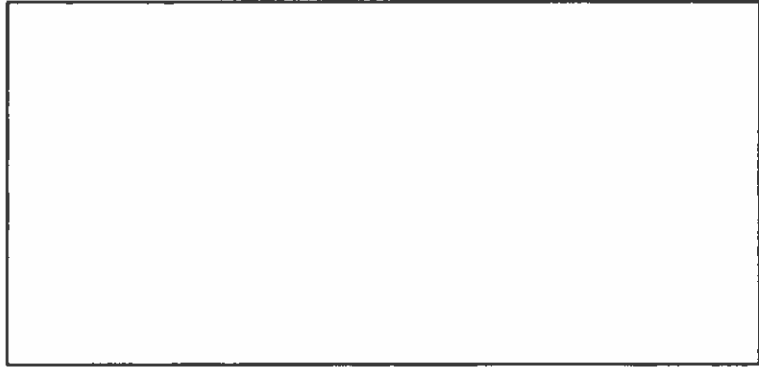
1. A permanent, variable-width access easement is hereby created for the benefit of the tracts as described and depicted in Exhibit 'A'.
2. The easement use granted herein will be appurtenant to, and for the benefit of, both tracts. All owners of the tracts will be subject to this easement and this easement will run with the land and be a covenant binding on all future owners of the tracts and their heirs or successors (collectively the owners).
3. The easement shall be used for private road, access, and utility purposes only. This easement agreement provides an effective and convenient mechanism for the owners to jointly maintain the easement area in a reasonably safe condition, suitable for safe and efficient travel for firefighting, emergency and other public vehicles and personnel

First American Title Accommodation
Recording Assumes No Liability

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NOW, THEREFORE, the following permanent reciprocal easement and restrictions are hereby imposed upon the tracts and lands involved:

1. A permanent, variable-width access easement is hereby created for the benefit of the tracts as described and depicted in Exhibit 'A'.
2. The easement use granted herein will be appurtenant to, and for the benefit of, both tracts. All owners of the tracts will be subject to this easement and this easement will run with the land and be a covenant binding on all future owners of the tracts and their heirs or successors (collectively the owners).
3. The easement shall be used for private road, access, and utility purposes only. This easement agreement provides an effective and convenient mechanism for the owners to jointly maintain the easement area in a reasonably safe condition, suitable for safe and efficient travel for firefighting, emergency and other public vehicles and personnel

for public services, and delivery and business vehicles. It is intended that the easement shall permit year-round access for vehicles and foot traffic to and from Mt. Hood Hwy No. 26 (i.e. the public road) for the tracts.

4. The owners covenant and agree that the tracts shall have unobstructed right of ingress and egress over the easement area. The owners will not prohibit, restrict, limit or in any manner, interfere with the normal ingress and egress and use by way of the owner. Normal ingress and egress and use shall include use by guests, invitees, vendors, tradesmen, delivery persons, emergency service providers, or others bound to or returning from any part of either tract and having a need to use the easement area.
5. The easement shall be jointly maintained by the then-owners of the tracts, with the owner of each tract paying an equal fractional share of the reasonable costs of repairing and maintaining the private road located within the easement. No maintenance, repair, or upgrading of the private road work shall be done, however, until the owners of a majority of the tracts jointly agree on the contractor or contractors to do the work as well as what work will be done. If the owners of the tracts by majority vote cannot agree on the maintenance, alteration, repair, or upgrading work for the private road to be done or cannot agree upon the costs thereof, the owners of the tracts shall together choose one (1) arbitrator whose decision(s) regarding such item(s) shall be final and shall bind the parties. Notwithstanding anything contained in this agreement, the owner of each tract shall maintain and repair the private road access easement so as to always comply with the requirements of all applicable City of Sandy ordinances and in such a manner as to assure that the private easement is safe for travel at all times.
6. Any owner(s) or their guests, contractors, or invitees causing damage to the easement area beyond ordinary wear for commercial use (including any damage caused by construction or other equipment), will be solely responsible for the entire cost of repairs to the satisfaction of the other owners within thirty (30) calendar days of the damage.
7. No vehicle shall be parked on or within the easement, nor shall any impediment be placed, stored, or maintained on or within the easement. It is the intent of this document that the easement shall remain free and clear to allow the owners of each tract (and its invitees) to have full, unimpeded access to their respective tracts which branch off of the easement. No person shall in any way prohibit, restrict, limit, or in any matter interfere with normal ingress and egress and use of the easement (or the private road therein) by any of the other tract owners benefitted by the easement or their invitees.
8. Invalidity of any provisions of this easement by judgment or court order shall in no way effect any of the other provisions of this easement, which shall remain in full force and effect. This easement may not be amended or terminated except upon recordation

in the deed records of Clackamas County, Oregon, of an express written amendment, amendments or termination, as applicable, approved, signed, and acknowledged by all owners of all parcels referencing this agreement.

The true consideration for this conveyance is \$1.00, the receipt of which is hereby acknowledged.

THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

In witness whereof, the parties hereto have hereunder set their hand and seals on the day and year as set forth in their respective acknowledgments. And this easement, covenant, and restriction will be binding upon the undersigned heirs, successors, and assigns.

GRANTORS

Dated this 28th day of July 2022.

Joycelyn D. Paola
Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust

Dated this 28 day of June 2022.

Brandon Gill
Brandon Gill, President of State Street Homes Inc.

RECIPROCAL ACCESS EASMENT AND MAINTENANCE AGREEMENT

in the deed records of Clackamas County, Oregon, of an express written amendment, amendments or termination, as applicable, approved, signed, and acknowledged by all owners of all parcels referencing this agreement.

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In witness whereof, the parties hereto have hereunder set their hand and seals on the day and year as set forth in their respective acknowledgments. And this easement, covenant, and restriction will be binding upon the undersigned heirs, successors, and assigns.

GRANTORS

Dated this _____ day of _____ 20_____.

Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust

Dated this 28 day of June 2022.



Brandon Gill, President of State Street Homes Inc.

APPROVALS AND ACCEPTANCE

Dated this 28th day of June 2022.

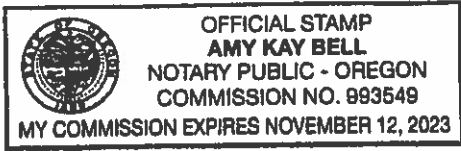
Joycelyn D. Paola
Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust

Dated this 28 day of June 2022.

[Signature]
Brandon Gill, President of State Street Homes Inc.

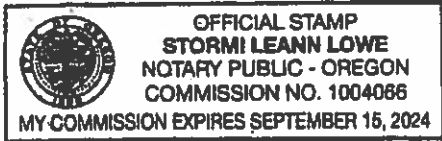
ACKNOWLEDGEMENTS

STATE OF OREGON)
COUNTY OF Clackamas ss.



This instrument was acknowledged before me on this 28th day of June, 2022 by Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust.

Amy Kay Bell
Notary Public for Oregon
My commission expires: 11/12/23



STATE OF OREGON)
COUNTY OF Multnomah ss.

This foregoing instrument was acknowledged before me this 28 day of June, 2022, by Brandon Gill, President of State Street Homes Inc.

[Signature]
Notary Public for Oregon
My commission expires: 9-15-24

APPROVALS AND ACCEPTANCE

Dated this _____ day of _____ 20_____.

Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust

Dated this 28 day of June 2022.



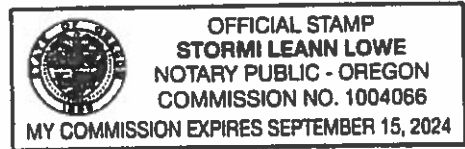
Brandon Gill, President of State Street Homes Inc.

ACKNOWLEDGEMENTS

STATE OF OREGON)
) ss.
COUNTY OF _____)

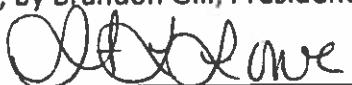
This instrument was acknowledged before me on this _____, day of _____, 20_____ by Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust.

Notary Public for Oregon
My commission expires: _____



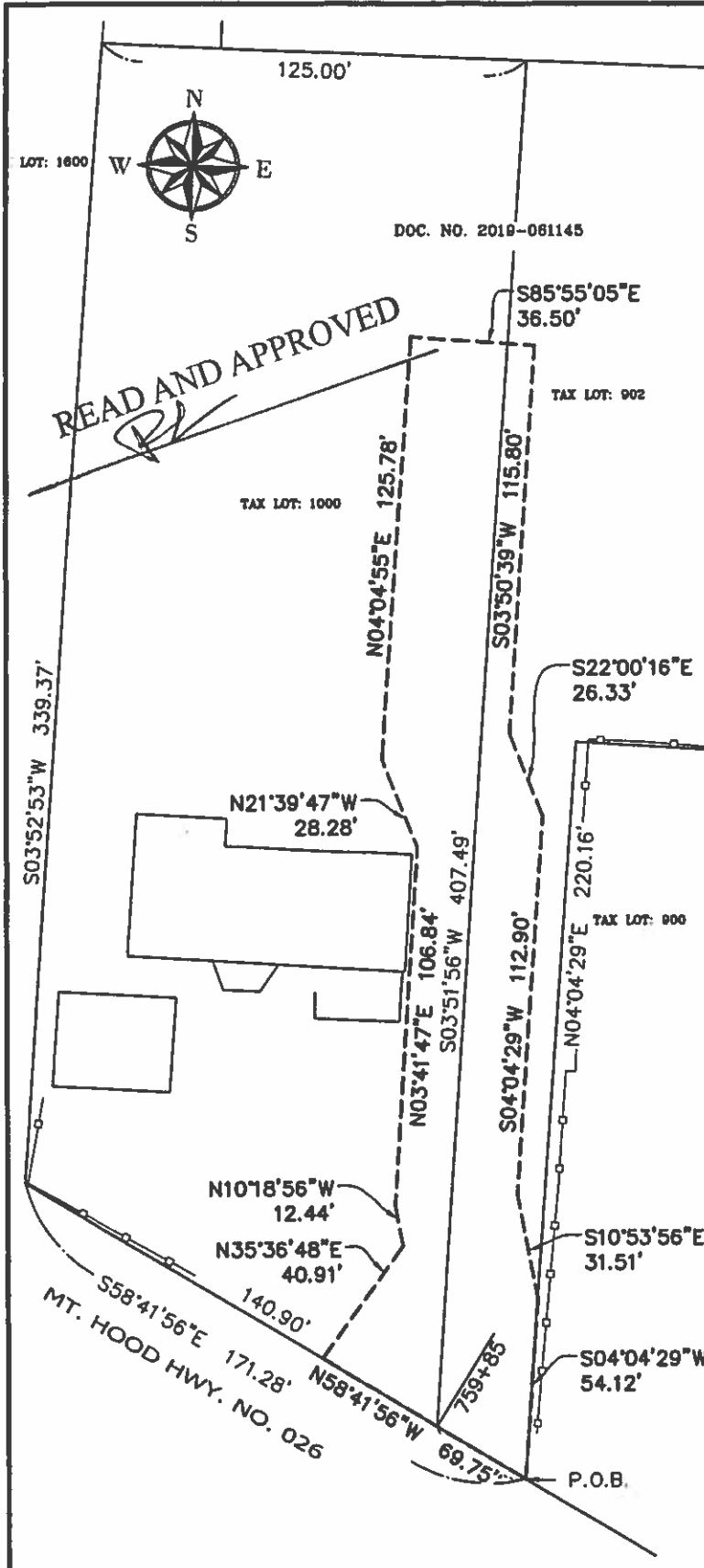
STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

This foregoing instrument was acknowledged before me this 28, day of June, 2022, by Brandon Gill, President of State Street Homes Inc.



Notary Public for Oregon
My commission expires: 9-15-24

EXHIBIT "A"



LEGAL DESCRIPTION

A VARIABLE WIDTH TRACT OF LAND, BEING A PART OF DOCUMENT NO. 2019-061145, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE NE 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF SANDY, CLACKAMAS COUNTY, OREGON, AND AS SHOWN ON THE ADJACENT MAP, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT DESCRIBED IN DEED NO. 2019-061145 (P.O.B.),
 THENCE NORTH 58°41'56" WEST 69.75 FEET ALONG THE NORTH RIGHT-OF-WAY OF MT. HOOD HWY. NO. 26;
 THENCE NORTH 35°36'48" EAST 40.91 FEET;
 THENCE NORTH 10°18'56" WEST 12.44 FEET;
 THENCE NORTH 03°41'47" EAST 106.84 FEET;
 THENCE NORTH 21°39'47" WEST 28.28 FEET;
 THENCE NORTH 04°04'55" EAST 125.78 FEET;
 THENCE SOUTH 85°55'05" EAST 36.50 FEET;
 THENCE SOUTH 03°50'39" WEST 115.80 FEET;
 THENCE SOUTH 22°00'16" EAST 26.33 FEET;
 THENCE SOUTH 04°04'29" WEST 112.90 FEET;
 THENCE SOUTH 10°53'56" EAST 31.51 FEET TO A POINT ON THE EAST PROPERTY LINE OF SAID DEED;
 THENCE ALONG SAID EAST PROPERTY LINE SOUTH 04°04'29" WEST 54.12 FEET; TO SAID POINT OF BEGINNING.

CONTAINING 12,727 SQUARE FEET/ 0.29 AC. MORE OR LESS

BASIS OF BEARING IS PER GPS OBSERVATION ON CONTROL POINTS (OR NORTH 2011)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha Kay Tanner

OREGON
MAY 26, 2015
SAMANTHA KAY TANNER
90079PLS

RENEWS 6/30/2024

SCALE: 1" = 50' ON 8.5"x11" SHEET

PLOT DATE: 6/22/2022

FILE NAME: 21013 EASEMENTS2.DWG

45th PARALLEL GEOMATICS, LLC
P.O. BOX 1863, HOOD RIVER, OREGON 97031
STANNER@45THPARALLELGEOMATICS.COM

RECIPROCAL ACCESS AND
UTILITY EASEMENT
EXHIBIT 'A'
LOCATED IN THE NE 1/4 SECTION 14, TOWNSHIP 2
SOUTH, RANGE 4 EAST, WILLAMETTE MERIDIAN

STATE STREET HOMES
1233 NW NORTHURP STREET
PORTLAND, OREGON 97209

1
1

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Clackamas County Official Records		2022-037783
Sherry Hall, County Clerk		
		06/30/2022 09:41:02 AM
D-E	Cnt=1 Stn=73 LESLIE	
\$25.00	\$16.00 \$10.00 \$62.00	\$113.00

STORM SEWER EASEMENT

Grantor: Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust u/a/d August 21, 2019, owner of that tract described in Deed Document No. 2019-061145

Grantee: State Street Homes Inc, an Oregon Domestic Business Corporation, owner of that tract described in Deed Document No. 2022-0376666

First American Title Accommodation
Recording Assumes No Liability

1. **Grant of Easement.** The above-named hereby grants and conveys an easement to the Grantee, its agents, successors and assigns, on, over and across the property legally described and depicted in attached Exhibit 'A' ("Easement Area") for the purposes set forth herein.
2. **Purpose of Easement.** Grantee, its agents, contractors and permittees, may use the Easement Area for the following purposes:

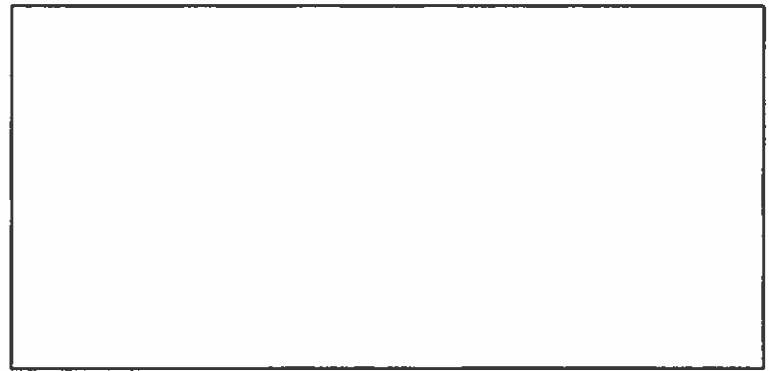
Storm Sewer: To install, construct, reconstruct, alter, improve, remove, access, repair, maintain, replace and operate a private storm sewer subject to all applicable municipal codes and regulations, together with all necessary connections and appurtenances thereto including without limitation sewer piping, manholes, access roadway, sumps, pump stations, vaults, catch basins, and inlets (collectively the "Facilities").

3. **Access.** Grantee shall have the right of ingress to and egress from the Easement Area over and across the Property for the purpose of installing, constructing, reconstructing, altering, improving, removing, repairing, maintaining, replacing, and operating the Facilities within the Easement Area.
4. **Restoration.** Promptly Following initial installation and construction of, and thereafter following any work in the Easement Area, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property, including the

FIRST AMERICAN 371 8844-GK

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STORM SEWER EASEMENT

Grantor: Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust u/a/d August 21, 2019, owner of that tract described in Deed Document No. 2019-061145

Grantee: State Street Homes Inc, an Oregon Domestic Business Corporation, owner of that tract described in Deed Document No. 2022-037666

1. **Grant of Easement.** The above-named hereby grants and conveys an easement to the Grantee, its agents, successors and assigns, on, over and across the property legally described and depicted in attached Exhibit 'A' ("Easement Area") for the purposes set forth herein.

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees, may use the Easement Area for the following purposes:

Storm Sewer: To install, construct, reconstruct, alter, improve, remove, access, repair, maintain, replace and operate a private storm sewer subject to all applicable municipal codes and regulations, together with all necessary connections and appurtenances thereto including without limitation sewer piping, manholes, access roadway, sumps, pump stations, vaults, catch basins, and inlets (collectively the "Facilities").

3. **Access.** Grantee shall have the right of ingress to and egress from the Easement Area over and across the Property for the purpose of installing, constructing, reconstructing, altering, improving, removing, repairing, maintaining, replacing, and operating the Facilities within the Easement Area.

4. **Restoration.** Promptly Following initial installation and construction of, and thereafter following any work in the Easement Area, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property, including the

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Easement Area, affected by Grantee's work to the condition existing immediately prior to such work. All such restoration shall be performed in a workmanlike manner, in accordance with all applicable laws, ordinances and codes. All such work shall be performed as soon as reasonably possible after the completion of Grantee's work shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of the Property. Grantee shall at all times while this Easement is in effect defend, indemnify and hold Grantor, its agents and employees harmless from any work conducted in the Easement Area or Grantor's use of the Easement Area.

5. **Consideration for Easement.** The consideration for this easement is \$ 1.00, together other good and valuable consideration, the receipt of which is hereby acknowledged.
6. **Easement to Bind Successors / Amendment of Easement.** This Easement shall run with the land, shall be binding upon the Grantor's and Grantee's successors and assigns in perpetuity, and may only be modified by the Grantee and Grantor by execution of a recordable document.
7. **Interference With Easement.** Grantor may utilize the Easement area provided said use is not inconsistent or does not interfere with the Grantee's use and of the purposes of this easement. No building construction, material storage, grade reduction, or tree planting shall be permitted within the Easement without prior written approval of Grantee's Public Works Director. No other utilities, facilities, or easements shall be located within the boundaries of the Easement without prior written approval of Grantee's Public Works Director.
8. **Warranty of Title.** Grantor warrants to Grantee that Grantor has full legal and equitable title to the real property upon which this easement is granted.

THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.


GRANTOR

Dated this _____ day of _____ 20____.

Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust

APPROVAL AND ACCEPTANCE

Dated this _____ day of _____ 20____.



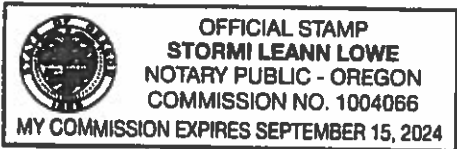
Brandon Gill, President of State Street Homes Inc.

ACKNOWLEDGEMENTS

STATE OF OREGON)
) ss.
COUNTY OF _____)


This instrument was acknowledged before me on this _____, day of _____, 20____ by Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust.

Notary Public for Oregon
My commission expires: _____



STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

This foregoing instrument was acknowledged before me this 28th day of June, 2022, by Brandon Gill, President of State Street Homes Inc.



Notary Public for Oregon
My commission expires: 9-15-24

GRANTOR

Dated this 20th day of June, 2022.

Joycelyn D. Paola
Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust

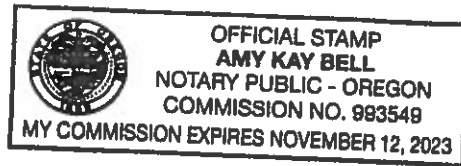
APPROVAL AND ACCEPTANCE

Dated this _____ day of _____, 20____.

Brandon Gill
Brandon Gill, President of State Street Homes Inc.

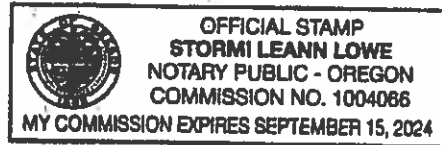
ACKNOWLEDGEMENTS

STATE OF OREGON)
COUNTY OF Clackamas) ss.



This instrument was acknowledged before me on this 20th day of June, 2022 by Joycelyn D. Paola, Trustee of the J.D. Paola Revocable Living Trust.

Amy K Bell
Notary Public for Oregon
My commission expires: 11 | 12 | 23



STATE OF OREGON)
COUNTY OF Multnomah) ss.

This foregoing instrument was acknowledged before me this 28th day of June, 2022, by Brandon Gill, President of State Street Homes Inc.

Stormi Lowe
Notary Public for Oregon
My commission expires: 9-15-24

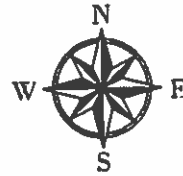
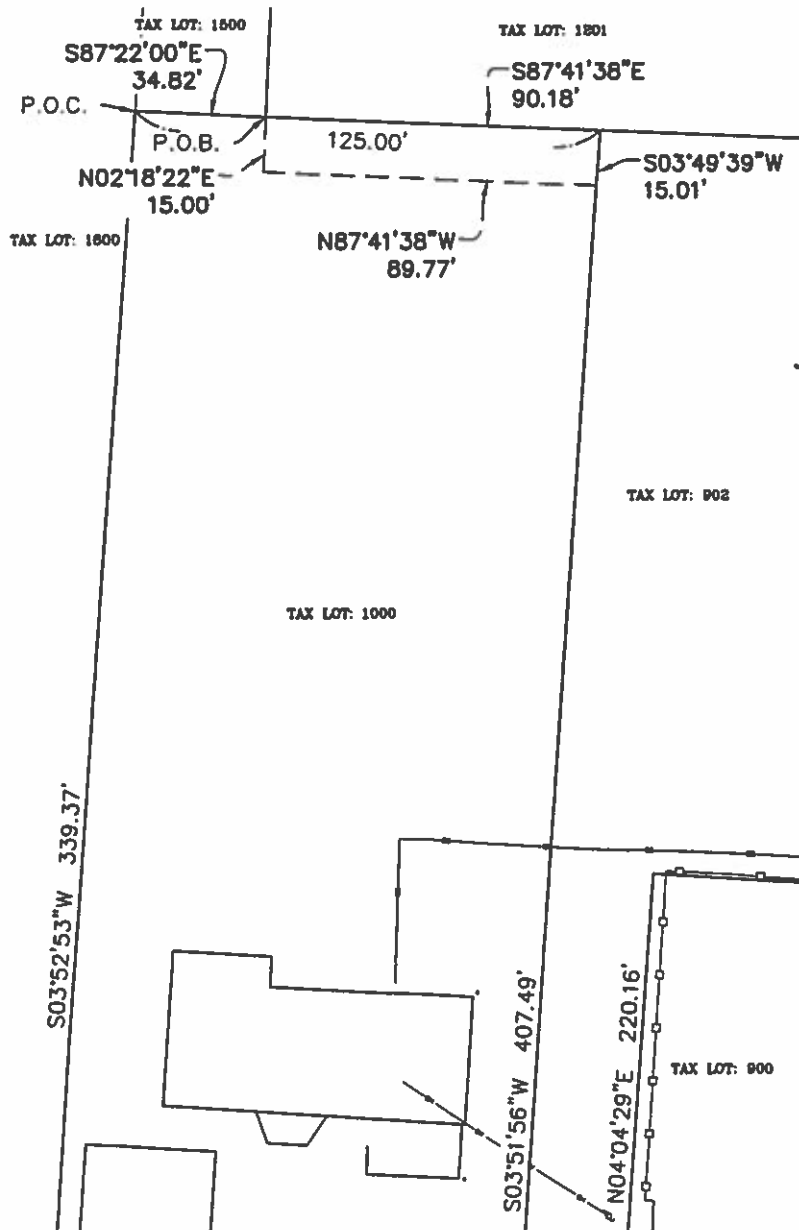
EXHIBIT "A"

LEGAL DESCRIPTION

A 15-FOOT WIDE TRACT OF LAND, BEING A PART OF DOCUMENT NO. 2019-061145, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE NE 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF SANDY, CLACKAMAS COUNTY, OREGON, AND AS SHOWN ON THE ADJACENT MAP, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN DEED NO. 2019-061145 (P.O.C.), THENCE SOUTH 87°22'00" EAST 34.82 FEET ALONG THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DOC. NO. 2021-076221, CLACKAMAS COUNTY DEED RECORDS TO THE SOUTHEAST CORNER THEREOF, BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THAT TRACT DESCRIBED AS PARCEL 3 IN DOC. NO. 2015-018980, CLACKAMAS COUNTY DEED RECORDS SOUTH 87°41'38" EAST 90.18 FEET TO THE NORTHEAST CORNER OF THAT TRACT DESCRIBED IN BOOK 607 PAGE 739, CLACKAMAS COUNTY DEED RECORDS; THENCE SOUTH 03°49'39" WEST 15.01 FEET ALONG THE EAST LINE THEREOF; THENCE NORTH 87°41'38" WEST 89.77 FEET 15.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE; THENCE NORTH 02°18'22" EAST 15.00 FEET TO SAID POINT OF BEGINNING. CONTAINING 1,350 SQUARE FEET MORE OR LESS.

BASIS OF BEARING IS PER GPS OBSERVATION ON CONTROL POINTS.



READ AND APPROVED
RL

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DRAFT

OREGON
MAY 26, 2015
SAMANTHA KAY TANNER
90079PLS

RENEWS 6/30/2024

SCALE: 1" = 50' ON 8.5"x11" SHEET

PLOT DATE: 6/15/2022

FILE NAME: 21013 EASEMENTS.DWG

45th PARALLEL GEOMATICS, LLC

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STANNER@45THPARALLELGEOMATICS.COM

**15-FOOT WIDE STORM SEWER EASEMENT
EXHIBIT 'A'**

LOCATED IN THE NE 1/4 SECTION 14, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, WILLAMETTE MERIDIAN

STATE STREET HOMES
1233 NW NORTHROP STREET
PORTLAND, OREGON 97209

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