



\$76.00

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09/30/2016 10:31:25 AM

*Plu Faster Permits*

After recording return to:  
Bureau of Development Services  
1900 SW Fourth Avenue, Suite 5000  
Portland, OR 97201

1R-COVNT

Pgs=6 Stn=11 ATKRH

\$30.00 \$5.00 \$11.00 \$20.00 \$10.00

**COVENANT FOR FUTURE EASEMENT  
AND MAINTENANCE AGREEMENT EFFECTIVE UPON DATE OF SALE**

**RECITALS**

- A. H. Hudson Homes Inc., is the record owner of the parcels described in Section 1 below.
- B. Declarant has submitted an application to the City of Portland for a permit to build a 2-unit attached structure with common use building elements and utilities on individual tax lots at 4705 N Congress Ave (Parcel 1) and 4711 N Congress Ave (Parcel 2) in the City of Portland, Multnomah County Oregon.
- C. The parcels described in Section 1 below have shared or common use building elements and utilities that cross property lines, including, but not limited to: fire walls, foundations, structural sheathing, connectors, eaves and overhangs, roofing, flashing, rain gutters and downspouts, exterior finish materials, rain drains, and footing drains that are shared or used in common or necessary for lateral stability or that cross common property lines (hereinafter "Elements"), as further specified on the plat attached hereto as "Exhibit B." Such Elements will need to be maintained by the current and future owners of the parcels.
- D. The parcels described in Section 1 below contain the following common areas and on-site improvements: Foundations, Walls, Siding, Sheathing, Weather Barriers, Roofing, Fasteners, Flashings, Paints and Sealants. The surface drainage provisions for the parcels include: Separate Dry Well for each Parcel.
- E. Declarant desires to clarify responsibilities regarding the easement and maintenance of the Elements and to enter into an agreement to create a "Covenant for Future Easement and Maintenance Agreement Effective Upon Date of Sale" (hereinafter "Agreement") for the Elements and to establish rules and regulations to govern the use, maintenance and repair of the Elements and the easement.
- F. Declarant agrees to record this Agreement for each parcel, to provide record notice of the terms of this Agreement, and to bind subsequent transferees of the parcels described in Section 1 below to the terms of this Agreement. Declarant acknowledges that Declarant must provide the Portland Bureau of Development Services with a copy of the recorded Agreement prior to issuance of the building permit described in Section B above.
- G. In consideration of the promises in this Agreement, NOW, THEREFORE, the Declarant agrees as follows:

*SCAN*

B.O. Initial: *TAC*

*6*

A property owner repairing or reconstructing an Element shall have the right to access over the adjacent property owner's lot to the extent reasonably necessary to affect the repair or construction. Property owners will return the Element to the same condition it was in prior to the repair or maintenance. All maintenance and repairs shall be completed within a reasonable period of time.

If any portion of any shared fire wall or other part of a building or structure now or hereafter constructed upon the parcels described in Section 1 above encroaches upon any part of the lot or lots used or designated for use by another property owner, an easement for the encroachment and for the maintenance of same shall immediately be granted and reserved and shall exist and be binding upon the owner and upon all present and future owners of such encroaching building or structure for the purpose of occupying and maintaining the same; in the event a unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements shall be immediately granted and reserved in and upon each unit and lot to repair.

8. INDEMNIFICATION. Declarant, Declarant's successors and assigns shall hold harmless, defend and indemnify the City of Portland, its officers, agents, officials, and employees against all claims, demands, actions and suits, including attorneys' fees and costs, brought against any of them arising out of or resulting from the terms of this Agreement.

9. USE OF EASEMENT BY OWNERS OF PROPERTY. Declarant, Declarant's successors and assigns shall be allowed access to the easement and use of the easement so long as such use does not interfere with the use of the easement for its intended purpose or obstruct any portion of the easement. Declarant shall not place or allow any obstructions to be placed within the easement that would in any way interfere with the use of the easement for its intended purpose.

10. CONSIDERATION. Part of the consideration for the execution of this Agreement is to provide for compliance with the most current Oregon Residential Specialty Code Section R302.2.1, which provides that where townhouses are separated by real property lines and any building elements or utilities cross such real property lines, an easement and maintenance agreement must be created and signed by the affected property owners. Such easement and maintenance agreement must be provided in a form that is acceptable to the City of Portland as the local building official.

11. THIRD PARTY BENEFICIARY. Declarant agrees that the City of Portland is intended to be the sole third party beneficiary of this Agreement, and that this Agreement shall not be modified or suspended without the prior written approval of the City of Portland building official.

12. OREGON LAW AND FORUM. This Agreement shall be construed according to the laws of the State of Oregon even if Oregon's choice of law rules otherwise would require application of the law of a different jurisdiction. Any litigation arising under or regarding this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division. Any arbitration or other form of alternative dispute resolution arising out of this Agreement shall take place in an appropriate forum within Portland, Oregon.

13. SEVERABILITY. Each provision of this Agreement shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Agreement.

B.O. Initial: JAC

IN WITNESS WHEREOF, the parties have caused this Agreement as of the date set forth below.

DECLARANT: H. Hudson Homes Inc.

[Signature] DATE: 9.30.16  
(signature)

By: George Hale  
(printed name)

Title: Pres. owner

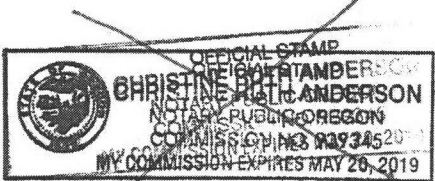
ADDRESS:  
H. Hudson Homes, 9700 Capital Hwy. #100, Portland, Oregon 97219

STATE OF OREGON )  
County of Multnomah ) ss.

Personally appeared before me this 30<sup>th</sup> day of September, 2016 by George Hale as President of H. Hudson Homes Inc. and acknowledged the foregoing instrument to be his/her voluntary act and deed.

By: [Signature]  
Notary Public for Oregon

My Commission Expires: MAY 20 2019



Approved as to form:  
[Signature] Date: 9.29.2016

Building Official or Designee (signature)  
TARA CARLSON, RESIDENTIAL PLANS EXAMINER  
(printed name) (title)



B.O. Initial: TAC

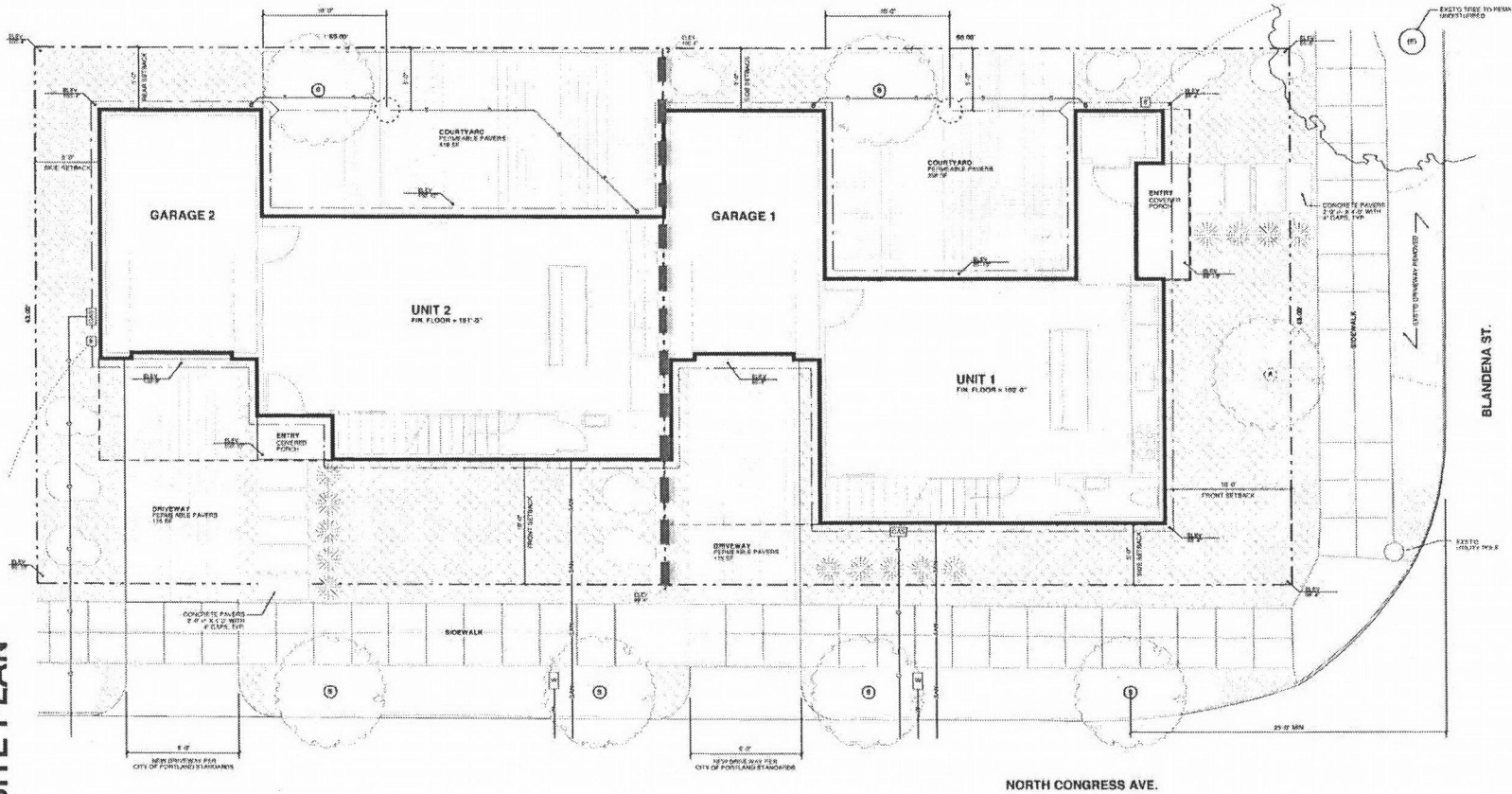
## EXHIBIT A

**PARCEL #1:** Parcel 1 Partition Plat No. 2016-71. Central Albina Add,  
Block 6, N 1/2 of Lot 4. R64967-2810, 1N1E22AC-20501

**PARCEL #2:** Parcel 2 Partition Plat No. 2016-71. Central Albina Add,  
Block 6, S 1/2 of Lot 4. R64967-2820, 1N1E22AC-20502

B.O Initial: TAC

**EXHIBIT B - SITE PLAN**



B.O Initial: *[Signature]*