

SCAN

GRANTORS
Judson Threlkeld
19503 NE 6th Street
Camas, WA 98607

Multnomah County Official Records
M Vaughn, Deputy Clerk

2017-128779

10/24/2017 11:46:17 AM

1R-COVNT Pgs=7 Str=0 ABELLER
\$5.00 \$6.00 \$35.00 \$11.00 \$20.00

\$77.00

GRANTEES
Judson Threlkeld
19503 NE 6th Street
Camas, WA 98607

After recording return to:

Judson Threlkeld
19503 NE 6th Street
Camas, WA 98607

Bldg M - 2017-035

FIRST AMERICAN

First American Title Accommodation
Recording Assumes No Liability

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

Recitals

A. AGREEMENT AND COVENANT CREATING FUTURE EASEMENT

Judson Threlkeld is the owner of the parcels described in item B below. The undersigned is hereinafter referred to as "Owner".

Owners desire to burden Parcels 1 and 2 described with a covenant that will create a reciprocal easement in perpetuity for access to benefit Parcels 1 and 2 upon the date of the first conveyance of each of the parcels.

Owners desire to clarify Owners responsibilities with regards to the easement

B. LEGAL DESCRIPTIONS

Parcel #1 is described as follows: Lot 8, Block 2, Kinzel Park, in the City of Portland, County of Multnomah and State of Oregon

Parcel #2 is described as follows: Lot 7, Block 2, Kinzel Park, in the City of Portland, County of Multnomah and State of Oregon

C. INTENT

The parties desire to enter into an agreement to create a "Covenant Creating Access Easement And Maintenance Agreement Effective Upon Date of Sale" for access and to establish rules and regulations to govern the use, maintenance and repair of the easement.

17-180501-50

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Bldgsm - 2017-035

AGREEMENT

1. CREATION OF COVENANT FOR EASEMENT FOR ACCESS AND MAINTENANCE AGREEMENT:

Owners convey the rights under this agreement for access to the successors in interest to Parcels 1 and 2 as depicted in the drawing set forth in attached Exhibit "A" Pages 1-3 and as described as follows:

See Attached Exhibit "A" Pages 1-3

Owners, their successors and assigns, covenant that Parcels 1 and 2 described in Section B above shall be burdened with an easement for access benefiting Parcels 1 and 2 at such time as Parcels 1 or 2 described in section B above is conveyed.

2. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to provide for a covenant which will create a reciprocal easement in perpetuity for access on Parcels 1 and 2 benefiting Parcels 1 and 2 as described in section B above.

3. DURATION AND NATURE OF AGREEMENT

This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned landowner Judson Threlkeld, and all persons claiming under them. It is the intent of Judson Threlkeld to create a continuing obligation and right on the part of themselves and subsequent owners of the subject land.

4. OWNERSHIP

Judson Threlkeld is the owner of the access easement. As Judson Threlkeld shall convey each of the described parcels in Section B of this agreement to subsequent Grantees, each such grantee shall acquire an easement interest in access easement.

5. RELATIONSHIP TO OTHER EASEMENTS OR ENCUMBRANCES

This easement is granted subject to all prior easements or encumbrances of record.

6. ACCEPTANCE OF TERMS-DEED

By acceptance of the conveyance to their property, future owners property described in Paragraph B become parties to and are bound by this agreement whether or not expressly stated in any conveyance.

7. MAINTENANCE AND REPAIR OF THE ACCESS

Owners and their successors in interest agree to maintain and repair the easement at their own expense according to the terms set forth in this agreement. Following any repair or maintenance, Owners will return the easement 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.

Owners and their successors in interest shall have no responsibility for or be obligated in any way to pay for any maintenance and repair of the easement except as set forth in this paragraph. Any damage to the easement due to the intentional, negligent or abnormal use by any party, or the party's agents, invitees or independent contractors, shall be the responsibility of that party and shall be repaired at that party's sole expense.

8. USE OF EASEMENT BY OWNERS OF DECLARANTS PROPERTY.

Grantors, and successors, 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. Grantors shall not place or allow any obstructions to be placed within the easement that would in any way interfere with the use of easement for its intended purpose.

9. OREGON LAW AND FORUM.

The Covenant 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 Covenant 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 Covenant shall take place in an appropriate forum within Portland, Oregon.

10. EFFECTIVE DATE


This covenant shall automatically create the subject easement upon the recording of a deed conveying one of the parcels described in section B above to a third party.

11. SEVERABILITY

Each provision of this Covenant 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 Covenant.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this
24 day of October 2017.

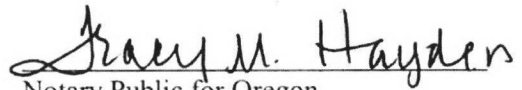
OWNER:



Judson Thralkeld

State of Oregon, County of Multnomah ss.

Personally appeared before me this 24 day of October 2017,
by Judson Thralkeld.


Notary Public for Oregon
My Commission Expires: 3/16/19



Ferguson Land Surveying, Inc.

646 SE 106th Avenue
Portland, Oregon 97216
Phone 503.408.0601
Fax 503.408.0602

EXHIBIT "A" Page 1

Easement Description for 7614 SE Washington

An easement in Lot 8, Block 2, Kinzel Park, situated in the NE $\frac{1}{4}$ of Section 5, Township 1 south, Range 2 East, Willamette Meridian, more fully described as follows:

The East 10.00 feet of Lot 8, Block 2, Kinzel Park, Multnomah County Plat records.

Easement Description for 7622 SE Washington

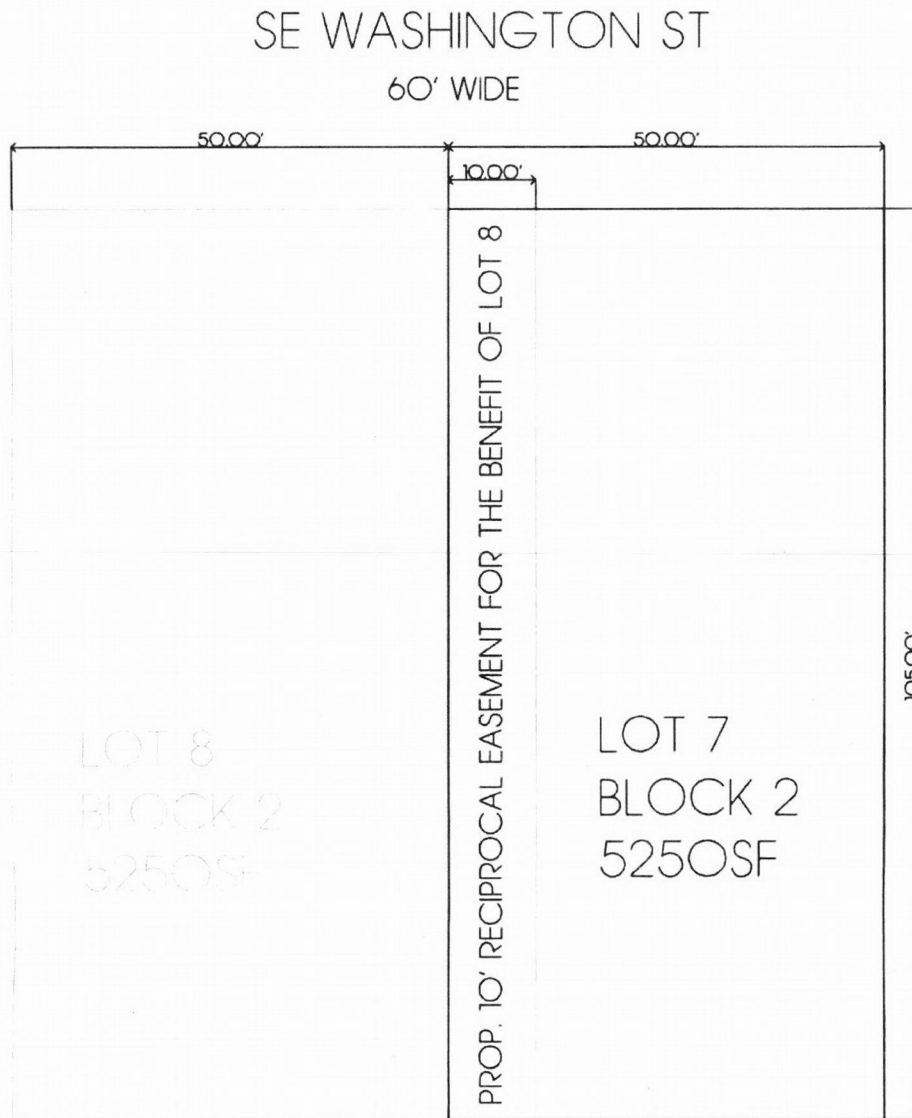
An easement in Lot 7, Block 2, Kinzel Park, situated in the NE $\frac{1}{4}$ of Section 5, Township 1 south, Range 2 East, Willamette Meridian, more fully described as follows:

The West 10.00 feet of Lot 7, Block 2, Kinzel Park, Multnomah County Plat records.

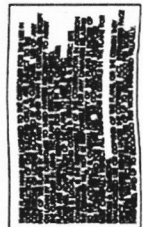
EXHIBIT "A" Page 2

EASEMENT MAP

A part of Lot 7, Block 2, Kinzel Park, situated in the NE 1/4 of Section 5, T.1S., R.2E., W.M., City of Portland, Multnomah County, OR.



SCALE: 1" = 20'



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PLAN 1622 SE
NAME EASEMENT
SHEET EXHIBIT A
DATE 9/13/17

SHEET E.B

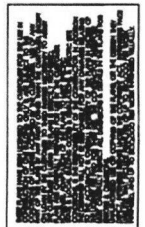
EXHIBIT "A" Page 3

EASEMENT MAP

A part of Lot 8, Block 2, Kinzel Park, situated in the NE 1/4 of Section 5, T.1S., R.2E., W.M., City of Portland, Multnomah County, OR.



SCALE: 1" = 20'



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PLAN#	1614 SE
NAME	EASEMENT
SHEET	EXHIBIT A
DATE	9/13/17
SHEET#	E.B