

Plat Transmittal

The City of Salem requires that the following documents be recorded with the plat of:

Northstar Phase 5

☐ No documents required.

The following documents need to be recorded with the plat:

- | | |
|----------|--|
| 1. _____ | Affidavit of Consent M&T Bank for Reel 4164, Page 149 (Fill in on Sheet 4) |
| 2. _____ | Affidavit of Consent M&T Bank for Reel 4295, Page 14 (Fill in on Sheet 4) |
| 3. _____ | Shared Access and Maintenance Agreement (Fill in on Sheet 2) |



City Signature

Return this form and the documents listed above with the mylar copy of the plat to the Salem City Surveyor's Office.

City of Salem Public Works
Surveyor's Office
471 High Street SE, 2nd Floor, Salem OR 97301
phone: 503-588-6211

AFFIDAVIT OF CONSENT

The undersigned beneficiary of that certain trust deed recorded on February 4, 2019, in Reel 4164, Page 143, Marion County, Oregon Deed Records, hereby consents to the subdividing of that certain real property described on the attached Exhibit "A".


Dated this 2nd day of MARCH, 2020.

Ch. Bl.

V. P. MOT BANK

STATE OF OREGON)
)ss
County of Marion)

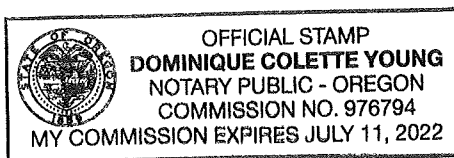
This instrument was acknowledged before me this 2nd day of March, 2020,
by Christopher Blaser as VP for Mt Bank.


Notary Public – State of Oregon

Notary Public – State of Oregon

976 794

Commission Number

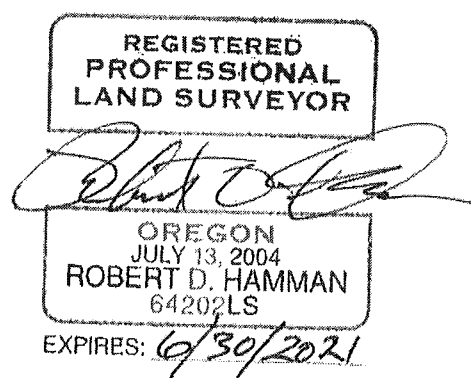


My Commission expires: 7-1-22

After recording Return to:
Multi/Tech Engineering Svcs., Inc.
1155 13th Street SE
Salem, OR 97302

Exhibit A


Lot 279, Northstar Phase 3, as recorded in Volume H48, Page 45, Marion County Book of Town Plats, and Lot 346, Northstar Phase 4, as recorded in Volume H48, Page 54 Marion County Book of Town Plats located in the Southwest Quarter of Section 32, Township 6 South, Range 2 West, and the Northwest Quarter of Section 5, Township 7 South, Range 2 West, of the Willamette Meridian, City of Salem, Marion County, Oregon.



AFFIDAVIT OF CONSENT

The undersigned beneficiary of that certain trust deed recorded on January 31, 2020, in Reel 4295, Page 14, Marion County, Oregon Deed Records, hereby consents to the subdividing of that certain real property described on the attached Exhibit "A".

Dated this 4th day of MARCH, 2020.



M+T Bank - V.P.

STATE OF OREGON)
)ss
County of Clackamas)

This instrument was acknowledged before me this 4th day of March, 2020,
by Christopher Blasch as VP for M+T Bank.

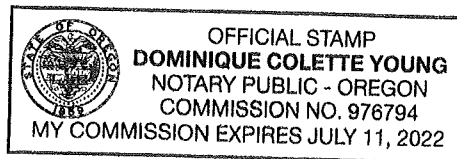


Notary Public - State of Oregon

976794

Commission Number

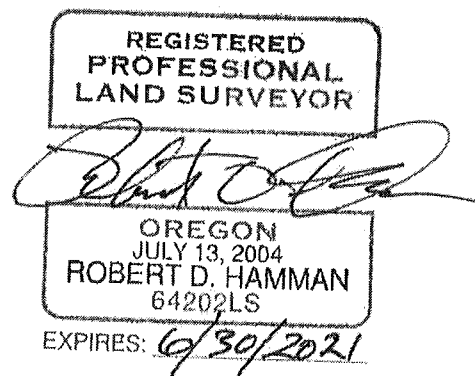
My Commission expires: 7.11.22



After recording Return to:
Multi/Tech Engineering Svcs., Inc.
1155 13th Street SE
Salem, OR 97302

Exhibit A

Lot 279, Northstar Phase 3, as recorded in Volume H48, Page 45, Marion County Book of Town Plats, and Lot 346, Northstar Phase 4, as recorded in Volume H48, Page 54 Marion County Book of Town Plats located in the Southwest Quarter of Section 32, Township 6 South, Range 2 West, and the Northwest Quarter of Section 5, Township 7 South, Range 2 West, of the Willamette Meridian, City of Salem, Marion County, Oregon.



AFTER RECORDING, RETURN TO:
MULTI/TECH Engineering Services, Inc.
1155 13th Street SE
Salem, OR 97302

SHARED ACCESS AND MAINTENANCE AGREEMENT

This Shared Access and Maintenance Agreement (this "Agreement") is made as of the 10 day of April, 2020, by Northstar Communities LLC ("Developer"), an Oregon limited liability company, located at 9550 SE Clackamas Rd, Clackamas, OR 97015.

RECITALS

A. Developer is the owner of the real property in Marion County, Oregon, legally described as Lots 400, 401 and 402, Northstar Phase 5, City of Salem, Marion County, Oregon (each a "Lot" and collectively, the "Lots").

B. The portion of Lot 402 that is described as the "**Private Access and Utility Easement**" on that certain plat (the "**Plat**") entitled NORTHSTAR PHASE 5, CITY OF SALEM, MARION COUNTY, OREGON, recorded in the plat records of Marion County, Oregon, is intended to serve as a private shared access to provide ingress/egress for and to connect Lots 400, 401 and 402 to Apollo Avenue NE (the "Street").

C. The Access Easement Area contains the joint trench dry utilities (the "**Dry Utilities**") jointly serving Lots 400, 401 and 402, which are located approximately along the northerly property line of that portion of Lot 402 that resides in the Access Easement Area, and contains certain wet utilities (the "**Wet Utilities**") that serve each Lot individually, which are located at or around the common boundary line between the Lots in the Access Easement Area (the Dry Utilities and Wet Utilities are collectively referred to as the "**Utilities**"). The Access Easement Area is intended to provide the Lots with a connection to the Street to ensure the Utilities may be installed, operated, and maintained with respect to the three Lots.

D. Developer desires to establish certain reciprocal easements, rights, restrictions, covenants, and conditions with respect to the Access Easement Area and Utilities that burden and benefit Lots 400, 401 and 402 on the terms and conditions set forth in this Agreement.

1. Easement.

1.1 Grant to Lot 402. Developer hereby grants and conveys to Lots 400 and 401 a non-exclusive easement over that portion of the Access Easement Area residing on Lot 402 as legally described on Exhibit A and depicted on Exhibit B for the following purposes and on the terms and conditions of this Agreement: (i) vehicular and pedestrian access to and from the Street; and

(ii) installing, operating, maintaining, repairing, and replacing the Utilities to Lots 400 and 401.

1.2 Operation, Maintenance, Repair, and Replacement. The owner of Lot 400 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that individually serve their Lot, and shall be solely responsible for the performance and cost of any repair or replacement of the shared access pavement and subgrade (the “**Driveway Improvements**”) resulting therefrom. The owner of Lot 401 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that individually serve Lot 401, and shall be solely responsible for the performance and cost of any repair or replacement of the Driveway Improvements resulting therefrom. The owner of Lot 402 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that individually serve Lot 402, and shall be solely responsible for the performance and cost of any repair or replacement of the Driveway Improvements resulting therefrom. The owners of Lots 400, 401 and 402 shall be equally responsible for the performance and cost of the operation, maintenance, repair, and replacement of (collectively “**Shared Maintenance**”): (i) all Utilities that jointly serve the Lots; and (ii) all Driveway Improvements to the extent the same is not the sole responsibility of the owner of each Lot pursuant to the first, second and third sentences of this Section 1.2. In the event any Shared Maintenance is require, the owners of the Lots shall meet to decide on the party to perform such work and agree on the cost of the same. If agreement as to which party is to perform the work or the cost of the same cannot be obtained within sixty (60) days after written notice of the need for the Shared Maintenance is first sent by any owner to the others, then the party to perform the work or the cost of the same shall be determined by a civil engineer licensed in the State of Oregon. If the owners of the Lots agree on and retain a civil engineer within thirty (30) days thereafter, the party to perform the work or the cost of the same shall be determined by the civil engineer. If owners of the Lots cannot agree on and retain a civil engineer within said 30-days period, then each owner shall retain a civil engineer within fifteen (15) days thereafter. Within an additional fifteen (15) days thereafter the civil engineers will designate a fourth civil engineer and the owners of the Lots will retain the fourth civil engineer. The party to perform the work or the cost of the same will be determined by the fourth civil engineer, which determination will be binding on the owners of the Lots. The owners of the Lots will each pay one-third of the fees, costs and expenses of all civil engineers.

2. Willful or Negligent Activities. In the event the Access Easement Area or Utilities is damaged in any manner as a result of the negligent or willful activities of any owner or its guests, employees, licensees, agents, contractors, vendors and any other invitees, whether in the course of activities undertaken pursuant to this Agreement or at any time thereafter, such owner shall, at its sole expense, promptly repair such damage and restore the Access Easement Area and/or Utilities to substantially its condition prior to such damage.

3. Indemnification.

3.1 The owner of Lot 400 shall indemnify, defend and hold harmless the owners of Lots 401 and 402 from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of, in connection with, or in any way related to use of the Access Easement Area by Lot 400, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

3.2 The owner of Lot 401 shall indemnify, defend and hold harmless the owners of Lots 400 and 402 from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of, in connection with, or in any way related to use of the Access Easement Area by Lot 401, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

3.3 The owner of Lot 402 shall indemnify, defend and hold harmless the owners of Lots 400 and 401 from and against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of, in connection with, or in any way related to use of the Access Easement Area by Lot 402, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

4. Duration, Nature, and Effect. The easements, rights, restrictions, covenants, and conditions granted and established hereunder, including the benefits and burdens established therein, shall run with the land, be binding upon Developer and its successors and assigns, and shall not terminate by merger. Each of the easements and rights granted herein is an appurtenance to each Lot, respectively, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to each Lot, respectively. All of the easements, rights, restrictions, covenants, and conditions contained in this Agreement: (i) create equitable servitudes upon each Lot in favor of the other Lots; (ii) constitute covenants running with the land; and (iii) shall bind every person or entity having any fee, leasehold or other interest in any portion of any Lot at any time or from time to time, to the extent that such portion is affected or bound by the easements, rights, restrictions, covenants, and conditions contained in this Agreement, or to the extent that such easements, rights, restrictions, covenants, and conditions contained in this Agreement are to be performed on such portion.

5. Developer License. Developer hereby retains an exclusive, transferrable, non-revocable license on the Lots to construct and install the improvements in connection with the development of the residential community evidenced in the Plat, including, but not limited to, the improvements to be constructed on the Lots.

6. Miscellaneous Provisions.

6.1 Severability. In the event any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void, such sentence or section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the laws governing conflicts of law, of the State of Oregon.

6.3 Attorneys' Fees. If a suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and expenses and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

6.4 Waiver. No waiver of any default under this Easement Agreement by any Owner shall be implied from any omission by any Owner to take any action with respect to such default if such default continues or is repeated.

6.5 Amendment. No modification, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed by Developer or its respective successors or assigns.

[Signature on following page.]

Exhibit A

Beginning at the Southwest corner of Lot 402, Northstar Phase 5 as recorded in Volume _____, Page _____, Marion County Book of Town Plats in the Southwest Quarter of Section 32, Township 6 South, Range 2 West of the Willamette Meridian, City of Salem, Marion County, Oregon; thence along the most Westerly line of said Lot 402 27.83 feet along a 45.00 foot radius curve to the left (the chord of which bears North 24°44'21" West 27.39 feet); thence along the South line of Lots 400 and 401, said Northstar Phase 5, and their extension North 89°21'20" East 124.98 feet; thence South 00°38'40" East 25.00 feet to the Northeast corner of Lot 403, said Northstar Phase 5; thence along the North line of said Lot 403 South 89°21'20" West 113.80 feet to the True Point of Beginning and containing 2946 square feet, more or less.

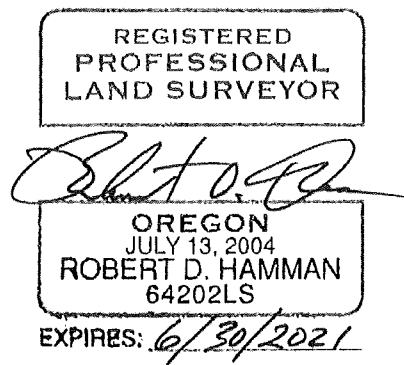
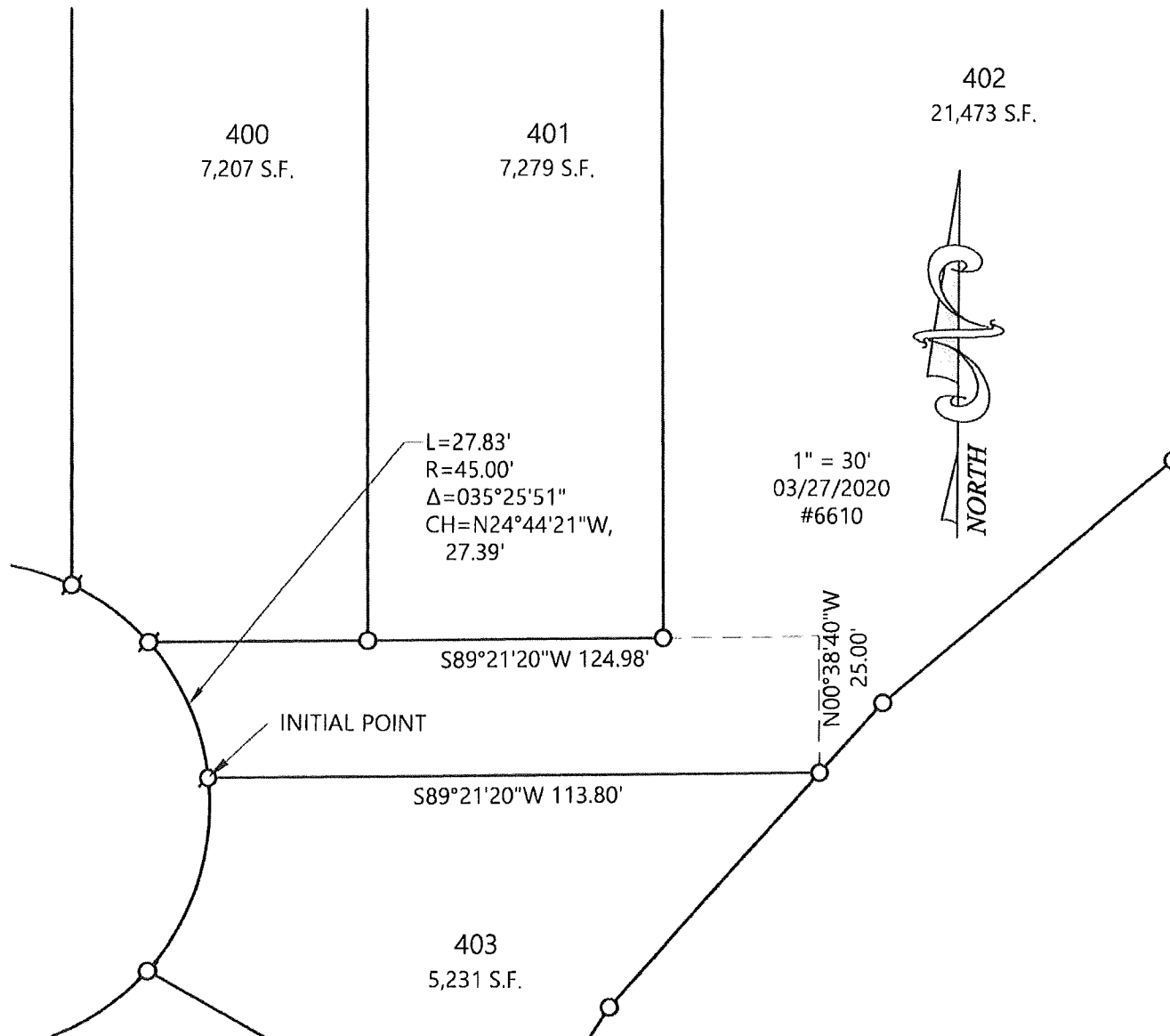


EXHIBIT B



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

EXPIRES: 6-30-2021

BY:
MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E. SALEM, OREGON 97302
503-363-9227