

Plat Transmittal

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

Northstar Phase 6

☐ No documents required.

The following documents need to be recorded with the plat:

Affidavit of Consent	Trust Deed Recorded January 31, 2020 (Recording No. to be added Sheet 7)
Affidavit of Consent	Trust Deed Recorded September 25, 2020 (Recording No. to be added Sheet 7)
AUM Agreement	Access, Utility and Maintenance Agreement Lot 466 (Recording No. to be added Sheet 2, Detail "D")
AUM Agreement	Access, Utility and Maintenance Agreement Lots 528 & 546 (Recording No. to be added Sheet 2, Detail "E")
AUM Agreement	Access, Utility and Maintenance Agreement Lots 524 & 525 (Recording No. to be added Sheet 2, Detail "F")
AUM Agreement	Access, Utility and Maintenance Agreement Lots 502 & 503 (Recording No. to be added Sheet 5, Detail "M")
AUM Agreement	Access, Utility and Maintenance Agreement Lot 499 & Stormwater Facility B (Recording No. to be added Sheet 5, Detail "N")

Paul M. Smith 11/12/2022
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 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 16 day of July, 2020.

Br A Gilman

STATE OF OREGON)
)ss
County of Clackamas)

This instrument was acknowledged before me this 16 th day of July, 2020,
by Brian Jarcho as Vice President.

Bradley Aerin Gilman

Notary Public – State of Oregon

998685

Commission Number

My Commission expires: 4/6/24

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

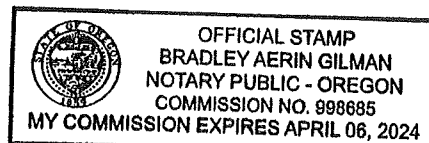


Exhibit A

Lot 457, Northstar Phase 5, as recorded in Volume H48, Page 61, 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 September 25, 2020, in Reel 4389, Page 158, Marion County, Oregon Deed Records, hereby consents to the subdividing of that certain real property described on the attached Exhibit "A".

Dated this 9th day of November, 2020.

DR Horton, Inc.-Portland, a Delaware corporation

By: [Signature]

Kevin Capuzzi, Division President

WASHINGTON

STATE OF ~~OREGON~~)

)ss

County of King)

This instrument was acknowledged before me this 9th day of November, 2020,
by Kevin Capuzzi as Division President of DR Horton, Inc.-Portland.

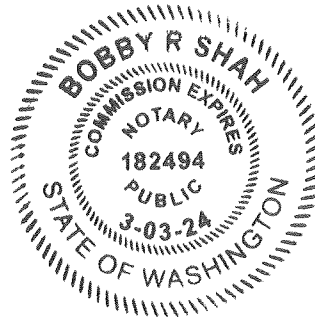
[Signature] Bobby R. Shah

Notary Public – State of ~~Oregon~~ Washington

#182494

Commission Number

My Commission expires: 3/3/24



After recording Return to:

Multi/Tech Engineering Svcs., Inc.

1155 13th Street SE

Salem, OR 97302

Exhibit A

Lot 457, Northstar Phase 5, as recorded in Volume H48, Page 61, 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:
Northstar Communities LLC
27375 SW Parkway
Wilsonville, OR 97070

ACCESS, UTILITY AND MAINTENANCE AGREEMENT

This Access, Utility and Maintenance Agreement (this "Agreement") is made as of the ____ day of _____, 2020, by Northstar Communities LLC ("Developer"), an Oregon limited liability company, located at 27375 SW Parkway, Wilsonville, OR 97070.

RECITALS

A. Developer is the owner of the real property in Marion County, Oregon, legally described as Lot 466 and Stormwater Facility A, Northstar Phase 6, City of Salem, Marion County, Oregon (each a "Lot" and collectively, the "Lots").

B. The portion of Stormwater Facility A that is described as the "**Private Access and Utility Easement to Benefit Lot 466**" (the "Easement") on that certain plat (the "**Plat**") entitled NORTHSTAR PHASE 6, CITY OF SALEM, MARION COUNTY, OREGON, recorded in the plat records of Marion County, Oregon.

C. The Easement contains one or more trenches containing utilities serving Lot 466 (the "**Utilities**"). The Easement is intended to provide Lot 466 with a connection to the Street to ensure the Utilities may be installed, operated, and maintained.

D. Developer desires to establish certain rights, restrictions, covenants, and conditions with respect to the Easement and Utilities that burden and benefit both Lots on the terms and conditions set forth in this Agreement.

1. Easement.

1.1 Purpose of Easement. The Easement established on the Plat is a non-exclusive easement over the Easement for the following purposes and on the terms and conditions of this Agreement: access to and from Lot 466; and installing, operating, maintaining, repairing, and replacing the Utilities.

1.2 Maintenance and Utility. The owner of Lot 466 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that serve Lot 466, and shall be solely responsible for the performance and cost of any repair or replacement of the access pavement and subgrade (the "**Driveway Improvements**").

2. Willful or Negligent Activities. In the event the Driveway Improvements or Utilities are damaged in any manner as a result of the negligent or willful activities of either 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 Easement and/or Utilities to substantially its condition prior to such damage.

3. Indemnification.

3.1 The owner of Lot 466 shall indemnify, defend and hold harmless the owner of Stormwater Facility A 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 Easement by Lot 466, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

3.2 The owner of Stormwater Facility A shall indemnify, defend and hold harmless the owner of Lot 466 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 Easement by Stormwater Facility A, 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 Lot; (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 either 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.

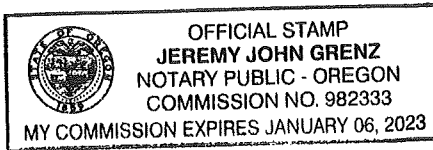
6.3 Attorneys' Fees. If a suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', 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.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

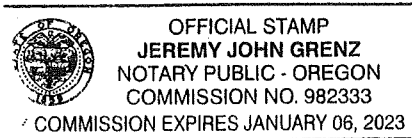


DEVELOPER:

Northstar Communities LLC

A handwritten signature of Eric Lee Meurer in cursive script.

By: Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012
Its: Member



STATE OF OREGON)
) ss.
COUNTY OF MARION)

This instrument was acknowledged before me on the 23 day of October, 2020, by Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012 as a member of Northstar Communities LLC.

A handwritten signature of the Notary Public for Oregon in cursive script.

Notary Public for Oregon
Commission No.: 982333
My Commission Expires: 1-6-2023

AFTER RECORDING, RETURN TO:
Northstar Communities LLC
27375 SW Parkway
Wilsonville, OR 97070

ACCESS, UTILITY AND MAINTENANCE AGREEMENT

This Access, Utility and Maintenance Agreement (this "Agreement") is made as of the ____ day of _____, 2020, by Northstar Communities LLC ("Developer"), an Oregon limited liability company, located at 27375 SW Parkway, Wilsonville, OR 97070.

RECITALS

A. Developer is the owner of the real property in Marion County, Oregon, legally described as Lots 528 and 546, Northstar Phase 6, City of Salem, Marion County, Oregon (each a "Lot" and collectively, the "Lots").

B. This Agreement relates to the portions of Lots 528 and 546 described as the **"20.00' Private Access & Utility Easement to the Benefit of Lots 528 and 546"** (the "Easement") on that certain plat (the "**Plat**") entitled NORTHSTAR PHASE 6, CITY OF SALEM, MARION COUNTY, OREGON, recorded in the plat records of Marion County, Oregon.

C. The Easement contains the joint trench dry utilities (the "**Dry Utilities**") jointly serving both Lots and also 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 Easement (the Dry Utilities and Wet Utilities are collectively referred to as the "**Utilities**").

D. Developer desires to establish certain rights, restrictions, covenants, and conditions with respect to the Easement and Utilities that burden and benefit both Lots on the terms and conditions set forth in this Agreement.

1. Easement.

1.1 Purpose of Easement. The Easement is for the purpose of:

- (a) private shared vehicular and pedestrian access to and from the street; and
- (b) installing, operating, maintaining, repairing, and replacing the Utilities.

1.2 Maintenance and Utility. The owner of Lot 528 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that individually serve Lot 528, 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 546 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that

individually serve Lot 546, and shall be solely responsible for the performance and cost of any repair or replacement of the Driveway Improvements resulting therefrom. The owners of both Lots 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 and second sentences of this Section 1.2. In the event any Shared Maintenance is required, 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 either owner to the other, 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 third civil engineer and the owners of the Lots will retain the third civil engineer. The party to perform the work or the cost of the same will be determined by the third civil engineer, which determination will be binding on the owners of the Lots. The owners of the Lots will each pay half of the fees, costs and expenses of all civil engineers.

2. Willful or Negligent Activities. In the event the Driveway Improvements or Utilities are damaged in any manner as a result of the negligent or willful activities of either 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 Driveway Improvements and/or Utilities to substantially their condition prior to such damage.

3. Indemnification.

3.1 The owner of Lot 528 shall indemnify, defend and hold harmless the owner of Lot 546 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 Easement by Lot 528, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

3.2 The owner of Lot 546 shall indemnify, defend and hold harmless the owner of Lot 528 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 Easement by Lot 546, 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 Lot; (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 either 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.

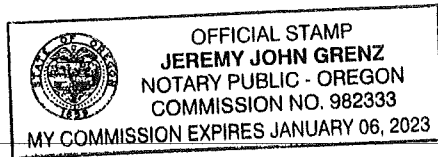
6.4 Waiver. No waiver of any default under this Easement Agreement by any Owner shall be implied from any omission by any Owner to take any action with respect to such default if such default continues or is repeated.


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.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

DEVELOPER:

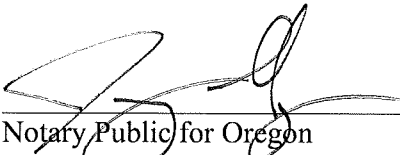
Northstar Communities LLC




By: Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012
Its: Member

STATE OF OREGON)
) ss.
COUNTY OF MARION)

This instrument was acknowledged before me on the 23 day of October, 2020, by Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012 as a member of Northstar Communities LLC.


Notary Public for Oregon
Commission No.: 982333
My Commission Expires: 1-6-2023

AFTER RECORDING, RETURN TO:
Northstar Communities LLC
27375 SW Parkway
Wilsonville, OR 97070

ACCESS, UTILITY AND MAINTENANCE AGREEMENT

This Access, Utility and Maintenance Agreement (this "Agreement") is made as of the ____ day of _____, 2020, by Northstar Communities LLC ("Developer"), an Oregon limited liability company, located at 27375 SW Parkway, Wilsonville, OR 97070.

RECITALS

A. Developer is the owner of the real property in Marion County, Oregon, legally described as Lots 524 and 525, Northstar Phase 6, City of Salem, Marion County, Oregon (each a "Lot" and collectively, the "Lots").

B. This Agreement relates to the portions of Lots 524 and 525 described as the **"20.00' Private Access & Utility Easement to the Benefit of Lots 524 and 525"** (the "Easement") on that certain plat (the "Plat") entitled NORTHSTAR PHASE 6, CITY OF SALEM, MARION COUNTY, OREGON, recorded in the plat records of Marion County, Oregon.

C. The Easement contains the joint trench dry utilities (the **"Dry Utilities"**) jointly serving both Lots and also 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 Easement (the Dry Utilities and Wet Utilities are collectively referred to as the **"Utilities"**).

D. Developer desires to establish certain rights, restrictions, covenants, and conditions with respect to the Easement and Utilities that burden and benefit both Lots on the terms and conditions set forth in this Agreement.

1. Easement.

- 1.1 Purpose of Easement. The Easement is for the purpose of:
- (a) private shared vehicular and pedestrian access to and from the street; and
 - (b) installing, operating, maintaining, repairing, and replacing the Utilities.

1.2 Maintenance and Utility. The owner of Lot 524 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that individually serve Lot 524, 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 525 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that

individually serve Lot 525, and shall be solely responsible for the performance and cost of any repair or replacement of the Driveway Improvements resulting therefrom. The owners of both Lots 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 and second sentences of this Section 1.2. In the event any Shared Maintenance is required, 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 either owner to the other, 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 third civil engineer and the owners of the Lots will retain the third civil engineer. The party to perform the work or the cost of the same will be determined by the third civil engineer, which determination will be binding on the owners of the Lots. The owners of the Lots will each pay half of the fees, costs and expenses of all civil engineers.

2. Willful or Negligent Activities. In the event the Driveway Improvements or Utilities are damaged in any manner as a result of the negligent or willful activities of either 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 Driveway Improvements and/or Utilities to substantially their condition prior to such damage.

3. Indemnification.

3.1 The owner of Lot 524 shall indemnify, defend and hold harmless the owner of Lot 525 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 Easement by Lot 524, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

3.2 The owner of Lot 525 shall indemnify, defend and hold harmless the owner of Lot 524 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 Easement by Lot 525, 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 Lot; (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 either 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.

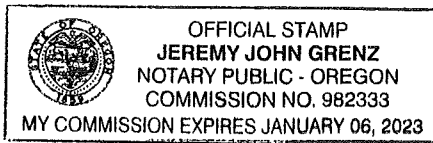
6.4 Waiver. No waiver of any default under this Easement Agreement by any Owner shall be implied from any omission by any Owner to take any action with respect to such default if such default continues or is repeated.

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.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

DEVELOPER:

Northstar Communities LLC



A handwritten signature of Eric Lee Meurer in cursive script.

By: Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012

Its: Member

STATE OF OREGON)
) ss.
COUNTY OF MARION)

This instrument was acknowledged before me on the 23 day of October, 2020, by Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012 as a member of Northstar Communities LLC.

A handwritten signature of the Notary Public, Jeremy John Grenz, in cursive script.

Notary Public for Oregon

Commission No.: 982333

My Commission Expires: 1-6-2023

AFTER RECORDING, RETURN TO:
Northstar Communities LLC
27375 SW Parkway
Wilsonville, OR 97070

ACCESS, UTILITY AND MAINTENANCE AGREEMENT

This Access, Utility and Maintenance Agreement (this “Agreement”) is made as of the ____ day of _____, 2020, by Northstar Communities LLC (“Developer”), an Oregon limited liability company, located at 27375 SW Parkway, Wilsonville, OR 97070.

RECITALS

A. Developer is the owner of the real property in Marion County, Oregon, legally described as Lots 502 and 503, Northstar Phase 6, City of Salem, Marion County, Oregon (each a “Lot” and collectively, the “Lots”).

B. This Agreement relates to the portions of Lots 502 and 503 described as the **“20.00’ Private Access & Utility Easement to the Benefit of Lots 502 and 503”** (the “Easement”) on that certain plat (the **“Plat”**) entitled NORTHSTAR PHASE 6, CITY OF SALEM, MARION COUNTY, OREGON, recorded in the plat records of Marion County, Oregon.

C. The Easement contains the joint trench dry utilities (the **“Dry Utilities”**) jointly serving both Lots and also 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 Easement (the Dry Utilities and Wet Utilities are collectively referred to as the **“Utilities”**).

D. Developer desires to establish certain rights, restrictions, covenants, and conditions with respect to the Easement and Utilities that burden and benefit both Lots on the terms and conditions set forth in this Agreement.

1. Easement.

- 1.1 Purpose of Easement. The Easement is for the purpose of:
- (a) private shared vehicular and pedestrian access to and from the street; and
 - (b) installing, operating, maintaining, repairing, and replacing the Utilities.

1.2 Maintenance and Utility. The owner of Lot 502 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that individually serve Lot 502, 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 503 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that

individually serve Lot 503, and shall be solely responsible for the performance and cost of any repair or replacement of the Driveway Improvements resulting therefrom. The owners of both Lots 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 and second sentences of this Section 1.2. In the event any Shared Maintenance is required, 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 either owner to the other, 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 third civil engineer and the owners of the Lots will retain the third civil engineer. The party to perform the work or the cost of the same will be determined by the third civil engineer, which determination will be binding on the owners of the Lots. The owners of the Lots will each pay half of the fees, costs and expenses of all civil engineers.

2. Willful or Negligent Activities. In the event the Driveway Improvements or Utilities are damaged in any manner as a result of the negligent or willful activities of either 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 Driveway Improvements and/or Utilities to substantially their condition prior to such damage.

3. Indemnification.

3.1 The owner of Lot 502 shall indemnify, defend and hold harmless the owner of Lot 503 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 Easement by Lot 502, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

3.2 The owner of Lot 503 shall indemnify, defend and hold harmless the owner of Lot 502 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 Easement by Lot 503, 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 Lot; (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 either 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.

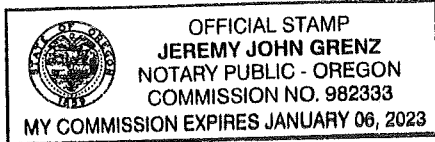
6.4 Waiver. No waiver of any default under this Easement Agreement by any Owner shall be implied from any omission by any Owner to take any action with respect to such default if such default continues or is repeated.


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.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

DEVELOPER:

Northstar Communities LLC

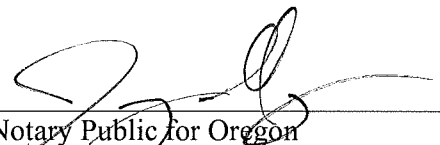



By: Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012

Its: Member

STATE OF OREGON)
) ss.
COUNTY OF MARION)

This instrument was acknowledged before me on the 23 day of October, 2020, by Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012 as a member of Northstar Communities LLC.


Notary Public for Oregon
Commission No.: 982333
My Commission Expires: 1-6-2023

AFTER RECORDING, RETURN TO:
Northstar Communities LLC
27375 SW Parkway
Wilsonville, OR 97070

ACCESS, UTILITY AND MAINTENANCE AGREEMENT

This Access, Utility and Maintenance Agreement (this “Agreement”) is made as of the ____ day of _____, 2020, by Northstar Communities LLC (“Developer”), an Oregon limited liability company, located at 27375 SW Parkway, Wilsonville, OR 97070.

RECITALS

A. Developer is the owner of the real property in Marion County, Oregon, legally described as Lots 499 and Stormwater Facility B, Northstar Phase 6, City of Salem, Marion County, Oregon (each a “Lot” and collectively, the “Lots”).

B. This Agreement relates to the portions of Lots 499 and Stormwater Facility B described as the **“20.00’ Private Access & Utility Easement to the Benefit of Lots 499 and Stormwater Facility B”** (the “Easement”) on that certain plat (the “Plat”) entitled NORTHSTAR PHASE 6, CITY OF SALEM, MARION COUNTY, OREGON, recorded in the plat records of Marion County, Oregon.

C. The Easement contains the joint trench dry utilities (the **“Dry Utilities”**) jointly serving both Lots and also 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 Easement (the Dry Utilities and Wet Utilities are collectively referred to as the **“Utilities”**).

D. Developer desires to establish certain rights, restrictions, covenants, and conditions with respect to the Easement and Utilities that burden and benefit both Lots on the terms and conditions set forth in this Agreement.

1. Easement.

- 1.1 Purpose of Easement. The Easement is for the purpose of:
- (a) private shared vehicular and pedestrian access to and from the street; and
 - (b) installing, operating, maintaining, repairing, and replacing the Utilities.

1.2 Maintenance and Utility. The owner of Lot 499 shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all Utilities that individually serve Lot 499, 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 Stormwater Facility B shall be solely responsible for the performance and cost of the operation, maintenance, repair, and replacement of all

Utilities that individually serve Stormwater Facility B, and shall be solely responsible for the performance and cost of any repair or replacement of the Driveway Improvements resulting therefrom. The owners of both Lots 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 and second sentences of this Section 1.2. In the event any Shared Maintenance is required, 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 either owner to the other, 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 third civil engineer and the owners of the Lots will retain the third civil engineer. The party to perform the work or the cost of the same will be determined by the third civil engineer, which determination will be binding on the owners of the Lots. The owners of the Lots will each pay half of the fees, costs and expenses of all civil engineers.

2. Willful or Negligent Activities. In the event the Driveway Improvements or Utilities are damaged in any manner as a result of the negligent or willful activities of either 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 Driveway Improvements and/or Utilities to substantially their condition prior to such damage.

3. Indemnification.

3.1 The owner of Lot 499 shall indemnify, defend and hold harmless the owner of Stormwater Facility B 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 Easement by Lot 499, its guests, employees, licensees, agents, contractors, vendors and any other invitees.

3.2 The owner of Stormwater Facility B shall indemnify, defend and hold harmless the owner of Lot 499 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 Easement by Stormwater Facility B, 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 Lot; (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 either 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.

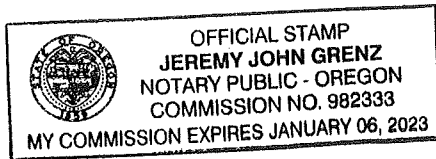
6.4 Waiver. No waiver of any default under this Easement Agreement by any Owner shall be implied from any omission by any Owner to take any action with respect to such default if such default continues or is repeated.


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.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

DEVELOPER:

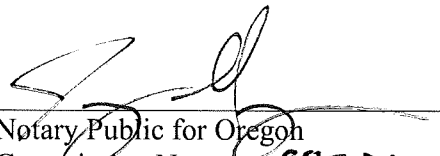
Northstar Communities LLC




By: Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012
Its: Member

STATE OF OREGON)
) ss.
COUNTY OF MARION)

This instrument was acknowledged before me on the 23 day of October, 2020, by Eric Lee Meurer, as Trustee of the Eric Lee Meurer Revocable Living Trust dated July 5, 2012 as a member of Northstar Communities LLC.


Notary Public for Oregon
Commission No.: 982333
My Commission Expires: 1-6-2023