

✓ **After Recording Return To:**

Dragonfist, Inc.  
2447 Robins Lane SE  
Salem, OR 97306

**After Recording, Send Tax**

**Statements To:**

No Change

**ACCESS EASEMENT AGREEMENT**

This ACCESS EASEMENT AGREEMENT (the "*Agreement*") is made and entered into this 25<sup>th</sup> day of January, 2021 (the "*Effective Date*"), by and between Reforestation Services, Inc., an Oregon corporation ("*Grantor*"), its heirs, successors, personal representatives and assigns, and Dragonfist LLC, an Oregon limited liability company ("*Grantee*"), its heirs, successors, personal representatives and assigns.

**RECITALS:**

- A. Grantor is the owner of that certain parcel of land located directly adjacent to Grantee's parcel, more particularly described in *Exhibit "A"*, attached hereto and incorporated herein ("*Servient Estate*").
- B. Grantee is the owner of that certain parcel of land located at 5669 Commercial Street SE, Salem, Oregon 97306, more particularly described in *Exhibit "B"*, attached hereto and incorporated herein ("*Dominant Estate*").
- C. Grantor hereby agrees with Grantee to grant Grantee a perpetual exclusive easement (the "*Access Easement*") in favor of and appurtenant to Dominant Estate over and across Servient Estate for pedestrian and vehicular ingress and egress to and from the Dominant Estate, for use by Grantee and its guests and invitees. The legal description for the Access Easement is described in *Exhibit "C"*, attached hereto and incorporated herein. A map showing the location of the Access Easement is attached hereto as *Exhibit "D"*, and incorporated herein.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of mutual promises, and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual exclusive easement in favor of and appurtenant to the Dominant Estate over and across the Servient Parcel for pedestrian and vehicular ingress and egress to and from the Dominant Estate for use by Grantees, its guests and invitees.

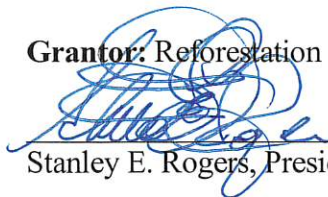
2. **Consideration.** Upon execution of this Agreement, and as consideration for the Grantor granting the Access Easement to Grantee, Grantee shall pay Grantor One Dollar and No/100 (\$1.00), together with the amount necessary to reimburse Grantor for Grantor's attorneys' fees incurred with regard to this transaction, and the costs and expenses incurred in recording the new map and legal description for the Declaration of Easement.
3. **Appurtenant.** The Access Easement shall be appurtenant to the Dominant and Servient Estates, shall run with the land, and the terms and conditions hereof shall be binding on and inure to the benefit of the parties' heirs, successors and assigns.
4. **Location of Easement.** The parties agree and acknowledge that the Access Easement will be situated within the location described in *Exhibit "C"*. The parties hereby agree that the Access Easement shall be perpetually located in said location, minor deviations excepted as required to ensure the continued purpose of reasonable ingress and egress to and from the Dominant Parcel. The parties understand, acknowledge, and agree that Grantee intends to improve the Access Easement area by paving and/or other improvements consistent with creating a reasonable means of ingress to and egress from the Dominant Estate.
5. **Scope of Easement.** The Access Easement shall include the right, privilege and authority of the owners of the Dominant Estate, and their agents, independent contractors and invitees, and any successors to enter upon the Access Easement and install and maintain underground public and private utilities, grade, level, drain, build, maintain, repair or rebuild the roadway as may be necessary or desirable on, over and across the ground embraced within the Access Easement.
6. **Termination.** The Access Easement shall terminate by operation of law if it is not used by Grantee for three (3) consecutive years. In such event Grantee shall execute such documents as are reasonably necessary to clear the Access Easement from the public records.
7. **Maintenance and Use.** At all times during the existence of the Access Easement, Grantee shall maintain and use the Access Easement in such a way that the same shall not unreasonably interfere with the normal and customary use of the Servient Estate by Grantor. In that regard, Grantee, at Grantee's sole cost and expense, shall maintain the Access Easement in an orderly and reasonable manner.
8. **Real Property Taxes.** Each owner of property described herein shall pay any and all real property taxes assessed to that owner's parcel without apportionment thereof relating to the Access Easement.
9. **Insurance.** Grantee shall obtain, and throughout the term of this Agreement, continuously maintain at Grantee's expense, commercial general liability insurance with limits not less than One Million Dollars and No/100 (\$1,000,000.00) Per Occurrence and Two Million Dollars and No/100 (\$2,000,000.00) General Aggregate. Such insurance shall name Grantor as an additional insured and shall contain a contractual liability endorsement referring to this Agreement. All insurance shall be written on an "occurrence" basis. The policies shall be in standard form, and with companies reasonably acceptable to Grantor. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) calendar days written notice to Grantor prior to any material change or cancellation shall be furnished to Grantor upon request.

- 10. Landscaping, Gate, and Pathway.** Within sixty (60) calendar days from the completion of the construction of the roadway in the Access Easement, Grantee, at Grantee's sole cost and expense, shall plant all shrubs and trees as shown in the map of the Access Easement, which is shown in *Exhibit "D"*. Throughout the term of this Agreement, Grantee shall maintain the landscaped area in a first-class condition and keep such area free and clear of weeds, trash, refuse, leaves, and shall bark dust the area a minimum of once a year, and install and maintain a sprinkler system to provide adequate water to all shrubs and trees. The cost of such water for irrigation shall be paid solely by Grantee. Within such sixty (60) day period above described in this section, Grantee, at Grantee's sole cost and expense, shall replace the vehicular gate located on the south side of the Servient Estate with a man gate (the "*Man Gate*"), and construct a concrete pathway and/or steps from the roadway located in the Access Easement to the man gate. The parties with mutually agree on a design for the Man Gate and the concrete pathway and/or steps. As of the Effective Date of this Agreement, the Servient Estate has a man gate located on the south side of the Servient Estate, and is shown in the map of the Access Easement in *Exhibit "D"*, which is used to access the detention pond for storm water from the Servient Estate (the "*Detention Pond Gate*"). Grantee, throughout the term of this Agreement, shall not be allowed to remove the Detention Pond Gate, and shall continue to allow Grantor access through the Detention Pond Gate to the detention pond located on the Servient Estate.
- 11. Indemnification.** Grantee shall indemnify, defend, and hold Grantor harmless, from any claim, loss, and/or liability arising out of or related to the use and/or condition of the Access Easement, by Grantee, and/or its agents, independent contractors, invitees, guests, client, customer, patient, any successors, and any third party.
- 12. No Liens.** Grantee is prohibited from allowing any liens to be filed against the Servient Estate.
- 13. Recitals.** The foregoing recitals (A-C) are true and correct and are incorporated herein by this reference.
- 14. Arbitration.** Any dispute arising between the parties shall be submitted to arbitration and resolved by a sole arbitrator mutually agreeable to the parties. If the parties cannot agree on an arbitrator, the parties agree to accept the selection of an arbitrator chosen by the Arbitration Service of Portland. The decision or award of the arbitrator shall be final and binding to the extent allowed by law, no appeal shall be taken therefrom, and judgment may be entered on the award. The arbitration shall take place in Marion County, Oregon.
- 15. Attorneys' Fees and Costs of Arbitration.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorneys' fees, together with all expenses, which may reasonably incur in taking such action, including, but not limited to costs incurred in searching records, the costs of title reports and expert witness fees, and anticipated post-judgment collection costs. If any appeal is taken from any judgment or decree of the trial or bankruptcy court. The losing party shall pay the prevailing party in the appeal its reasonable attorneys' fees and costs in such appeal. Said sums shall be in addition to all other sums provided by law.

**16. Time of Essence.** Time is of the essence of the performance of each of the obligations under this Agreement.

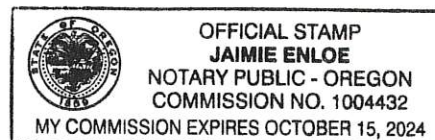
WHEREFORE, the Parties have set their hands on the dates set forth below.

**Grantor:** Reforestation Services, Inc.

  
Stanley E. Rogers, President

01/25/21  
Date

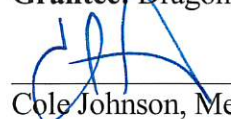
STATE OF OREGON                     )  
  ) ss.  
County of Marion                    )



On this 25<sup>th</sup> day of January, 2021, before me personally appeared Stanley E. Rogers, President of Reforestation Services, Inc., an Oregon corporation, and he acknowledged the foregoing instrument to be his voluntary act and deed.

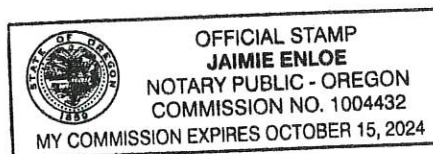
  
\_\_\_\_\_  
Notary Public of Oregon  
My Commission Expires: 10-15-2024

**Grantee:** Dragonfist LLC

  
Cole Johnson, Member

01/26/2020  
Date

STATE OF OREGON                     )  
  ) ss.  
County of Marion                    )



On this 26<sup>th</sup> day of January, 2021, before me personally appeared Cole Johnson, Member of Dragonfist LLC, an Oregon limited liability company, and he acknowledged the foregoing instrument to be his voluntary act and deed.

  
\_\_\_\_\_  
Notary Public of Oregon  
My Commission Expires: 10-15-2024

*Exhibit "A"*

Beginning at a point on the North line of Lot 17, Grabenhorst Fruit Farms No. 2, in Marion County, Oregon, said point being 36 feet Easterly along said North line of Lot 17 from the Northwest corner of said Lot; thence Easterly along said Lot line, a distance of 135 feet to the West boundary of the Pacific Highway; thence South 24°02' East along said Highway boundary 254.63 feet; thence North 89° 06' West 242.45 feet; thence North 0°54' East 230.9 feet to the place of beginning.

### ***Exhibit "B"***

\_\_Beginning at a point which is 318.48 feet East along the North line of Lots 16 and 17 and South 0° 54' West 230.9 feet from the Northwest corner of Lot 16, GRABENHORST FRUIT FARMS NO. 2, in Marion County, Oregon, and running thence North 89° 06' East 242.45 feet; thence South 24° 02' East 9.37 feet to a point where the West line of the Pacific Highway right of way intersects the East line of Lot 17; thence South 0° 54' West along the East line of Lot 17, a distance of 534.78 feet to the Southeast corner of said Lot; thence South 89° 06' West 217.96 feet; thence North 44° 16' West to a point which South 0° 54' West from the place of beginning; thence North 0° 54' East to the point of beginning.

ALSO: Beginning at a point of intersection of the West line of Lot 18, Grabenhorst Fruit Farms No. 2, in Marion County, Oregon. (See Volume 7, Page 62, Record of Town Plats for said County and State) with the Westerly line of the relocated Pacific Highway; running thence Southerly along the West line of said Lot 18, 50 feet; thence Easterly parallel with the South line of Lot 18 to the West line of the Pacific Highway; thence Northerly along the West line of the Pacific Highway to the place of beginning.



## EXHIBIT "C"

Legal Description For:

Access Easement

Property Vested in:

Reforestation Services, Inc.

A tract of land, situated in the southwest one-quarter of Section 14, Township 8 South, Range 3 West of the Willamette Meridian in the City of Salem, Marion County, Oregon, said land being described as follows:

Beginning at the northeast corner of that property described in that instrument recorded in Volume 590, Page 498, Marion County Deed Records, said point recorded as being 318.48 feet East along the North line of Lots 16 and 17 and South 0°54' West 230.9 feet from the Northwest corner of said Lot 16, all of GRABENHORST FRUIT FARMS No. 2, as platted and recorded in Volume 7, Page 62, Book of Town Plats for Marion County, Oregon; thence North 89°02'43" East 242.02 feet along the north line of said property to the northeast corner thereof, said point being on the southwesterly right of way line of Commercial Street SE at a perpendicular angle a distance of 50.00 feet Southwesterly of the centerline of said street and being the TRUE POINT OF BEGINNING of this description; and running thence:

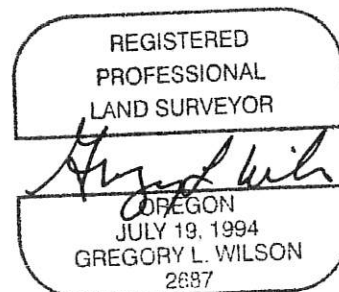
South 89°02'43' West 54.75 feet along the north line of said Volume 590, Page 498, Marion County Deed Records;

thence leaving said north line, North 65°24'10" East 50.17 feet to a point on said southwesterly right of way;

thence along said southwest right of way, South 24°34'39" East 21.96 to the TRUE POINT OF BEGINNING.

Containing 550 square feet of land, more or less.

Bearings are based on Marion County Survey Record Number 34274 along Commercial Street SE.



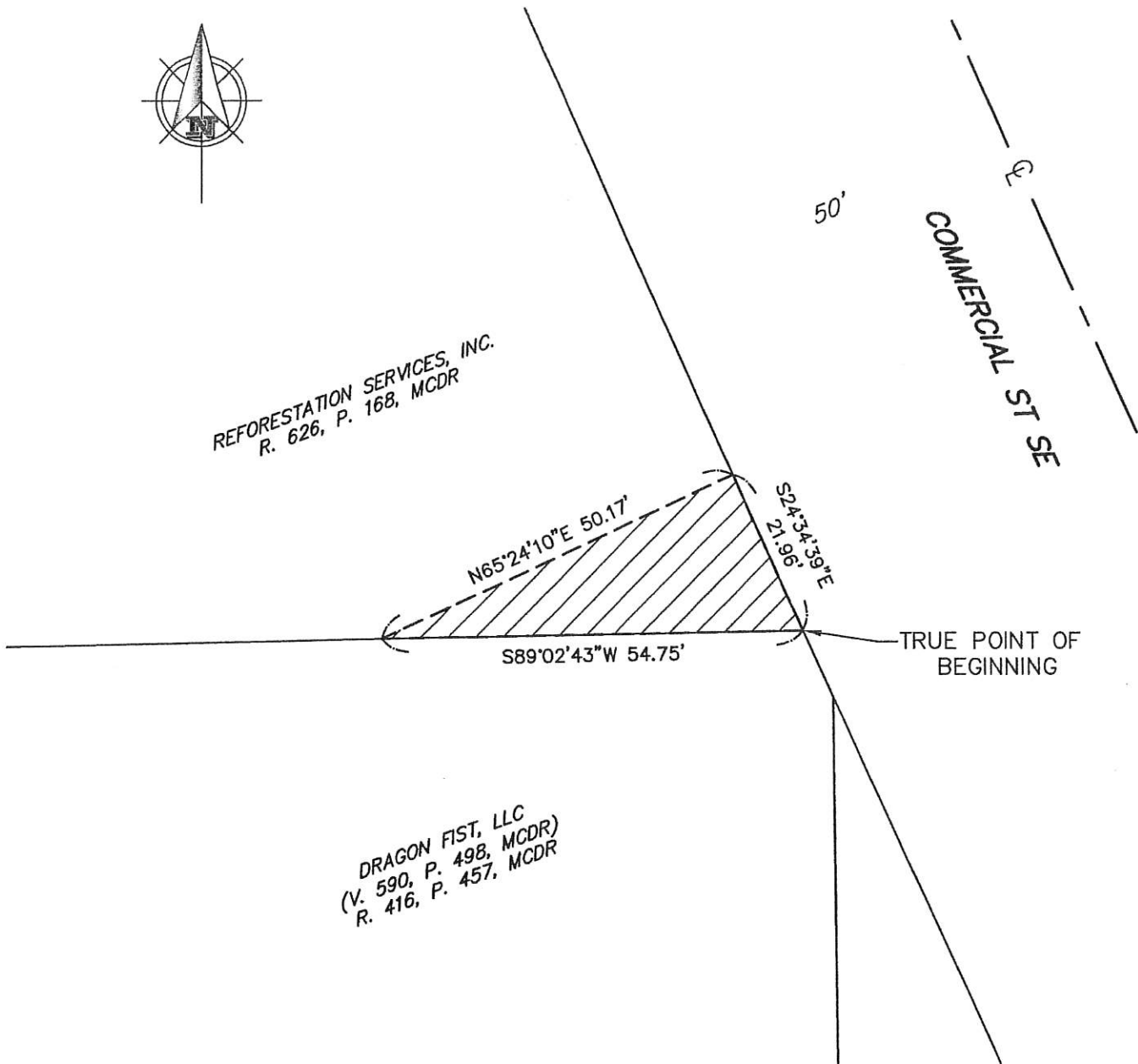
EXPIRES: 6-30-20

# EXHIBIT "D"



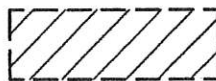
REFORESTATION SERVICES, INC.  
R. 626, P. 168, MCDR

COMMERCIAL ST SE

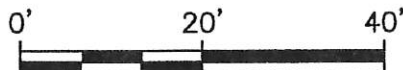


DRAGON FIST, LLC  
(V. 590, P. 498, MCDR)  
R. 416, P. 457, MCDR

**PRIVATE ACCESS  
EASEMENT**



**EASEMENT  
(550 SQ FT)**



**OWNER:**  
REFORESTATION SERVICES INC.  
PO BOX 3194  
SALEM, OR 97302

S.W. 1/4 SEC. 14,  
T. 8 S., R. 3 W., W.M.,  
CITY OF SALEM,  
MARION COUNTY, OREGON  
R. 626, P. 168, MCDR

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Gregory L. Wilson*

**OREGON  
JULY 19, 1994  
GREGORY L. WILSON  
2687**

**EXPIRES: 6/30/2020**

**BARKER SURVEYING**  
3657 KASHMIR WAY SE  
SALEM, OREGON 97317  
PHONE (503) 588-8800

**DATE: 6/15/2020**

**DRAWN BY: R.W.E.**  
Page 1 of 1



**REEL: 4441**

**PAGE: 349**

**January 28, 2021, 09:08 am.**

CONTROL #: 637349

State of Oregon  
County of Marion

I hereby certify that the attached  
instrument was received and duly  
recorded by me in Marion County  
records:

FEE: \$ 121.00

BILL BURGESS  
COUNTY CLERK

THIS IS NOT AN INVOICE.