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AFTER RECORDING RETURN TO:

Happy Valley Heights Homeowners Association
c/o Kathleen Profitt
Profitt Law PC
10121 SE Sunnyside Road, Suite 300
Clackamas, Oregon 97015

**EASEMENT AGREEMENT
FOR ENTRY MONUMENT**

This Easement Agreement for Entry Monument ("Easement Agreement") is made, as of May 19, 2014, by and between Happy Valley Heights Homeowners Association ("Association"), and Craig R Whipple, Trustee of the Craig R. Whipple Revocable Living Trust dated August 5, 2013 ("Whipple Trust")

RECITALS

A. Parties (collectively referred to at the parties)

- 1. Whipple Trust means: Craig R. Whipple, Trustee of the Craig R. Whipple Revocable Living Trust dated August 5, 2013 (Grantors).
- 2. Association means: Happy Valley Heights Homeowners Association (Grantees).

B. Property

- 1. Whipple Parcel means:

A tract of land being a portion of Tract "F", HAPPY VALLEY HEIGHTS, plat records of Clackamas County, located in the Northeast one-quarter of Section 35, Township 1 South, Range 2 East of the Willamette Meridian, City of Happy Valley, County of Clackamas, State of Oregon, being more particularly described as follows:

Beginning at the Southeast corner of Tract "F", HAPPY VALLEY HEIGHTS, thence along the South line of said Tract "F", North 66 ° 47'57" West, 41.24 feet to an angle point in said South line; thence continuing along said South line, South 73°03'22" West, 50.92 feet; thence North 00°05'00" West, 139.57 to a point on the North line of said

Tract "F"; thence along said North line, North 89°55'00" East, 62.61 feet to a point of curvature; thence along a curve to the right, having a radius of 20.00 feet, through a central angle of 90°00'00", an arc length of 31.42 feet (chord of which bears South 45°05'00" East, 28.28 feet) to a point of tangency, said point being on the East line of said Tract "F"; thence along the East line of said Tract :F: the following courses: South 00°05'00" East, 35.32 feet' thence South 04°39'26" East, 50.16 feet; thence South 00°05'00" East, 35.78 feet to the point of the beginning.

Also known as 10541 SE Happy Valley Drive, Happy Valley, OR 97086.

2. Association Property means:

Tract C, Happy Valley Heights, in the City of Happy Valley, County of Clackamas and State of Oregon.

C. Easement

"Easement" means a non exclusive easement for an entry monument over and across the following described property benefitting the Association and Association Property, and burdening the Whipple Parcel over and across that parcel of land more particularly described in Exhibit A attached hereto, and as shown in Exhibit B.

D. Purpose

The parties enter into this agreement to clarify and establish a maintenance agreement for the non exclusive easement presently existing over a portion of the Whipple Parcel, as identified in Exhibit A and shown in Exhibit B, benefitting the Association and Association Property, and burdening the Whipple Parcel to allow access over and across the Easement area so that the Association may maintain the monument and adjacent area.

NOW, THEREFORE, for good and valuable consideration, including a nonmonetary exchange of promises between the Association and Whipple and other nonmonetary consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

AGREEMENT

1. Definitions.

1.1. Easement Area. The portion of the Whipple Parcel legally described in Exhibit A and shown on Exhibit B.

- 1.2. Occupant. The term "Occupant" shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to use and occupy the Whipple Parcel or Association Property, under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.
- 1.3. Owner. The term "Owner" shall refer to the owner(s) of the Whipple Parcel and Association Property, as the context may require. The term "Owners" shall refer collectively to the owners of the Whipple Parcel and Association Property.
- 1.4. Permittees. The term "Permittees" shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and any other invitees of Occupants.
- 1.5. Person. The term "Person" shall refer to any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental agency or other business entity.
2. Consideration. The consideration for this agreement is nonmonetary.
3. Grant of Easement. Whipple grants to Association a nonexclusive easement over, upon, across and through the Easement Area appurtenant to and for the benefit of the Association and its Owners and Permittees for the Association's entry monument, and maintenance and upkeep of the monument and immediately adjacent landscape within the Easement Area.
4. Non-interference. No Owner shall permit, operate or install any object, or any improvements on the Easement Area that in any way unreasonably restricts or interferes with the easement granted herein.
5. Nature of Easements and Rights Granted.
 - 5.1. Easement Appurtenant. The easement and rights granted herein is an appurtenance to the Association Property, and no easement or rights may be transferred, assigned or encumbered except as an appurtenance to the Association Property.
 - 5.2. Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:
 - 5.2.1. create equitable servitude upon the Whipple Parcel in favor of the Association and Association Property
 - 5.2.2. constitute a covenant running with the land;

- 5.2.3. shall bind every Person or entity having any fee, leasehold or other interest in the Whipple Parcel at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion; and
- 5.3. Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in the Whipple Parcel shall be deemed, without any further action by the grantor or the grantee, to:
- 5.3.1. require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner that would constitute a violation or breach of any of the easements and covenants contained herein; and
- 5.3.2. require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to all (or the applicable portion of) such property that will be conveyed to such grantee.
- 5.4. Successors. The obligations set forth in this Agreement shall be binding on any successors or assigns of the named parties.
6. Running of Benefits and Burdens. All provisions of this Easement Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties.
7. Insurance and Taxes. The Owners of the Whipple Parcel continue to be responsible for and pay or cause to be paid all insurance and taxes, including, without limitation, real estate taxes and special assessments, applicable to such properties, regardless of the easements and interests granted or created by this Easement Agreement.
8. Maintenance. The Association shall maintain the Easement Area. Such maintenance includes maintaining, repairing and/or replacing the Association entry monument, including lighting and other related monument components, as well as the immediately adjacent landscaping, so that the Easement Area remains in substantially the same condition or better than the condition existing at the time of this Agreement. The Association shall also pay the direct costs for the electrical and water usage for lighting the Association's entry monument and maintaining the landscaping to the aforementioned standards. The Association will use properly licensed and insured vendors for performing maintenance upon the Easement Area.
9. Damage. Each Owner shall refrain from causing any damage to the easements described herein and shall immediately repair any such damage caused by Occupants or Permittees associated with an Owner, at that Owner's sole cost and expense. If an Owner fails to

perform any such required repairs, the other Owner, upon thirty (30) days' prior written notice to the non-performing Owner, may cause such repair work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure. Within thirty (30) days after delivery of a statement documenting such reasonable repair costs incurred, the non-performing Owner shall reimburse the other Owner. If the non-performing Owner fails to pay any reimbursement due, the Owner who has incurred the repair costs shall have the immediate right to record a lien against the non-performing Owner's property benefited by this Easement Agreement, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Oregon law.

10. Easement Status and Term. The easement provided herein shall be perpetual. The easement granted herein may be terminated only pursuant to a written termination agreement executed and acknowledged by the Association and Whipple, or successors and assigns, which termination agreement shall be effective upon recording. All previously accrued rights and liabilities of the Parties shall survive any such termination.
11. Attorney Fees. In the event of action, arbitration, litigation or appeal to enforce any provision of this agreement, the prevailing party shall be entitled to an award of reasonably attorney fees and court costs.
12. 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.
13. Severability. If any term, provision or condition contained in this Easement Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Easement Agreement shall not be affected thereby, and each remaining term, provision and condition of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. Assumption of Risk. Each party expressly waives and assumes the risk of any and all claims or defenses such party may have against any other that may have that existed as of the date of this Easement Agreement, but of which the parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect a decision to enter into this Easement Agreement. Each party expressly represents and warrants that it has relied upon the party's own knowledge of the facts and the advice of its own attorney (or had opportunity to consult an attorney) concerning the consequences of this Easement Agreement; and that the signors of this Agreement are of legal age, legally competent to execute this Easement Agreement on behalf of the party indicated, and have full authority to sign this Easement Agreement. The parties further warrant that no promise or inducement has been offered, except as set forth herein. The parties represent and warrant that no other person or entity has any

interest in the claims, demands, obligations, or causes of action referred to in this Easement Agreement and that each party has the sole right and exclusive authority to execute this Easement Agreement.

15. Agreement, Not Recitals. The parties expressly acknowledge and agree that the terms of this Easement Agreement are contractual in nature and not merely a recital.
16. Governing Law. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, without regard to conflicts of laws provisions.
17. Integration. This Easement Agreement contains the entire agreement between and among the parties with regard to the matters set forth herein and shall be conclusive and binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.
18. Amendment. No modification, waiver, release or amendment of any provision of this Easement Agreement shall be made except by a written agreement signed by all Parties or their respective successors or assigns.
19. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be delivered by (a) established express delivery service which maintains delivery records, (b) hand or (c) registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service to the addresses shown below or such other address which the Parties may provide to one another in accordance herewith.

Association

Happy Valley Heights Homeowners Association
The Management Trust
PO Box 23099
Tigard, Oregon 97281
Attn: Kathy Hutchinson

Whipple

Craig R. Whipple Revocable Living Trust
Craig R. Whipple, Trustee
1510 SE 72nd Ave.
Portland, OR 97215

20. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which shall be an original but all of which may be assembled into and will constitute one and the same instrument.

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

HAPPY VALLEY HEIGHT HOMEOWNERS ASSOCIATION, an Oregon nonprofit corporation

By: David Paselk
David G. Paselk, Chairperson

By: Sherri Stearns
Sherri Stearns, Secretary

STATE OF OREGON)
)ss.
County of Clackamas

This instrument was acknowledged before me by David G. Paselk, the Chairperson of Happy Valley Heights Homeowners Association, an Oregon nonprofit corporation, on behalf of and as the act and deed of said nonprofit corporation, on this 16 day of May, 2014.



Michelle Lind Lenzen
Notary Public for Oregon
My Commission expires: 11.13.2014

STATE OF OREGON)
)ss.
County of Clackamas

This instrument was acknowledged before me by Sherri Stearns, the Secretary of Happy Valley Heights Homeowners Association, an Oregon nonprofit corporation, on behalf of and as the act and deed of said nonprofit corporation, on this 19 day of May, 2014.



[Signature]
Notary Public for Oregon
My Commission expires: 6/20/2014

Craig R. Whipple Revocable Living Trust
Dated August 5, 2013

By: Craig R. Whipple Trustee
Craig R. Whipple, Trustee

STATE OF OREGON)
County of Clatsop)ss.

This instrument was acknowledged before me by Craig R. Whipple, Trustee, on this 15th
day of May, 2014.

[Signature]
Notary Public for Oregon
My Commission expires: 6/20/14



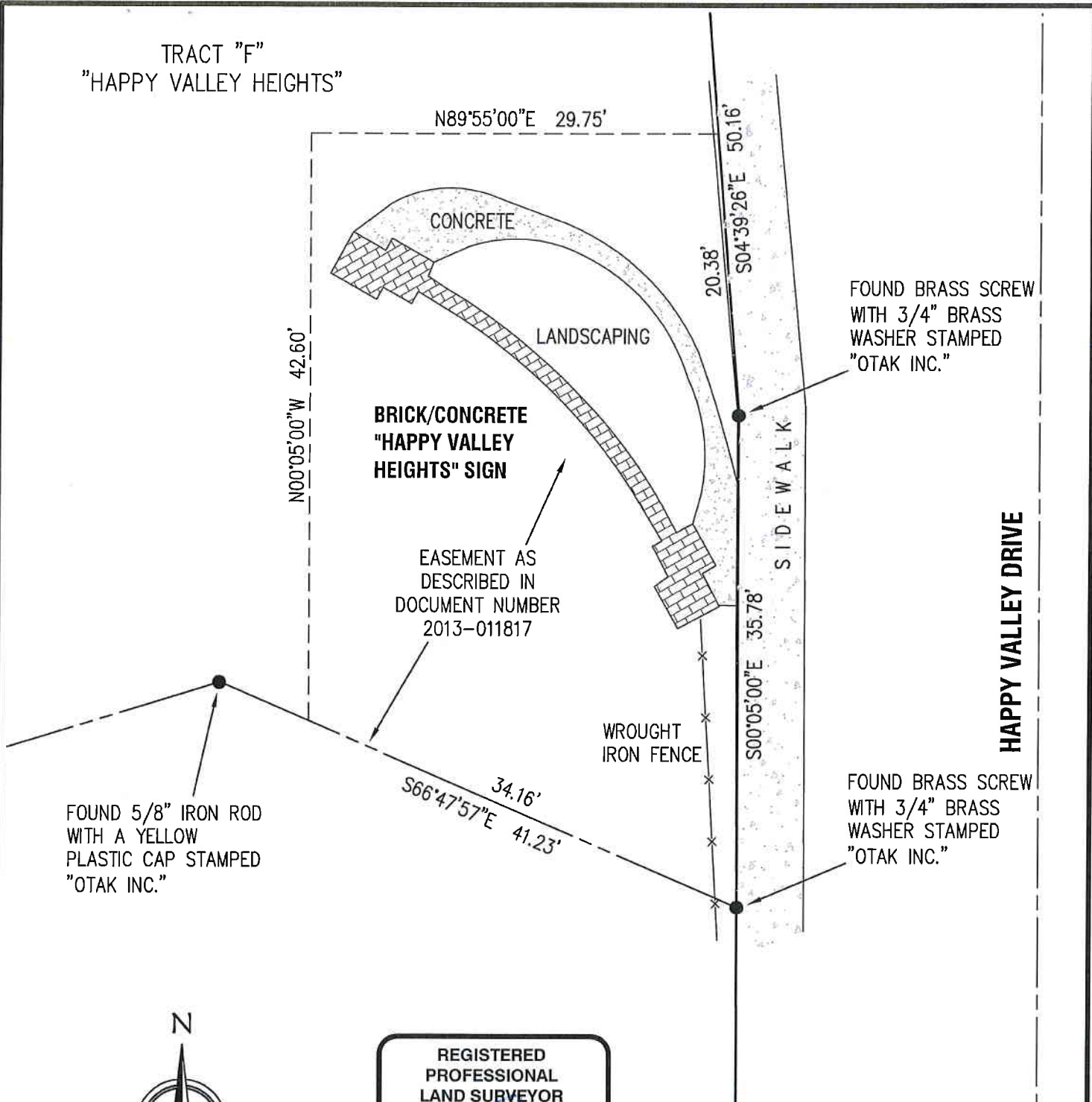
Exhibit "A"

Legal Description for Easement:

A tract of land being a portion of Tract "F", HAPPY VALLEY HEIGHTS, plat records of Clackamas County, located in the Northeast one-quarter of Section 35, Township 1 South, Range 2 East of the Willamette Meridian, City of Happy Valley, County of Clackamas, State of Oregon, being more particularly described as follows:

Beginning at the Southeast corner of Tract "F", HAPPY VALLEY HEIGHTS; thence along the South line of Said Tract "F", North $66^{\circ}47'57''$ West, 34.16 feet; thence North $00^{\circ}05'00''$ West, 42.60 feet; thence North $89^{\circ}55'00''$ East, 29.75 feet to a point on the East line of said Tract "F"; thence along the East line of said Tract "F", South $04^{\circ}39'26''$ East, 20.38 feet; thence South $00^{\circ}05'00''$ East, 35.78 feet to the point of beginning.

TRACT "F"
"HAPPY VALLEY HEIGHTS"



FOUND 5/8" IRON ROD
WITH A YELLOW
PLASTIC CAP STAMPED
"OTAK INC."

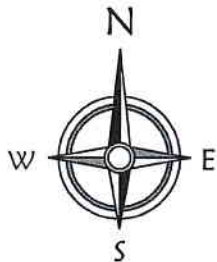
BRICK/CONCRETE
"HAPPY VALLEY
HEIGHTS" SIGN

EASEMENT AS
DESCRIBED IN
DOCUMENT NUMBER
2013-011817

WROUGHT
IRON FENCE

FOUND BRASS SCREW
WITH 3/4" BRASS
WASHER STAMPED
"OTAK INC."

FOUND BRASS SCREW
WITH 3/4" BRASS
WASHER STAMPED
"OTAK INC."



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 14, 1978
DON DEVLAEINCK
1634

Exhibit B

Scale: 1" = 10'

DATE OF SIGNATURE: *2/24/14*
EXPIRES 12/31/2015

EXHIBIT MAP

7333 Exh.dwg

CWMPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-9093

SITUATED IN TRACT "F", "HAPPY VALLEY
HEIGHTS", IN THE NE 1/4 OF SECTION 35, T.1S.,
R.2E., W.M., CLACKAMAS COUNTY, OREGON

(10)