

After recording, return to:
Lincoln School Condominiums
Owners' Association
650 W 12th Ave.
Eugene, Oregon 97402

EASEMENT AGREEMENT (HVAC Installation)

This Easement Agreement (“**Agreement**”) is entered into by and between Lincoln School Condominiums Owners’ Association, an Oregon nonprofit corporation, (“**Association**”) and undersigned owner indicated below (“**Owner**”). The parties to this Agreement are referred to collectively as the “**Parties**.”

RECITALS

- A. Lincoln School Condominiums is governed by the following documents recorded on January 2, 2007 in Lane County, Oregon:
 - (a) The *Declaration of Condominium Ownership for Lincoln School Condominiums*, document number 2007-000129, including any amendment thereto (“**Declaration**”);
 - (b) The *Bylaws of Lincoln School Condominiums Owners’ Association*, recorded as Exhibit D to the Declaration, including any amendments thereto (“**Bylaws**”); and
 - (c) The Plat of Lincoln School Condominiums, document number 2007-000128.
- B. The Association was formed pursuant to the Declaration, Bylaws, and Articles of Incorporation filed October 27, 2006 in the office of the Oregon Secretary of State, Corporation Division.
- C. Owner is the owner of the unit described in Exhibit A (“**Unit**”) attached to this Agreement.
- D. The Association has the authority under Article 11 of the Declaration and ORS 100.405(5) and (6) to grant easements. Under ORS 100.405(6)(a)(B)(i), the Board of Directors may authorize the granting of an easement for a term of two years or less.
- E. Owner desires to install an HVAC system in the Unit which will require installation of certain equipment on the building exteriors which are part of the Condominium’s general

common elements. The undersigned Chairperson and Secretary certify that the Easement described below was approved by a majority of the Board of Directors. Owner has submitted bids, plans and applicable fees to the Association for the installation of an HVAC system. Upon review of the submitted materials, the Board has approved the installation. As part of the condition of approval, Owner is required to enter this Easement Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the recitals above and for the mutual promises set forth below, the Parties agree as follows:

1. **Grant of Easement.** The Association hereby grants to Owner a private non-exclusive easement appurtenant (“**Easement**”) for a term of two years to Owner on the property described below for the purpose of installing equipment, cables, condensate lines and other piping (“**Equipment**”) necessary for the installation of an HVAC system for Owner’s Unit on the Condominium general common elements. The Easement granted under Section 1 is solely for the purposes described in this Section 1 and no others. The location of the Easement granted is shown on the attached Exhibit B and is referred to as the “**Easement Area**”.
2. **Relocation.** The Association will have the right, at its option, to relocate the Easement Area to another course over and across the general common elements from time to time, should a relocation be necessary as part of the Association’s maintenance and repair responsibilities. Owner shall be assessed all relocation costs.
3. **Termination.** The Easement shall be for a term of two years in duration. The Easement shall renew for successive two-year periods unless the Association notifies Owner at least thirty (30) days before the termination date of the Easement of the Association’s intent to terminate the Easement. Upon termination of the Easement, Owner shall be assessed the costs of restoring the Easement Area to its original condition.
4. **Installation Guidelines.** Owner and all future owners are bound by the Association’s rules and regulations related to installation of HVAC systems, which includes the *Ductless (Split System) Installation Guide for Lincoln School*, which is incorporated into this Agreement by reference.
5. **Use, Maintenance and Repair.** The Association shall be responsible for regular maintenance of the Easement Area consisting of general common elements. If repair or replacement of the Equipment is needed for any reason, the Owner shall, at Owner’s sole expense, repair or replace the general common elements as directed by the Board of Directors. Owner is responsible for any costs associated with the location, use, repair, and maintenance of the Equipment and will provide electricity to such Equipment from its own electrical outlets or lines, which are metered by separate meter to the Unit. Owner’s use of the Easement Area and the Equipment must at all times be in compliance with the Declaration, Bylaws and its rules and regulations, along with any laws of any applicable jurisdiction, including without limitation any applicable laws or ordinances governing the historical status of the buildings.

6. **Indemnification.**

- (a) In consideration of the Easement granted, Owner agrees to defend, indemnify and hold harmless the Association, its agents, employees, officers and directors, from any and all claims, disputes, damages, liabilities, causes of action, suits, or expenses of any kind, including but not limited to, economic and emotional damages, attorneys' fees and costs, now existing or which may exist in the future, known or unknown, or of any type or nature, in any way, directly or indirectly, caused by or relating or attributable to Owner's installation of Equipment in the Easement Area.
- (b) Owner shall assume responsibility for any and all harm, losses, or damage caused by contractor or builder and the subcontractors obtained or authorized to perform installation work by the Owner or for any harm, losses, or damage caused by the operation of the Equipment.
- (c) The Owner shall indemnify, defend and hold harmless the Association from any and all claims by any contractor subcontractor, material or labor supply, design professional or other contractor retained related to the work or services associated with the installation and operation of the Equipment.
- (d) Owner shall be responsible for obtaining any required permits and for complying with all local building codes and government ordinances.

7. **No Waiver.** Nothing in this Agreement constitutes a waiver of any of the other provisions of the Declaration, Bylaws, Plat or any amendments and supplements thereto. The Association and Owner agree that this Agreement in no way prevents the Association from imposing fines or finding Owner in violation of any provisions of the Declaration, Bylaws, adopted Rules and Regulations, the Oregon Condominium Act, or other applicable laws; or bringing a court action to enforce compliance with the Declaration, Bylaws or applicable laws.

8. **Remedies of Association.** If the Board determines that a certain repair is needed to prevent damage to or preserve the integrity of the general common elements, limited common elements, or any unit, the Board may exercise any or all of the following remedies after written notice:

- (a) Require Owner to immediately repair the damage at Owner's expense to a state satisfactory to the Board;
- (b) Immediately terminate the Easement; and
- (c) Bring an action for damages, injunction, specific performance or any other declaratory relief against Owner.

9. **Attorney Fees.** If any suit or action is instituted to enforce any of the terms and provisions of this Agreement, the prevailing party in the suit or action is entitled to its reasonable attorneys' fees and costs incurred before and at trial and in any appeal therefrom or review thereof.

10. **Recording.** The Association shall record this Agreement in the Records of Lane County, Oregon, and Owner shall be responsible for payment of the costs of recording.
11. **Amendment and Termination.** This Agreement may be amended only by a written Agreement signed by the Parties. The Association may immediately terminate this Agreement if the Owner causes damage to the common elements or any unit, the construction fails to comply with the Plans, or the Owner otherwise misuses any portion of the common elements. No amendment or termination is effective until the amendment or termination has been executed and acknowledged by the Parties and recorded in the Records of Lane County, Oregon.
12. **Covenants to Run with the Land.** All promises contained in this Agreement constitute covenants or equitable servitudes that run with the land and are binding on the Parties' heirs, successors, and assigns to the Unit that is the subject of this Agreement.
13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.
14. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings and agreements, whether written or oral.
15. **Severability.** If any portion of this Agreement is found invalid by a court of competent jurisdiction, all other provisions of this Agreement remain in full force and effect.
16. **Effective Date.** This Agreement shall be effective as of the date this Agreement is recorded.

[signatures on following page]

OWNER

Signature: _____

Printed
Name: _____

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Notary Public for Oregon
My Commission Expires: _____

LINCOLN SCHOOL CONDOMINIUMS OWNERS' ASSOCIATION, an Oregon nonprofit corporation

(sign and print name)

By: _____
Chairperson
(sign and print name)

By: _____
Secretary
(sign and print name)

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Tyler Sessa, Chairperson of Lincoln School Condominiums Owners' Association, an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

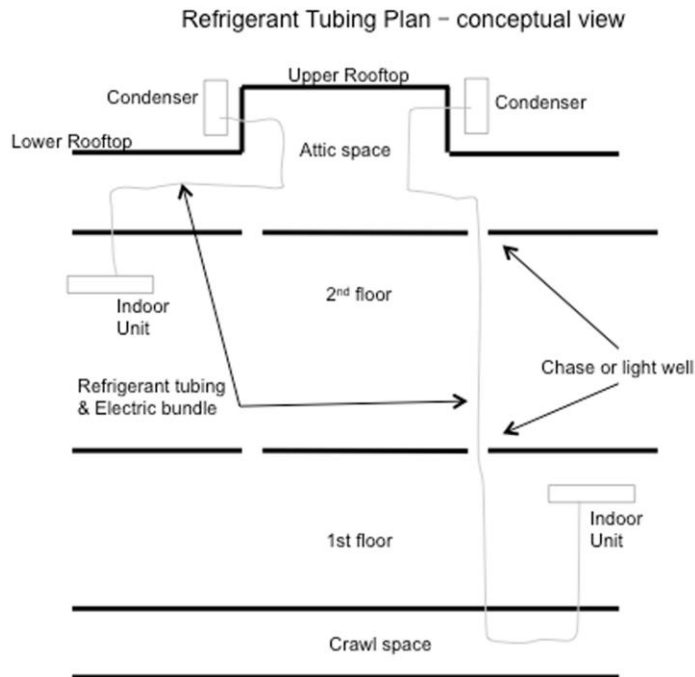
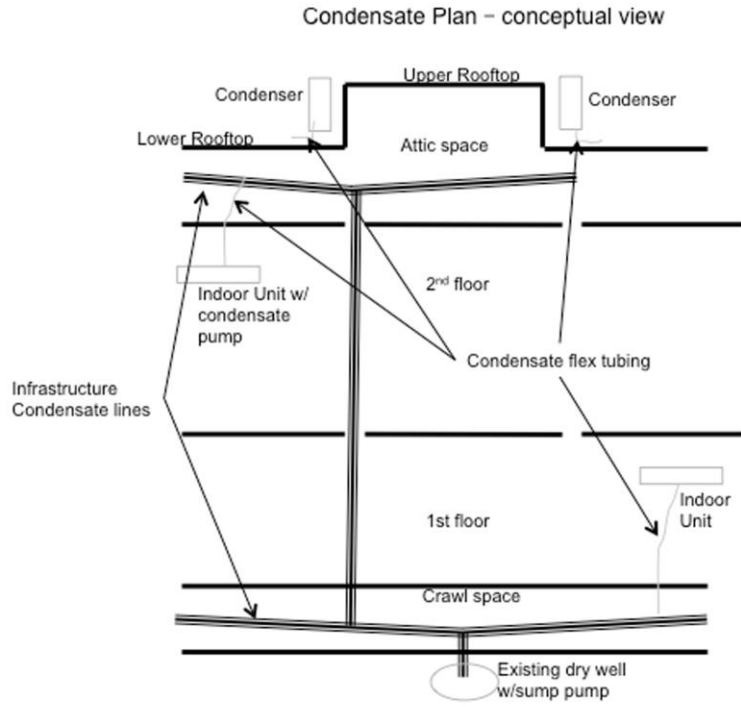
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Jean Harman, Secretary of Lincoln School Condominiums Owners' Association, an Oregon nonprofit corporation, on its behalf.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A
UNIT LEGAL DESCRIPTION

Unit No. _____, of LINCOLN SCHOOL CONDOMINIUM, TOGETHER WITH an undivided interest in the common elements as set forth in the Declaration of Condominium Ownership for Lincoln School Condominiums recorded January 2, 2007 as Document No. 2007-000128.

**EXHIBIT B
DEPICTION OF EASEMENT AREA**



**EXHIBIT B (CONT'D)
DEPICTION OF EASEMENT AREA**

