

Send Tax Statement to:
Larry L. Brown
2301 Van Ness Street
Eugene, OR 97403
After Recording Return to:
Larry L. Brown
2301 Van Ness Street
Eugene, OR 97403

Division of Chief Deputy Clerk
Lane County Deeds and Records

2005-048666



\$36.00

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**MODIFICATION OF ORIGINAL CC&Rs
BY TERMINATION OF COVENANTS AND EASEMENTS**

RECITALS

A. LARRY L. BROWN, 2301 Van Ness Street, Eugene, Oregon, 97403 ("Brown") is the fee owner of real property ("the Subject Property") located in Lane County, Oregon, and more particularly described in a Warranty Deed ("the Deed") dated June 6, 1997 and recorded June 13, 1997 at Reel 2305, Instrument No. 9740207 in Lane County, Oregon Official Records, Lane County, Oregon.

B. The Subject Property consists of Lots 1-10, Block 2, Lake View Subdivision, as platted and recorded in Book 10, Page 6, Lane County, Oregon Plat Records ("the Subdivision") together with real property that was formerly part of a platted, unnamed and unbuilt public road that was vacated on April 1, 1998 by Lane County Board of Commissioner's Final Order No. 98-4-1-20.

C. In order to obtain approval from Lane County for a building permit to locate a manufactured home on Lots 3 and 4 of the Subdivision, Brown was required by Lane County to execute numerous covenants and easements as conditions for acquiring the building permit.

D. Brown and the owners of other lots in the Subdivision have submitted an application to replat the existing lots in a portion of the Subdivision. Tentative approval of the replat to create 14 lots was granted by Lane County on May 28, 2002 (PA 02-5142).

E. In order to complete the conditions of tentative approval and record the final replat, the following covenants and easements which encumber portions of the Subject Property, ("the Encumbrances") must be deleted, terminated and extinguished:

1. Covenant recorded August 20, 1997, Reception #97-56414, Official Records of Lane County, Oregon.
2. Covenant recorded August 20, 1997, Reception #97-56415, Official Records of Lane County, Oregon.
3. Covenant recorded August 20, 1997, Reception #97-56416, Official Records of Lane County, Oregon.

4. Covenant recorded August 20, 1997, Reception #97-56417, Official Records of Lane County, Oregon.
5. Covenant recorded August 20, 1997, Reception #97-56418, Official Records of Lane County, Oregon.
- 6.. Covenant for Ingress and Egress recorded on August 5, 1998, Reception #98-61845, Official Records of Lane County, Oregon.
7. Grant of an Easement recorded on December 24, 1998, Reception #98-102891, Official Records of Lane County, Oregon.
8. Grant of Easement recorded August 20, 1999, Reception #99-072562, Official Records of Lane County, Oregon

NOW THEREFORE, Brown, as the fee owner of the Subject Property , and declarant and grantor of the Encumbrances hereby terminates, extinguishes and renders of no further force and effect any and all the Encumbrances.

1. Termination of Restrictive Covenant and Grant of Easement. Upon the recording of this document in Lane County Official Records and satisfaction of the terms and conditions herein, the Encumbrances shall be terminated and extinguished in their entirety and be of no further force and effect.

Dated this 17th day of September, 2004.

Larry L Brown

Larry L. Brown

STATE OF OREGON)
) ss
County of Lane)

This instrument was acknowledged before me on September 17, 2004 by Larry L. Brown.



Loretta S Chapman
Notary Public for Oregon
My Commission Expires: 11/30/05

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

RECITALS:

1. Advanced Investment Corp., an Oregon Corporation, and Larry L. Brown, are the OWNERS of the following described property:

Lots 2-13 of Two Lakes Subdivision, as platted and recorded in Lane County Oregon records, Recorder's Reception No. 2005-48665
2. Lane County has granted tentative approval for that division through approval of Planning Action PA 02-5142.
3. Lots 2-13 are shown on attached Exhibit "A" (reduced copy of plat), attached hereto and by reference incorporated herein.

DECLARATION OF EASEMENT

1. EASEMENT CREATED. OWNER hereby creates a perpetual, nonexclusive easement to use a strip of land 30 feet wide to serve Lots 2-13 with adequate room for a 36 foot cul-de-sac of said Subdivision. This easement is further described by Exhibit "A"
2. EASEMENT PROVISION. The terms of this easement are as follows:
 - 2.1. PURPOSE. The easement is for providing access, including ingress & egress, to and from the Lots described in Paragraph 3 above, or any portion thereof, and for the installation and maintenance of such public utilities as may be needed to serve the Lots described in Paragraph 3 above.
 - 2.2. USE OF THE BURDENED PROPERTY. The owner or occupiers of aforementioned Lots 2-13 shall have the right to use their property, including the area described in the easement, for any purpose so long as the owner or occupiers do not interfere with the use of the roadway or access and maintenance easement as granted by this instrument.
 - 2.3. PRIVATE GRANT. The easement created by this instrument does not constitute a dedication or grant for public use unless requested at a later time, by a public agency to dedicate the easement as a public road.
 - 2.4. MAINTENANCE & REPAIRS. The owners or occupiers of aforementioned Lots 2-13 shall at all times hereafter join in the maintenance of the easement property and roadway in a condition as good as its present condition. Owners of all Lots are equally responsible for maintenance of that portion of Two Lakes Lane located on and across Lots 2-5 and 12 & 13. Owners of Lots 6-11 are equally responsible for maintenance of that portion of Two Lakes Lane located on and across Lots 6-11. If any individual Lot Owner is directly responsible for damage to Two Lakes Lane, that Owner will be responsible for repairing said damage.
 - 2.5. TAXES. Aforementioned Lots 2-13 shall pay the real property taxes on the easement strip located within the boundaries of each respective Lot

Division of Chief Deputy Clerk
Lane County Deeds and Records

2005-048667



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Exhibit "A"
Legal Description
Two Lakes Lane

Beginning a point 220.28 feet South 89°29'20" East of the Northwest corner of Lake View as platted and recorded in Book 10, Page 6, Lane County, Oregon, Plat Records, in Section 19, Township 16 South, Range 7 West of the Willamette Meridian; running thence South 0°23'12" East, 27.49 feet; thence along a 185.96 foot radius curve to the left, the chord of which bears South 18°38'20" East, 110.28 feet; thence South 39°37'05" East, 136.22 feet; thence South 35°05'30" East, 138.77 feet; thence along a 183.00 foot radius curve to the right, the chord of which bears South 30°29'36" East, 29.13 feet; thence South 26°25'51" East, 229.54 feet; thence along a 45.00 foot radius curve to the left, the chord of which bears South 25°55'46" East, 90.00 feet; thence South 25°55'52" East, 99.53 feet; thence North 63°36'43" East, 15.00 feet; thence North 25°55'52" West, 99.42 feet; thence North 64°00'27" East, 30.00 feet; thence North 25°55'52" West, 44.95 feet; thence along a 45.00 foot radius curve to the left, the chord of which bears North 45°45'52" West, 30.54 feet; thence along a 20.00 foot radius curve to the right, the chord of which bears North 46°00'52" West, 13.41 feet; thence North 26°25'51" West, 233.36 feet; thence along a 213.00 foot radius curve to the left, the chord of which bears North 30°30'47" West, 33.78 feet; thence North 35°05'30" West, 139.96 feet; thence North 39°37'05" West, 136.38 feet; thence along a 155.96 foot radius curve to the right, the chord of which bears North 18°30'48" West, 91.36 feet; thence North 0°23'12" West, 26.75 feet; thence North 89°29'20" West, 30.00 feet to the Point of Beginning, in Lane County, Oregon.

After Recording Return to:
Larry L. Brown
2301 Van Ness Street
Eugene, Oregon 97403



\$76.00

06/30/2005 02:17:48 PM

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\$5.00 \$50.00 \$10.00 \$11.00

Send Tax Statement to:
No Change

DECLARATION OF SHARED WATER AGREEMENT AND EASEMENTS

DATE: September 17, 2004

DECLARANT: Larry L. Brown
2301 Van Ness Street
Eugene, Oregon 97403

RECITALS:

A. Brown Property. Larry L. Brown ("Brown") is fee owner of Lots 1 - 10, Block 2 LAKE VIEW as platted and recorded in Book 10, Page 6, Lane County, Oregon Plat Records ("the Lake View Subdivision") which lots are described in a deed recorded June 13, 1997, Reception Number 9740207, Lane County Official Records, Lane County, Oregon attached as Exhibit "A" and incorporated herein by this reference. Brown acquired additional property along the western edge of Lots 2, 3, 6, 7 and 10 of the Lake View Subdivision as described in a Final Order of the Lane County Board of Commissioners (No. 98-4-1-20) recorded April 8, 1998, which vacated a public road that was dedicated in the plat of the Lake View Subdivision ("the Board Order").

B. Well Users' Property. Lots 1, 2, 3, 4, 5, and 6 of the Lake View Subdivision together with the area of the vacated road are presently identified as tax lots and depicted on Assessor's Map No. 16-07-19-11, copy of which is attached as Exhibit B and by this reference incorporated herein, and being more particularly described as follows:

- Tax Lot 105: Lots 1 and 2 plus vacated road area
- Tax Lot 106: Lots 3 and 4 plus vacated road area
- Tax Lot 107: Lots 5 and 6 plus vacated road area

Collectively, these properties are known as "the Well User's Property".

C. Pending Replat. A portion of the Lake View Subdivision including the Brown Property, is the subject of a replat application ("Two Lakes" or "the Replat") that has been tentatively approved by Lane County with conditions (PA 02-5142). The lots identified in Recital B above, as the Well User's Property are depicted on a copy of the tentative replat that is attached as

Exhibit "C", and by this reference incorporated herein, and will be replatted as follows:

TL 105: Lot 1 of Replat

TL 106: Lot 2 of Replat

TL 107: Lot 3 of Replat

(Hereafter in this Declaration known as Lots 1, 2 and 3 respectively).

D. The Well. Lot 1 of the Replat has a domestic well as depicted on the site plan, copy of which is attached as Exhibit "D" and by this reference incorporated herein ("the Well"). The Well is identified as OWRD ID L08850 on the State of Oregon Well Ownership Information Form, recorded on August 18, 1997, Reel No. 2326R, Reception Number 9755643 in Lane County Official Records, Lane County, Oregon. The Well is owned by Brown as the present fee owner of Lot 1. The Well will provide water to Lots 1, 2 and 3 of the Replat.

E. Water Storage. On Lot 3 of the Replat, there is a 3,000 gallon holding tank ("the Storage Tank"), located approximately 115 feet south of the Well as depicted on Exhibit "D". The Storage Tank is connected to the Well and presently provides water to a manufactured home located on Lot 2 of the Replat.

F. The Water System. The Well Users' Property is depicted on the site plan attached as Exhibit "D". It identifies Lot 1 (TL 105), Lot 2 (TL 106) and Lot 3 (TL 107), Lot 4 (TL 103), and Lot 5 (TL 100) in relation to the location of the Well on Lot 1, the existing residence on Lot 2 and the Storage Tank on Lot 3. The site plan identifies "Property X" as the area where future wells may be located to serve Lots 1, 2, and 3. The Replat (Exhibit "C") identifies "EASEMENT FOR CONSERVATION AREA", which is also known as Property "X", shown on Exhibit "D". This area is reserved for replacement well site(s). There is presently an underground pipeline connecting the Well to the Storage Tank which extends through Lot 2. Collectively, the Well, Storage Tank connecting lines, all accessory improvements (e.g. pumps, pressure tank, valves, meters, electrical facilities, etc.) and the cooperative right to use Property "X" constitutes and is the Water System as depicted on the site plan attached as Exhibit "D".

DECLARATION AND EASEMENTS:

1. Declaration. Brown hereby declares, covenants, creates and establishes a shared water agreement and reciprocal easements which establish a private water system that will be shared, operated and maintained by and provide domestic water to the owners of Lots 1, 2, and 3 ("the Lot Owners" or "Owners"). The Water System shall be cooperatively managed, operated, repaired and administered by the Owners in accordance with the terms and provisions of this Declaration.

2. Water System Easement over Lots 1, 2, and 3. Brown hereby declares and creates a perpetual, exclusive easement over Lots 1, 2, and 3 for the benefit of each and every Lot Owner to share the use, operation, maintenance and repair of the Water System pursuant to the terms

and provisions of this Declaration. This easement is appurtenant to and for the benefit of Lots 1, 2, and 3, and is for the purpose of providing domestic water to Lots 1, 2, and 3, through the mutual operation of the Water System. The Lot Owners shall each be entitled to receive one-third of the daily water production from the Water System as measured from the Storage Tank but not to exceed 1000 gallons per day per Lot Owner. These ratios of usage shall be maintained regardless of the total amount of water that the Well produces on a daily basis. The easement granted herein includes the right of ~~two or more~~ ^{any} Lot Owner(s) to drill an additional well or wells, in the area described in Recital F and depicted on Exhibits "C" (the Replat) and "D" (the Site Plan) and pursuant to subsection 6.f. herein.

3. Distribution Easements. Brown hereby declares and creates reciprocal, perpetual easements for the benefit of Lots 1, 2 and 3 over, under and across Lots 1, 2 and 3 for future water distribution lines and other utility services necessary to operate, repair and maintain the Well and the Storage Tank, including construction and maintenance of distribution lines for connections of future structures on Lot 1 and Lot 3 to the Water System. This easement is not specifically described but is ten (10) feet wide and extends from the Well, Lot 1 to the Storage Tank, Lot 3. Brown also declares and creates for the benefit of the owners of Lots 1, 2 and 3 a temporary easement beyond the area depicted on Exhibit "D" for use during construction, location, installation and maintenance of distribution and utility lines, installation of a pump, activation of the Well and the Storage Tank, and any other activities necessary to exercise their right to use the Well.

4. Non-Disturbance Easement. Brown hereby declares and creates a reciprocal easement for the benefit of the Lot Owners, for the area within 100 feet of the Well which easement restricts the Lot Owners' use of this area as follows:

- a) The Owners of Lot 1 and Lot 2 shall not maintain or create a public health hazard within a minimum of 100 feet of the Well site.
- b) Public or private roadways may be allowed within 100 feet of the Well provided the Well is protected against contamination from hazardous liquids which may be spilled on the roadway and is protected from unauthorized access.
- c) No existing or pit privy, subsurface sewage disposal drainfield, cesspool, solid waste disposal site, pressure sewer line, buried fuel storage tank or any other similar public health hazards, shall be permitted within 100 feet of the Well.

5. Costs of Future Construction. The cost of construction for the installation of well distribution lines to Lots 1 and 3 as depicted on Exhibit "D" and for other improvements necessary to make the Well and the Storage Tank available to those Lots shall be the responsibility of the individual Lot Owner who is connecting to the Water System.

6. Costs of Future Maintenance. After the Water System is completed and water is made

available to Lots 1, 2, and 3, the cost of maintenance, repair and replacement of the Well, the Storage Tank, all distribution lines depicted on Exhibit "D" and accessory improvements thereto shall be the responsibility of each Lot Owner, its successors and assigns in equal pro rata shares, except as described below. This obligation to operate, maintain and repair on the part of each Lot Owner shall include and be subject to the following:

a. Each Lot Owner shall be responsible for maintenance, repair and replacement of any distribution lines and accessory improvements which extend from the Well, the Storage Tank or the primary distribution lines to structures, facilities and uses located on their individual properties.

b. Each Lot Owner shall be responsible for the cost of repairing damage caused by that Owner, their permittees, invitees, agents, licensees or guests to the Well, the Storage Tank, the distribution lines or any other part of the Water System. If there is a dispute as to the cause of the damage, the Lot Owners, or any one of them, may repair and require arbitration of the issue of causation in which case a single arbitrator shall be selected by mutual agreement of the parties involved and a decision made in accordance with the standard rules of arbitration for the American Arbitration Association.

c. There is a single electrical meter for the Water System. The Lot Owners shall share in the cost of providing electricity to the Water System in shares measured by the amount of water used during the previous month. For example, if the electrical bill is \$100 and the previous month's water use is: Lot 1: 0 gallons, Lot 2: 5000 gallons, Lot 3: 2500 gallons; the amount owed by each Lot Owner would be: Lot 1: \$0, Lot 2: \$66.67 and Lot 3: \$33.33.

d. The Owners of the Well Users' Property shall share equally in the cost of repair of any problem or failure related to the Well, the Storage Tank, accessory improvements and any other part of the Water System, except that the individual Lot Owners shall be responsible for the repair, maintenance and operation of the separate distribution lines that provide water from the Water System to a specific Lot.

e. The Owners shall be solely responsible for real property taxes assessed to land upon which the Water System is located but the Lot Owners will share equally the cost of any taxes that might be assessed against the Well, the Storage Tank and any other improvements that are part of the Water System.

f. If, for whatever reason, the production of water from the Well should decline such that the amount of water is not sufficient to meet the expectations or needs of any of the Lot Owners, two or more of the Owners may elect to construct or drill a new well in replacement of the existing Well. The electing Owners may utilize any portion of the Well Users' Property including Property X as identified on the attached Exhibit "D" and described in Recital F above. Each Lot Owner will be responsible for their pro rata share of the cost of construction or drilling of a new well, regardless of whether that Owner agreed with or made the election to drill a new

well.

7. Meters. All Owners shall install and maintain at all times in operable condition a meter sufficient to monitor the allocation of water to that Owner's Lot. The cost of installation of the meter shall be borne by Owner of the Lot which it serves.

8. Waiver of Liability. The Lot Owners assume all risks arising out of their individual use and consumption of water from the Water System.

9. Notices. Any notice, request or demand required or permitted to be given under this Declaration shall be deemed to have been given only when it is in writing, has been hand delivered or deposited in the United States mail, with postage prepaid, to be forward by certified or registered mail, and is addressed to the record owner at the address specified in the records of the Lane County Department of Assessment and Taxation or at such other address as a Lot Owner may for themselves designate from time to time by giving written notice to the other Lot Owners.

10. Indemnification. The Lot Owners agree to indemnify, hold harmless and defend each other from any loss, claim or liability arising in any manner from their use of the Well, the Storage Tank or any part of the Water System and access thereto which is caused by them or their family members, agents, employees, independent contractors or invitees.

11. Binding Effect. All of the covenants, agreements, conditions and terms contained in this Declaration shall be binding upon, apply and inure to the benefit of the successors and assigns of the respective parties hereto.

12. Legal Proceedings. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Declaration, the prevailing party in such proceeding shall be entitled to recover a reasonable attorney's fee in such proceedings, and on any appeal thereof, in addition to the costs and disbursements allowed by law.

13. Integration. This Declaration constitutes a final and complete statement of the Declaration between the parties and fully supercede all prior agreements or negotiations, written or oral. The Lot Owners acknowledge that there are no representation or warranties that are not expressly stated herein.

14. Waiver. No waiver of any right arising out of a breach of any covenant, term or condition of this Declaration shall be a waiver of any rights arising out of any other or subsequent breach of the same or other covenant, term or condition, or a waiver of the covenant, term or condition itself.

15. Amendment. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners except that any amendment that materially affects an Owner's

easement rights granted herein must be approved by the affected Lot Owner.

DECLARANT

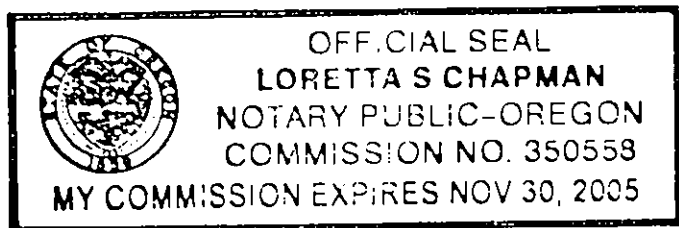
Larry L Brown 9/17/04
Larry L. Brown Date

STATE OF OREGON)

) ss.

County of Lane)

This instrument was acknowledged before me on September 17, 2004 by Larry L. Brown.



Loretta S Chapman
Notary Public for Oregon
My commission expires: 11/30/05

9740207

TITLE NO. 224,551
ESCROW NO. 10-5124-97
TAX ACCT. NO. 71877

WARRANTY DEED - STATUTORY FORM
(INDIVIDUAL or CORPORATION)

5-12-97

WESLEY W. LATHEN, Trustee of the
~~WES LATHEN FAMILY TRUST, Grantee,~~

conveys and warrants to

LARRY L. BROWN, Grantee,

the following described real property, free of encumbrances except as specifically set forth herein:

lots 1 through 10 inclusive, Block 2, Lane View, as platted and returned in Book 10, Page 6, Lane County Oregon Plat Records, in Lane County, Oregon.

This instrument will not allow use of the property described in this instrument in violation of applicable land-use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department for approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

Encumbrances:

THE RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE PREMISES HEREBY DESCRIBED LYING WITHIN ANY PUBLIC ROAD OR HIGHWAY.

The true consideration for this conveyance is \$53,000.00 (Here comply with the requirements of ORS 93.030).

Dated this 6th day of June, 1997, if a corporate grantor, to be signed by order of its board of directors.



Wesley W. Lathen
WES LATHEN FAMILY TRUST BY Wesley W. Lathen, Trustee

STATE OF OREGON, County of Lane ss.

This instrument was acknowledged before me on June 6, 1997, by WES LATHEN FAMILY TRUST By Wesley W. Lathen, Trustee

[Signature]
Notary Public for Oregon

My commission expires: 6/25/2000

WES LATHEN FAMILY TRUST
3793 GILLEN RD
EUGENE OR 97408
GRANTOR'S NAME AND ADDRESS

Until a change is requested all tax statements shall be sent to the following address:
*** SAME AS GRANTEE ***

LARRY L. BROWN
2301 VANNESS ST
EUGENE OR 97403
GRANTEE'S NAME AND ADDRESS

After recording return to:
TITLE GUARANTY COMPANY OF OREGON
299 EAST 10TH AVENUE
EUGENE, OR 97401

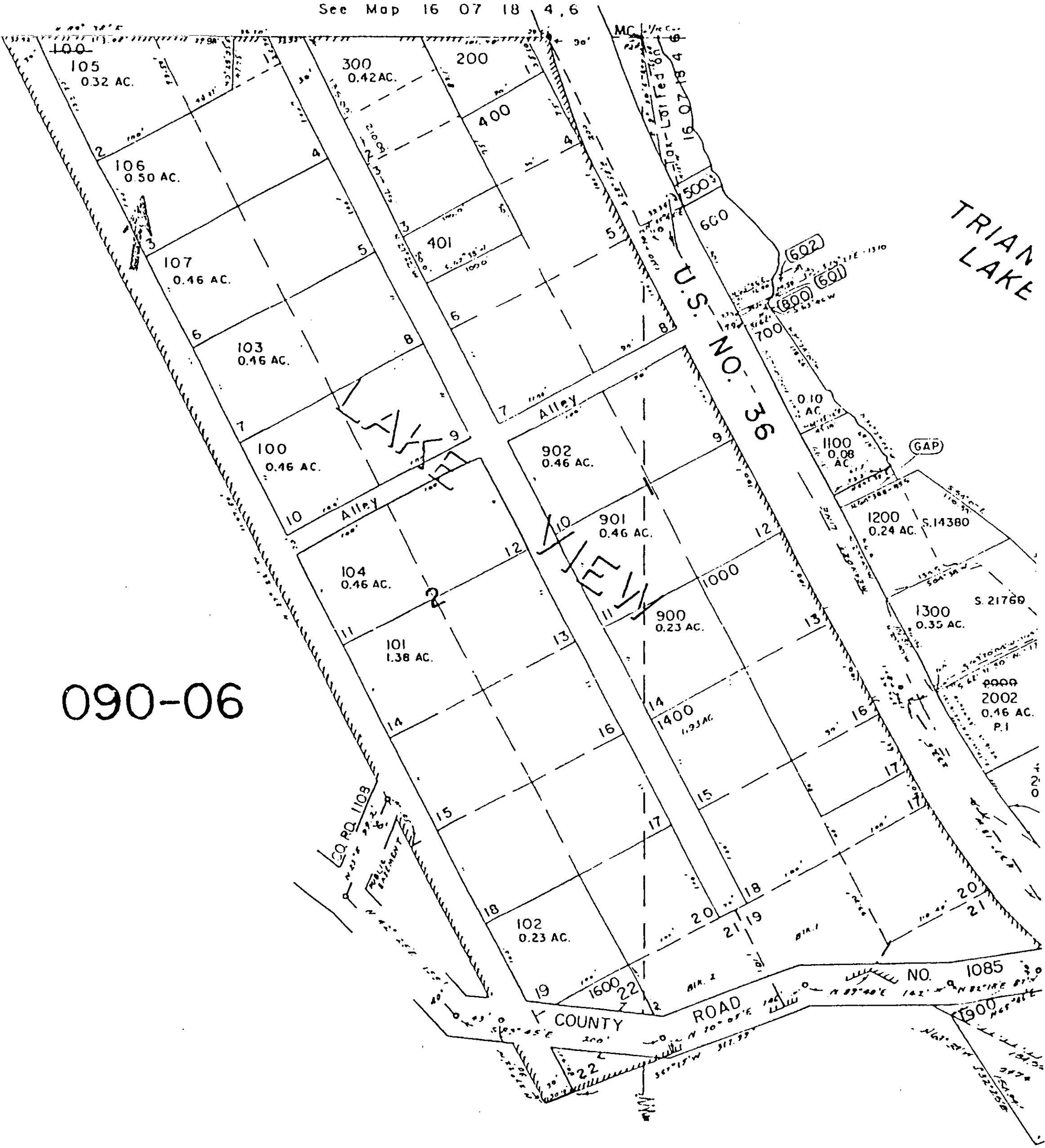
State of Oregon
County of Lane - ss.
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

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2305R

Per Lane County Official Records Lane County Clerk

[Signature]
County Clerk



090-06

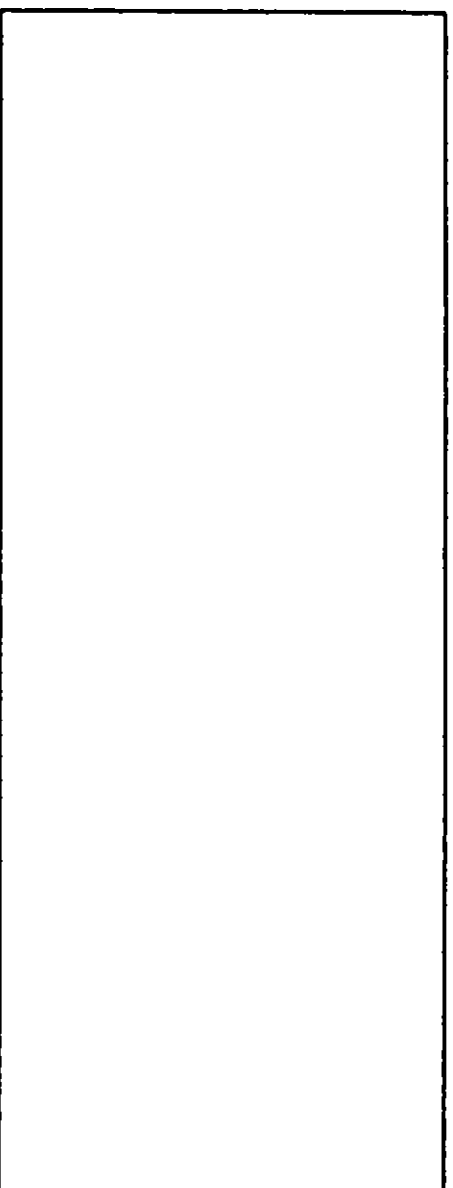
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BLOCK 2

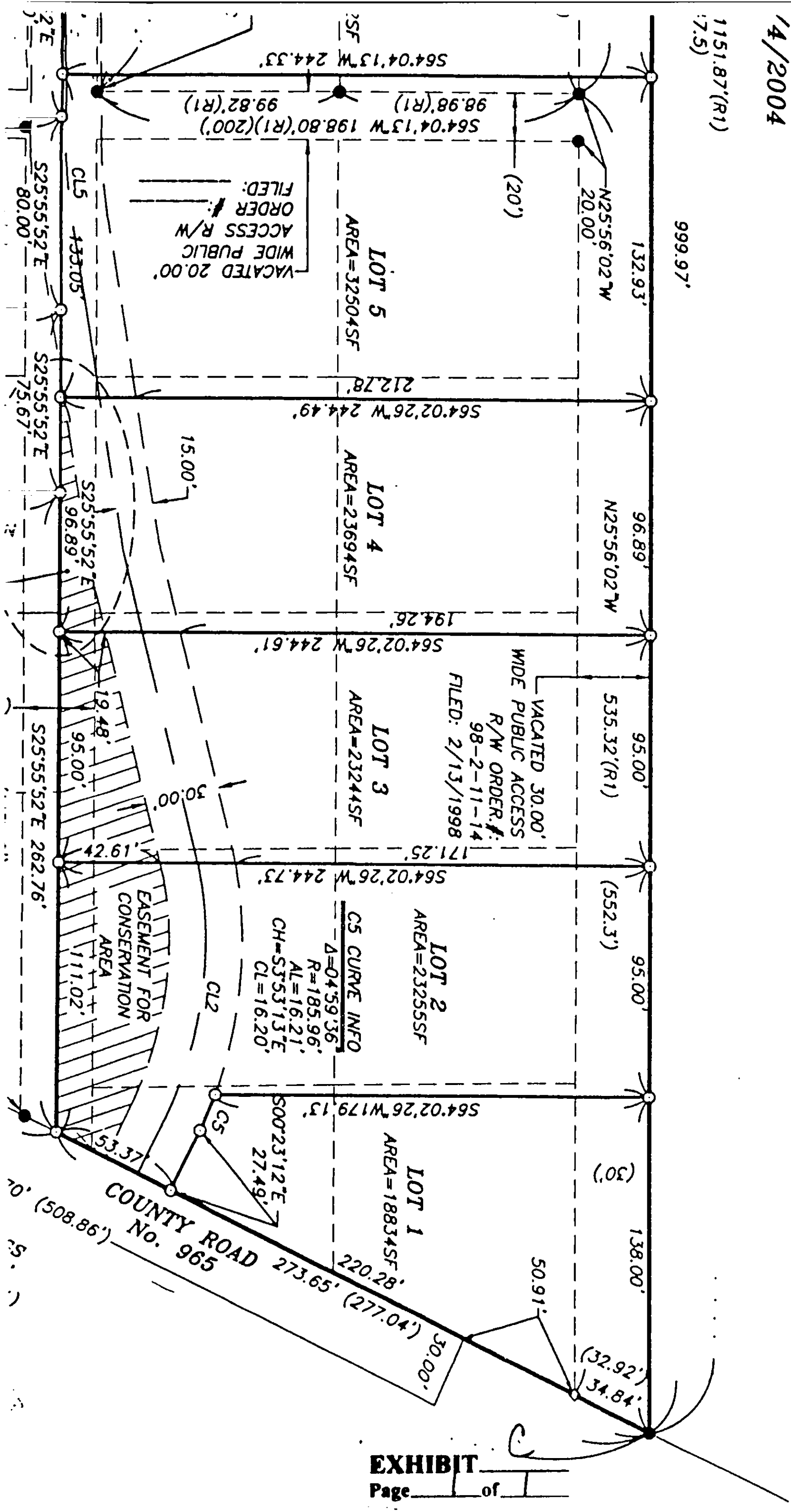
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S., RANGE 7 W. W.M.
OREGON
1/4/2004

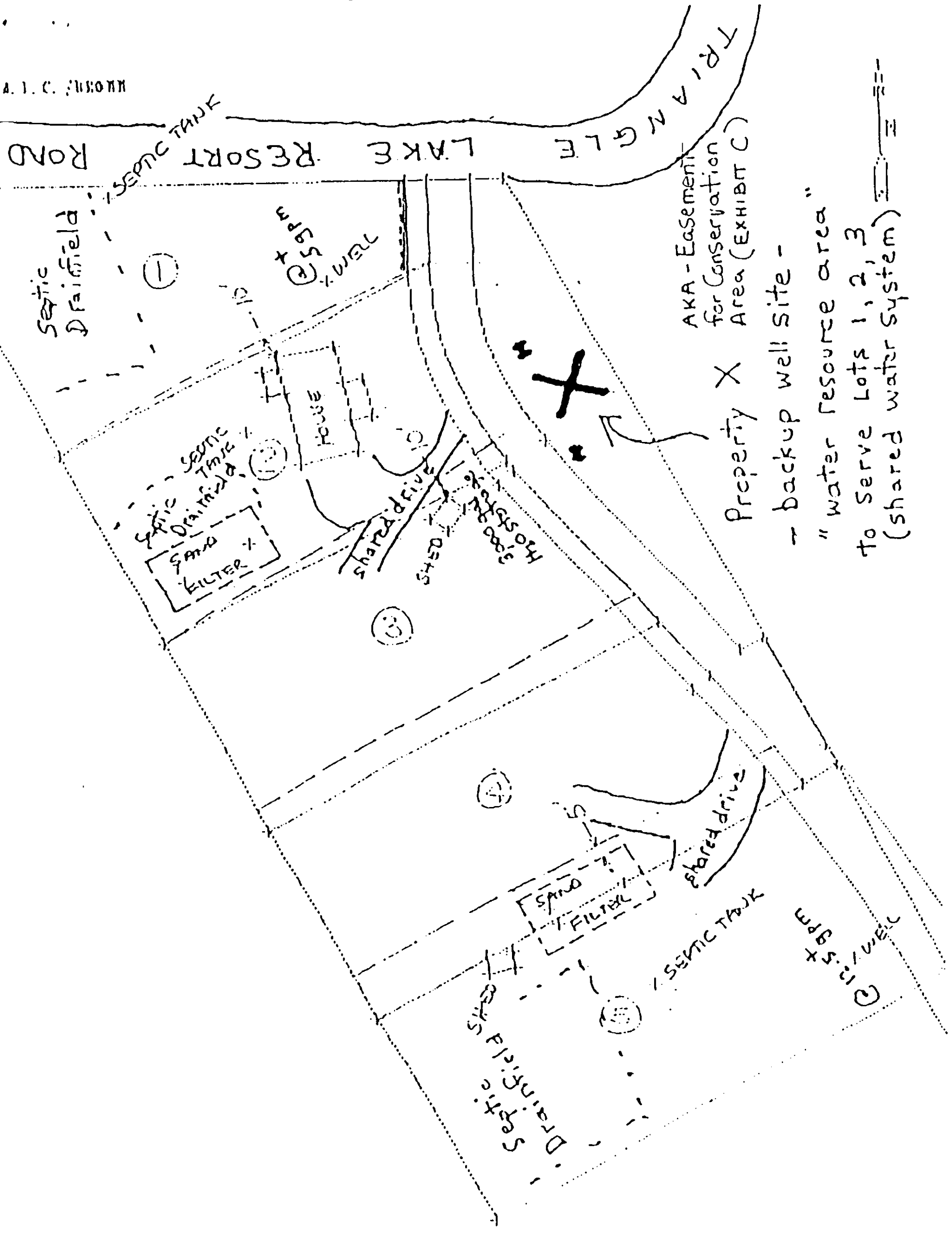
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LANE COUNTY SURVEYORS OFFICE
C.S. FILE NO. _____
FILING DATE _____





AKA - Easement for Conservation Area (EXHIBIT C)

Property X
- backup well site -
"water resource area"
to serve Lots 1, 2, 3
(shared water system)

CONCURRENCE

KNOW ALL MEN BY THESE PRESENTS that Ray N. Franz, is the beneficiary in the amount of \$270,000.00 to property referred to in a certain Deed of Trust recorded December 3, 2003, Reception No. 2003-116822, Lane County Official Records, Lane County, Oregon.

FURTHER, said property is being Subdivided according to Oregon Revised Statutes.

NOW THEREFORE, Ray N. Franz, hereby gives his consent and concurrence to the Subdividing of said property.

Dated this 22 day of September, 2004.

Ray N. Franz

Division of Chief Deputy Clerk
Lane County Deeds and Records

2005-048669



\$26.00

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\$5.00 \$10.00 \$11.00

State of Oregon)
County of ^{Washington} ~~Lane~~)ss

Personally appeared before me, Ray N. Franz, as his free and voluntary act and deed.

Dated this 22 day of September, 2004.

Linda Lovos

Notary Public of Oregon

My commission expires 4/27/07

