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Hayden Enterprises, Inc.
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756
Attn.: Karen Halstead

D-EAS Cnt=1 Str=23 PG
\$15.00 \$11.00 \$10.00 \$5.00

**DECLARATION OF SANITARY SEWER EASEMENT
(Benefiting Lots 61 and 62, Antler Ridge, Phase 2)**

Hayden Enterprises, Inc., a Washington corporation (the "Declarant"), is the owner and developer of that certain subdivision known as Antler Ridge, Phase 2, as shown on the duly recorded plat of Antler Ridge, Phase 2, located in the City of Redmond, Deschutes County, Oregon (the "Plat") recorded 05/29, 2007, as Document No. 2007-30223.

Declarant is the owner of Lots 62 and 63 of Antler Ridge, Phase 2, Deschutes County, Oregon (each a "Burdened Lot" and collectively, the "Burdened Lots"). The Plat creates private sanitary sewer easements (the "Easements") on a portion of each of the Burdened Lots as shown on the Plat (the "Easement Area") for the benefit of Lots 61 and 62 within Antler Ridge, Phase 2 as shown on the Plat (each a "Benefited Lot," and collectively, the "Benefited Lots"). The Burdened Lots and the Benefited Lots are hereinafter referred to as the "Lots." Declarant now desires to set forth the terms and conditions of the Easements.

Accordingly, Declarant hereby declares that the real property described herein shall be held, conveyed, hypothecated, encumbered, and used, subject to the easements and covenants set forth herein:

1. Scope of Easements/Grant of Access Easement.

Declarant hereby declares that the Easements are perpetual nonexclusive easements on, over, across and under the Easement Area for the installation, inspection, maintenance, upkeep, repair, restoration and replacement of sewer facilities and their appurtenances (the "Sewer Pipes") for the benefit of the Benefited Lots. Additionally, Declarant hereby declares, grants and imposes a perpetual access easement for owners of the Benefited Lots to enter onto the Easement Area for the purpose of making repairs to the Sewer Pipes located in the Easement Area as provided in Sections 4.1.a.

2. Duration and Nature of Declaration.

This Declaration of Sanitary Sewer Easement (this "Declaration") shall continue in perpetuity. This Declaration is intended to and does attach to and run with the Benefited Lots and Burdened Lots and bind the owners of the Benefited Lots and Burdened Lots, their heirs, assigns and successors in interest. Every person or entity who now or hereafter owns or acquires any right, title, estate or interest in or to the Lots is and shall be conclusively deemed to have

consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Lot.

3. Construction of Improvements.

The Declarant shall install the initial Sewer Pipes at Declarant's sole expense.

4. Maintenance.

4.1 By Owners of Benefited Lots.

- (a) Costs of Maintenance. Each owner of a Benefited Lot shall be responsible for the inspection, maintenance, upkeep, repair, restoration and replacement of the Sewer Pipe serving the Benefited Lot and shall pay all costs incurred in connection therewith. Notwithstanding the foregoing, in the event that damage to the Sewer Pipe is caused by the negligent act or omission of the owner of any Burdened Lot or his or her guest, invitee, licensee, contractor, or agent, the owner of such Burdened Lot shall be responsible for repair of the damage to the Sewer Pipe at its sole expense.
- (b) Limits on Use of Easement Area. No owner of a Burdened Lot shall use the Easement Area in any way that might interfere with the Easements.

5. Modification or Termination.

The owners of the Benefited Lots and Burdened Lots may not withdraw from, modify or dissolve this Declaration except with the prior written approval and consent of the owners of the other Lots, as evidenced by a written instrument recorded in the Official Records of Deschutes County, Oregon.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of May 23, 2007.

DECLARANT:

HAYDEN ENTERPRISES, INC., a Washington corporation

By:  _____

Its: PRESIDENT _____

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me the 23 day of May, 2007, by Dennis P. Murphy, the President of Hayden Enterprises, Inc., a Washington corporation, on behalf of said corporation.



Heidi L. Black
Notary Public, State of Oregon
My Commission Expires: Sept. 6, 2010