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After Recording Return  
Original to:

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

**DECLARATION OF SANITARY SEWER EASEMENT  
(Benefiting Lot 85, 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 Lot 86 of Antler Ridge, Phase 2, Deschutes County, Oregon (the "Burdened Lot"). The Plat creates a private sanitary sewer easement (the "Easement") on a portion of the Burdened Lot as shown on the Plat (the "Easement Area") for the benefit of Lot 85 within Antler Ridge, Phase 2 as shown on the Plat (the "Benefited Lot"). The Burdened Lot and the Benefited Lot are hereinafter referred to as the "Lots." Declarant now desires to set forth the terms and conditions of the Easement.

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 Easement/Grant of Access Easement.

Declarant hereby declares that the Easement is perpetual nonexclusive easement 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 Pipe") for the benefit of the Benefited Lot. Additionally, Declarant hereby declares, grants and imposes a perpetual access easement for owner of the Benefited Lot to enter onto the Easement Area for the purpose of making repairs to the Sewer Pipe 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 Lot and Burdened Lot and bind the owners of the Benefited Lot and Burdened Lot, 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 Pipe at Declarant's sole expense.

4. Maintenance.

4.1 By Owner of Benefited Lot.

(a) Costs of Maintenance. The Owner the Benefited Lot shall be responsible for the inspection, maintenance, upkeep, repair, restoration and replacement of the Sewer Pipe 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 the Burdened Lot or his or her guest, invitee, licensee, contractor, or agent, the owner of the 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. The owner of the Burdened Lot shall not use the Easement Area in any way that might interfere with the Easement.

5. Modification or Termination.

The owners of the Lots may not withdraw from, modify or dissolve this Declaration except with the prior written approval and consent of the owners of the other Lot, 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: September 6, 2010