

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2002-022730



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**GRANT AND DECLARATION OF  
PRIVATE RECIPROCAL UTILITY, ACCESS, AND DRAINAGE EASEMENTS  
AND MAINTENANCE AGREEMENT  
FOR AVALON VILLAGE PHASE 7  
LOT NUMBERS 279-284**

**RECITALS:**

- A. **Declarant:** This Private Reciprocal Utility, Access and Drainage Easements and Maintenance Agreement is made and declared by Northwest Land Partners, L.L.C., an Oregon Limited Liability Company, hereafter "Declarant."
- B. **Subject Property:** Declarant is owner of fee title to the real property described as AVALON VILLAGE PHASE 7 as platted and recorded in R. R. # 2002 02 27 26, Lane County, Oregon Plat Records (hereafter "Avalon Village Phase 7").
- C. **Purpose.** This Agreement is made to satisfy the requirements of the City of Eugene for final subdivision plat approval of Avalon Village Phase 7 and to assure that the private driveways, sidewalks and utilities stay in good repair and remain available for normal use and maintenance.
- D. **Related Easement and Maintenance Agreements.** Avalon Village Phase 7 consists entirely of groups of five or six single-family detached homes on separate lots, sharing private "courtyard" driveways, entrance sidewalks, drainage ways, and other private utilities. Vehicular, pedestrian and utility access to public streets is by way of these easements. Separate but identical easement and maintenance agreements are to be established and recorded for each group of five or six lots sharing a courtyard driveway prior to sale of any homes in that group. This instrument applies to Lots 279-284 of Avalon Village Phase 7.

**WITNESSETH:**

NOW, THEREFORE, in consideration of the foregoing recitals, which are expressly made a part of this declaration, the undersigned hereby declares as follows:

1. **GRANT AND DECLARATION OF EASEMENTS:** There are hereby declared, granted, and conveyed perpetual and non-exclusive easements for vehicular and pedestrian ingress and egress, drainage, and for provision of private utilities, to and from Lots 279-284 of "Avalon Village Phase 7 Final Plat," as depicted on Page 3 of the final plat of Avalon Village Phase 7, recorded in R. R. # 2002022726, Lane County, Oregon Plat Records, a copy of which is attached hereto as Exhibit "A."

It is further declared that:

- a. the private utility easements may be used for the installation and maintenance of only such utilities as are needed to serve said lots, and use of concurrent vehicular and pedestrian access easements shall be consistent with such use and maintenance;

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**Private Reciprocal Utility, Access, Drainage, Maintenance Easements & Agreement**

<b>Declarant/Grantor:</b> Northwest Land Partners, LLC. Recording charges shall be paid by	Northwest Land Partners, LLC
After recording return to	5403 Jeffrey Way
Northwest Land Partners, LLC	Eugene, OR 97402
5403 Jeffrey Way	
Eugene, OR 97402	

- b. the joint vehicular access easements may be used both for pedestrian and vehicular access and utilities for said lots;
- c. no private utilities may be constructed within the public utility easements located within the joint vehicular access easements;
- d. the drainage and pedestrian easements may be used only for the installation and maintenance of sidewalks, stormwater drains and piping needed to serve said lots, and improvements therein shall be limited to sidewalks, fencing and landscaping which does not impede the functionality and proper maintenance of the drainage facilities.
- e. It is expressly understood that no rights outside of the easement boundaries are created by this declaration.

**2. EXTENT:** The easements created by this declaration are not personal or in gross but are appurtenant to and for the benefit of each said Lot and only said Lots 279-284 of Avalon Village Phase 7.

**3. DURATION:** The easements created by this declaration shall be permanent and perpetual and shall constitute covenants running with the land and shall be binding on and inure to the benefit of all heirs, successors and assigns of Lots 279-284 of Avalon Village Phase 7. **Owners of said mutually benefitted and burdened lots agree by becoming lot owners to be bound by all the terms of this agreement.**

**4. EXCLUSIVE USE AND BENEFIT.** The easements provided herein shall be exclusive to and enforceable only by the owners, heirs, successors and assigns of Lots 279-284 of Avalon Village Phase 7, and each shall be entitled to use the easements for the vehicular and pedestrian access, drainage, and utility purposes for which they are provided. The easements shall not be impeded by any lot owner or lot owner's tenants, invitees, permittees, or licensees. Except for temporary or emergency conditions, no party shall have the right to park any vehicle in the vehicular access easement right of way.

**5. MAINTENANCE.** Any lot owner may cause the appurtenant access easement driveway, sidewalk drainage way, utility, or any portion thereof to be maintained or repaired. The party causing such maintenance or repair to be done shall pay for such work and shall be reimbursed by other lot owners as follows:

- Repairs to driveway and other facilities serving six lots in cluster: 1/6 share per lot served.
- Repairs to driveway and other facilities serving five lots in cluster: 1/5 share per lot served.
- Repairs to water lines and other facilities serving four lots in cluster: 1/4 share per lot served.
- Repairs to facilities serving three lots: 1/3 share per lot served.
- Repairs to facilities serving two lots: 2 share per lot served.

Where a sidewalk or other facility is located on the line between Avalon Village Phase 7 courtyard clusters, costs shall be shared between lots served on the same basis as set forth in this paragraph and in the parallel provision of the Private Reciprocal Utility, Access and Drainage Easements and Maintenance Agreement for the adjoining cluster.

**6. TAXES.** Real property taxes shall be paid by the owner of the underlying property upon which an easement area is located.

**7. CONTRIBUTION AND INDEMNIFICATION.** Any lot owner may seek contribution for any expenses paid hereunder which have been paid by that lot owner and which are properly attributable to another lot owner or owners.

**8. FURTHER DOCUMENTS.** This agreement does not amend any other easement, declaration, agreement or covenant applicable to the property affected hereby. In the event that the City of Eugene requires any further grants or easements to document and effectuate the easements created herein, Declarant represents that it will execute said grants of easements.

**9. MEDIATION AND ARBITRATION.** In the event of a dispute among lot owners concerning or related to this declaration concerning or related to this declaration of the easements or obligations created hereby, the lot owners are encouraged to resolve their differences through mediation, meaning an attempt to resolve differences through voluntary agreement with the assistance of a trained mediator.

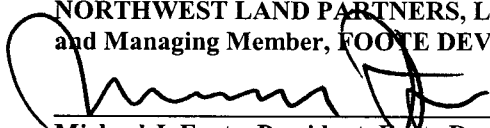
All such disputes not submitted to or resolved through mediation shall be settled by formal binding arbitration; provided, however, that nothing herein shall prevent a lot owner from requesting injunctive or other equitable relief from a court of competent jurisdiction in appropriate case. In such cases, the court may decide all issues necessary to provide complete resolution of the controversy. A party substantially prevailing in an arbitration or judicial proceeding shall be entitled to recover its attorney fees reasonably incurred in arbitration, trial, or any appeals therefrom.

**10. LIENS.** All sums payable under a final arbitration order or judgment entered pursuant to Paragraph 9 hereof shall constitute liens upon a lot or lots subject to this easement agreement in the amounts specified therefor in the final order.

**11. AMENDMENT.** This agreement may be amended from time to time by unanimous written agreement of the record owners of all lots within the cluster, as listed above, making reference to the recording number of this agreement. Any such amendment shall become effective only upon recording same in the Lane County Oregon property records.

**IN WITNESS WHEREOF**, the undersigned Declarant has executed this GRANT AND DECLARATION OF PRIVATE RECIPROCAL UTILITY, ACCESS AND DRAINAGE EASEMENTS AND MAINTENANCE AGREEMENT on this 29 day of January, 2002.

**NORTHWEST LAND PARTNERS, LLC, an Oregon Limited Liability Company, by its authorized agent and Managing Member, FOOTE DEVELOPMENT COMPANY, INC., an Oregon corporation.**

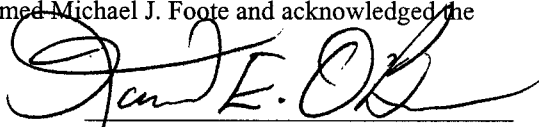


**Michael J. Foote, President, Foote Development Company**

**ACKNOWLEDGMENT**

STATE OF OREGON     )  
  ) ss.  
County of Lane        )

On 1-29-02, personally appeared the above-named Michael J. Foote and acknowledged the foregoing to be his voluntary act and deed.

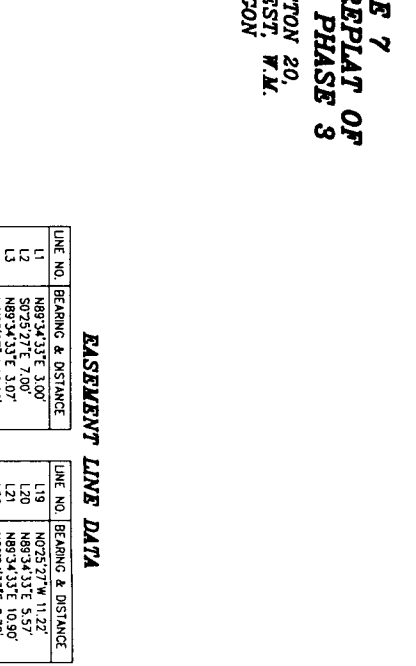
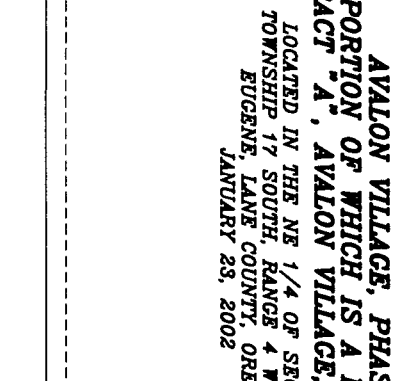
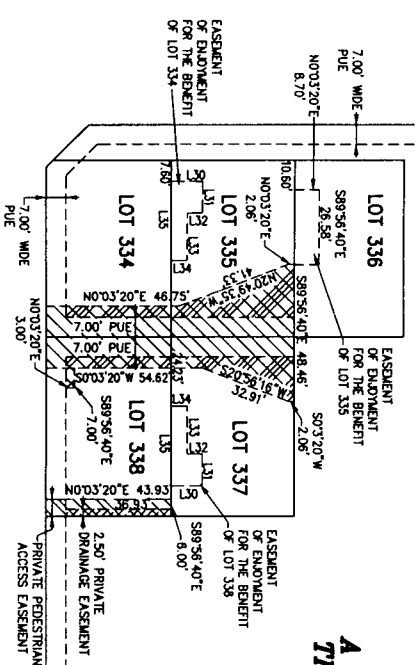


Notary public for Oregon  
My commission expires: 7-22-05



# EXHIBIT "A"

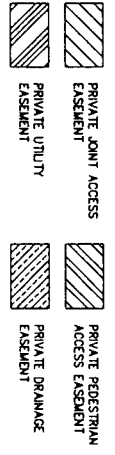
**AVALON VILLAGE, PHASE 7**  
**A PORTION OF WHICH IS A REPLAT OF**  
**TRACT "A", AVALON VILLAGE, PHASE 3**  
 LOCATED IN THE NE 1/4 OF SECTION 20,  
 TOWNSHIP 17 SOUTH, RANGE 4 WEST, T.1N.  
 EUGENE, LANE COUNTY, OREGON  
 JANUARY 23, 2002



### EASEMENT LINE DATA

LINE NO.	BEARING & DISTANCE	LINE NO.	BEARING & DISTANCE
L1	N89°34'33"E 3.00'	L19	N07°25'27"W 11.22'
L2	S07°25'27"E 7.00'	L20	N89°34'33"E 3.57'
L3	N89°34'33"E 3.07'	L21	N89°34'33"E 3.07'
L4	N89°34'33"E 3.07'	L22	N89°34'33"E 8.70'
L5	N89°34'33"E 3.07'	L23	S07°25'27"E 26.89'
L6	N07°25'27"W 11.17'	L24	S07°25'27"E 3.75'
L7	S89°34'33"W 8.40'	L25	N07°25'27"W 11.50'
L8	S07°25'27"E 28.08'	L26	S07°25'27"E 3.87'
L9	N89°34'33"E 3.87'	L27	N07°25'27"W 3.55'
L10	N07°25'27"W 24.27'	L28	S07°25'27"E 2.00'
L11	S07°25'27"E 3.50'	L29	S07°25'27"E 5.00'
L12	S07°25'27"E 6.42'	L30	N07°25'27"E 10.90'
L13	S89°34'33"W 20.05'	L31	S89°36'40" 11.17'
L14	N89°34'33"E 8.72'	L32	S07°25'27"E 5.33'
L15	S89°34'33"E 5.37'	L33	S89°36'40" 5.37'
L16	S89°34'33"E 3.38'	L34	N89°36'40"W 28.08'
L17	N07°25'27"W 22.50'	L35	N07°25'27"E 25.73'
L18		L36	
		L37	

### LEGEND



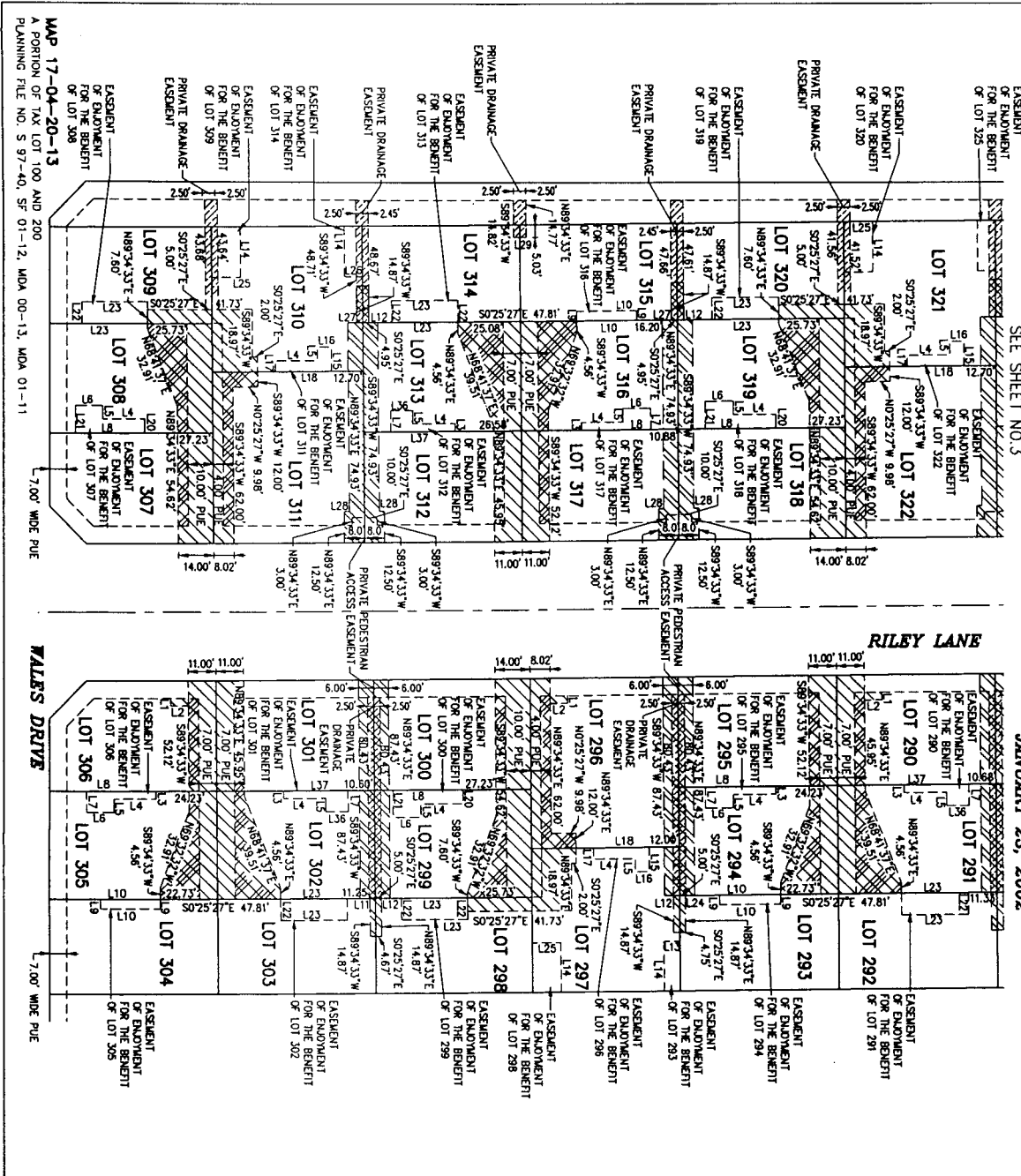
MAP 17-04-20-13  
 A PORTION OF TAX LOT 1000 AND 200  
 PLANNING FILE NO. S 97-40, SF 01-12, MDA 00-13, MDA 01-11

SEE SHEET NO. 4

REGISTERED PROFESSIONAL LAND SURVEYOR  
 GREGORY TEO 2488  
 PREPARED BY:  
 ROBERTS SURVEYING INC.  
 P.O. BOX 7155  
 EUGENE, OREGON 97401  
 PHONE (541)345-1112

# EXHIBIT "A"

**AVALON VILLAGE, PHASE 7**  
**A PORTION OF WHICH IS A REPLAT OF**  
**TRACT "A", AVALON VILLAGE, PHASE 3**  
 LOCATED IN THE NE 1/4 OF SECTION 20,  
 TOWNSHIP 17 SOUTH RANGE 4 WEST, T.M.  
 EUGENE, LAINE COUNTY, OREGON  
 JANUARY 29, 2002



SEE SHEET NO.3

RILEY LANE

VALES DRIVE

**EASEMENT LINE DATA**

LINE NO.	BEARING & DISTANCE
L1	N89°34'33"E 3.00'
L2	S07°25'27"E 7.00'
L3	N89°34'33"E 3.07'
L4	N07°25'27"W 16.92'
L5	N89°34'33"E 5.33'
L6	N07°25'27"W 11.17'
L7	S89°34'33"W 8.40'
L8	S07°25'27"E 28.08'
L9	N89°34'33"E 3.97'
L10	S07°25'27"E 3.82'
L11	S07°25'27"E 3.82'
L12	S07°25'27"E 3.50'
L13	S07°25'27"E 6.42'
L14	N89°34'33"W 20.03'
L15	N89°34'33"E 9.72'
L16	S07°25'27"E 5.58'
L17	N89°34'33"W 4.38'
L18	N07°25'27"W 22.50'

LINE NO.	BEARING & DISTANCE
L19	N07°25'27"W 11.22'
L20	N89°34'33"E 5.57'
L21	N89°34'33"E 10.90'
L22	S07°25'27"E 26.58'
L23	S07°25'27"E 3.75'
L24	N07°25'27"W 11.50'
L25	S07°25'27"E 7.11'
L26	S07°25'27"E 2.00'
L27	S07°25'27"E 5.00'
L28	S07°25'27"E 8.81'
L29	S07°25'27"E 25.75'

**LEGEND**

- PRIVATE JOINT ACCESS EASEMENT
- PRIVATE UTILITY EASEMENT
- PRIVATE PEDIESTRIAN ACCESS EASEMENT
- PRIVATE DRAINAGE EASEMENT

REGISTERED PROFESSIONAL LAND SURVEYOR  
 AUSTIN  
 TEO C. ABERN  
 ENGINEER 12-31-2003

PREPARED BY:  
 ROBERTS SURVEYING INC.  
 P.O. BOX 7155  
 EUGENE, OREGON 97401  
 PHONE (541)345-1112

THIS SURVEY WAS MADE ON A HEMLETT PACKARD DESIGNET 750C USING A HEMLETT PACKARD 51845A CARTRIDGE AND BULLROG POLYESTER FILM #B7804U.