

WAIVING RIGHT OF REMONSTRANCE AGAINST
CUSTOMARILY (COMMONLY) ACCEPTED FARM
OR FORESTRY PRACTICES

87059946

This Agreement and Waiver is entered into this 4 day of December 1987
This Agreement and Waiver is for the benefit of the parties hereto and Washington
County, Oregon. The undersigned, being the legal owner(s) of real property herein-
after described, do hereby agree as follows: That the undersigned consent to the
use of properties within the vicinity of the real property hereinafter described,
for customarily (commonly) accepted farm or forestry practices, to the extent that
said practices are allowed by Washington County's Land Use laws.

This Agreement and Waiver is in consideration of: 87-305-PA
in the AF-5

(EFC, EFU, AF-20, AF-16, AF-5 or RR-5)
District and is required by the Rural/Natural Resource Plan Element and the
Community Development Ordinance of Washington County Relating to Land Use.

This Agreement and Waiver shall be construed as a consent to those customarily
(commonly) accepted farm or forestry practices within the vicinity of the hereinafter
described property to the extent that the farm or forestry practice is allowed by
Washington County's Zoning laws, including any applicable dimensional and use re-
quirements.

The property subject to this waiver of remonstrance is described as Map
28311 Tax Lot 1004101 and is more particularly described as

ATTACHED EXHIBIT "A"

This Agreement and Waiver shall in no way limit, restrict or pre-empt, the
authority of Washington County to exercise any of its governmental authority as
regards the subject site.

It is hereby intended that this Agreement and Waiver shall be binding on our-
selves and all subsequent owners of the hereinabove described property as well as
any of the aforesaid's heirs, successors, assignees or purchasers of the hereinabove
described property and shall run with the title to the said property.

This Agreement and Waiver shall immediately be recorded in the Deed Records of
Washington County of the above-described property and shall not be removed until this
waiver is not longer required by Washington County's zoning laws.

SIGNED AND DATED this 4 day of December 1987

Robert C. Meeker
Bonnie J. Meeker

STATE OF OREGON }
County of Washington } ss

BE IT REMEMBERED that on this 4 day of December 1987 before me, the
undersigned, a notary public in and for said county and State, personally appeared the
within named Robert C. Meeker & Bonnie J. Meeker known to
me to be the identical individual(s) described in and who executed this instrument and
acknowledged to me that the same was executed freely and voluntarily with full know-
ledge of the facts and circumstances regarding the issuance of:

After recording, please return to
the Planning Department

Ryan M. O'Brien
RYAN M. O'BRIEN
NOTARY PUBLIC OREGON
My Commission Expires 2-12-92

Notary Public for Oregon
My Commission Expires: _____

1-2

WARRANTY DEED

87048512

KNOW ALL MEN BY THESE PRESENTS, That Robert C. Meeker and Bonnie J. Meeker, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Robert C. Meeker and Bonnie J. Meeker, husband and wife, hereinafter called the grantee, and unto grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Washington and State of Oregon, described as follows, to-wit:

The west one-half of the NE 1/4 of the NE 1/4 of Section 11, T.2S., R.3W., W.M., Washington County, Oregon.
EXCEPT the east 200.00 feet thereof.

This instrument is being executed just to show a lot line change.

WARRANTY DEED

87048511

KNOW ALL MEN BY THESE PRESENTS, That Robert C. Meeker and Bonnie J. Meeker, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Robert C. Meeker and Bonnie J. Meeker, husband and wife, hereinafter called the grantee, and unto grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Washington and State of Oregon, described as follows, to-wit:

The east one-half of the NE 1/4, of the NE 1/4 of section 11, T.2S., R.3W., W.M., Washington County, Oregon, together with the east 200.00 feet of the west one-half of said NE 1/4 of the NE 1/4, of section 11.

EXCEPT that 3.036 acre tract of land described in deed to Washington County in book 147, page 623, Washington County deed records.

This instrument is being executed just to show a lot line change.

STATE OF OREGON

County of Washington

SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk

1967 DEC -7 PM 2: 25

89-62898

Washington County

STATEMENT OF WATER RIGHTS

☒ The parcels identified within this plan, plat or replat DO NOT have a water right.

How will water be applied to these lands? (i.e. city water supply, district supply, or exempt well use) L.A. Water District Supply

Sign this form and file with the plan, plat, or replat.

☐ The parcels identified within this plan, plat or replat DO have a water right, as issued to:

Permit # _____ Certificate # _____ for _____ use
Permit # _____ Certificate # _____ for _____ use

Acres	Township	Range	Section	Tax-Lot Number

Proceed to back page and attach extra pages as necessary.

Sign this form and mail with the plan, plat or replat to Water Resources Dept.

The above information is true and complete to the best of my knowledge.

Signed: Robert C. Meeker Date: 12-27-89
Name: (type or print) ROBERT C. MEEKER

Please do not write below this line.

ACKNOWLEDGEMENT

Oregon Water Resources Department has received a statement of water right and site plan, plat or replat for the property listed below.

☐ The lands identified within this plan, plat or replat DO NOT have a recorded water right.

☐ The lands identified within this plan, plat or replat DO have a recorded water right, as issued to:

Permit # _____ Certificate # _____

Dates	Township	Range	Section	Use

Water Resources Department

Date: _____

The water right has been put to beneficial use within the past 5 years.

☐ YES ☐ NO ☐ DON'T KNOW

The water right has been continuously used without a five year interruption since it was established and documented.

☐ YES ☐ NO ☐ DON'T KNOW

☐ The water right will not be modified for this plat.

☐ The water right will be modified and the owner(s) of the lands have filed for:

- ☐ A change in Use
- ☐ A change in point of diversion
- ☐ A change in place of use
- ☐ An additional point of diversion
- ☐ Cancellation of the water right

STATE OF OREGON)
) SS.
County of Washington)

BE IT REMEMBERED that on this 27th day of December, 1989, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named ROBERT C. MEEKER known to me to be the identical individual(s) described in and who executed this instrument and acknowledged to me that the same was executed voluntarily with full knowledge of the facts and circumstances regarding the issuance of: WATER RIGHTS STATEMENT.



Chas B Bednau
Notary Public for Oregon
My Commission Expires: 1-18-92

After recording, please return to

Name ROBERT C. MEEKER

Street Route 2 Box 405

City Hillshoro State OR Zip 97122

PROPERTY DESCRIPTION

A portion of the NE 1/4 of the NE 1/4 of Section 11, T.2S., R.3W., W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at the northwest corner of said NE 1/4, NE 1/4; thence along the north line of said NE 1/4, NE 1/4, N87°23'00"E, 142.88 feet; thence leaving said line, S4°45'54"E, 88.15 feet; thence S83°05'04"W, 70.06 feet; thence S26°53'26"E, 171.27 feet; thence S4°30'51"W, 194.73 feet; thence S14°02'01"W, 59.24 feet to a point of curvature; thence along the arc of an 80.00 foot radius curve concave to the Northeast through a central angle of 101°30'59", a distance of 141.74 feet (chord bears S36°43'29"E, 123.92 feet) to a point of tangency; thence S87°28'59"E, 109.81 feet; thence S89°54'41"E, 214.48 feet; thence S2°43'26"E, 214.61 feet; thence N86°02'32"E, 155.00 feet; thence S6°06'44"E, 288.38 feet to an 1-1/2" iron pipe marking an angle point of that tract of land described in Book 147, Page 623, Washington County Deed Records; thence S2°41'12"E, 99.89 feet to an angle point; thence S88°45'00"W, 192.00 feet to an angle point; thence S2°44'05"E, 65.90 feet to the south line of said NE 1/4, NE 1/4; thence along said line, S88°45'00"W, 543.54 feet to the southwest corner of said NE 1/4, NE 1/4; thence along the west line of said NE 1/4, NE 1/4, N0°00'25"E, 1267.84 feet to the point of beginning.

Containing 11.7733 acres.

ALSO INCLUDING:

A portion of the NE 1/4 of the NE 1/4 of Section 11, T.2S., R.3W., W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the north line of said NE 1/4, NE 1/4, which bears N87°23'00"E, 142.88 feet from the northwest corner thereof; thence continuing along said north line, N87°23'00"E, 1171.82 feet to the northeast corner of said Section 11; thence along the east line of said NE 1/4, NE 1/4, S3°36'13"E, 1103.06 feet to the northeast corner of that tract of land described in Book 147, Page 623, Washington County Deed Records; thence along the north line of said tract, S86°02'32"W, 155.00 feet; thence leaving said line, N6°06'44"W, 288.38 feet; thence S86°02'32"W, 155.00 feet; thence N2°43'26"W, 214.61 feet; thence N89°54'41"W, 214.48 feet; thence N87°28'59"W, 109.81 feet to a point of curvature; thence along the arc of an 80.00 foot radius curve concave to the Northeast through a central angle of 101°30'59", a distance of 141.74 feet (chord bears N36°43'29"W, 123.92 feet) to a point of tangency; thence N14°02'01"E, 59.24 feet; thence N4°30'51"E, 194.73 feet; thence N28°53'26"W, 171.27 feet; thence N83°05'04"E, 70.06 feet; thence N4°45'54"W, 88.15 feet to the point of beginning.

Containing 25.1147 acres.

EXHIBIT NO. A
STATE OF OREGON
County of Washington

I, Donald W. Mason, Director of Assessment and Taxation and Recorder of Conveyances for said County, do hereby certify that the within and foregoing description has been received and recorded in said County.



89-62899

Washington County

**PRIVATE ROADWAY AND
UTILITY EASEMENT MAINTENANCE AGREEMENT**

25-
8-
C

WHEREAS, it is the desire of Robert C. Meeker and Bonnie J. Meeker, the owners of two parcels described by the attached Exhibits "A" and "B", to create a private roadway and utility easement for their benefit. Said private roadway and utility easement is described as a 30 foot wide strip of land 15 feet on each side of the centerline described by the attached Exhibit "C". Said parcels and easements are shown by the attached Exhibit "D" and are situated in Washington County, State of Oregon; and

WHEREAS, the private road is not a part of the Washington County Road System; and

WHEREAS, the aforementioned lot owners are desirous of providing for the proper maintenance of the road, to delegate authority for maintenance, and establish rules and regulations for the use and future extensions of the road.

NOW, THEREFORE, it is hereby agreed:

1. This agreement is binding upon the owner of the above mentioned 2 parcels, or any portion thereof, his heirs, successors and assigns, and any owners of surrounding property that become a part of this agreement and obtain use of this private road or future private road extension.
2. The owner agrees that a non-exclusive private roadway and utility easement in favor of all of the property, described by Exhibits "A" and "B", or any part thereof, heretofore described, is hereby created over and upon property shown by Exhibit "D" and as described in the first paragraph of this document.
3. The CONSIDERATION for this easement is the promise of the owners to share in the cost of maintenance of said private road to be constructed and maintained in accordance with Fire Marshal approval specifications.
4. The PRIVATE ROAD as referenced herein is defined as an all-weather 15 foot wide gravel surfaced road serving the 2 parcels. If approved by Washington County, this private road may be extended in the future within the 2 parcels or to any surrounding property. This agreement is not intended to limit the number of lots this private road can serve. However, the owners may establish a limit in the future by an amendment to this agreement.

5. The owners of the 3 parcels, hereafter called the OWNERS, shall meet at least once a year to review the conditions of the private road and discuss any maintenance needs and costs.

6. The owners shall be entitled to one vote per lot in decisions regarding maintenance or future extension of the private road, or changes to this agreement.

7. At the meeting held each year, the owners shall elect a chairman to represent the owners in all matters regarding maintenance of the private road for the coming year. The private road shall be maintained to meet Washington County RFPD No. 2 Standards for all-weather private roads.

8. The quantity and quality of road improvements shall be determined by majority vote of the owners without discrimination as to the location of said improvements.

9. Future extension of the private road and changes to this agreement requires a 100% favorable vote of the owners.

10. The cost of road repairs shall be apportioned equally among the owners on a per lot basis, regardless of frontage, location, or improvements. If any individual owner shall cause the roadway to be damaged, that owner shall be solely responsible for the entire cost of repairing the road to the satisfaction of the other owners within 30 calendar days of the damage.

11. The chairman shall be empowered to borrow money where necessary to complete road maintenance and pay a reasonable rate of interest for money borrowed.

12. Within 20 days after expenditure of road repair money, the chairman shall send written notice to each affected owner setting forth their share of the bill. The amount billed shall be due and payable within 30 days thereafter, and if not so paid, the chairman may prepare a notice entitled "Lien Notice", setting fourth the legal description of property for which an assessment has not been paid, name of owners or reputed owners, and date and amount of assessment. Said lien notice, with the chairman's signature, shall then be recorded in the Lien Notices in Washington County and shall constitute a lien on the described premises for a period of one year.

13. During the period of the year the chairman may, after having given 10 days notice, institute proceedings to foreclose the lien as provided under ORS 87.060 in the State of Oregon, or any future State Lien Law that replaces ORS 87.060. Said foreclosure shall provide for the costs of filing the lien, attorney's fees and such legal fees as are necessary for the prosecution of the cause. During the one year period the affected owners may, over the signature of the Chairman, sue for the assessment without foreclosure and in such suit be entitled to costs and reasonable attorney fees.

14. The owners of the 2 parcels shall share equally in the liability of the private roadway easement. Each owner shall obtain homeowner's liability insurance for the roadway easement at a level determined by majority vote of owners.

15. All owners shall keep the roadway free and clear for vehicle access.

16. No parking will be allowed within the roadway easement. The private roadway shall always remain open for emergency vehicle access.

17. All owners shall have the right to use the private road to construct utilities, provided said utilities do not affect the use or aesthetic value of the road, and provided the owners constructing said utilities return the private road to its original condition prior to construction of said utilities.

18. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Road and Utility Easement Maintenance Agreement, either to restrain violation or to recover damages.

19. **SEVERABILITY:** Invalidation of any provisions of this Road Maintenance Agreement by judgement or court order shall in no way effect any of the other provisions of this agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the party to this agreement has signed this agreement on the date and year set forth below.

Robert C. Meeker
Robert C. Meeker

Date: 12-27-89

Bonnie J. Meeker
Bonnie J. Meeker

STATE OF OREGON)
COUNTY OF WASHINGTON) SS

Notary Public appeared the above named Robert C. Meeker and Bonnie J. Meeker and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public return to:

Robert C. Meeker
Rout 2 Box 405
Hillsboro OR 97123

B. Bedrose
Notary Public

My Commission Expires 1-18-92
wp65.meeker2.669

PROPERTY DESCRIPTION

A portion of the NE 1/4 of the NE 1/4 of Section 11, T.18., R.3W., W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the north line of said NE 1/4, NE 1/4, which bears N87°23'00"E, 142.88 feet from the northwest corner thereof; thence continuing along said north line, N87°23'00"E, 1171.82 feet to the northeast corner of said Section 11; thence along the east line of said NE 1/4, NE 1/4, S3°36'13"E, 1103.06 feet to the northeast corner of that tract of land described in Book 147, Page 623, Washington County Deed Records; thence along the north line of said tract, S86°02'32"W, 656.84 feet; thence leaving said line, N6°06'44"W, 288.38 feet; thence S86°02'32"W, 155.00 feet; thence N2°43'26"W, 214.61 feet; thence N89°54'41"W, 214.48 feet; thence N87°28'59"W, 109.81 feet to a point of curvature; thence along the arc of an 80.00 foot radius curve concave to the Northeast through a central angle of 101°30'59", a distance of 141.74 feet (chord bears N36°43'29"W, 123.92 feet) to a point of tangency; thence N14°02'01"E, 59.24 feet; thence N4°30'51"E, 194.73 feet; thence N28°53'26"W, 171.27 feet; thence N83°05'04"E, 70.06 feet; thence N4°45'54"W, 88.15 feet to the point of beginning.

Containing 25.1147 acres.

EXHIBIT NO. A

PROPERTY DESCRIPTION

A portion of the NE 1/4 of the NE 1/4 of Section 11, T.2S., R.3W., W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at the northwest corner of said NE 1/4, NE 1/4; thence along the north line of said NE 1/4, NE 1/4, N87°23'00"E, 142.88 feet; thence leaving said line, S4°45'54"E, 88.15 feet; thence S83°05'04"W, 70.06 feet; thence S28°53'26"E, 171.27 feet, thence S4°30'51"W, 194.73 feet; thence S14°02'01"W, 59.24 feet to a point of curvature; thence along the arc of an 80.00 foot radius curve concave to the Northeast through a central angle of 101°30'59", a distance of 141.74 feet (chord bears S36°43'29"E, 123.92 feet) to a point of tangency; thence S87°28'59"E, 109.81 feet; thence S89°54'41"E, 214.48 feet; thence S2°43'26"E, 214.61 feet; thence N86°02'32"E, 155.00 feet; thence S6°06'44"E, 289.38 feet to an 1-1/2" iron pipe marking an angle point of that tract of land described in Book 147, Page 623, Washington County Deed Records; thence S2°41'12"E, 99.89 feet to an angle point; thence S88°45'00"W, 192.00 feet to an angle point; thence S2°44'05"E, 65.90 feet to the south line of said NE 1/4, NE 1/4; thence along said line, S88°45'00"W, 543.54 feet to the southwest corner of said NE 1/4, NE 1/4; thence along the west line of said NE 1/4, NE 1/4, N0°00'25"E, 1267.84 feet to the point of beginning.

Containing 11.7733 acres.

EXHIBIT NO.

B

5

EASEMENT DESCRIPTION

Beginning at a point on the north line of said NE 1/4 of Section 11 which bears N87°23'00"E, 142.88 feet from the northwest corner of said NE 1/4, NE 1/4 of said Section 11; thence along said centerline, S4°45'54"E, 247.09 feet; thence S4°30'51"W, 194.73 feet; thence S14°02'01"W, 59.24 feet to a point of curvature; thence along the arc of an 80.00 foot radius curve concave to the Northeast through a central angle of 101°30'59", a distance of 141.74 feet (chord bears S36°43'29"E, 123.92 feet) to a point of tangency; thence S87°28'59"E, 109.81 feet; thence S89°54'41"E, 214.48 feet to the terminus of ingress, egress, and utility easement.

wp89.parcell.699
12/27/89

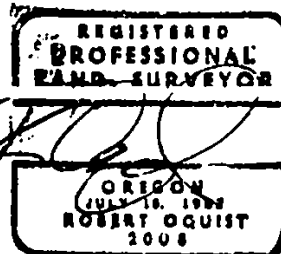
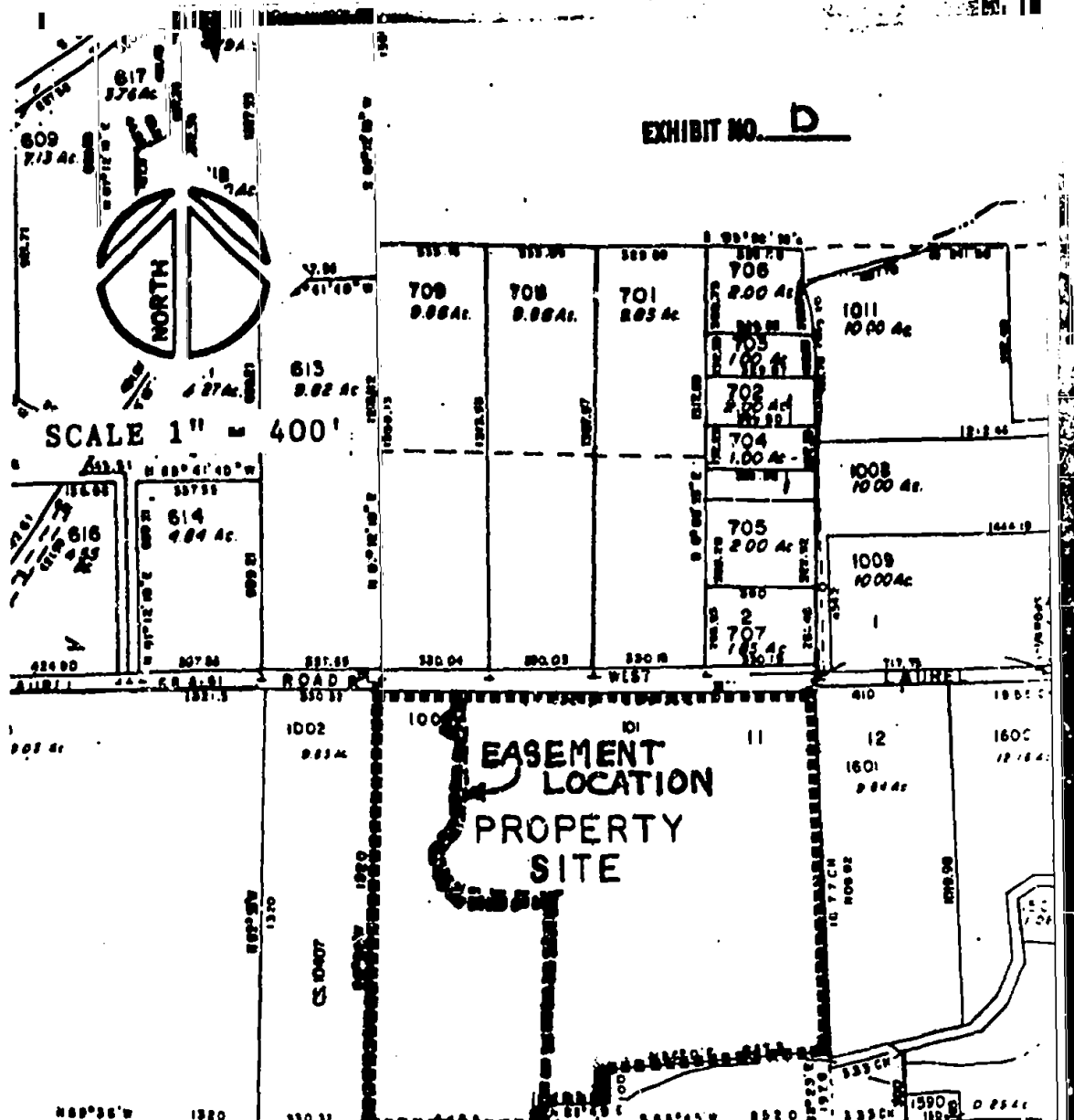


EXHIBIT NO. C

6

EXHIBIT NO. D



DRWG TITLE
**PROPERTY
LOCATION
MAP**
MAP 253-11

DESIGNED
CBB
DRAWN
CBB
CHECKED
CBB
DATE
6-8

**DEVELOPMENT
CONSULTANTS
INC.**
(503) 548-4081
200 N. LINCOLN ST.
PORTLAND, OREGON 97201
PLANNING
CIVIL ENGINEERING
SURVEYING

JOB NO
0699
DRAWING NO
58

STATE OF OREGON
County of Washington

I, Donald W. Mason, Director of Assessment and Taxation and Recorder of Conveyances for the County of Washington, do hereby certify that the within instrument has been received and recorded in the County of Washington.

RECORDED
JUN 10 1981
CLERK OF COUNTY

AUG 6 1990

15-
8-
LUT-B

90-42068
Washington County

WASHINGTON COUNTY

Inter-Department Correspondence

August 3, 1990

To : Whom It May Concern

From : R. Charles Pearson, County Surveyor



Subject: NAMING OF S.W. MEEKER TERRACE

It appearing that Washington County has received a petition representing 100% of the property owners and residents abutting a private street requesting that Washington County assign the name of "S.W. MEEKER TERRACE" to said street; and

It further appearing that said proposed name complies with the requirements of Ordinance No. 287; therefore

I, R. Charles Pearson, Washington County Surveyor, by the authority granted to me by said Ordinance No. 287 do hereby assign the name of "S.W. MEEKER TERRACE" to the private street as depicted on the attached map, said private street being in the NE 1/4 of Section 11 T2S, R3W, W.M.

Attachment

c: Operations
Dan Malaer
Emergency Services

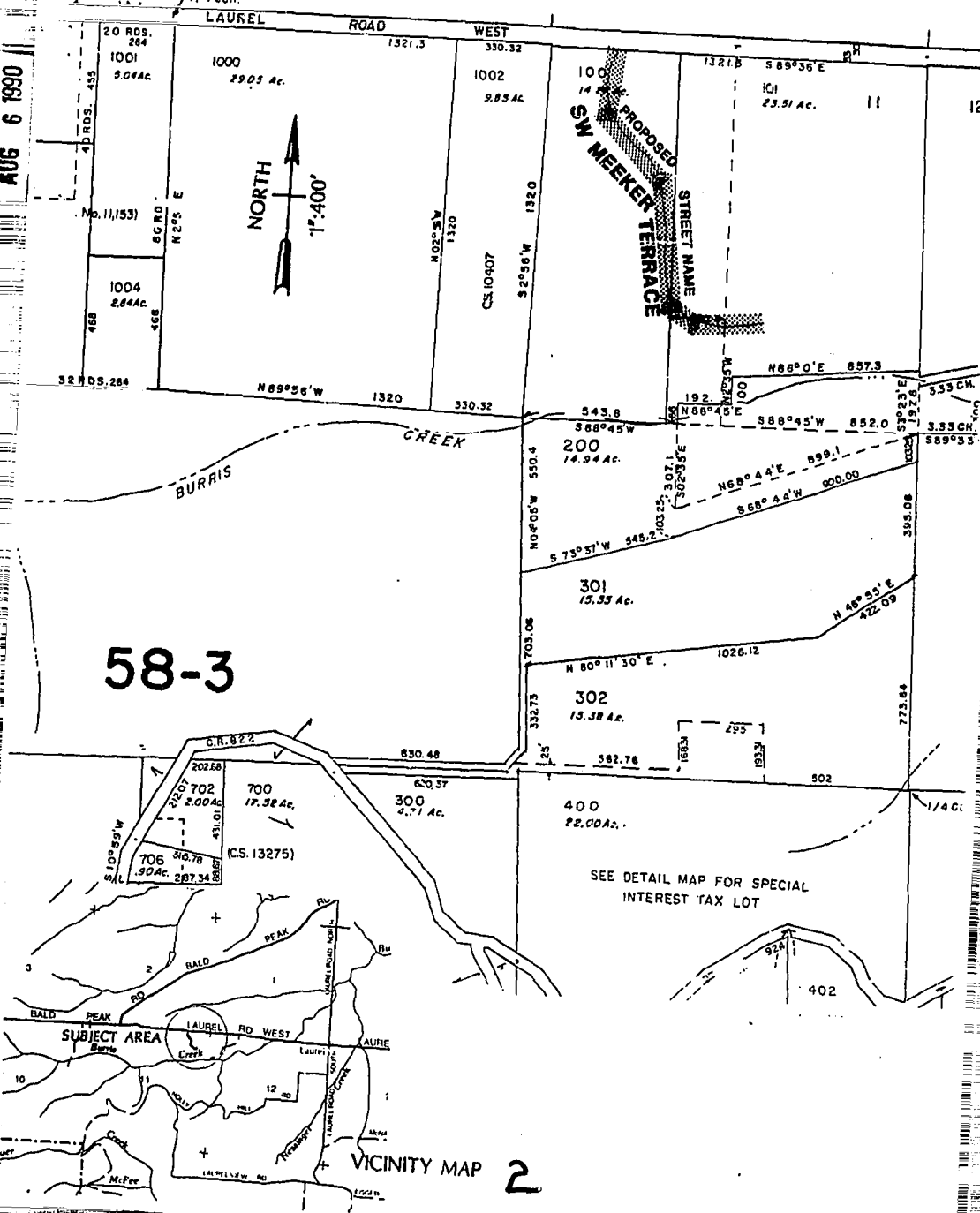
After recording, return to:
Washington County Surveyor
Mail Stop 350-15

1-3



AUG 6 1990

58-3





Rt 2 Box 405
Hillsboro 97123
7-6-90

Attn:

Roberta L Christensen

I wish to make a
request that our Private Road
be named S.W. Meeker Terrace.

The Cross street will be
S.W. Laurel Road.

The Meekers have lived
in the Area since 1937.

Thank you

Bonnie J Meeker
(Mrs Robert)

Kamela J Long
Paul K Meek
Alan Meek

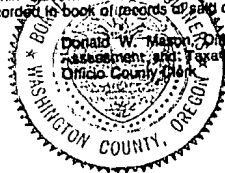
STATE OF OREGON

County of Washington

} SS

I, Donald W. Mason, Director of Assessment
and Taxation and ~~County~~ Recorder of Con-
veyances for said county do hereby certify that
the within instrument of writing was received
and recorded in book of records of said county.

Donald W. Mason, Director of
Assessment and Taxation, Ex-
Officio County Clerk



Doc : 90042068

Rect: 38042

23.00

08/06/1990 04:33:30PM

3

91031003
Washington County

RESTRICTIVE COVENANT

This instrument is a "Restrictive Covenant" made and executed by ROBERT AND BONNIE MEEKER, hereinafter referred to as "Covenantors" and do hereby agree as follows:

- 1) The Covenantors are the owners as tenants by the entirety of the following described real property, located in Washington County, Oregon: PARCEL B; TAX MAP 2S3-11; TAX LOT 100
- 2) The Covenantors do for themselves their heirs and assigns, agree that the area described in paragraph 1) above shall be and is encumbered with a restrictive covenant precluding the further partitioning of any one of the 1 tract(s) of land described above, unless in accord with the Rural Planned Development approved by Washington County (Casefile 90-571-RPD/MP), and that such covenant shall run with the land, and before this restrictive covenant can be removed, authorization must first be obtained from Washington County.
- 3) The Covenantors agree that this restrictive covenant agreement is entered into to fulfill a condition of approval of an order permitting a partition and it is in consideration of that approval, and is intended to protect the public from any deleterious effects of the approval or insure proper public services as provided in Article II, Section 207-6 and Article 404-5.10 of the Washington County Community Development Code and is for the benefit of Washington County and is enforceable by the Board of Commissioners.
- 4) That the Covenantors agree that by their execution of this agreement that it in no way limits, restricts, or preempts the authority of Washington County to exercise any of its governmental authority applicable to said property.
- 5) This restrictive covenant is related to Casefile No. 90-571-RPD/MP approved by the Review Authority and is required in consideration of said permit.
- 6) This restrictive covenant shall be filed with the appropriate deed records of Washington County, Oregon.

IN WITNESS WHEREOF, the Covenantors have hereto set their hands and seals this ____ day of _____, 199__.

Robert C. Meeker

Bonnie J. Meeker

STATE OF OREGON
County of Washington

ss 5-24, 1991.

Personally appeared the above named Robert & Bonnie Meeker and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Frank J. Brown
Notary Public for Oregon
My Commission expires: 6-15-93

1-2



PLANNING
CIVIL ENGINEERING
SURVEYING

269 N.E. LINCOLN STREET
HILLSBORO, OREGON 97124
PHONE: (503) 548-4061 or FAX: (503) 681-7646

"Attachment A"

A portion of the NE 1/4 of the NE 1/4 of Section 11, T.2S., R.3W., W.M., Washington County, Oregon, being more particularly described as follows:

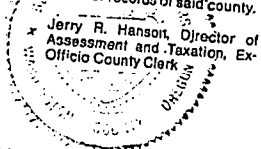
Beginning at a point on the north line of said NE 1/4, NE 1/4, which bears N87°23'00"E, 142.88 feet from the northwest corner thereof; thence continuing along said north line, N87°23'00"E, 1171.82 feet to the northeast corner of said Section 11; thence along the east line of said NE 1/4, NE 1/4, S3°36'13", 1103.06 feet to the northeast corner of that tract of land described in Book 147, Page 623, Washington County Deed Records; thence along the north line of said tract, S86°02'32"W, 656.84 feet; thence leaving said line, N6°06'44"W, 288.38 feet; thence S86°02'32"W, 155.00 feet; thence N2°43'26"W, 214.61 feet; thence N89°54'41"W, 214.48 feet; thence N87°28'59"W, 109.81 feet to a point of curvature; thence along the arc of an 80.00 foot radius curve concave to the Northeast through a central angle of 101°30'59", a distance of 141.74 feet (chord bears N36°43'29"W, 123.92 feet) to a point of tangency; thence N14°02'01"E, 59.24 feet; thence N4°30'51"E, 194.73 feet; thence N28°53'26"W, 171.27 feet; thence N83°05'04"E, 70.06 feet; thence N4°45'54"W, 88.15 feet to the point of beginning.

Containing 25.1147 acres.

STATE OF OREGON

County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Map 2S3 11 Tax Lot 101
wp194.MeekerL1.699

Doc : 91031003
Rect: 56283
06/14/1991 03:15:55PM 10.00

2

AUG 22 1994

94077388

Washington County

Page 1 of 2

STATE OF OREGON

County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson
Jerry R. Hanson, Director of
Assessment and Taxation, Ex-
Officio County Clerk

Doc : 94077388
Rect: 128662

13.00

08/22/1994 02:56:06PM

AFTER RECORDING RETURN TO:

Jeff M LaGood
33100 SW Laurel Rd
Hillsboro OR 97123

AGREEMENT

In consideration for the purchase of Parcel No. 2 according to the duly filed Plat of Partition No. 1990-089, filed December 31, 1989, records of Washington County, State of Oregon, by Jeffrey LaGood (purchaser). We Robert C. Meeker and Bonnie J Meeker (sellers) agree to the following:

1. The removal of an existing mobile home trailer prior to or on February 15, 1996 from the property described as Parcel No. 1 of Partition Plat No. 1990-49, Washington County and State of Oregon.
2. To restrict the placement of a mobile type home, or temporary residence on the property described as Parcel No. 1, of Partition Plat No. 1990-49, Washington County and State of Oregon, and or to future divisions of the aforementioned property.
3. To place all Utilities and or support systems underground, within Governing bodies requirements on the property described as Partition Plat No 1990-49, Washington County and State of Oregon and or to future divisions of the aforementioned property.

To have and to hold the aforementioned perpetual agreements are granted to the purchaser, his heirs and assigns, and are appurtenant to all portions of the property described as Partition Plat No 1990-49, Washington County and State of Oregon and or to future divisions, and or heirs and assigns as it may be hereinafter divided.

In Witness Whereof, the parties have caused this instrument to be executed this 19 day of August, 1994.

Robert C Meeker
Robert C Meeker

Bonnie J Meeker
Bonnie J Meeker

Jeffrey LaGood
Jeffrey LaGood

STATE OF OREGON,

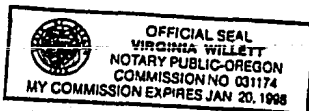
County of Washington

ss.

BE IT REMEMBERED, That on this 19th day of August, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert C Meeker and Bonnie J Meeker and Jeffrey LaGood

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Virginia Willett
Notary Public for Oregon.
2 My Commission expires 01/20/98

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NEED, LAW PUB. CO., PORTLAND, ORE.

AUG 22 1994

94077389

Washington County

Page 1 of 11

STATE OF OREGON }
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation, and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson
Jerry R. Hanson, Director of
Assessment and Taxation, Ex-
Officio County Clerk

Doc : 94077389
Rect: 128662 78.00
08/22/1994 02:56:06PM

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AGREEMENT

THIS AGREEMENT is entered into between Robert C. Meeker and Bonnie J. Meeker, herein "Meeker" and Jeffrey M. LaGood, herein "LaGood".

LaGood is purchasing from Meeker and Meeker is selling to LaGood the real property described in Exhibit A. In consideration for LaGood's payment to Meeker of the purchase price for the property, Meeker, in addition to conveying the property, hereby agrees to execute and deliver to LaGood the Easements attached hereto, marked Exhibits B and C respectively, and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 19th day of August, 1994.

Robert C. Meeker
Robert C. Meeker

Bonnie J. Meeker
Bonnie J. Meeker

Jeffrey M. LaGood
Jeffrey LaGood

AFTER RECORDING RETURN TO:
Jeff M. LaGood
33100 SW Laurel Rd
Hillsboro OR 97123

g:\client\lagood\agreement

2



EXHIBIT A

Parcel No. 2, according to the duly filed Plat of
Partition No. 1990-89, filed December 31, 1989, records
of the County of Washington and State of Oregon

EXHIBIT B

EASEMENT

August
89ma

THIS INDENTURE, made the 19 day of ~~July~~ *August*, 1994 between Robert C. Meeker and Bonnie J. Meeker, as tenants by the entirety, Grantor and Jeffrey M. LaGood, Grantee.

Grantor is the owner of the real property described in attached Schedule A, hereinafter referred to as the Servient Tenement. Grantee is the owner of the real property described in attached Schedule B, hereinafter referred to as the Dominant Tenement.

Grantor, in consideration of the purchase by Grantee from Grantor of certain real property, hereby grants to Grantee, his heirs and assigns an easement for:

The perpetual full and free right to an uninterrupted and unrestricted view described as follows:

The Point of Observation for said view restriction being described as follows; beginning as the Northwest corner of Parcel 1, Partition Plat No. 1990-054, thence along the West line of said Parcel 1 South 00°00'25" West 30.03 feet to the Southerly line of SW Laurel Road; thence continuing South 00°00'25" West 193.89 feet; thence South 89°59'35" East 98.50 feet to said Point of Observation.

The vertical restriction being described as follows: from elevation 541.70 feet being established on North American Vertical Datum from a brass disk located at the Northeast corner of Section 11, Township 2 South, Range 3 West, W.M. and recorded as point No. 344, Station name 2-258, and being filed at the Washington County Surveyor's office.

From said Point of Observation at said elevation of 541.70 feet a restriction of -4°45'00" vertical angle was observed across Parcel 1, of Partition Plat No. 1990-049.

To have and to hold the aforementioned perpetual view easement hereby granted to Grantee, his heirs and assigns as appurtenant to the Dominant Tenement of the Grantee and as appurtenant to all portions of the Dominant Tenement as it may be hereinafter divided.

AUG 22 1994

Grantor hereby covenants to and with Grantee, that Grantor shall not cause or allow any structure or vegetation to interfere with or impede the aforementioned view easement.

The easement granted herein shall run with the land as to all property burdened and benefited by such easement. The rights and covenants contained herein shall bind, burden and benefit the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

GRANTOR:

Robert C. Meeker
Robert C. Meeker

Bonnie J. Meeker
Bonnie J. Meeker

GRANTEE:

Jeffrey LaGood
Jeffrey LaGood

STATE OF OREGON, County of WASHINGTON ss.

Personally appeared before me this 14th day of AUGUST, 1994, the above mentioned Robert C. Meeker and Bonnie J. Meeker, as tenants by the entirety, and acknowledge the foregoing instrument to be their voluntary act and deed.

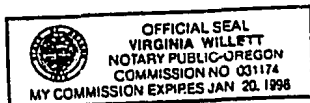


Before me:

Virginia Willett
Notary Public for Oregon
My Commission Expires: 01/20/98

STATE OF OREGON, County of WASHINGTON ss.

Personally appeared before me this 14th day of AUGUST, 1994, the above mentioned Jeffrey M. LaGood and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me:

Virginia Willett
Notary Public for Oregon
My Commission Expires: 01/20/98

g:\client\lagood\seasement

SCHEDULE A

Parcel No. 1 of Partition Plat No. 1990-049, Washington
County, State of Oregon

6



SCHEDULE B

Parcel No. 2, according to the duly filed Plat of
Partition No. 1990-89, filed December 31, 1989, records
of the County of Washington and State of Oregon

AUG 22 1990

EXHIBIT C

EASEMENT

AUG 22 1994

THIS INDENTURE, made the 19th day of Aug 1994 between Robert C. Meeker and Bonnie J. Meeker, as tenants by the entirety, Grantor and Jeffrey M. LaGood, Grantee.

Grantor is the owner of the real property described in attached Schedule A, hereinafter referred to as the Servient Tenement. Grantee is the owner of the real property described in attached Schedule B, hereinafter referred to as the Dominant Tenement.

Grantor, in consideration of the purchase by Grantee from Grantor of certain real property, hereby grants to Grantee, his heirs and assigns an easement for:

The perpetual full and free right to an uninterrupted and unrestricted view described as follows:

The Point of Observation for said view restriction being described as follows; beginning as the Northwest corner of Parcel 1, Partition Plat No. 1990-054, thence along the West line of said Parcel 1 South 00°00'25" West 30.03 feet to the Southerly line of SW Laurel Road; thence continuing South 00°00'25" West 193.89 feet; thence South 89°59'35" East 98.50 feet to said Point of Observation.

The vertical restriction being described as follows: from elevation 541.70 feet being established on North American Vertical Datum from a brass disk located at the Northeast corner of Section 11, Township 2 South, Range 3 West, W.M. and recorded as point No. 344, Station name 2-258, and being filed at the Washington County Surveyor's office.

From said Point of Observation at said elevation of 541.70 feet a restriction of -4°45'00" vertical angle was observed across Parcel 1, of Partition Plat No. 1990-049.

To have and to hold the aforementioned perpetual view easement hereby granted to Grantee, his heirs and assigns as appurtenant to the Dominant Tenement of the Grantee and as appurtenant to all portions of the Dominant Tenement as it may be hereinafter divided.

8

AUG 22 1994

Grantor hereby covenants to and with Grantee, that Grantor shall not cause or allow any structure or vegetation to interfere with or impede the aforementioned view easement.

The easement granted herein shall run with the land as to all property burdened and benefited by such easement. The rights and covenants contained herein shall bind, burden and benefit the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

GRANTOR:

Robert C. Meeker
Robert C. Meeker

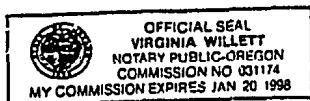
Bonnie J. Meeker
Bonnie J. Meeker

GRANTEE:

Jeffrey LaGood
Jeffrey LaGood

STATE OF OREGON, County of WASHINGTON ss.

Personally appeared before me this 19th day of AUGUST, 1994, the above mentioned Robert C. Meeker and Bonnie J. Meeker, as tenants by the entirety, and acknowledge the foregoing instrument to be their voluntary act and deed.

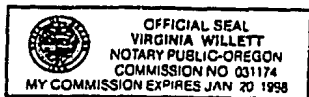


Before me:

Virginia Willett
Notary Public for Oregon
My Commission Expires: 01/20/98

STATE OF OREGON, County of WASHINGTON ss.

Personally appeared before me this 19th day of AUGUST, 1994, the above mentioned Jeffrey M. LaGood and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me:

Virginia Willett
Notary Public for Oregon
My Commission Expires: 01/20/98

gr:cliff:lagood:easement

SCHEDULE A

AUG 22 1994

Parcel No. 1 of Partition Plat No. 1990-049, Washington
County, State of Oregon

SCHEDULE B

The Easterly 10 acres of that certain tract of land in the Northeast one-quarter of Section 11, Township 2 South, Range 3 West of the Willamette Meridian, in the County of Washington and State of Oregon, conveyed to Chester A. Stose, et ux, by deed recorded in Book 429, page 796, Washington County, Oregon Deed Records, a portion of that land described as the First Tract (Parcel I) therein, said portion being more particularly described as follows:

Beginning at the Northeast corner of the Northwest one-quarter of the Northeast one-quarter of Section 11, Township 2 South, Range 3 West of the Willamette Meridian, a point in Laurel Road West (County Road No. 61) and running thence South 02°55' West 1282.15 feet, more or less, along the Easterly line of said Northwest one-quarter of the Northeast one-quarter to an iron rod at the Southeast corner thereof; thence along the South line of said Northwest one-quarter of the Northeast one-quarter, North 89°36' West 330.32 feet to an iron rod; thence North 00°31'47" East 1281.33 feet, more or less, to an iron rod on the North line of said Northwest one-quarter of the Northeast one-quarter; thence along said North line in Laurel Road West, South 89°36' East 330.32 feet to an iron rod at the place of beginning.

45⁰⁰
6⁰⁰
11⁰⁰
5⁰⁰

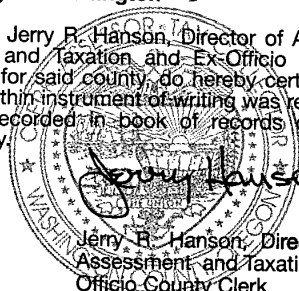
After Recording return to:

Robert and Bonnie Meeker
14100 SW Meeker Terrace
Hillsboro, Oregon 97123

STATE OF OREGON
County of Washington }

SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 2001107611.1

Rect: 290368

67.00

10/22/2001 02:57:26pm

WASHINGTON COUNTY 2001-107611



PRIVATE ROADWAY AND UTILITY EASEMENT MAINTENANCE AGREEMENT

WHEREAS, it is the desire of Robert C. Meeker, Bonnie J Meeker, LaGood Family L.L.C , Janet M Bush, Paul K Meeker, Cheri A Meeker, Alan R Meeker, Elizabeth A. Meeker, Randall D Long and Pamela J Long the owners of eight parcels described by the attached **Exhibit "A"** to create a private roadway and utility easement for their benefit. Said private roadway and utility easement is described as a strip of land of varying widths described by the attached **Exhibit "B"**. Said parcels and easements are shown by the attached **Exhibit "C"** and are situated in Washington County, State of Oregon; and

WHEREAS, the private road is not a part of the Washington County Road System; and

WHEREAS, the aforementioned lot owners are desirous of providing for the proper maintenance of the road, to delegate authority for maintenance, and establish rules and regulations for the use and future extensions of the road.

NOW, THEREFORE, it is hereby agreed:

1. This agreement is binding upon the owners of the above mentioned **8 parcels**, or any portion thereof, their heirs, successors and assigns, and any owners of surrounding property that become a part of this agreement and obtain use of this private road or future private road extension.
2. The owner agrees that a non-exclusive private roadway and utility easement in favor of all of the property, described by **Exhibit "A"**, or any part thereof, hereinabove described, is hereby created over and upon property shown by **Exhibit "C"** and as described in **Exhibit "B"**.
3. The **CONSIDERATION** for this easement is the promise of the owners to share in the cost of maintenance of said private road to be constructed and maintained in accordance with Fire Marshal approval specifications.
4. The **PRIVATE ROAD** as referenced herein is defined as an all-weather 15 foot wide road serving the 8 parcels. If approved by Washington County, this private road may be extended in the future within the 8 parcels or to any surrounding property. This agreement is not intended to limit the number of lots this private road can serve. However, the owners may establish a limit in the future by an amendment to this agreement.

1-9

5. The owners of the 8 parcels, hereafter called the **OWNERS**, shall meet at least once a year to review the conditions of the private road and discuss any maintenance needs and costs.
6. The owners shall be entitled to **one vote per lot** in decisions regarding maintenance or future extension of the private road, or changes to this agreement.
7. At the meeting held each year, the **owners** shall elect a **chairman** to represent the owners in all matters regarding maintenance of the private road for the coming year. The private road shall be maintained to meet Washington County RFPD no. 2 Standards for all-weather private roads.
8. The quantity and quality of **road improvements** shall be determined by **majority vote** of the owners, without discrimination as to the location of said improvements.
9. **Future extension** of the private road and changes to this agreement requires a **100% favorable vote** of the owners.
10. **The cost of road repairs** shall be apportioned equally among the owners on a per lot basis, regardless of frontage, location, or improvements. If any individual owner shall cause the roadway to be damaged, that owner shall be solely responsible for the entire cost of repairing the road to the satisfaction of the other owners within 30 calendar days of the damage.
11. The **chairman** shall be empowered to borrow money where necessary to complete road maintenance and pay a reasonable rate of interest for money borrowed.
12. Within 20 days after expenditure of road repair money, the chairman shall send written notice to each affected owners setting forth their share of the bill. The amount billed shall be due and payable within 30 days thereafter, and if not so paid, the chairman may prepare a notice entitled "Lien Notice", setting forth the legal description of property for which an assessment has not been paid, name of owners or reputed owners, and date and amount of assessment. Said lien notice, with the chairman's signature, shall then be recorded in the Lien Notices in Washington County and shall constitute a lien on the described premises for a period of one year.
13. During the period of the year the chairman may, after having given 10 days notice, institute proceedings to foreclose the lien as provided under ORS 87.060 in the State of Oregon, or any future State Lien Law that replaces ORS 87.060. Said foreclosure shall include the costs of filing the lien, attorney's fees and such legal fees as are necessary for the prosecution of the cause. During the one year period the affected owners may, over the signature of the Chairman, sue for the assessment without foreclosure and in such suit be entitled to costs and reasonable attorney fees.
14. The owners of the 8 parcels shall share equally in the liability of the private roadway easement. Each owner shall obtain homeowner's liability insurance for the roadway easement at a level determined by majority vote of owners.
15. All owners shall keep the roadway free and clear for vehicle access.
16. No parking will be allowed within the roadway easement. The private roadway shall always remain open for emergency vehicle access.
17. All owners shall have the right to use the private road to construct utilities, provided said utilities do not affect the use or aesthetic value of the road, and provided the owners constructing said utilities return the private road to its original condition, prior to construction of said utilities.

18. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this Road and Utility Easement Maintenance Agreement, either to restrain violation or to recover damages.

19. **SEVERABILITY:** Invalidation of any provisions of this Road Maintenance Agreement by judgment or court order shall in no way effect any of the other provisions of this agreement, which shall remain in full force and effect.

20. Execution of this agreement shall supersede that agreement recorded as document number 89-62899 of the Washington County Deed Records.

IN WITNESS WHEREOF, the party to this agreement have signed this agreement on the date and year set forth below.

Robert C Meeker
Robert C. Meeker

Date 7-20-01

Bonnie J Meeker
Bonnie J. Meeker

D/A
~~Jeffery M. LaGood~~

Date 7-18-01

Sheryl A LaGood
Sheryl A. LaGood for the LaGood Family L.L.C.

Janet M. Bush
Janet M. Bush

Date 7-20-01

Paul K. Meeker
Paul K. Meeker

Date 7-20-01

Cheri L Meeker
Cheri L. Meeker

Alan R Meeker
Alan R. Meeker

Date 7-24-01

Elizabeth A. Meeker
Elizabeth A. Meeker

Randall D. Long
Randall D. Long

Date 7/20/01

Pamela J. Long
Pamela J. Long

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

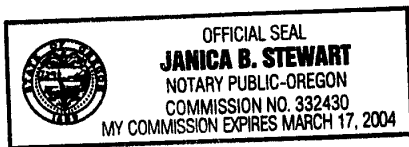
Personally appeared the above named Robert C. Meeker and Bonnie J. Meeker and acknowledged the foregoing instrument to be their voluntary act and deed.



Chemaine R Soule
Notary Public

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

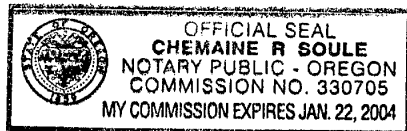
Personally appeared the above named Jeffery M. LaGood and Sheryl A. LaGood and acknowledged the foregoing instrument to be their voluntary act and deed. *For the LaGood Family L.L.C.*



Janica B Stewart
Notary Public

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

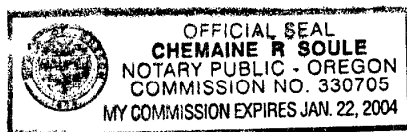
Personally appeared the above named Janet M. Bush and acknowledged the foregoing instrument to be their voluntary act and deed.



Chemaine R Soule
Notary Public

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

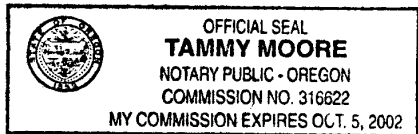
Personally appeared the above named Paul K. Meeker and Cheri L. Meeker and acknowledged the foregoing instrument to be their voluntary act and deed.

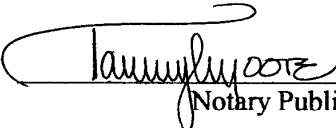


Chemaine R Soule
Notary Public

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

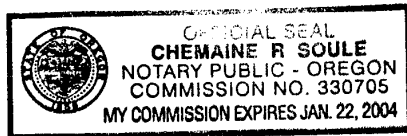
Personally appeared the above named Alan R. Meeker and Elizabeth A. Meeker and acknowledged the foregoing instrument to be their voluntary act and deed.

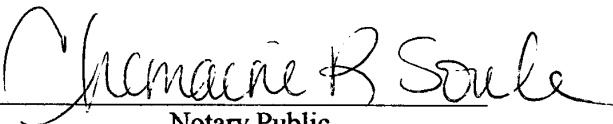



Notary Public

STATE OF OREGON)
) ss
COUNTY OF WASHINGTON)

Personally appeared the above named Randall D. Long and Pamela J. Long and acknowledged the foregoing instrument to be their voluntary act and deed.




Notary Public



REGISTERED LAND SURVEYOR
Caswellhertel@msn.com

6120 S.W. Lombard Avenue
Beaverton, Oregon 97008-4736

Telephone 503/644-3179
Fax 503/644-3190

EXHIBIT "A"

THE FOLLOWING TRACTS OF LAND IN THE NORTHEAST QUARTER OF
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN,
WASHINGTON COUNTY, OREGON, TO WIT:

PARCEL 1 OF PARTITION PLAT 1990-089
PARCEL 2 OF PARTITION PLAT 1990-089
PARCEL 2 OF PARTITION PLAT 1990-054
PARCEL 2 OF PARTITION PLAT 1990-049
PARCEL 3 OF PARTITION PLAT 1990-049
PARCEL 1 OF PARTITION PLAT 2001-067, FORMERLY PART OF
PARCEL 1 OF PARTITION PLAT 1990-049
PARCEL 2 OF PARTITION PLAT 2001-067, FORMERLY PART OF
PARCEL 1 OF PARTITION PLAT 1990-049
PARCEL 3 OF PARTITION PLAT 2001-067, FORMERLY PART OF
PARCEL 1 OF PARTITION PLAT 1990-049

6



REGISTERED LAND SURVEYOR
Caswellhertel@msn.com

JOB NO. 5473-01
6120 S.W. Lombard Avenue July 3, 2001 Telephone 503/644-3179
Beaverton, Oregon 97008-4736 Fax 503/644-3190

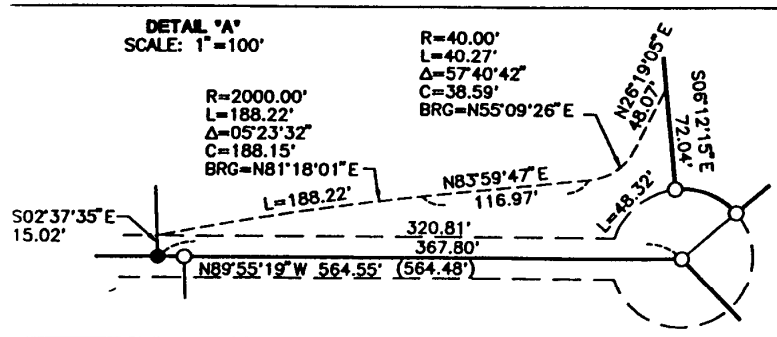
EXHIBIT "B"
LEGAL DESCRIPTION
OF ROADWAY

A TRACT OF LAND BEING A PORTION OF PARCEL 1 AND PARCEL 3, PARTITION PLAT NUMBER 1990-049, A DULY RECORDED PLAT IN WASHINGTON COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE NORTHWEST CORNER OF PARCEL 3 OF PARTITION PLAT NUMBER 1990-049, SAID POINT ALSO BEING THE TERMINUS OF THE CENTERLINE OF THE PRIVATE ROADWAY AND UTILITY EASEMENT MAINTENANCE AGREEMENT AS RECORDED IN DOCUMENT NUMBER 89-62899, WASHINGTON COUNTY DEED RECORDS; THENCE N00°04'41"E, PERPENDICULAR TO THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 15.00 FEET; THENCE N89°55'19"W, PARALLEL TO THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 18.51 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,000.00 FEET, ARC LENGTH OF 188.22 FEET, CENTRAL ANGLE OF 05°23'32", A CHORD BEARING OF N81°18'01"E, AND A CHORD LENGTH OF 188.15 FEET; THENCE N83°59'47"E, A DISTANCE OF 116.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 40.00 FEET, ARC LENGTH OF 40.27 FEET, CENTRAL ANGLE OF 57°40'42", A CHORD BEARING OF N55°09'26"E, AND A CHORD LENGTH OF 38.59 FEET; THENCE N26°19'05"E, A DISTANCE OF 48.07 FEET TO A POINT ON THE WEST LINE OF PARCEL 2 OF SAID PARTITION PLAT 1990-049; THENCE S06°12'15"E, ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 72.04 FEET TO AN IRON ROD AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, ARC LENGTH OF 225.87 FEET, CENTRAL ANGLE OF 258°49'29", A CHORD BEARING OF S33°12'29"W, AND A CHORD LENGTH OF 77.26 FEET; THENCE N89°55'19"W, PARALLEL TO AND 15.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID PARCEL 3, A DISTANCE OF 302.31 FEET; THENCE N00°04'41"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 18,874 SQUARE FEET OR 0.433 ACRES, MORE OR LESS.

TOGETHER WITH THAT ROADWAY DESCRIBED IN THAT DOCUMENT RECORDED AS DOCUMENT NUMBER 89-62896 AND 89-62897 OF THE WASHINGTON COUNTY DEED RECORDS AND THAT PRIVATE ROADWAY CREATED BY PARTITION PLAT 1990-049 OF THE WASHINGTON COUNTY PLAT RECORDS.

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[illegible]

8

12 NE CORNER SEC. 11
FD 2" BRASS DISC
IN MONUMENT BOX
HELD-[BT BK 2 PG 258]



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

