

GRANT OF EASEMENTS AND CONSTRUCTION AND MAINTENANCE AGREEMENT

Recording Information Required by ORS 205.234

1.	Name of Transaction:		Grant of Easements and Construction and Maintenance Agreement
2.	Name of Parties:	Grantor:	Sandpines West Lot Owners Association, Inc., an Oregon nonprofit corporation
		Grantee:	Pacific Golf Communities, LLC, an Oregon limited liability company and Robert's Land Co., LLC, an Oregon limited liability company
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.3.	Person to whom Documents to be Returned:	Pacific Golf Communities, LLC
		_PO Box 3094
		Florence, OR 97439

4. True and Actual Consideration: Other than Money

- 5. <u>Please Send Tax Statements to</u>: No Change Tax Account No.: None
- 6. Information Required by ORS 205.125: N/A

This Grant of Easements and Construction and Maintenance Agreement is made and entered into by and between the following parties:

Sandpines West Lot Owners Association, Inc., an Oregon nonprofit corporation

("Grantor"); and

Pacific Golf Course Communities, LLC, an Oregon limited liability company, and Robert's Land Co., LLC, an Oregon limited liability company

("Grantee").



RECITALS

WHEREAS, Grantor is the record owner of common area real property commonly known as Royal St. George's Drive, and more fully described as Royal St. George's Drive as platted in File 74, Slides 18, 19, and 20, filed October 30, 1992, in the Official Records of Lane County, Oregon (hereafter "Royal St. George's");

WHEREAS, Grantor is also the record owner of common area real property which is undeveloped and located adjacent to Rhododendron Drive as platted in File 74, Slide 18, filed October 30, 1992, in the Official Records of Lane County, Oregon (hereafter "Buffer Zone") and shown as "common space E" on said Plat;

WHEREAS, Grantee is the record owner of that certain real property now commonly known as Westshore phases I, II, and III (formerly Sandpines I, II, and III) as more particularly described in Exhibit "A" attached hereto and incorporated by reference (hereafter "Westshore Property");

WHEREAS, the Westshore Property is adjacent to a portion of Royal St. George's;

WHEREAS, effective August 24, 2004, Grantor, together with Ariki-Oregon, Ltd., and Trost & Company Money Purchase Pension Plan ("Trost") as predecessor in interest to Grantee, entered into an Easement Agreement which was recorded on August 30, 2004, at Instrument No. 2004-068149, Official Records of Lane County, Oregon, ("2004 Easement"), the terms and provisions of which are incorporated herein by reference;

WHEREAS, on September 2, 2005, Grantor and Trost, and Wisteria at Sandpines Homeowners Association as predecessor in interest to Grantee, entered into a Modification of Easement Agreement, which was recorded on September 6, 2005, at Instrument No. 2005-069996, Official Records of Lane County, Oregon, modifying the 2004 Easement ("2005 Modification"), the terms and provisions of which are incorporated herein by reference;

WHEREAS, the parties desire to enter into a new agreement regarding easements, construction obligations, and maintenance obligations pursuant to the terms and conditions set forth herein, which agreement shall supersede and replace the 2004 Easement and 2005 Modification in their entirety. This new agreement is for the purpose of providing convenient ingress, egress, and utilities for all parties to this agreement.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the parties hereby agree as follows:

1. <u>Recitals</u>: The recitals set forth hereinabove are hereby made a part of this agreement as though fully set forth herein.

2. <u>2004 Easement and 2005 Modification</u>: The parties hereby agree that the terms and conditions of the 2004 Easement and 2005 Modification are, in all respects, fully superseded and replaced with the terms and conditions of this agreement.

3. <u>Grant of Easements</u>: Grantor, as the owner of Royal St. George's and the Buffer Zone, for itself and its successors and assigns, hereby grants and conveys to Grantee as the owner of the Westshore Property, its successors and assigns, non-exclusive easements over and across Royal St. George's and the Buffer Zone for the following purposes:

3.1 Grantee is hereby granted a non-exclusive easement across the western portion of Royal St. George's, as more particularly described in Exhibit "B" attached hereto and incorporated by reference ("Entryway") for the following purposes:

3.1.1 Permanent and continuous vehicular and pedestrian ingress and egress from Rhododendron Drive to the Westshore Property;

3.1.2 Construction of a paved roadway, security gate, utility lines, drain ditches, walkways, signage, and landscaping within the Entryway as set forth hereinbelow; and

3.1.3 Maintenance of the roadway, security gates, utility lines, culverts, drainage ditches, walkways, signage, and landscaping within the Entryway as set forth hereinbelow.

3.2 Grantee is hereby granted a non-exclusive easement across all of the rest of Royal St. George's (other than the Entryway) for the following purposes:

3.2.1 Vehicular and pedestrian egress from the Westshore Property for emergency purposes by Grantee, and vehicular and pedestrian ingress and egress by public emergency agencies to and from the Westshore Property for emergency purposes; and

3.2.2 Construction and maintenance of improvements as described in Sections 3.1.2 and 3.1.3, to the extent any portion of Royal St. George's adjacent to the Entryway is reasonably needed by Grantee for such purposes if the Rhododendron Dr. entry is not feasible for use. No heavy equipment or heavy trucks of any kind are allowed. Grantee shall provide written or email notice of intended use prior to such use and shall be responsible for any road damage.

3.3 Grantee is hereby granted a non-exclusive easement across that portion of the Buffer Zone comprised of the westerly 20 foot wide strip within the Buffer Zone adjacent to Rhododendron Drive for the purpose of installing and maintaining a storm sewer pursuant to the terms and conditions set forth hereinbelow.

3.4 Grantee is hereby granted a non-exclusive easement across such portions of the remainder of the Buffer Zone as Grantee may reasonably require for the purposes of construction of the storm sewer line within the easement granted pursuant to Section 3.3 and maintaining or replacing the same from time to time.

4. <u>Construction of Improvements</u>: In consideration for the easements granted by Grantor to Grantee herein, Grantee at its sole expense shall install and construct improvements within the easements as follows:

4.1 Grantee shall conduct site preparation and install a hard-surfaced paved roadway 24 feet minimum in width extending from Rhododendron Drive to the current northerly terminus of Royal St. George's Drive pavement. Construction shall conform to typical street development standards within the industry and shall be approved by the City of Florence. Said roadway shall pass through the gates described below in a convenient manner for traffic to and from Royal St. George Drive.

4.2 Grantee shall install attractive electric powered gates at Rhododendron Drive ("Entry Gate") which can be remotely activated by Grantor's and Grantee's members and invitees. The remote gate activating device should be compatible with (or Grantee may upgrade/revise Grantor's existing remote gate opening system, if at all possible, at Grantees' sole expense and provide to Grantor two (2) remote gate activating devices per lot) Grantor's existing southeasterly gate on 35th Street such that the remote gate activating device can open both gates at the Southeasterly and Northwesterly terminuses of Royal St. George's Drive.

4.3 Grantee shall install a "simple" electric gate ("Simple Gate") across Royal St. George's Drive at or near the current northerly terminus thereof to be controlled by remote devices matching existing security gate controls on 35th Street, or as otherwise provided in Section 4.2, as well as emergency vehicles "yelp" commands.

4.4 Grantee shall install utilities, walls, fences, walkways, landscaping and other improvements desired or required within the Entryway so long as said improvements do not interfere with access to and from Royal St. George Drive.

4.5 Grantee shall install signage within the Entryway, to include a quality sign or plaque depicting "Sandpines West" to be placed on or near the Entry Gate.

4.6 Grantee shall install culverts, swales, ditches and other storm sewer lines within the Entryway and storm sewer lines within that portion of the Buffer Zone as described in Section 3.3.

4.7 Title to any and all improvements installed as part of this agreement shall become fixed with the land and accrue to the Grantor, subject to the rights and obligations of Grantee pursuant to this Agreement.

5. <u>Obligations and Agreement Concerning Construction</u>: With respect to the construction activities to be performed by Grantee pursuant to Section 4, the parties agree as follows:

5.1 Upon the recordation of this agreement, Grantee agrees to diligently commence design work, engineering, and permit acquisition, and shall diligently continue with construction activities in good faith until completed.

5.2 Grantee shall keep the President of Grantor informed at all times regarding design and construction status and Grantor shall, at all times, through the President of Grantor, have the right to make recommendations or otherwise give advice to Grantee concerning such construction activities.

5.3 Within 60 days of the date of recordation of this agreement, Grantee shall install a temporary locking gate in the Entryway at Rhododendron Drive as well as: (i) temporary fencing and gate at the current northerly terminus of Royal St. George's Drive; and (ii) a temporary rock or gravel turnaround at the current northerly terminus of Royal St. George's Drive to be located south of the temporary fencing and gate. A sign shall be posted pointing to the turnaround area. This turnaround area shall be maintained as such until Entry Gate is operational.

5.4 During the construction process, Grantee agrees to (i) provide to Grantor the means to open the temporary gates; (ii) maintain the rock surface within the Entryway to allow access from the current northerly terminus of Royal St. George's Drive to Rhododendron Drive (other than when such access may be affected by construction activities); and (iii) keep the temporary gate adjacent to Rhododendron Drive locked during evenings and days where there exist no construction activities. Grantor shall be responsible for locking the temporary gate at the northerly terminus of Royal St. George's Drive.

5.5 Grantor and Grantee shall work cooperatively toward the development of a suitable remote control system with all gates to avoid the necessity of multiple operating devices.

5.6 With respect to any construction activities within the Buffer Zone, Grantee agrees not to remove any trees located outside of the 20 foot strip described in Section 3.3. All debris resulting from construction shall be removed from the property. All disturbed surfaces shall be restored to original grade and in substantially the same condition as existed prior to the commencement of such construction activities.

5.7 The parties acknowledge that pursuant to the terms of the 2005 Modification, Trost, as predecessor in interest to Grantee, deposited funds in the sum of \$35,572.00 held at First American Title Company, Escrow No. 7193-698072, as a contribution towards costs of construction of the roadway and gate to be performed by Grantor. The parties agree to instruct First American Title Company that such sums may be directly released to any of the following entities upon presentation of invoices: (i) Wobbe & Associates, Inc. (Surveyor); (ii) Fred Wright Engineering (Engineer); (iii) Ray Wells Excavations (Excavation Work); (iv) Overhead Door Company (Gate Contractor); and/or (v) City of Florence (Permits and Fees), individually, or jointly with any of their respective subcontractors, provided that such invoices are for work, or reimbursement of expenses, solely related to construction of the improvements as provided in Section 4.

6. <u>Maintenance and Repair Obligations</u>: The parties agree that the easements and improvements being constructed thereon pursuant to this agreement shall be maintained and repaired as follows:

6.1 Grantee shall be solely responsible for all maintenance and repair obligations within the Entryway including: (i) maintenance and repairs to the roadway, walkways, culverts, storm sewers and drains, and landscaping; and (ii) maintenance and repairs to the Entry Gate, including all electrical lines and other accessions thereon or thereto.

6.2 Grantee shall be solely responsible for all maintenance and repairs to the storm sewer lines installed within the Buffer Zone pursuant to Section 4.6. In this respect Grantee further agrees to use its best efforts to maintain all drainage facilities on the Westshore Property to attempt to prevent flooding or ponding on Royal St. George's Drive and other property owned or overseen by Grantor.

6.3 Grantor shall be responsible for all maintenance and repairs to: (i) Royal St. George's Drive other than the portion located within the Entryway; and (ii) the Simple Gate.

6.4 Grantee shall be responsible for costs of providing electricity to the Entry Gate. Grantor shall be responsible for all costs of providing electricity to the Simple Gate after construction is completed.

6.5 It is agreed that Grantee shall have the right to relocate the roadway to be constructed within the Entryway, provided that: (i) all costs of relocation are borne by Grantee; and (ii) such relocation does not affect the ability of vehicles or pedestrians to easily and directly access the current northerly terminus of the paved portion of Royal St. George's Drive from Rhododendron Drive through the gates.

7. <u>Default</u>: The parties agree that in the event of a default by Grantee of its obligations hereunder, and the continuation of such default after thirty (30) days prior written notice from Grantor setting forth the basis of the default, Grantor shall have the right to perform the obligations of Grantee, and all costs therefor, plus interest at the rate of 10% per annum from the date such costs are incurred, shall be immediately payable upon demand. In addition thereto, Grantor shall have the right to place a lien on the Westshore Property pursuant to ORS Chapter 88, and shall be entitled to all remedies arising therefrom. Title to any and all intellectual property related to the Project such as, but not limited to, engineering, surveys, soil tests, permits, and others, shall accrue to the Grantor, subject to the rights of Grantee pursuant to this Agreement, and further provided that Grantee shall have the right to use such intellectual property for purposes of performing its obligations hereunder, and such other uses as it deems fit.

8. <u>Reimbursement of Attorney Fees</u>: Within thirty (30) days of the date of recording this agreement, Grantee agrees to pay to Grantor the sum of \$4,000.00 to reimburse Grantor a portion of the attorney fees incurred regarding the negotiation and review of this agreement.

9. <u>Condemnation</u>: In the event that the Entryway or Buffer Zone, or any part thereof, is taken by power of eminent domain or is conveyed under threat of condemnation and such taking will render the property so taken unusable for its purpose as set forth herein, then the easement, with respect to the property so taken, shall terminate. If such taking does not render the property so taken unusable for the purposes set forth herein, the obligations of the parties shall hereto be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong exclusively to the fee title owner of the property so taken.

10. <u>Easement to Run with the Land</u>: The easements granted by Grantor to Grantee and described hereinabove, together with all of the terms and conditions herein contained, shall be appurtenant to and shall run with the land, and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

11. <u>Duration of Agreement</u>: Except as otherwise set forth herein, this agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their respective heirs, successors and assigns.

12. <u>Breach and Remedies</u>: In addition to the provisions set forth in Section 7, a failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the non-breaching party shall have the right to pursue any and all remedies available, both at law or in equity.

13. <u>Effect of Agreement</u>: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

14. <u>Notices</u>: All notices given by the parties under this agreement shall be in writing and shall be effective upon receipt or two (2) days after mailing, whichever is earlier. All notices shall be mailed to the parties via certified mail, return receipt requested at the following addresses or to a new owner and/or address upon mailing of proper notice:

Grantor:

Grantee:

SandPines West Lot Owners Association, Inc. PO Box 2019 Florence, OR 97439 Pacific Golf Communities, LLC PO Box 3094 Florence, OR 97439

Robert's Land Co., LLC PO Box 3094 Florence, OR 97439

15. <u>Covenant</u>: Grantor hereby covenants to and with said Grantee and Grantees' heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, subject to all encumbrances, easements, reservations and restrictions of record.

16. <u>Venue</u>: Any litigation under this agreement shall be conducted in Lane County, Oregon unless otherwise agreed by the parties.

17. <u>Attorney Fees</u>: The parties expressly agree that in any suit or action arising directly or indirectly out of this agreement, or to enforce any of the provisions of this agreement, or to rescind, cancel, modify or amend this agreement, including any appeal in any such suit or action, the prevailing party shall be entitled to reasonable attorney's fees, as determined by the court, together with costs and disbursements therein.

18. <u>Authority</u>: The person signing this agreement on behalf of Grantor specifically warrants that he/she has the authority to sign on behalf of Grantor and that all necessary approvals and/or consents of Grantor have been duly obtained and satisfied. The persons signing on behalf of Grantee specifically warrant that they have

the authority to sign on behalf of the respective Grantee, and that all necessary approvals and/or consents of each Grantee have been duly obtained and satisfied.

of <u>SEPTEMBER</u>, 2014.

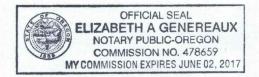
GRANTOR:

SANDPINES WEST LOT OWNERS ASSOCIATION, INC., an Oregon nonprofit corporation

By:

ру. ____

Title: President Rades By:



Title: Secretary

GRANTEE:

PACIFIC GOLF COMMUNITIES, LLC An Oregon limited liability company

By: Member Title: nangaina STATE OF OREGON) SS. County of Lane

ROBERT'S LAND CO., LLC, an Oregon limited liability company

barson By: Title:

etember 16, 2014

Personally appeared the above-named <u>Donald L. Puderbaugh</u> of Sandpines West Lot Owners Association, Inc., an Oregon nonprofit corporation, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me.

ONNES K

Notary Public for Oregon My Commission expires: 4-16-16



STATE OF OREGON

County of Lane

Personally appeared the above-named <u>J. Michael Pearson</u>, of Pacific Golf Communities, LLC, an Oregon limited liability company, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me.

) SS.

) SS.



Conni S. Key

Notary Public for Oregon My Commission expires: 4-16-16

STATE OF OREGON

County of Lane

august 29, 2014

<u>Ungust 29</u>, 2014

Personally appeared the above-named <u>Joseph M. Pearsex</u>, of Robert's Land Co., LLC, an Oregon limited liability company, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me.

OFFICIAL SEAL CONNI S KIEF NOTARY PUBLIC-OREGON COMMISSION NO. 467348 MY COMMISSION EXPIRES APRIL 16, 2016

Conric 5. Kuy Notary Public for Oregon My Commission expires: 4-16-14

NOTARY ACKNOWLEDGEMENT ATTACHED TO DOCUMENT

Date:

) STATE OF Oregon)ss. County of Lane)

Notary Public for Oregon My commission expires: 06/02/2017



EXHIBIT A

DESCRIPTION OF WESTSHORE PROPERTY

TAX LOTS 18-12-15-00-01300,1500 AND TAX LOT 18-12-15-33-04700

Beginning at the Southwest corner of the Northeast one-quarter of the Southwest onequarter of Section 15, Township 18 South, Range 12 West of the Willamette Meridian: thence along the Southerly line of said Northeast one-quarter of the Southwest onequarter of Section 15, South 89° 50' 56" East for 60.00 feet; thence leaving said Southerly line North 0° 20' 50" East for 310.00 feet; thence North 89° 50' 56" West for 60.00 feet to the Westerly line of said Northeast one-quarter of the Southwest onequarter of Section 15; thence along the Westerly line of said Northeast one-quarter of the Southwest one-quarter of Section 15, North 0° 20' 50" East for 1018.97 feet to the Northwest corner of said Northeast one-quarter of the Southwest one-quarter of Section 15; thence along the Northerly line of said Northeast one-quarter of the Southwest onequarter of Section 15, South 89° 45' 17" East for 876.75 feet; thence leaving said Northerly line South 43° 18' 51" West for 631.44 feet; thence South 5° 09' 50" West for 144.45 feet; thence South 3° 56' 19" East for 110.09 feet; thence South 3° 56' 19" East for 206.30 feet; thence South 8° 09' 47" East for 56.42 feet; thence South 13° 36' 10" East for 208.34 feet; thence South 17° 19' 22" East for 159.39 feet; thence South 0° 53' 58" East for 96.79 feet; thence along a 1350.00 foot radius curve to the left (the chord of which bears North 81° 59' 38" West 109.32 feet), a distance of 109.35 feet; thence South 65° 53' 18" West for 68.37 feet; thence South 43° 21' 41" West for 98.77 feet; thence South 3° 12' 55" East for 208.47 feet; thence South 89° 56' 03" West for 311.84 feet; thence North 15° 28' 49" West for 58.64 feet; thence West for 132.39 feet; thence along a 129.00 foot radius curve to the right (the chord of which bears North 7° 35' 01" East 27.84 feet), a distance of 27.89 feet; thence North 82° 38' 35" West for 237.04 feet to the Easterly right-of-way line of Rhododendron Drive; thence along said Easterly right-of-way line along a 746.20 foot radius curve to the left (the chord of which bears North 10° 37' 49" West 242.86 feet), a distance of 243.94 feet; thence North 20° 36' 37" West for 44.87 feet; thence leaving said Easterly line South 89° 50' 54" East for 412.33 feet to the Point of Beginning, in Lane County, Oregon.

TAX LOT 18-12-15-00-01200

The West 60.0 feet of the South 310.0 feet of the Northeast quarter of the Southwest quarter of Section 15, Township 18 South, Range 12 West of the Willamette Meridian, in Lane County, Oregon.

TAX LOT 18-12-15-00-01400

Beginning at a point North 1047.45 feet and East 1089.73 feet from the Southwest corner of the Northeast one-quarter of the Southwest one-quarter of Section 15,

Township 18 South, Range 12 West of the Willamette Meridian; thence North 25° 50'17" East for 91.72 feet; thence North 1° 33'28" West for 93.77 feet; thence North 37° 20' East for 71.28 feet; thence North 89° 21'05" East for 427.98 feet; thence South 13° 19'57" East for 138.58 feet; thence South 10° 17'54" West for 122.82 feet; thence South 54° 48'35" West for 116.13 feet; thence along the arc of a 348.00 foot radius curve to the left (the chord of which bears South 66° 19'11" West 249.40 feet), a distance of 255.07 feet; thence North 52° 16'19" West for 110.17 feet; thence North 12° 34'05" West for 53.30 feet; thence North 55° 50'00" West for 116.70 feet to the Point of Beginning, in Lane County, Oregon.

TAX LOT 18-12-15-34-00100

Beginning at a point South 89° 50'56" East 563.97 feet and South 17° 19'22" East 2.90 feet from the Southwest corner of the Northeast one-quarter of the Southwest onequarter of Section 15, Township 18 South, Range 12 West of the Willamette Meridian; thence South 17° 19'30" East for 4.50 feet; thence along a 96.00 foot radius curve to the left (the chord of which bears North 88° 43'35" East 181.92 feet), a distance of 239.10 feet; thence North 17° 04'47" East for 18.01 feet; thence along the arc of a 1296.00 foot radius curve to the left (the chord of which bears North 6° 15'17" East 469.10 feet), a distance of 471.70 feet; thence North 1° 42'42" West for 62.92 feet; thence along the arc of a 492.00 foot radius curve to the right (the chord of which bears North 20° 08'24" East 258.32 feet), a distance of 261.38 feet; thence North 37° 40'13" East for 78.84 feet; thence North 41° 56'29" East for 171.62 feet; thence North 25° 50'17" East for 81.06 feet; thence South 55° 50' East for 116.70 feet; thence South 12° 34'5" East for 53.30 feet; thence South 52° 16'19" East for 110.17 feet; thence along the arc of a 348.00 foot radius curve to the left (the chord of which bears South 26° 31'56" West 224.18 feet), a distance of 228.25 feet; thence South 2° 36'47" West for 60.05 feet; thence South 6° 31'22" East for 345.41 feet; thence South 2° 33'21" East for 61.06 feet; thence South 0° 12'38" East for 211.34 feet; thence along the arc of a 251.00 foot radius curve to the right (the chord of which bears South 46° 27'56" West 315.06 feet), a distance of 340.59 feet; thence North 77° 20'27" West for 96.08 feet; thence North 67° 00'27" West for 116.56 feet; thence along the arc of a 1350.00 foot radius curve to the left (the chord of which bears North 74° 37'32" West 237.58 feet), a distance of 237.88 feet; thence North 0° 53'58" West for 96.79 feet to the Point of Beginning, in Lane County, Oregon,

EXHIBIT B

DESCRIPTION OF ENTRYWAY

Beginning at the Northeast corner of Lot 42, SANDPINES WEST, as platted and recorded in File 74, Slide 18, Lane County Oregon Plat Records; thence along the Northerly line of said Lot 42 and the Northerly line of Open Space "E" of said SANDPINES WEST, South 83° 07' 42" West for 198.86 feet to the Easterly right of way line of Rhododendron Drive, said line also being the Westerly line of SANDPINES WEST; thence along said right of way line North 5° 07' 15" East for 63.13 feet; thence along the arc of a 746.20 foot radius curve to the Left (the chord of which bears North 1° 55' 41" East 83.12 feet) a distance of 83.16 feet to the Northerly line of said SANDPINES WEST; thence along said Northerly line South 82° 38' 35" East for 237.04 feet to the Northeast corner of Royal Saint Georges Drive; thence along the Easterly right of way line of Royal Saint Georges Drive along the arc of a 129.00 foot radius curve to the Left (the chord of which bears South 7° 35' 01" West 27.84 feet) a distance of 27.89 feet; thence South 0° 23' 15" West for 30.00 feet; thence leaving said Easterly right of way line, South 50° 58' 42" West for 54.33 feet, to the point of beginning, in Lane County, Oregon.

