

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SHEVLIN CENTER

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Shevlin Center dated November 5, 1982, were recorded November 9, 1984, in Book 364, Page 259, Deed Records, Deschutes County, Oregon, and amended by instrument recorded April 25, 1988, in Book 162, Page 1826, Deschutes County Records; December 6, 1988, in Book 175, Page 851, Deschutes County Records, and

WHEREAS, Brooks Resources Corporation, the Declarant and William Smith Properties, Inc., are the owners of more than two-thirds of the property subject to the restrictions based upon the number of acres owned compared to the total number of acres subject to the restrictions, and

WHEREAS, Declarant and William Smith Properties, Inc. desire to amend said Declaration of Covenants, Conditions and Restrictions for Shevlin Center,

NOW, THEREFORE, said Declaration of Covenants, Conditions and Restrictions for Shevlin Center is hereby amended as follows:

1. The property described on Exhibit "A" attached hereto is hereby withdrawn and is no longer subject to said Declaration of Covenants, Conditions and Restrictions for Shevlin Center.
2. In computing the amount to be assessed against the Owner of Lots in Shevlin Center, the Declarant or the SCOC, as applicable, shall also take into account the amounts to be assessed and collected against the Owners of Lots on the real property described on Exhibit A attached hereto, pursuant to the new Declaration of Covenants, Conditions and Restrictions encumbering said real property and recorded in Deschutes County Official Records on the same day as this Third Amendment.

DATED this 3RD day of March, 1995.

BROOKS RESOURCES CORPORATION

After recording, return to:
BEND TITLE COMPANY
15 OREGON AVENUE, BEND

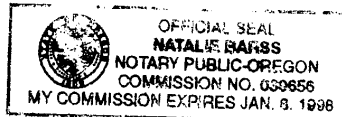
BY: Michael P. Hollern
MICHAEL P. HOLLERN, President

WILLIAM SMITH PROPERTIES, INC.

BY: William L. Smith
William L. Smith, President

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 3rd
day of ~~March~~, 1995, by MICHAEL P. HOLLERN as President of BROOKS
RESOURCES CORPORATION.

April

Natalie Barss
Notary Public for Oregon
My Commission Expires 1-8-98

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 6th
day of ~~March~~, 1995, by WILLIAM L. SMITH as President of WILLIAM
SMITH PROPERTIES, INC.



Linda Sinclair
Notary Public for Oregon
My Commission Expires 12/21/96

PARCEL "B" OF PARTITION PLAT NUMBER 1992-48 AFTER ALL LOT LINE ADJUSTMENTS

A TRACT OF LAND LOCATED IN LOT 2 BLOCK 3 OF SHEVLIN CENTER, IN THE WEST 1/2 OF SECTION 5 AND THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE PLAT OF SHEVLIN CENTER BUSINESS PARK PHASE ONE AS RECORDED IN THE DESCHUTES COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF SAID PLAT, THE FOLLOWING FIVE COURSES; THENCE NORTH 23°17'45" EAST, 369.93 FEET; THENCE NORTH 06°55'00" EAST, 171.61 FEET; THENCE SOUTH 77°17'56" EAST, 50.04 FEET; THENCE NORTH 03°14'22" WEST, 84.96 FEET; THENCE NORTH 03°13'22" WEST, 336.60 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO THE OREGON MILITARY DEPARTMENT AS RECORDED IN BOOK 362 AT PAGE 842 DESCHUTES COUNTY OFFICIAL RECORDS; THENCE LEAVING SAID BOUNDARY LINE OF SAID PLAT AND FOLLOWING ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SOUTH 62°40'46" EAST, 412.49 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN SAID DEED; THENCE NORTH 27°19'14" EAST, ALONG THE EAST LINE OF THE LAND DESCRIBED IN SAID DEED AND ALSO ALONG THE EAST LINE OF PARCEL "A" OF PARTITION PLAT NUMBER 1992-48, 363.91 FEET TO AN ANGLE POINT OF SAID PARCEL "A"; THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL "A" THE NEXT FIVE COURSES; NORTH 62°40'46" WEST, 158.32 FEET; THENCE SOUTH 27°16'39" WEST, 13.22 FEET; THENCE NORTH 62°43'21" WEST, 100.00 FEET; THENCE NORTH 27°16'39" EAST, 172.29 FEET; THENCE NORTH 63°01'12" WEST, 277.72 FEET TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY OF SIMPSON AVENUE AS SHOWN ON SAID PARTITION PLAT NUMBER 1992-48; THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 66°13'04", AN ARC DISTANCE OF 260.04 FEET (THE LONG CHORD OF WHICH BEARS NORTH 10°01'49" WEST, 245.80 FEET) TO A POINT OF TANGENCY; THENCE NORTH 43°08'21" WEST, 63.29 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COLORADO AVENUE; THENCE NORTH 46°51'43" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 422.85 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND FOLLOWING ALONG THE EASTERLY BOUNDARY AND SOUTHERLY BOUNDARY OF SAID LOT 2 THE FOLLOWING 18 COURSES; THENCE SOUTH 47°41'36" EAST, 524.87 FEET; THENCE SOUTH 63°45'14" EAST, 96.70 FEET; THENCE SOUTH 45°13'51" EAST, 629.33 FEET; THENCE SOUTH 18°26'43" EAST, 280.19 FEET; THENCE SOUTH 07°30'02" WEST, 321.75 FEET; THENCE SOUTH 11°33'20" EAST, 274.57 FEET; THENCE SOUTH 71°02'09" WEST, 273.87 FEET; THENCE SOUTH 06°28'54" EAST, 144.84 FEET; THENCE SOUTH 20°29'22" WEST, 155.23 FEET; THENCE SOUTH 55°57'23" WEST, 189.20 FEET; THENCE SOUTH 34°45'46" WEST, 221.18 FEET; THENCE SOUTH 47°14'37" WEST, 250.52 FEET; THENCE SOUTH 74°06'58" WEST, 215.77 FEET; THENCE SOUTH 04°38'00" EAST, 241.74 FEET; THENCE SOUTH 14°14'48" EAST, 264.12 FEET; THENCE SOUTH 86°01'55" WEST, 520.25 FEET; THENCE NORTH 74°00'18" WEST, 854.98 FEET; THENCE NORTH 01°46'12" EAST, 174.85 FEET TO AN ANGLE POINT ON SAID LOT 2; THENCE LEAVING SAID LOT 2 BOUNDARY LINE, SOUTH 82°21'44" EAST, 76.91 FEET; THENCE NORTH 80°49'15" EAST, 47.70 FEET; THENCE SOUTH 86°46'08" EAST,

96.60 FEET; THENCE NORTH 82°12'49" EAST, 132.38 FEET; THENCE NORTH 64°29'13" EAST, 123.21 FEET; THENCE NORTH 74°29'09" EAST, 69.18 FEET; THENCE NORTH 40°50'45" EAST, 203.26 FEET; THENCE NORTH 02°34'29" EAST, 158.80 FEET; THENCE NORTH 75°39'10" WEST, 130.47 FEET; THENCE NORTH 48°19'14" WEST, 58.43 FEET; THENCE NORTH 82°28'23" WEST, 102.97 FEET; THENCE NORTH 18°25'08" EAST, 68.77 FEET; THENCE NORTH 51°26'19" EAST, 81.69 FEET; THENCE NORTH 38°57'34" EAST, 185.95 FEET TO A POINT ON THE SOUTH LINE OF SAID SHEVLIN CENTER BUSINESS PARK PHASE ONE; THENCE ALONG SAID SOUTH LINE, SOUTH 50°37'34" EAST, 72.19 FEET TO THE POINT OF BEGINNING.

THIS TRACT OF LAND CONTAINS 70.58 ACRES.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

95 APR -7 PM 12:54

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *J. Wallace* DEPUTY

NO. 95-11097 FEE 30⁰⁰

DESCHUTES COUNTY OFFICIAL RECORDS

95-11098

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made this 3RD day of April, 1995, by Brooks Resources Corporation, an Oregon corporation ("Declarant"), and William Smith Properties, Inc., an Oregon corporation ("WSPI"), as the owner and the purchaser, respectively, of the real property in the City of Bend, Deschutes County, State of Oregon, described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").

Whereas, Declarant, as seller, has entered into an agreement ("Agreement") to sell the Property to WSPI, as purchaser; and

Whereas, pursuant to the Agreement Declarant has caused the Property to be removed from Shevlin Center and to be no longer subject to the Declaration of Covenants, Conditions and Restrictions for Shevlin Center recorded November 9, 1982, in Book 364, Page 259, as amended by instrument recorded April 25, 1988, in Book 162, Page 1826, and instrument recorded December 6, 1988, in Book 175, Page 851, Deschutes County Deed Records ("Shevlin Center Declaration"); and

Whereas, pursuant to the Agreement Declarant and WSPI are causing this Declaration to be recorded to subject the Property to the covenants, conditions, and restrictions set forth herein, and WSPI is accepting the Property subject to the covenants, conditions, and restrictions set forth herein.

Now, therefore, Declarant and WSPI hereby make the following declarations:

1 DEFINITIONS

1.1 Shevlin Center: the term "Shevlin Center" shall mean all of the real property now or here after made subject to the Shevlin Center Declaration; the Property is not part of Shevlin Center.

1.2 Declarant: the term "Declarant" shall mean Brooks Resources Corporation, an Oregon corporation, or its successors in interest.

1.3 Block: the term "Block" shall mean those areas designated as blocks on subdivision or partition plats according to the records of Deschutes County.

1.4 Lot: the term "Lot" shall mean the fractional part of blocks as divided and subdivided on subdivision or partition maps according to the records of Deschutes County. For purposes of this Declaration, the Property shall be considered one Lot until it is further divided on such subdivision or partition maps.

LWT\15151wt.doc

After recording, return to:
BEND TITLE COMPANY
15 OREGON AVENUE, BEND

PB

1.5 Declaration: The term "Declaration" shall mean this declaration of covenants, conditions, and restrictions.

1.6 Owner: The term "Owner" shall mean and refer to either all holders of fee title to any Lot, or any other person or persons entitled to possession of the Lot pursuant to a contract or lease requiring such person or persons pay real property taxes on the Lot.

1.7 Shevlin Center Owners Committee: The "Shevlin Center Owners Committee" or "SCOC" shall be that committee of owners formed pursuant to the Shevlin Center Declaration.

1.8 Shevlin Center Declarant: The "Shevlin Center Declarant" shall be Brooks Resources Corporation, an Oregon corporation, or its successors in interest.

2. PROPERTY SUBJECT TO DECLARATION

Declarant and WSPI hereby declare that all of the real property located in Deschutes County, Oregon described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of the covenants, conditions and restriction of this Declaration shall run with all of said real property for all purposes and shall be binding upon all Owners and their successors in interest as set forth in this Declaration and shall inure to the benefit of the Shevlin Center Declarant, the SCOC, and all Owners of real property within Shevlin Center and their successors in interest.

3 COVENANT FOR ASSESSMENT

3.1 Creation Of The Lien And Personal Obligation Of Assessments. WSPI and Declarant hereby covenant and declare that each Owner of any Lot by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agrees to pay to the Shevlin Center Declarant, or the Shevlin Center Owners Committee when the SCOC is formed pursuant to the Shevlin Center Declaration, regular annual, special, or other regular periodic assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Property and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time such assessment was levied. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

3.2 Nature Of Assessments. The assessments levied by the Shevlin Center Declarant or the SCOC against the Property shall be used exclusively for the improvement and maintenance of the landscaping within the road right-of-ways within Shevlin Center. The assessments on all Lots in the Property shall be computed, assessed, and collected from the Owners of the Lots in the Property in same manner as such assessments are computed, assessed, and collected from the Owners of Lots within Shevlin Center as provided in the Shevlin Center Declaration, as it may be amended from time to time, as if the Property were still part of Shevlin Center. All Lots on the Property will be assessed at a uniform rate with Lots in Shevlin Center.

3.3 Assessment Dates: All Lots shall be subject to the annual, quarterly, or monthly assessments as provided for in the Shevlin Center Declaration, effective the first day of the month following the month an Owner takes possession of any Lot. The Shevlin Center Declarant or SCOC shall fix the amount of the regular assessment at least 30 days in advance of each assessment. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Shevlin Center Declarant or the SCOC.

3.4 Remedies For Nonpayment Of Assessment: Any assessment not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser rate of 18 percent (18%) per annum or the highest rate allowed by law per annum. The Shevlin Center Declarant or the SCOC shall file in the office of the County Clerk of Deschutes County, Oregon, within 30 days after delinquency, a statement of the amount of any such charges or assessments, together with interest, which have become delinquent with respect to any Lot on the Property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, cost and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of the County Clerk until the same has been paid or released as herein provided. Such lien may be enforced by the Shevlin Center Declarant or the SCOC in the manner provided by law with respect to liens upon real property, as provided in ORS Chapter 88. The Owner of the Lot at the time said assessment is levied shall be personally liable for the expenses, cost and disbursements including reasonable attorney's fees of the Shevlin Center Declarant or SCOC of processing and, if necessary, enforcing such liens, all of which expense, cost and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his Lot.

3.5 Subordination Of The Lien To Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of any first mortgages and trust deeds now or hereafter placed upon a Lot or any part thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lien of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter from becoming due or from the lien thereof.

4. DURATION AND AMENDMENT OF THIS DECLARATION

4.1 The covenants, conditions and restrictions of this Declaration shall continue to remain in full force and effect for as long as the Shevlin Center Declaration remains in effect.

4.2 Amendment. This Declaration or any provisions thereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended as to the whole Property or any part thereof only with the written consent of the Owners of two-thirds of the Property and the Owners of two-thirds of property subject to the Shevlin Center Declaration, based in each case on the number of acres owned as compared to the total number of acres subject to this Declaration or the Shevlin Center Declaration, as the case may be, excluding dedicated streets.

4.3 Recordation. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the official records of Deschutes County, Oregon.

5. ENFORCEMENT

5.1 This Declaration shall be specifically enforceable by WSPI, Declarant, the Shevlin Center Declarant, or any Owner of any Lot in Shevlin Center. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including specific performance and including foreclosure of the lien as provided in paragraph 3.4 of this Declaration.

5.2 In the event that legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney's fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

6. Effect of Declaration

The covenants, conditions, and restrictions of this Declaration shall run with the land described on Exhibit "A" attached hereto and shall bind and burden each Lot in the Property and shall benefit each Lot in Shevlin Center. The terms of this Declaration shall bind Declarant, WSPI, all successors and assigns of Declarant and WSPI, and all Owners of any Lot in the Property, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to the Property or any portion thereof.

Brooks Resources Corporation

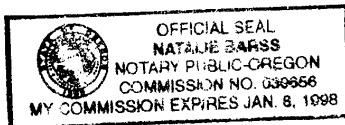
By: [Signature]
 Title: President

William Smith Properties, Inc.

By: [Signature]
 Title: President

STATE OF OREGON)
) ss.
 County of DESCHUTES)

On this 3RD day of APRIL, 1995, personally appeared before me MICHAEL P. HOLLEN who being duly sworn did say that he is the PRESIDENT of Brooks Resources Corporation, an Oregon corporation, and that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and acknowledged that said instrument is the free act and deed of said Corporation.

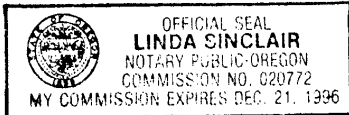


[Signature]
 Notary Public for Oregon
 My Commission Expires: 1-8-98

STATE OF OREGON)
) ss.
County of Deschutes)

On this 6th day of April, 1995, personally appeared before me
William L. Smith, who being duly sworn did say that he is the
President of William Smith Properties, Inc., an Oregon corporation, and
that the foregoing instrument was signed on behalf of said Corporation by authority of its Board
of Directors, and acknowledged that said instrument is the free act and deed of said Corporation.

Linda Sinclair
Notary Public for Oregon
My Commission Expires: 12/31/96



370 - 0784

PARCEL "B" OF PARTITION PLAT NUMBER 1992-48 AFTER ALL LOT LINE ADJUSTMENTS

A TRACT OF LAND LOCATED IN LOT 2 BLOCK 3 OF SHEVLIN CENTER, IN THE WEST 1/2 OF SECTION 5 AND THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE PLAT OF SHEVLIN CENTER BUSINESS PARK PHASE ONE AS RECORDED IN THE DESCHUTES COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF SAID PLAT, THE FOLLOWING FIVE COURSES; THENCE NORTH 23°17'45" EAST, 369.93 FEET; THENCE NORTH 06°55'00" EAST, 171.61 FEET; THENCE SOUTH 77°17'56" EAST, 50.04 FEET; THENCE NORTH 03°14'22" WEST, 84.96 FEET; THENCE NORTH 03°13'22" WEST, 336.60 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO THE OREGON MILITARY DEPARTMENT AS RECORDED IN BOOK 362 AT PAGE 842 DESCHUTES COUNTY OFFICIAL RECORDS; THENCE LEAVING SAID BOUNDARY LINE OF SAID PLAT AND FOLLOWING ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SOUTH 62°40'46" EAST, 412.49 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN SAID DEED; THENCE NORTH 27°19'14" EAST, ALONG THE EAST LINE OF THE LAND DESCRIBED IN SAID DEED AND ALSO ALONG THE EAST LINE OF PARCEL "A" OF PARTITION PLAT NUMBER 1992-48, 363.91 FEET TO AN ANGLE POINT OF SAID PARCEL "A"; THENCE ALONG THE BOUNDARY LINE OF SAID PARCEL "A" THE NEXT FIVE COURSES; NORTH 62°40'46" WEST, 158.32 FEET; THENCE SOUTH 27°16'39" WEST, 13.22 FEET; THENCE NORTH 62°43'21" WEST, 100.00 FEET; THENCE NORTH 27°16'39" EAST, 172.29 FEET; THENCE NORTH 63°01'12" WEST, 277.72 FEET TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY OF SIMPSON AVENUE AS SHOWN ON SAID PARTITION PLAT NUMBER 1992-48; THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 66°13'04", AN ARC DISTANCE OF 260.04 FEET (THE LONG CHORD OF WHICH BEARS NORTH 10°01'49" WEST, 245.80 FEET) TO A POINT OF TANGENCY; THENCE NORTH 43°08'21" WEST, 63.29 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COLORADO AVENUE; THENCE NORTH 46°51'43" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 422.85 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND FOLLOWING ALONG THE EASTERLY BOUNDARY AND SOUTHERLY BOUNDARY OF SAID LOT 2 THE FOLLOWING 18 COURSES; THENCE SOUTH 47°41'36" EAST, 524.87 FEET; THENCE SOUTH 63°45'14" EAST, 96.70 FEET; THENCE SOUTH 45°13'51" EAST, 629.33 FEET; THENCE SOUTH 18°26'43" EAST, 280.19 FEET; THENCE SOUTH 07°30'02" WEST, 321.75 FEET; THENCE SOUTH 11°33'20" EAST, 274.57 FEET; THENCE SOUTH 71°02'09" WEST, 273.87 FEET; THENCE SOUTH 06°28'54" EAST, 144.84 FEET; THENCE SOUTH 20°29'22" WEST, 155.23 FEET; THENCE SOUTH 55°57'23" WEST, 189.20 FEET; THENCE SOUTH 34°45'46" WEST, 221.18 FEET; THENCE SOUTH 47°14'37" WEST, 250.52 FEET; THENCE SOUTH 74°06'58" WEST, 215.77 FEET; THENCE SOUTH 04°38'00" EAST, 241.74 FEET; THENCE SOUTH 14°14'48" EAST, 264.12 FEET; THENCE SOUTH 86°01'55" WEST, 520.25 FEET; THENCE NORTH 74°00'18" WEST, 854.98 FEET; THENCE NORTH 01°46'12" EAST, 174.85 FEET TO AN ANGLE POINT ON SAID LOT 2; THENCE LEAVING SAID LOT 2 BOUNDARY LINE, SOUTH 82°21'44" EAST, 76.91 FEET; THENCE NORTH 80°49'15" EAST, 47.70 FEET; THENCE SOUTH 86°46'08" EAST,

370 - 0785

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THIS TRACT OF LAND CONTAINS 70.58 ACRES.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

95 APR -7 PM 12:56

MARY SUE PENHOLLOW
COUNTY CLERK

BY: Wallace DEPUTY
NO. 95-11098 FEE 50.00
DESCHUTES COUNTY OFFICIAL RECORDS