

SUBDIVISION IMPROVEMENT AND
MAINTENANCE AGREEMENT

This AGREEMENT, made this 25th day of October, 1973, by and
 between the undersigned, owners in fee simple and contract purchasers
and others holding interest in the lands herein described,
hereinafter referred to as DEVELOPER, and Deschutes County, referred
to as COUNTY.

WITNESSETH

WHEREAS, the Developer is the owner of certain real property which is
 hereinafter referred to as Subdivision PLAT Nos. 4 & 5 (Name):
CROOKED RIVER RANCH # 157 and is described in Exhibit "A"
 which is attached hereto and incorporated as part of this agreement; and

WHEREAS, the County is willing to grant approval of the final
 subdivision plat upon condition that the Developer undertake and
 maintain certain improvements and satisfy certain requirements as
 specified herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF mutual covenants and
 agreements herein contained as a condition agreement precedent to
 the granting of final approval for said subdivision plat by the County,
 the Developer hereby agrees as follows:

IMPROVEMENT AND MAINTENANCE PROVISIONS:

1. CROOKED RIVER RANCH, a Washington Limited Partnership, its heirs and assigns, hereby accepts the full responsibility for the grantor to perform the road construction and maintenance specifically as follows:
 - a. It is understood and agreed that Crooked River Ranch, a Limited Partnership, shall have sole responsibility to complete the roadways to all weather standards by generally clearing the roadways, grubbing the road bed, shaping the road bed to a four-inch crown section and constructing ditch sections twelve inches deep and located seventeen and one-half feet on each side of the road centerline and placing and grading ten inches of compacted select roadway bearing materials on the travel surface for a twenty-eight foot finished top width.
 - b. The Crooked River Ranch Club and Maintenance Association, heirs and assigns, shall have the responsibility for the perpetual care and maintenance of the roads including those portions of roads listed within Block 1 of Land Management lots and providing access to Crooked River Ranch.
2. The Seattle First National Bank's sole responsibility is that of a secured creditor of the developer.
3. The First National Bank of Oregon's sole responsibility is that of trustees in the Act Release and Title Holding Trust Agreement dated August 1, 1973, T. Graham Bell and Judy L. Bell, Trustees, and the First National Bank of Oregon.

"SCHEDULE "A"

WICHITA COUNTY

Township 14 South, Range 12 West of Willamette Meridian, Oregon:

Section 1-	Lots 1, 2, 3 and 4 Southwest quarter of the Northwest quarter
Section 2-	North half of the Northeast quarter, Southeast quarter of the Northeast quarter, Northwest quarter of the Southwest quarter, South half of the Southwest quarter
Section 3-	All that portion lying North and Easterly of the Deschutes River
Section 11-	Northwest quarter of the Northwest quarter

Township 14 South, Range 13 East of Willamette Meridian, Oregon:

Section 6-	Lots 2, 3, 4 and 5 Southeast quarter of the Northwest quarter That portion of Lots 6 and 7 lying Westerly or Northerly of the Pilot Butte Canal, Northeast quarter of the Southwest quarter lying Westerly from the Westerly boundary of the existing county road situate along the Easterly portion thereof, and lying Northerly or Northwesternly from the Pilot Butte Canal
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ENFORCEMENT OF THIS AGREEMENT:

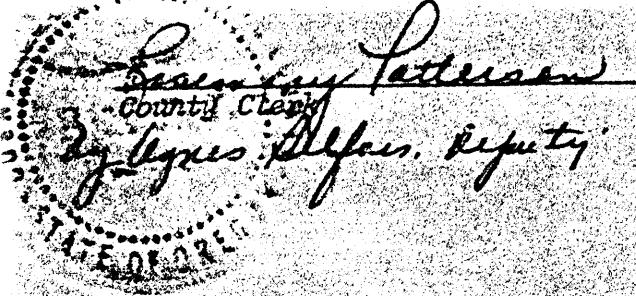
1. If the Developer fails to keep and execute the terms in this agreement, the County may, after 30 days of written notification, perform the terms and conditions including, but not limited to, the improvement, maintenance and upkeep of THE ROADS, and may charge the same as a valid and enforceable lien upon the property described in Exhibit "A". In enforcing the agreement, the Board of Commissioners of the County shall set a hearing and notify the landowner of said hearing and at such time may make a determination of the probable cost of the maintenance and shall give the first party a period of 30 days in which to complete said program and if the first party does not execute such program within such time limit, then the Board of Commissioners may pass an ordinance requiring the same to be let out for bid by the lowest responsible bidder at the cost. Plus any additional costs incurred by the County in enforcing performance thereof shall be charged as a lien against the property described in Exhibit "A", and shall be collectible as other County liens.
2. This agreement shall be binding upon the heirs, executors, administrators and assigns of both parties, and is a condition and covenant running with the land and binding upon the above described real property.

EXECUTION OF AGREEMENT

This agreement has been executed this 31 day of October, 1973, by the Board of Commissioners of Deschutes County and has been executed by the Developer this 17 day of October, 1973.

ATTEST:

COUNTY OF DESCHUTES: BOARD OF COMMISSIONERS



County Clerk

 Bevney Patterson
 Deleges. Clerk, Deputy

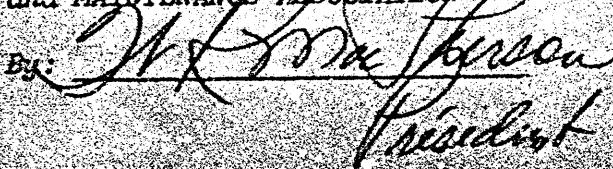
CHAIRMAN

COMMISSIONER

COMMISSIONER

 CROOKED RIVER RANCH CLUB
 and MAINTENANCE ASSOCIATION

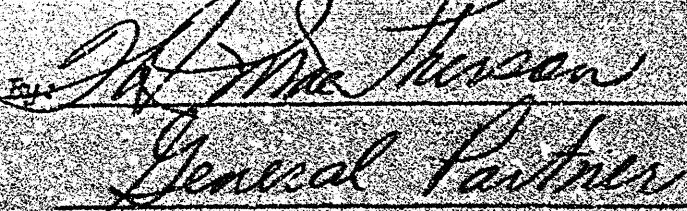
By:



President

CROOKED RIVER RANCH, a Limited Partnership

By:

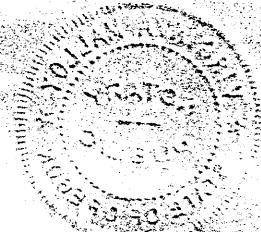


General Partner

FIRST NATIONAL BANK OF OREGON
Trustee,By: K. J. Walter
K. J. Walter, Asst. Vice PresidentBy: Joseph C. Gander
Joseph C. Gander, Asst. CashierSEATTLE-FIRST NATIONAL BANK, making no
warranties whatsoever, but releasing its security interest in the railroads.By: Glenn H. Cooper
Vice President

By: _____

STATE OF WASHINGTON
COUNTY OF King ss.On this 17 day of October, 1973, before me, the undersigned, a
NOTARY PUBLIC in and for said County and State, personally appeared
the within named W. R. MacPherson, General Partnerwho is known to me to be the identical
individual(s) described in and who executed the within instrument, and acknowledged
to me that he executed the same freely and voluntarily. WITNESS my hand and
official seal the day and year first above written.Virginia M. Barger
Notary Public for Washington
My Commission expires: 11/6/74STATE OF Oregon
COUNTY OF Multnomah ss.On this 25th day of October, 1973, before me, the undersigned, a
NOTARY PUBLIC in and for said County and State, personally appeared
the within named K. J. Walter and Joseph C. Ganderwho is known to me to be the identical
individual(s) described in and who executed the within instrument, and acknowledged
to me that he executed the same freely and voluntarily. WITNESS my hand and
official seal the day and year first above written.Virginia M. Barger
Notary Public for Oregon
My Commission expires: 10/18/74STATE OF WASHINGTON
COUNTY OF King ss.On this 17 day of October, 1973, before me, the undersigned, a
NOTARY PUBLIC in and for said County and State, personally appeared
the within named Glenn H. Cooper, Vice President, Seattle First National Bankwho is known to me to be the identical
individual(s) described in and who executed the within instrument, and acknowledged
to me that he executed the same freely and voluntarily. WITNESS my hand and
official seal the day and year first above written.Glenn H. Cooper
Notary Public for Washington
My Commission expires: 11/6/74



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STATE OF OREGON

County of Yamhill

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do 77 County of Yamhill
do 78 County of Yamhill
do 79 County of Yamhill
do 80 County of Yamhill

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ROSEMARY PATTERSON

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W.R. MacPherson
P.O. Box 467
Tremont, Ore 97760