

This agreement and easement shall be between J. PIERRE KOLISCH, MARION W. KOLISCH, STUART W. GATES, SYLVIA B. GATES, AUSTIN F. LEACH and M. DENISE LEACH, hereafter referred to as GKL, who are owners of the property described as thirty-seven (37) acres  $\pm$  and legally described on Addendum "A" and PACIFIC NORTHWEST DEVELOPMENT CORPORATION, hereafter referred to as PNDC, who is the owner of property described as twenty-four (24) acres  $\pm$  as legally described on Addendum "B".

PNDC currently has a sixty-foot right-of-way easement over GKL's thirty-seven acres legally described on Addendum "A". All parties agree to cancel this easement and replace it with a sixty-foot easement to PNDC, their heirs and assigns, located on GKL forty-acres on and across the land hereby described on Addendum "C".

All parties signing this agreement and their assigns agree to the following terms and conditions:

1. The purpose of GKL granting PNDC a sixty foot perpetual right-of-way easement over their property is to allow PNDC a better access to PNDC twenty-four (24) acres as described in Addendum "B". This easement shall be used for the passage of vehicles, pedestrians and livestock over and across the GKL property.
2. The center line of the sixty (60) foot easement shall commence approximately two hundred fifty (250) feet south of the south bank of the Deschutes River beginning at the most southwesterly point of the Deschutes River bank as described in the legal description on Addendum "E", then continuing in a northeasterly direction to a point approximately one hundred seventy-five (175) feet east of the east bank of the Deschutes River at the south line of the property described on Addendum "B". The center line of the property has been staked by GKL and PNDC and a twelve (12) foot roadway will be constructed. The centerline of the twelve (12) foot roadway shall become the legal centerline for future references.
3. The new roadway shall be gravel and oil and will be improved and maintained by PNDC. Said roadway shall be twelve (12) feet wide with approximately three (3) foot dressing on each side. There shall be three (3) turnouts approximately ten (10) feet wide by thirty (30) feet long located approximately three hundred thirty five (335) feet, seven hundred (700) feet and eleven hundred fifty (1150) feet from the S.W. starting point of the easement. The sixty (60) foot easement shall be restricted to the twelve (12) foot roadway and turnouts described herein until such time as GKL's land is approved for development or subdivision by the legal planning agency. This excludes GKL or assigns family member building improvements for own personal use, with a maximum of three (3) single family living units.
4. The easement will be restricted to one family use of PNDC or assigns, their guests, vehicles and persons necessary to service PNDC, the property and improvements.
5. PNDC will, at its expense, install gates and cattle guards at the S.W. end and north end of the easement and move fence to new west and south lines of property described in Addendum "C".
6. Gates are to be locked when not in use and GKL is to have keys to the south/southwestern gates to Deschutes River Ranch land for emergency use.
7. All debris and spoil from roadway construction is to be removed by PNDC with no burning on GKL land.
8. All reasonable care is to be used during construction and afterwards to not disturb vegetation and to leave area as natural as possible.
9. GKL and PNDC agree to take reasonable precautions to help each other prevent trespass on each others land from this easement and both parties agree to use their influence to encourage all adjoining land owners to cooperate in such effort.

10. GKL hereby releases any and all claims against PNDC and Deschutes River Ranch relating to a timber trespass on GKL property on west side of Deschutes River, identified on Addendum "D".

Easement and terms accepted by Grantors, GKL:

Date <u>10/1/81</u>	<u>J. Pierre Kolisch</u> J. Pierre Kolisch
Date <u>10/1/81</u>	<u>Marion W. Kolisch</u> Marion W. Kolisch
Date <u>7/30/81</u>	<u>Stuart W. Gates</u> Stuart W. Gates
Date <u>9/30/81</u>	<u>Sylvia B. Gates</u> Sylvia B. Gates
Date <u>9/30/81</u>	<u>Austin F. Leach</u> Austin F. Leach
Date <u>9/30/81</u>	<u>M. Denise Leach</u> M. Denise Leach

Easement and terms accepted by Grantee, PNDC:

10/1/81  
PACIFIC NORTHWEST DEVELOPMENT CORPORATION  
BY: [Signature]  
President

STATE OF OREGON  
COUNTY OF MULTNOMAH

October 1, 1981  
Personally appeared the above named J. Pierre Kolisch and Marion W. Kolisch and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Karen Campbell  
Notary Public for Oregon  
My commission expires: 12/13/83

STATE OF OREGON  
COUNTY OF MULTNOMAH

September 30, 1981  
Personally appeared the above named Stuart W. Gates and Sylvia B. Gates and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Marilyn L. Larsen  
Notary Public for Oregon  
My commission expires: 10-10-84

STATE OF OREGON  
COUNTY OF MULTNOMAH

Sept 30, 1981  
Personally appeared the above named Austin F. Leach and M. Denise Leach and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Stuart W. Gates  
Notary Public for Oregon  
My commission expires: 11/1/86

STATE OF OREGON )  
COUNTY OF MULTNOMAH )

Personally appeared the above named O.M. Wilson, who is the president of Pacific Northwest Development Corporation, a corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be his voluntary act and deed.

Before me:

Janice M. Jensen  
Notary Public for Oregon  
My commission expires: 2-7-82

## Agreement and Right-of-Way Easement

ADDENDUM "A"

The Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 16, Township 16 South, Range 12 East of the Willamette Meridian, except that portion lying North and West of the centerline of the Deschutes River.

37 acres

ADDENDUM "B"

In Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon.

Section 16: THE East one-half of the Northwest quarter lying Easterly of the centerline of the Deschutes River

24 acres

ADDENDUM "C"

In Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon.

Section 16: That portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  lying South and East of the center of the Deschutes River 37 acres  $\pm$  and 3 acres  $\pm$  beginning at a point which the West line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  intersects the center of the Deschutes River; thence South along said West line to the Southwest corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence West along the South line of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  135 feet; thence North on a line parallel to and 135 feet West of the West line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the Centerline of the Deschutes River; thence Easterly along said centerline to the point of beginning and terminus of this description.

ADDENDUM "D"

In Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon.

Section 16: That portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  lying North and West of the center of the Deschutes River

3 acres

ADDENDUM "E"

In Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon.

Section 16: That portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  lying South and East of the center of the Deschutes River

37 acres  $\pm$

ADDENDUM "F"

In Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon.

3 acres  $\pm$  beginning at a point which the West line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  intersects the center of the Deschutes River; thence South along said West line to the Southwest corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence West along the South line of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  135 feet; thence North on a line parallel to and 135 feet West of the West line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the centerline of the Deschutes River; thence Easterly along said centerline to the point of beginning and terminus of this description.

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 9 day of Nov A.D. 19 81 at 1:52 o'clock P M., and recorded in Book 350 on Page 144 Records of Deeds

ROSEMARY PATTERSON

County Clerk

By Rhonda Lang Deputy