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04/24/2002 11:58:01 AM

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\$35.00 \$11.00 \$10.00 \$5.00

✓ After recording, return to:  
Slothower & Petersen  
205 NW Franklin Ave.  
Bend, OR 97701

EASEMENT AGREEMENT

PARTIES:

ERNEST JOE JUBELA and ETHEL B. JUBELA,  
Co-Trustees of the ERNEST JOE JUBELA and  
ETHEL B. JUBELA FAMILY TRUST dated  
December 27, 1985

("Grantee")

ROWE SANDERSON, III AND  
TAMMY STEVENS SANDERSON

("Grantor")

RECITALS:

1. Grantor is the owner of real property described as:  
  
(See attached Exhibit "A"), hereinafter referred to as "Grantor's Property."
2. Grantee is the owner of real property described as:  
  
Lots 4 and 5, Rimrock West, Deschutes County, Oregon, hereinafter referred to as "Grantee's Property."
3. Grantor's Property may be affected by Deed restrictions created in a Warranty Deed dated June 5, 1990 and recorded in book 211, Page 1320 at No. 90-17171, Deschutes County Official Records. Grantee claims the exclusive benefits of restrictions on Grantor's Property contained in paragraphs 8(a) and (b) of the Deed.
4. There is a dispute among the parties whether the restrictions affect Grantor's Property.
5. The parties desire to fully resolve their disputes regarding Grantor's Property by providing to Grantee an easement to preserve a view without admission by either side as to the effect of the June 5, 1990 Warranty Deed referred to above, and by Grantee releasing any claim Grantee may have arising from the Deed restrictions described above.
6. Grantor desires to subdivide his property into sixteen (16) lots.

AGREEMENT:

**Grant of Easement. Grantor hereby grants, covenants and agrees to restrict use of Grantor's Property as follows:**

7. **Subdivision.** Grantor may subdivide his property into no more than sixteen (16) lots, including no more than four (4) riverfront lots. Grantor shall create a Declaration that imposes Conditions, Covenants and Restrictions upon Grantor's Property. The Declaration shall prohibit further subdivision of the lots located upon Grantor's Property.
8. **Common Area.** Grantor shall dedicate to common area within the subdivision the property located directly across the Deschutes River from Grantee's Property. The parcel is roughly described as the elevated portion of the property whose western boundary is a cliff facing the Deschutes River, whose northerly boundary is the top of a rimrock, whose easterly boundary is the narrow point of the rimrock approximately one hundred twenty feet (120') from the rimrock, and whose southerly boundary is the

PBMS

southerly boundary of Grantor's Property. The parcel is crosshatched on the map attached as Exhibit "B." The parties acknowledge that the depiction on the map is rough and that a particularly described area will be created upon the creation of the subdivision. Within the area thus described and as set forth in the attached Exhibit "B", no buildings, decks, or structures of any kind may be constructed and no trees may be cut for any purpose.

9. **Buildings.** No building may be constructed within twenty (20') of the rimrock line. The rimrock line is the line of rocks located between the building site and the Deschutes River. The parties acknowledge that there may be places where there is not a distinct rimrock, but the rimrock line is intended to follow the natural rimrock line. For purposes of this easement agreement, the term "buildings" means any structure with walls or roof or ceiling.

10. **Trees.** No trees may be cut in the area from twenty (20") feet above the rimrock line to the Deschutes River for any purpose. No trees may be cut in the common area described in paragraph 8 above for any purpose. On riverfront lots, no trees may be cut above the line twenty feet above the rimrock, except within building footprints, driveways, utility easements, patios and decks.

11. **Removal of Rubbish.** Grantor shall, in the Declaration of Conditions, Covenants and Restrictions of the subdivision impose a requirement upon the homeowners' association that trash and rubbish shall be regularly removed from the area between Deschutes River and the rimrock. Grantee may, after ten (10) days notice to the homeowners' association, or to the property owners if no such association exists, hire removal of trash and rubbish and be entitled to receive reimbursement from the association or property owner for cleanup costs.

12. **Covenants Run with the Land.** The covenants in this agreement are intended to be and shall be binding upon all successors, heirs and assigns, and shall be for the benefit of all successors in title of the land of each party. In the event of any subdivision or sale of any portion of Grantee's Property, this easement shall remain appurtenant thereto.

**In consideration of this easement agreement, Grantee agrees as follows:**

13. **Release of Claims.** This easement agreement supercedes the deed restrictions created in the Warranty Deed dated June 5, 1990 and recorded in book 211, Page 1320 at No. 90-17171, Deschutes County Official Records. By execution and recording of this easement agreement, except as specifically provided herein Grantee forever releases and disclaims any rights Grantee may have by such deed, by personal choose of action, by covenant running with the land, or by any other theory, pertaining to Grantor's Property.

14. Grantee shall not directly or indirectly oppose the subdivision, land use planning, site plan, or building process.

**Miscellaneous Provisions:**

15. **Further Documentation.** The parties acknowledge that further documentation will be required to effectuate the terms and conditions of this Agreement. Grantor shall include restrictive language in the Declaration of Conditions, Covenants, and Restrictions being placed upon Grantor's property. The Conditions, Covenants, and Restrictions shall be presented to Grantee prior to recording, for the purpose of ensuring that they contain the requirements for the benefit of Grantee as described in this Agreement. The parties agree in good faith to timely execute whatever other documents may be required to effectuate the terms of this Agreement.

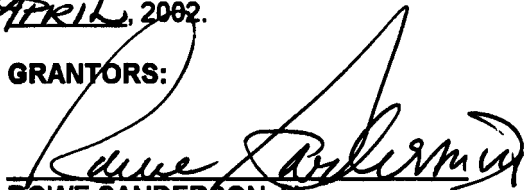
16. **Attorney Fees.** If suit or action is instituted to enforce any of the provisions of this Easement, the prevailing party shall be entitled to recover from the other party such sums as the Court may adjudge reasonable as attorney fees at trial or on appeal in such action or action in addition to all other sums provided by statute.

17. Authority. The parties to this agreement represent, and by their signatures acknowledge that each is the rightful signer in this agreement and vested with the requisite authority to so sign.

18. Recording. Upon execution, the parties shall cause this easement agreement to be recorded in the official records of Deschutes County Oregon.

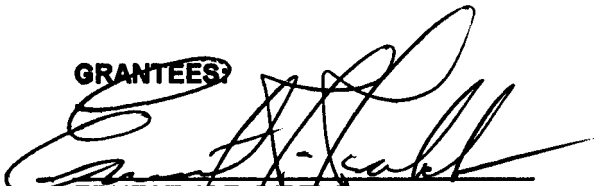
IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 10 day of April, 2002.


GRANTORS:

  
ROWE SANDERSON, III

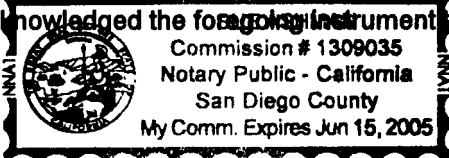
  
TAMMY STEVENS SANDERSON

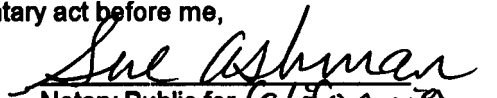
GRANTEES:

  
ERNEST JOE JUBELA  
as Co-Trustee for the ERNEST JOE JUBELA and  
ETHEL B. JUBELA FAMILY TRUST dated  
December 27, 1985

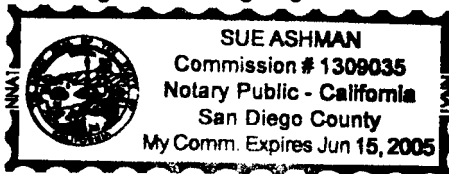
  
ETHEL B. JUBELA,  
as Co-Trustee for the ERNEST JOE JUBELA  
and ETHEL B. JUBELA FAMILY TRUST dated  
December 27, 1985


On this 17 day of April 2002, personally appeared the above-named ERNEST JOE JUBELA, Co-trustee of the Ernest Joe Jubela and Ethel B. Jubela Family Trust dated December 27, 1985 and acknowledged the foregoing instrument to be his voluntary act before me,



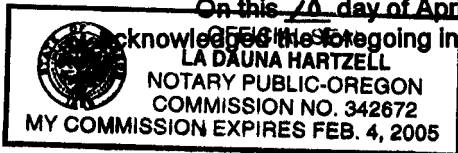
  
Notary Public for California  
My commission expires: 6/15/05

On this 17 day of April 2002, personally appeared the above-named ETHEL B. JUBELA, Co-trustee of the Ernest Joe Jubela and Ethel B. Jubela Family Trust dated December 27, 1985 and acknowledged the foregoing instrument to be her voluntary act before me,



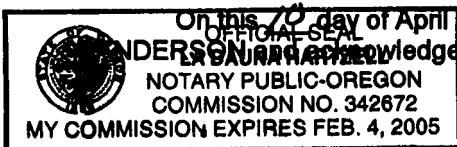
  
Notary Public for California  
My commission expires: 6/15/05

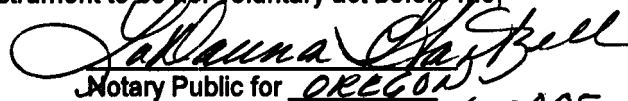
On this 14 day of April 2002, personally appeared the above-named ROWE SANDERSON, III and acknowledged the foregoing instrument to be his voluntary act before me,



  
Notary Public for OREGON  
My commission expires: 2-4-2005

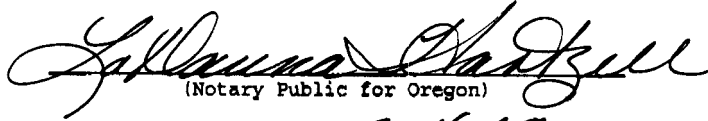
On this 10 day of April 2002, personally appeared the above-named TAMMY STEVENS SANDERSON and acknowledged the foregoing instrument to be her voluntary act before me,



  
Notary Public for OREGON  
My commission expires: 2-4-2005

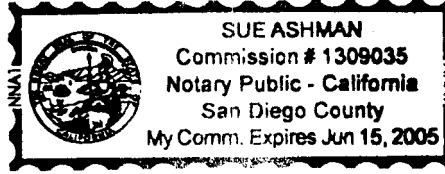
State of Oregon  
County of DESCHUTES

This instrument was acknowledged before me on APRIL 18, 2002 by ROWE SANDERSON, III AND TAMMY STEVENS SANDERSON.

  
(Notary Public for Oregon)

My commission expires 2-4-05





STATE OF CALIFORNIA )  
 County of San Diego ) ss:

On this 17 day of April 2002, personally appeared the above-named ERNEST JOE JUBELA, Co-trustee of the Ernest Joe Jubela and Ethel B. Jubela Family Trust dated December 27, 1985 and acknowledged the foregoing instrument to be his voluntary act before me,

*Sue Ashman*  
 Notary Public for California  
 My commission expires: 6/15/05

*Attachment to:  
 Easement Agreement  
 dated 4/10/02.*

EXHIBIT "A"

PARCEL I:

Parcel One of Partition Plat No. 1990-27, located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twenty (20), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon.

TOGETHER WITH a strip of land 25 feet in width across part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section Twenty (20), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

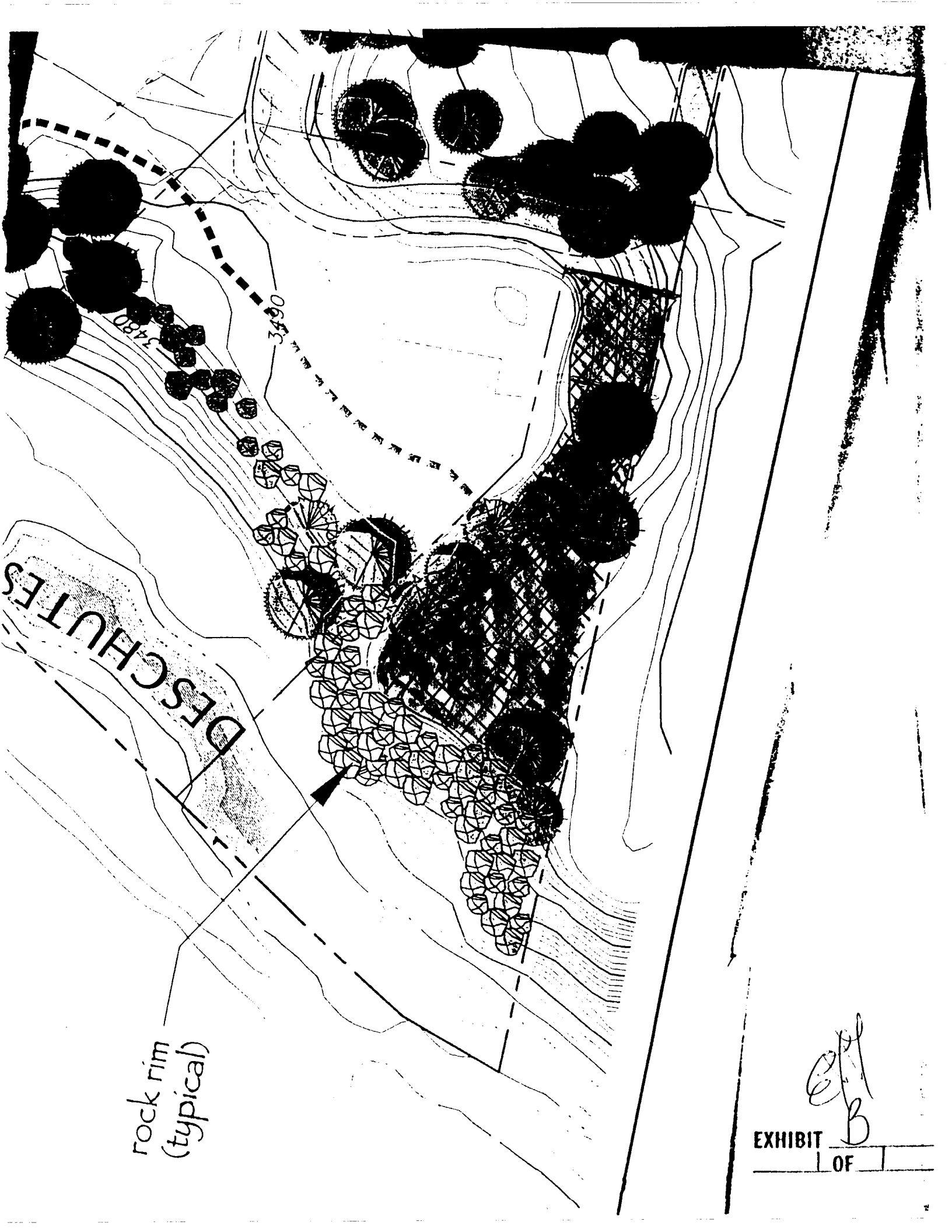
Beginning at the Quarter Section corner between Sections 17 and 20 and running thence South  $0^{\circ} 30' 07''$  West, 25.0 feet; thence South  $89^{\circ} 55' 44''$  East, 298.24 feet parallel with the Section line to the right of way of the Old Dalles California Highway; thence North  $33^{\circ} 00'$  West, 29.82 feet along said right of way to the Section line; thence North  $89^{\circ} 55' 44''$  West, 281.77 feet to the point of beginning.

PARCEL II:

Parcel Two of Partition Plat No. 1990-27, located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twenty (20), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL III:

Parcel Three of Partition Plat No. 1990-27, located in the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twenty (20), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon.



rock rim  
(typical)

DESCHUTES

3480

3490

EXHIBIT

C. B.

OF