

EASEMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of September, 1981, by and between ALLEN A. KIRK and HARRY S. CRISWELL, tenants in common, hereinafter Kirk/Criswell, and FRANK NEIL CHASE and WILLIAM LYCHE, tenants in common, hereinafter Chase/Lyche,

WHEREAS Allen A. Kirk and Harry S. Criswell as tenants in common own certain property located in Deschutes County, Oregon subject to encumbrances thereon, described as:

That portion of the North one-half (N 1/2) of the Southwest quarter (SW 1/4) of Section 3, Township 15 South, Range 13 East Willamette Meridian, lying east of the Oregon Trunk Railway, and

WHEREAS Allen A. Kirk and Harry S. Criswell, as tenants in common, have an option to purchase certain property located in Deschutes County, Oregon described as:

The Westerly three hundred feet (300') of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section 3, Township 15 South, Range 13 East Willamette Meridian, and

WHEREAS, Frank Neil Chase and William Lyche as tenants in common, are purchasing certain property located in Deschutes County Oregon, subject to encumbrances, described as:

The Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section 3 Township 15 South, Range 13 East Willamette Meridian, and

WHEREAS Kirk/Criswell are in the process of developing their property which is being purchased and on which they have an option, and

WHEREAS Chase/Lyche contemplate developing their property

in the future, and

WHEREAS the parties desire to provide for a secondary access for emergency vehicles to their properties until such time as Ninth Street is developed in the immediate area;

NOW, THEREFORE, in consideration of the promises and covenants herein made the parties hereby grant unto each other reciprocal non-exclusive easements over and across the aforescribed parcels for the benefit of and appurtenant to the aforescribed parcels, which easement shall be solely for the use of emergency vehicles.

The parties further agree that the easement created hereby shall apply to and be located on any existing roads or streets or those roads or streets which may be constructed in the future.

The parties further agree that at such time as Ninth Street is constructed from Negus Way to the north line of the south half of Section 3 Township 15 South, Range 13 East Willamette Meridian, Deschutes County Oregon that this easement shall immediately become null and void without further action by the parties and thereafter shall have no further force or affect.

This easement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of September, 1981.

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DAVID M. JAQUA  
ATTORNEY AT LAW  
1855 West Highland Avenue  
P.O. Box 130  
Redmond, Oregon 97756

Allen A. Kirk  
Allen A. Kirk

Frank Neil Chase  
Frank Neil Chase

Harry S. Criswell  
Harry S. Criswell

William Lyche  
William Lyche

STATE OF OREGON

County of Deschutes

)  
) ss.

September 25, 1981

Personally appeared the above-named Allen A. Kirk and Harry S. Criswell, tenants in common and acknowledged the foregoing instrument to be their voluntary act and deed.  
Before me:

Gladys M. Fuscus  
Notary Public for Oregon  
My Commission Expires; 10-9-84

STATE OF OREGON

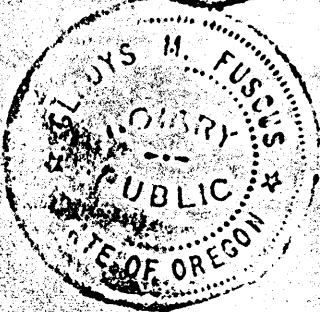
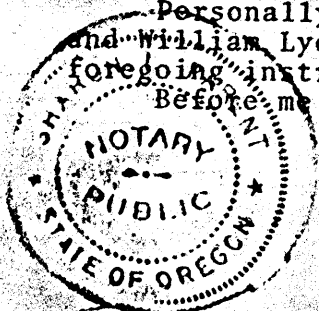
County of Deschutes

)  
) ss.

September 16, 1981

Personally appeared the above-named Frank Neil Chase and William Lyche, tenants in common, and acknowledged the foregoing instrument to be their voluntary act and deed.  
Before me:

Sharon S. Parent  
Notary Public for Oregon  
My Commission Expires; 10-15-81



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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record on the 5 day of Oct AD. 1981 at 9:20 o'clock A M., and recorded in Book 348 on Page 443 Records of Woods

ROSEMARY PATTERSON

County Clerk  
By Deane L. Bullard Deputy