

VOL: 2001 PAGE: 31131
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2001-31131 * Vol-Page

Printed: 06/28/2001 15:28:13

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Jun. 28, 2001; 3:27 p.m.

RECEIPT NO: 37637

DOCUMENT TYPE: Easement

FEE PAID: \$46.00

NUMBER OF PAGES: 4

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2001-3/13/1

EASEMENT AGREEMENT

DATE: 9-12, 2000.

For good and valuable consideration, **STONERIDGE TOWNHOMES ASSOCIATION**, an Oregon nonprofit corporation ("Stoneridge"), conveys to **SUNRIVER OWNERS ASSOCIATION**, an Oregon nonprofit corporation, and its successors and assigns ("SROA"), a perpetual nonexclusive access easement for a paved pathway, as more particularly described on Exhibit "1," attached hereto and by this reference incorporated herein (which easement is hereinafter referred to as the "Easement Strip").

Further terms of this Agreement are as follows:

1. SROA and its successors, assigns and invitees shall use the Easement Strip for a paved pathway for cyclists, pedestrians and other similar recreational purposes. In conjunction with such use, SROA may construct, reconstruct, maintain and repair an approximately 10 foot wide paved pathway on the Easement Strip. The initial construction of the pathway shall be along an alignment mutually agreeable to the parties. SROA shall pay the costs and expenses of constructing and maintaining the Easement Strip.

2. SROA shall construct a wooden two rail fence on the north-side of the Easement Strip to discourage persons using the Easement Strip from leaving the pathway located on the Easement Strip and crossing onto Stoneridge's property outside the Easement Strip. SROA shall maintain the fence until removal of the fence is mutually agreed upon by the parties.

3. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other's use.

4. SROA shall notify Stoneridge of any future plans for a pathway within 500 feet of Stoneridge's property described on Exhibit "1."

5. In the event either party damages the pathway located on the Easement Strip, such party shall be obligated to restore the Easement Strip in as good or better condition as existed before the damage at such party's sole cost and expense and with no unreasonable delay.

6. This easement is granted subject to all prior easements or encumbrances of record. This easement shall run with the land and be binding upon the successors and assigns of both parties. In the event any of Stoneridge's real property is subdivided or otherwise reconfigured, the obligations of this easement shall pertain only to such portions of such property where the Easement Strip is located.

7. If suit or action is instituted to declare or enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the losing party in the trial

Please return to:
Sunriver Owners Assn
PO Box 3278
Sunriver, OR 97707

and all appellate courts, in addition to any other recovery and costs. The attorney fee award shall include a reasonable amount in connection with enforcement of the judgment.

8. SROA, to the fullest extent allowed by law, shall hold harmless, defend, and indemnify Stoneridge from any and all claims, demand, damages, liabilities, and expenses, including, but not limited to, attorney fees and court costs, arising out of or in connection with SROA's ownership of the Easement Strip and the obligations herein. Stoneridge, to the fullest extent allowed by law, shall hold harmless, defend, and indemnify SROA from any and all claims, demand, damages, liabilities, and expenses, including, but not limited to, attorney fees and court costs, arising out of or in connection with Stoneridge's ownership of the Easement Strip and the obligations herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

"Stoneridge"

"SROA"

STONERIDGE TOWNHOMES ASSOCIATION, an Oregon nonprofit corporation

SUNRIVER OWNERS ASSOCIATION, an Oregon nonprofit corporation

By Robin M. Ray
Its PRESIDENT

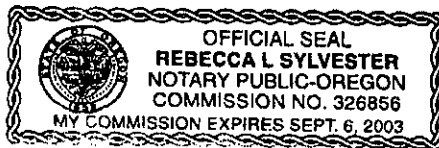
By [Signature]
Its PRESIDENT

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 18 day of September, 2000, by Robin M Ray, as President of STONERIDGE TOWNHOMES ASSOCIATION, an Oregon nonprofit corporation.

Rebecca L Sylvester
Notary Public for Oregon

STATE OF OREGON)
) ss.



2001.31131.3

County of Deschutes)

The foregoing instrument was acknowledged before me this 12 day of September, 2000, by Bandy Egertson, as President of SUNRIVER OWNERS ASSOCIATION, an Oregon nonprofit corporation.

Rebecca L Sylvester
Notary Public for Oregon



After Recording please return to
Sunriver Owners' Association
PO Box 3278
Sunriver, Oregon 97707

Exhibit "1"

The Easement Strip shall consist of a 16-foot wide strip whose outer boundaries are 8 feet from either side of the center line of the pathway constructed pursuant to this Agreement, which pathway shall run over and across the property owned by Stoneridge located in SE 1/4 Section 5, T. 20 S., R.11 E., W. M., Deschutes County, Oregon, and as defined by Deschutes County Survey No. 90-734.

The Easement Strip shall begin at the existing signalized pedestrian crossing at South Century Drive at its intersection with Venture Lane, and will traverse in a westerly direction from that point across the above-described Stoneridge property until it intersects with East Meadow Road.