

91-02771

**EASEMENT IN CONNECTION WITH
GOLF COURSE USE AND OPERATION**

This Easement is granted this 1st day of December, 1990, by SUNRIVER OWNERS ASSOCIATION, an Oregon corporation ("Grantor") to SUNRIVER PROPERTIES OF OREGON, LTD. ("Grantee").

WHEREAS, Grantor is owner of certain real property located in Deschutes County, Oregon, within the boundaries described on Exhibit "A" hereto attached and incorporated herein by this reference. Certain portions of Grantor's real property (the "Easement Property") have been improved with roadways, bike paths and pedestrian pathways; and

WHEREAS, Grantee has requested a non-exclusive easement over the Easement Property in connection with certain operations associated with Grantee's two (2) golf courses located in Sunriver, Oregon.

NOW, THEREFORE, in consideration of and subject to performance by the Grantee of the covenants and obligations herein contained, Grantor hereby grants to Grantee a non-exclusive easement in gross over, across and upon the following portions of the Easement Property for the sole purposes set forth below:

1. With respect to all roadways located in Sunriver owned by Grantor, an easement for access by golf course maintenance vehicles; an easement for golf carts to cross

- such roadways while golfing on Grantee's existing golf courses;
2. With respect to all roads, bike paths and pathways located in Sunriver owned by Grantor, an easement for the benefit of pedestrians to cross such roads, bike paths and pathways while golfing on Grantee's existing golf courses;
 3. With respect to common areas owned by Grantor and located adjacent to Grantee's existing golf courses, an easement for the release of reasonable quantities of surface water generated by the existing golf course irrigation systems, provided that such surface water does not damage or have a detrimental effect upon existing surface or subsurface water drainage systems, vegetation, asphalt roadways, bike paths, pedestrian pathways or existing or future improvements.

This Easement is personal to Grantee and may be enjoyed only by its employees, agents, guests, invitees and licensees, and may not be sold, assigned, mortgaged or otherwise transferred. This Easement shall terminate automatically on December 31, 1992, without further notice or action.

Grantee shall not cause or permit any damage or destruction to, or alteration of, the Easement Property, nor shall Grantee permit any waste thereof. Any damage or loss to the Easement Property arising in any way from use of the Easement Property by

PAGE 2. EASEMENT IN CONNECTION WITH GOLF COURSE USE AND OPERATION

Grantee, its guests, employees, invitees or licensees shall be promptly repaired by Grantee at Grantee's sole cost and expense without notice or demand. If Grantee fails to make such repairs, Grantor shall have the right, but not the obligation, to make such repairs and to charge Grantee the cost thereof, which sum shall be due and payable upon demand.

The Easement shall be enjoyed and used AS IS, WHERE IS, with all defects, latent or otherwise. Grantor makes no representation or warranty as to the condition of the Easement Property. By its use of the Easement, Grantee shall be deemed to represent and warrant to Grantor that Grantee has inspected the Easement Property and has determined in its sole and exclusive judgment that the Easement Property is suitable for the use herein described.

By its use of the Easement, Grantee shall agree to defend, indemnify and hold harmless Grantor from any and all claims, damages, loss or liability arising out of or relating to the activities of Grantee, its agents, guests, employees, invitees or licensees in connection with the use of this Easement and the Easement Property. Grantee shall maintain at all times during the term hereof liability insurance covering use of the Easement Property with limits of not less than \$5,000,000.

Grantee shall be responsible for all taxes, assessments, costs and expenses associated with the existence, ownership or use of this Easement.

227 - 2556

This Easement is granted subject to all covenants, conditions, restrictions, easements, rights, and other interests, whether or not now existing or granted or suffered in the future and whether or not of record, including, without limitation, the Consolidated Plan of Sunriver, and all rules, regulations and rights arising therefrom or pursuant thereto.

If suit or action is instituted to enforce any of the terms or provisions of this Easement Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees in such suit or action and in any appeal therefrom.

GRANTOR:

SUNRIVER OWNERS ASSOCIATION, an
Oregon corporation

By

Kenneth Ludlow
Its President

STATE OF OREGON

County of DESCHUTES

) ss.

NOVEMBER 26TH, 1990

Personally appeared before me the above-named KEN LUDLOW, who, being duly sworn, did say that he is the President of SUNRIVER OWNERS ASSOCIATION, an Oregon Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Jane Lewis
Notary Public for Oregon

My Commission Expires: 2-5-94

227 - 2557

ROADWAY EASEMENT
South Golf Course Maintenance

Circle three together with that portion of Abbot Drive bounded on the south by the northerly extension of the westerly boundary of WILD FLOWER CONDOMINIUMS and bounded on the north by the easterly extension of the southerly boundary of the Owners Storage at the Corporation Yard, all in Section 32 of Township 19 South and Range 11 East of the Willamette Meridian in Deschutes County, Oregon being fully depicted on the attached Exhibit A.

DCN

REGISTERED
PROFESSIONAL
LAND SURVEYOR

David K. Bateman

OREGON
JULY 11, 1978
DAVID K. BATEMAN
1068

July 25, 1990

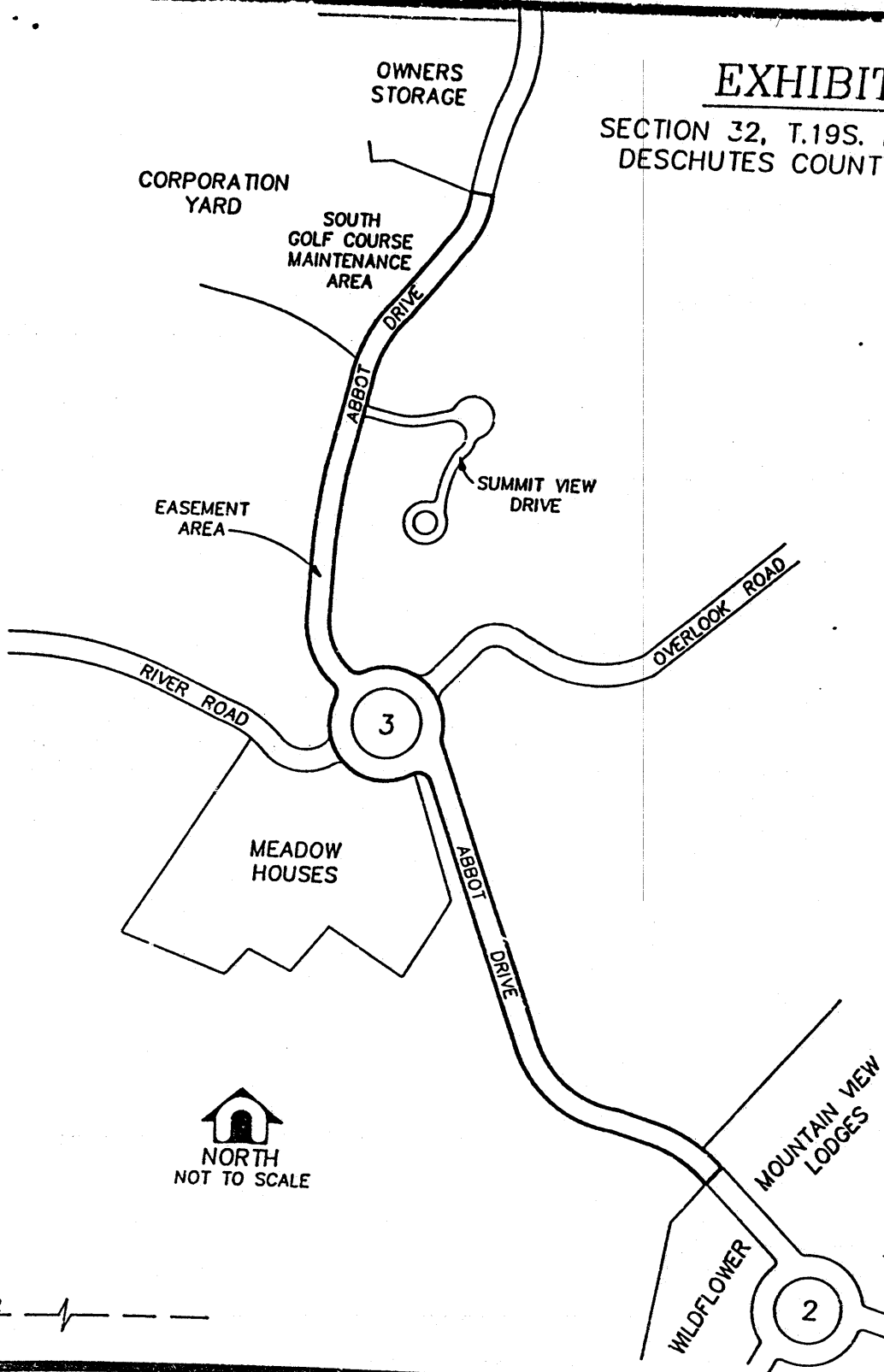
EXHIBIT A

DAVID EVANS AND ASSOCIATES, INC.
ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS, SCIENTISTS
OFFICES IN OREGON, WASHINGTON AND CALIFORNIA
709 N.W. WALL STREET, SUITE 102
BEND, OREGON 97701-2712
(503) 389-7614 FAX (503) 389-7623

soa\rsrtease.dkb

227 - 2558 EXHIBIT A

SECTION 32, T.19S. R.11E., W.M.,
DESCHUTES COUNTY, OREGON



31 32
6 5

scale	NOT TO SCALE	design	
date	7/27/90	drawn	JHL
file	SOA006D		



DAVID EVANS AND ASSOCIATES, INC
709 NW WALL STREET, SUITE 102
BEND, OREGON 97701 (503)389-7814

ROADWAY EASEMENT-
SOUTH GOLF COURSE
MAINTENANCE

227 - 2559

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

91 FEB -4 PM 12:00

MARY SUE PENHOLLOW
COUNTY CLERK

BY. *D. Bentley* DEPUTY
NO. 91-02771 FEE 55

DESCHUTES COUNTY OFFICIAL RECORDS

91-02774

**EASEMENT FOR GOLFING RELATED
USE BETWEEN 14TH AND 15TH FAIRWAYS**

This Easement is granted this 1st day of DECEMBER, 1990, by SUNRIVER OWNERS ASSOCIATION, an Oregon corporation ("Grantor") to SUNRIVER PROPERTIES OF OREGON, LTD. ("Grantee").

WHEREAS, Grantor is owner of certain real property located in Deschutes County, Oregon, more particularly described on Exhibit "A" hereto attached and incorporated herein by this reference (the "Easement Property"); and

WHEREAS, Grantee has requested a non-exclusive easement over the Easement Property for access between the fourteenth and fifteenth fairways of Grantee's south golf course.

NOW, THEREFORE, in consideration of and subject to performance by the Grantee of the covenants and obligations herein contained, Grantor hereby grants to Grantee a non-exclusive easement in gross over, across and upon the Easement Property for the sole purpose of access by pedestrians, golf carts, and golf course maintenance vehicles between Grantee's fourteenth and fifteenth fairways of Grantee's south golf course. This Easement is personal to Grantee and may be enjoyed only by its employees, agents, guests, licensees and invitees, and may not be sold, assigned, mortgaged or otherwise transferred. This Easement shall terminate automatically on December 31, 1992, without further notice or action.

Grantee shall not cause or permit any damage or destruction to, or alteration of, the Easement Property, nor shall Grantee

permit any waste thereof. Any damage or loss to the Easement Property arising in any way from use of the Easement Property by Grantee, its guests, employees, invitees or licensees shall be promptly repaired by Grantee at Grantee's sole cost and expense without notice or demand. If Grantee fails to make such repairs, Grantor shall have the right, but not the obligation, to make such repairs and to charge Grantee the cost thereof, which sum shall be due and payable upon demand.

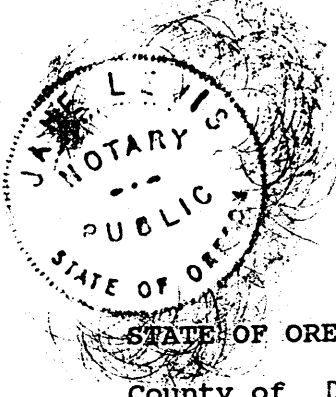
The Easement shall be enjoyed and used AS IS, WHERE IS, with all defects, latent or otherwise. Grantor makes no representation or warranty as to the condition of the Easement Property. By its use of the Easement, Grantee shall be deemed to represent and warrant to Grantor that Grantee has inspected the Easement Property and has determined in its sole and exclusive judgment that the Easement Property is suitable for the use herein described.

By its use of the Easement, Grantee shall agree to defend, indemnify and hold harmless Grantor from any and all claims, damages, loss or liability arising out of or relating to the activities of Grantee, its agents, guests, employees, invitees or licensees in connection with the use of this Easement and the Easement Property. Grantee shall maintain at all times during the term hereof liability insurance covering use of the Easement Property with limits of not less than \$5,000,000.

Grantee shall be responsible for all taxes, assessments, costs and expenses associated with the existence, ownership or use of this Easement.

This Easement is granted subject to all covenants, conditions, restrictions, easements, rights, and other interests, whether or not now existing or granted or suffered in the future and whether or not of record, including, without limitation, the Consolidated Plan of Sunriver, and all rules, regulations and rights arising therefrom or pursuant thereto.

If suit or action is instituted to enforce any of the terms or provisions of this Easement Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees in such suit or action and in any appeal therefrom.



GRANTOR:

SUNRIVER OWNERS ASSOCIATION, an Oregon corporation

By Kenneth A. Ludlow
Its President

STATE OF OREGON)

County of DESCHUTES)

ss.

NOVEMBER 26th, 1990

Personally appeared before me the above-named KEN LUDLOW, who, being duly sworn, did say that he is the President of SUNRIVER OWNERS ASSOCIATION, an Oregon Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Jane Lewis
Notary Public for Oregon
My Commission Expires: 2-5-94

227 - 2575

0143-2531

422

No. 22

COMMON AREA BETWEEN FAIRWAYS #14 & 15

A parcel of land containing 2.61 acres lying in the South one-half of Section 32, T19S, R11E, W. M., Deschutes County, Oregon, described by: Commencing at the South one-quarter corner of Section 6, T20S, R11E, W. M.;

thence N87° 59' 26"E 2648.53 feet to the corner to Sections 5, 6, 7 and 8 of said township and range;

thence N25° 38' 18"E 5794.37 feet to the South one-quarter corner to Section 32, T19S, R11E, W. M., marked by an iron rod;

thence N34° 07' 24"E 1748.01 feet,
(N34° 24' 02"E 1751.00 feet by deed)
to the point of beginning of Mountain View Lodge as described in Book 172, Pages 1 and 2, Deschutes County Deed Records;

thence N32° 0' 29"W 152.77 feet;
(N31° 42' 06"W by deed)

thence N55° 31' 0"W 102.00 feet;
(N55° 12' 37"W by deed)

thence N34° 56' 15"W 71.34 feet;
(N34° 27' 52"W by deed)

thence N74° 17' 10"W 220.35 feet

to the true point of beginning, marked by an iron rod;

thence S37° 10' 46"W 406.48 feet to an iron rod;

thence S35° 59' 26"W 526.51 feet to an iron rod;

thence S40° 34' 36"W 125.77 feet to an iron rod;

thence N66° 53' 39"W 98.49 feet to an iron rod;

thence N31° 09' 25"E 446.67 feet to an iron rod;

thence N45° 06' 49"E 289.05 feet to an iron rod;

thence N45° 47' 17"E 361.20 feet to an iron rod;

thence S46° 10' 37"E 45.27 feet

to the true point of beginning.

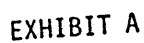
EXHIBIT A

تاریخ: ۱۵/۰۲

346° 17' 37" E
45.27

TRUE POINT OF
BEGINNING

0143-2532



227 - 2577

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

91 FEB -4 PM 12: 04

MARY SUE PENHOLLOW
COUNTY CLERK

BY. *D. Berbery* DEPUTY
NO. 91-02777.1 FEE 55-
DESCHUTES COUNTY OFFICIAL RECORDS