

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

197 - 1042

REVIEWED

KG

LEGAL COUNSEL

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:

89 SEP -1 AM 10:51

MARY SUE PENHOLLOW
COUNTY CLERK

89-22405

BY. D. Rehberg DEPUTY
NO. 89-22405 FEE 25--
DESCHUTES COUNTY OFFICIAL RECORDS

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and ENRIQUE RIQUELME and DOLORES RIQUELME, Husband and Wife, owners of certain real property described below as evidenced by the Warranty Deeds recorded in Volume 172, Page 2101 and Volume 172, Page 2103, of Deschutes County Book of Records, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS Developer is owner of certain real property described as follows:

That certain parcel to be known as Lot Thirteen (13), in Block Two (2), BUSINESS PARK II, and more particularly described as follows:

A parcel of land located in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Five (5), TOWNSHIP TWENTY (20) SOUTH, RANGE ELEVEN (11), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and being more particularly described as follows:

Commencing at the southeast corner of said Section 5; thence South 89 degrees 35' 40" West along the South line of said Section 5, a distance of 1467.43 feet to the true point of beginning for this description; thence continuing along said

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South line South 89 degrees 35' 40" West, a distance of 610.00 feet to a point on the Easterly boundary line of the recorded plat of Business Park I; thence leaving said South line and following along said boundary line due North, a distance of 399.01 feet to a point on the Southerly right-of-way to the following courses; along the arc of a 363.37 foot radius curve to the right, 85.43 feet, the chord of which bears south 71 degrees 15' 55" East, a distance of 85.23 feet; thence South 64 degrees 31' 45" East, a distance of 138.78 feet; thence along the arc of a 400.00 foot radius curve to the left, 271.48 feet, the chord of which bears south 83 degrees 58' 23" East, a distance of 266.30 feet; thence North 76 degrees 35' 00" East, a distance of 30.00 feet; thence along the arc of a 200.00 foot radius curve to the left, 16.01 feet; thence leaving said right-of-way line South 18 degrees 00' 10" East, a distance of 305.95 feet to the point of beginning and terminus of this description.

WHEREAS County has granted approval of a land use permit for the above-described real property upon condition that Developer construct and maintain certain improvements and satisfy certain requirements as specified therein; now, therefore,

IT IS HEREBY AGREED by and between the parties, for and in consideration of the mutual covenants and agreements herein as a condition precedent to the granting of final approval or occupancy, as follows:

Scope of Agreement. This Agreement shall cover those improvements required to be constructed as a condition of approval of the above-referenced land use permit. Nothing in this Agreement shall require Developer to construct any improvements under the land use permit but, if Developer undertakes the construction of buildings, structures, or the division of real property under the land use permit, Developer shall be required to complete and maintain all improvements, as defined herein, in accordance with applicable County Ordinances.

Definition of Improvement. As used herein, "improvement" means any private or public facility or service such as roadways, bike paths, accessways, pedestrian walkways, landscape areas, sewage collection and disposal systems, water systems, lighting systems, parking lots, cable utilities, circulation areas, outdoor storage areas, service and delivering areas, outdoor recreation areas, retaining walls, signs and graphics, cut-and-fill areas, buffering and screening measures, street furniture, or other similar improvements as approved and required in the land use permit.

Construction and Permanent Maintenance. If Developer constructs buildings or structures or divides land under the above-described land use permit, Developer hereby guarantees the construction and permanent maintenance of required improvements. (If Developer fails to perform all of the requirements of the land use permit, owner shall do so.)

Expiration. This agreement and the above-referenced land use permit shall expire after one (1) year from the date of recording of this Agreement with the Deschutes County Clerk if substantial progress has not been made toward completion of any building or structure approved under the above-referenced land use permit.

Enforcement. This Agreement may be enforced by the County or any third party beneficiary under this Agreement.

Not a County Obligation. In construing this Agreement, nothing herein shall constitute an obligation of the County to perform any work or construct, complete, or maintain any improvements.

No Partnership. County is not, by virtue of this Agreement, a partner or joint venturer of Developer in connection with activities carried on under this Agreement, and shall have no obligation with respect to Developer's debts or any other liabilities of each and every nature, and is not a guarantor of the Developer, the project, or the work to be performed.

Limitations. Should this Agreement violate any constitutional or statutory provision, it shall be void.

Recording. The original of this Agreement shall be recorded with the Deschutes County Clerk and shall be binding upon the heirs, executors, administrators, and assigns of the parties, and is a condition and covenant running with the land and binding upon the above-described real property.

Conditions of Final Approval. The following are the required conditions of final approval for SP-89-35:

1. The applicant shall provide an amended Site Plan which includes the specifics of the service areas for trash disposal, a landscape plan, exterior lighting plan, provisions for handicapped persons and surface water drainage. This Plan shall be reviewed by the Planning Director and approved prior to the issuance of any building permits for the subject property.

2. The applicant shall enter into a Development Agreement with Deschutes County to ensure that all elements of the Site Plan proposed by the application and all conditions of approval will be constructed and maintained, as proposed.
3. All elements of each phase of the development shall be completed prior to occupancy of any unit in each phase of the development or a bond, approved by the Deschutes County Legal Counsel, shall be submitted for 110 percent of the estimated cost of the uncompleted elements of the Site Plan and shall be filed with Deschutes County. Phase I shall be commenced within one (1) year of the date this decision is mailed. Phase II shall be commenced within three (3) years of the date this decision is mailed.

DATED this 30th day of August, 1989.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Lois Bristow Prante
LOIS BRISTOW PRANTE, Chair

Excused
TOM THROOP, Commissioner

ATTEST:

Andrea R. Blum
Recording Secretary

Dick Maudlin
DICK MAUDLIN, Commissioner

STATE OF OREGON, County of Deschutes: ss.

Before me, a Notary Public, personally appeared ~~TOM THROOP~~, and LOIS BRISTOW PRANTE the above-named Board of County Commissioners of Deschutes County, Oregon, and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon, this 30th day of August 1989.



Andrea R. Blum
Notary Public for Oregon
My Commission Expires 10-9-92

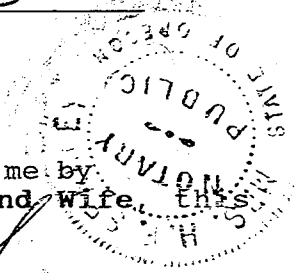
DATED this 2 day of August, 1989.

Enrique Riquelme
ENRIQUE RIQUELME
Dolores Riquelme
DOLORES RIQUELME

STATE OF OREGON, County of Deschutes: ss.

The foregoing instrument was acknowledged before me by ENRIQUE RIQUELME and DOLORES RIQUELME, Husband and Wife, this 2 day of August, 1989.

Ms. L. H. Searcy
Notary Public for Oregon
My Commission Expires _____



MY COMMISSION EXPIRES
8-12-92