

100

REVIEWED

LEGAL COUNSEL

346 - 1065

94-28805

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 **CROSSWATER DEVELOPMENT L.L.C.**, an Oregon Limited Liability Company, owners of certain real property described below as evidenced by the Warranty Deeds dated April 7, 1994, as recorded in Volume 335, Page 342, of Deschutes County Book of Records, (hereinafter referred to as "Developer".)

W I T N E S S E T H :

WHEREAS Applicant is Owner of certain real property described in Exhibit "A", attached hereto and by this reference incorporated herein.

(hereinafter the Real Property.)

WHEREAS County has granted approval of a land use permit TP-92-795, SP-92-173 and TP-93-817 for the above-described real property (hereinafter the land use permit) upon the condition that Developer construct and maintain 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 Applicant to construct any

DEVELOPMENT AGREEMENT - 1
June 14, 1994
DBL

C.D.D.
DAVE LESLIE

improvements under the land use permit, but if Applicant 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 and land use application approvals.

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 delivery areas, outdoor recreation areas, retaining walls, signs and graphics, cut-and-fill areas, buffering and screening measures, street furniture, drainage facilities, or other similar improvements as approved and required in the land use permit.

Definition of Permanent Maintenance. As used herein, "permanent maintenance" generally means maintenance of the structures, improvements, and landscaping that are the subject of this Agreement in a manner that will keep such structures, improvements, and landscaping in good repair or good condition and in a condition that is not a hazard to public safety. With respect to landscaping, Applicant's obligations shall include, without limitation, continued irrigation of landscaping and, where applicable, pruning of landscaping to guarantee required sight distances and to otherwise protect against hazardous conditions. With respect to drainage facilities, Applicant's obligations shall include, without limitation, periodic cleaning of drainage ponds, drywells, or other drainage facilities of obstructions or silt that would limit the performance or effectiveness of drainage facilities. With respect to improvements, such as pavement and sidewalks, Applicant's obligations shall include, without limitation, maintenance of the impervious nature of impervious surfaces, maintenance of evenness of surfaces so that such surfaces are not hazardous to the operation of vehicles or use by pedestrians.

Construction and Permanent Maintenance. If Applicant is required under the land use permit to construct improvements of any kind or to install landscaping or plantings and Applicant elects to proceed with development under the permit, Applicant agrees: (1) to undertake the construction and landscaping required under the land use permit, as more specifically set forth in the conditions set out herein and in the land use permit; and, (2) in the event that this Agreement and the land use permit do not expire as set forth herein, to the permanent maintenance of required landscaping and improvements.

Enforcement. This Agreement shall be enforceable against any person bound by this Agreement in possession of or having fee title to the property. If any party bound by this Agreement defaults on the obligations set forth herein, the County shall be entitled to enforce this Agreement in equity. The prevailing party at trial or on appeal in any enforcement action shall be entitled to reasonable attorney fees and costs. This provision shall not limit County's rights to use other means provided by law, including but not limited to issuing a civil citation, to enforce the conditions of the land use permit.

Authority of Signatories. By their signatures, all signatories to this Agreement signing in a representative capacity certify that they are authorized to sign on behalf of and bind their respective principals.

Expiration. This Agreement and the above-referenced land use permit shall expire upon expiration of the land use permit or by the revocation of the land use permit or by the explicit release by the County from this Agreement granted as part of an approval for a change of use of the Real Property. Additionally, this Agreement and the above-referenced land use permit shall automatically expire upon the foreclosure of any prior encumbrance upon the real property which results in the extinguishment of this Development Agreement.

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

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

Persons Bound by Agreement. The original of this Agreement shall be recorded with the Deschutes County Clerk and shall run with the land. It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties, their successors, heirs, executors, administrators, and assigns, or any other party deriving any right, title or interest or use in or to the Real Property, including any person who holds such interests as security for the payment on any obligation, including the Mortgagee or other secured party in actual possession of the Real Property by foreclosure or otherwise or any person taking title from such security holder.

Conditions of Final Approval. The following are the required conditions of final approval for TP-92-795, SP-92-173 and TP-93-817:

DEVELOPMENT AGREEMENT - 3
June 14, 1994
DBL

A. TP-92-795, TENTATIVE PLAT:

1. Approval for up to 15 residential lots to be platted in Phase I of the subdivision is based upon the submitted plan. Any substantial change in the subdivision will require a new tentative plat application.
2. Developer shall prepare the final mylar in accordance with Chapter 17 of the Deschutes County Code and ORS 92.010 through 92.190. Developer shall submit the final Phase I plat to the Planning Division for review, together with appropriate fees, prior to signature of the plat by the Planning Director or Board of County Commissioners.
3. The area included in the Phase I subdivision plat shall be surveyed and all property corners and public rights-of ways shall be monumented by a licensed surveyor and a final map submitted shall be submitted to the County Surveyor.
4. Developer shall submit a Title Report for the subject property to show evidence of marketable title, and to show that no encumbrances exist on any property being dedicated as right-of-way. If any encumbrances exist, they shall be removed prior to acceptance by the County.
5. Taxes for the subject subdivision shall be paid according to the requirements of ORS 92.095 prior to final approval.
6. Developer shall submit letters from the utility companies stating their ability and intent to serve the proposed subdivision.
7. Developer shall comply with all requirements of the County Environmental Health Division and/or the State of Oregon regarding sanitation systems.
8. Developer shall meet the following recommendations from Deschutes County Public Works:
 - a. An access permit must be obtained from Public Works for any new access to either South Century Drive or Spring River Road.
 - b. A turnaround must be provided on the property so that vehicles do not have to back out onto either South Century Drive or Spring River Road.
 - c. An engineered drainage plan shall be prepared for the roadways in the area included in the Phase I plat. Surface run-off water shall be drained to DEQ approved retention ponds or golf course water

hazard ponds and shall not be drained to either river. A drainage system shall be provided for trapped water at vertical sag curves on the private road system.

- d. Developer is to install and maintain all landscaping so as to not interfere with the required sight distance at the intersection of any private road intersecting with South Century Drive or Spring River Road.
- e. No vehicular access shall be allowed directly to South Century Drive or Spring River Road except locations approved by access permits.
- f. A sign plan must be submitted with signs installed by the developer to meet MUTCD and County standards. Where private streets are used the signs shall be maintained by the developer or homeowners association.
- g. Developer shall pay \$95,000 to Deschutes County by January 1, 1996, as payment for one-half of the cost for reconstruction of South Century Drive adjoining the subject property. Developer may pay the charge in one payment or in installments as each lot is sold.
- h. A left turn lane shall be installed on South Century Drive at its intersection with Spring River Road for vehicles turning south on South Century. This cost will be borne by the developer.
- i. The existing easement serving tax lots #3500, #3501 and #3502 shall be relocated so as to ensure appropriate access.
- j. Emergency fire accesses shall be provided by developer. Locked break-away gates shall be located at the end of each access route. Developer shall provide an all-weather surface route, which shall be certified by an engineer as to design, location and materials. The location and specifications of the route are subject to final approval by the LaPine and Sunriver Fire Districts.
- k. All private roads are to have a paved width of 22 feet with two foot wide rock shoulders and clear zone with an 0-9 oil mat surface or better on top of a six inch rock base. Cul-de-sacs are to have a pavement radius of not less than 40 feet; a greater radius shall be use if required by the fire department serving this development.

DEVELOPMENT AGREEMENT - 5
June 14, 1994
DBL

1. A pedestrian and bicycle circulation plan shall be submitted for approval prior to additional roadway (outside the Phase I boundary) being platted for this development.
 - m. A bicycle rack shall be installed with space for 12 to 20 bicycles at the club house.
 - n. A recycling area shall be provided adjacent to the trash container at the club house.
9. Developer shall meet the recommendations of the Oregon Department of Fish and Wildlife:
- a. A minimum 300 foot natural vegetative corridor must be provided to move deer through this development either at the southern end of the development or at another location if approved by ODFW.
 - b. Any boundary (property perimeter) fencing of the property shall be constructed with prior review and approval by ODFW.
 - c. Lot owners shall be informed by the developer of the potential damage from wildlife on their property.
 - d. Lot owners shall be informed by the developer that public hunting is permitted on the Deschutes River in accordance with ODFW regulations.
10. Developer shall meet all requirements of the Oregon Health Division. Water source shall be approved and certified by Oregon Water Resources Department. The drinking water distribution system shall be approved by the Oregon Health Division prior to construction.
11. Developer shall meet all requirements of the Watermaster. Developer shall contact the District office about the water source and irrigation water rights and the ponds.
12. Developer shall meet all requirements of the Deschutes County Property Address Coordinator. The subdivision name and all road names shall be approved by the Property Address Coordinator prior to recording the final plat for phase I.
13. Developer shall inform the future owners of residential lots of the following:
- a. Native vegetation along the Deschutes River shall not be disturbed.

DEVELOPMENT AGREEMENT - 6
June 14, 1994
DBL

- b. Development activity on lots within the Landscape Management Combining Zone must receive site plan approval from Deschutes County in accordance with the provisions of Chapter 18.84 at the time of application.
 - c. The "Living with Nature" pamphlet shall be approved by ODFW and completed by developer prior to issuance of any residential building permits. Developer shall distribute a copy of the "Living with Nature" pamphlet to all lot owners.
- 14. Developer shall meet all requirements of the Deschutes County Building Division for plumbing permits before construction of the sewer lines commences.
 - 15. The final plat for Phase I shall include the exact lot size for each of the lots.
 - 16. All street and utility improvements for the area included in the Phase I subdivision plat shall be completed prior to occupancy of any structures or a bond or other form of security approved by County Legal Counsel shall be submitted to cover 110 percent of the cost of the remaining improvements.
 - 17. All utilities for the area included in the Phase I subdivision plat shall be underground.
 - 18. The final Phase I plat shall meet all requirements for necessary information as required in Section 17.24.060 of the Deschutes County Code, with the exception of item J (solar height restriction) and, in addition, include the following:
 - a. A delineation of the area landward of the ordinary high water mark of the Little Deschutes and Deschutes Rivers to be dedicated to Deschutes County as a conservation easement with limited public access, if such conservation easement area falls on any portion of plat.
 - b. A statement that all structures, buildings or similar permanent fixtures shall be set back a minimum of 100 feet measured at right angles from the ordinary high water mark of the Little Deschutes and Deschutes Rivers and a setback line 100 feet landward from the ordinary high water mark of the Deschutes and Little Deschutes Rivers for those portions of the plat where these rivers are within 200 feet of any residential lots.
 - c. A statement indicating that the Deschutes River is

DEVELOPMENT AGREEMENT - 7
June 14, 1994
DBL

designated as a federal Wild and Scenic River in this area.

19. All residential lots must be located entirely outside of the 100-year floodplain.
20. Developer shall obtain all necessary approvals from Deschutes County and other appropriate state and federal agencies, for fill/removal activity in the bed and banks of the Little Deschutes or Deschutes Rivers or in a wetland before commencing any development activity in the bed and banks of these rivers or in a wetland.
21. The tentative plat approval shall be void if the final plat for the first phase of lots is not recorded with the County Clerk within one year from the date this decision becomes final. The plat for the final phase of residential lots shall be recorded within four (4) years from the date this decision becomes final.
22. The destination resort development will be completed in phases over a 4-year period. The golf course will be completed in the first two years, the clubhouse within the second year, and the homesites to be phased in over 4 years. The townhouses/condominiums will be phased in during the third and fourth years. No building permits shall be issued for the last phase of residential lots until the first phase of construction on the condominium units (8 units) has begun.
23. Developer shall convey a Conservation Easement to Deschutes County to include areas within ten feet of the Little Deschutes and Deschutes rivers and certain wetlands directly associated with the rivers and not affected by the golf course. The easement will allow public access for foot traffic for recreational purposes and the putting in or the taking out of boats in the areas along the rivers, 10 feet in width, measured landward at right angles from the ordinary high water mark.
24. Developer shall dedicate land for a public boat launch facility on the Deschutes River near Harper Bridge. The developer, county and other agencies must still work out the details of determining the exact area to be dedicated for such a facility. Developer shall submit a plan and work to resolve any planning issues for a boat launch prior to recording the plat for Phase II.
25. All structures, buildings or other permanent fixtures requiring a building permit shall be set back a minimum of 40 feet from the perimeter property boundary.
26. Building envelopes to be designated on the final Phase I

DEVELOPMENT AGREEMENT - 8

June 14, 1994

DBL

plat or setbacks for new dwellings or structures on residential lots shall be approved by the Planning Director prior to recording the final plat for Phase I.

27. Developer shall submit additional information, including a site map, delineating more clearly the proposed areas along accessways within the LM Combining Zone which will receive proposed fill, buffering and screening measures, and landscaping; and addressing the Landscape Management zone purposes and standards and the Site Plan review criteria. Developer shall receive county approval before fill, buffering and screening, or landscaping alongside internal roadways commences.
28. Developer shall incorporate fuel breaks and adequate fire control plans in the overall project plan.
29. Developer shall prepare a written stream enhancement plan approved by ODFW for fish and aquatic habitat in the Little Deschutes River. The plan shall be submitted to the County for review and approval prior to issuance of any building permits on Phase I lots.
30. Developer shall record a Development Agreement for #TP-92-795 prior to final plat approval.

B. #SP-92-173, SITE PLAN FOR GOLF COURSE:

1. This application for one 18-hole golf course is approved based on the plan submitted. The developer shall submit a new application for site plan review if substantial modification of the plan is required.
2. All conditions of #CU-90-36, #CU-90-37 and Master Plan #90-01 shall be met where applicable.
3. In the event artifacts are discovered during course construction ("Course" as used herein shall include the golf course tees, fairways and greens and any site disturbance associated with facilities constructed for the purpose of providing services or some other function related to use of the golf course) an archeologist must review the site. Sunriver Nature Center has agreed to act as a resource and to be on-call during the entire construction phase. In addition, the archeologist for the U.S. Forest Service for the Deschutes National Forest must review the site in the event artifacts are discovered. Excavations may be halted for a period of up to one working day, unless a longer time period is agreed to by the developer, in order to examine or remove artifacts.
4. Course design, construction and maintenance shall conform to the Wetland Determination prepared in August

DEVELOPMENT AGREEMENT - 9
June 14, 1994
DBL

30, 1990, by David Evans & Associates. Board walks or elevated paths shall be used wherever feasible to minimize intrusion and impact in sensitive areas, including wetlands.

5. Developer shall obtain all necessary permits for fill/removal activity in the bed and banks, as defined in Title 18, of the Little Deschutes or Deschutes Rivers or in a wetland from Deschutes County, the Division of State Lands and the Army Corps of Engineers, before commencing any fill-removal activities in the bed and banks of the rivers or in a wetland. A specific wetland/wildlife mitigation plan will be required when fill-removal applications are submitted.
6. Developer shall submit a drainage and grassing plan prior to golf course construction activity within 100 feet of the rivers. Final landscape and mechanical plans shall be submitted within 150 days following commencement of construction (clearing and grubbing) of the golf course.
7. Developer shall prepare a chemical use, application and monitoring plan for construction and on-going use of the golf course. This plan shall indicate how fertilizers, pesticides, herbicides, etc., will be kept from surface waters entering into the Little Deschutes River or from contaminating groundwater. This plan shall also indicate the water and subsurface sampling which will occur to monitor the effects of chemical use on water quality. The developer shall submit the plan to the county for approval prior to commencing grading, excavation or fill activity within 100 feet of the Little Deschutes or Deschutes Rivers, or a wetland, and shall implement the provisions of the approved plan.
8. Developer shall complete a written stream enhancement plan for the Little Deschutes River in cooperation with ODFW and submit the plan to Deschutes County for approval prior to commencing grading, excavation or cut and fill actions for the golf course that would occur within 100 feet of the Little Deschutes or Deschutes Rivers.
9. Developer shall submit applications to the County in accordance with Chapters 18.84 and 18.124 of the Deschutes County Code for site plan approval before constructing the golf club house and parking area, and the golf maintenance facilities.
10. Developer shall consult with the Historical Society and the families of descendants of those people buried in the pioneer gravesite to determine if screening and/or signage is appropriate to protect the gravesite from

DEVELOPMENT AGREEMENT - 10
June 14, 1994
DBL

damage. Any supplied screening shall conform to the criteria in Chapter 18.84 of the Deschutes County Code and be approved by Deschutes County prior to construction.

11. No poisoning of rodents shall be allowed in the golf course areas. Trapping shall be the method used to control rodents. Temporary fencing shall be used to prevent deer damage during migration.
12. Developer shall record the Development Agreement for #SP-92-173 prior to construction of the golf course improvements.

C. TP-93-817:

1. Approval for up to 79 residential lots to be platted in Phases 2-4 of the Two Rivers subdivision is based upon the submitted plan. Any substantial change in the subdivision will require a new tentative plat application.
2. Developer shall prepare the final mylar in accordance with Chapter 17 of the Deschutes County Code and ORS 92.010 through 92.190. Developer shall submit the final plats for Phases 2-4 to the Planning Division for review, together with appropriate fees, prior to signature of the plat by the Planning Director or Board of County Commissioners.
3. The area included in each final plat shall be surveyed and all property corners and public rights-of ways shall be monumented by a licensed surveyor and a final map shall be submitted to the County Surveyor.
4. Developer shall submit a Title Report for the subject property to show evidence of marketable title, and to show that no encumbrances exist on any property being dedicated as right-of-way. If any encumbrances exist, they shall be removed prior to acceptance by the County.
5. Taxes for the subject subdivision shall be paid according to the requirements of ORS 92.095 prior to final approval.
6. Developer shall submit letters from the utility companies stating their ability and intent to serve the proposed subdivision.
7. Developer shall comply with all requirements of the County Environmental Health Division and/or the State of Oregon regarding sanitation systems.
8. Developer shall meet the following recommendations from

DEVELOPMENT AGREEMENT - 11
June 14, 1994
DBL

Deschutes County Public Works:

- a. An access permit must be obtained from Public Works for any new access to either South Century Drive or Spring River Road.
- b. A turnaround must be provided on the property so that vehicles do not have to back out onto either South Century Drive or Spring River Road.
- c. An engineered drainage plan shall be prepared for the roadways in the area included in the Phase I plat. Surface run-off water shall be drained to DEQ approved retention ponds or golf course water hazard ponds and shall not be drained to either river. A drainage system shall be provided for trapped water at vertical sag curves on the private road system.
- d. Developer is to install and maintain all landscaping so as to not interfere with the required sight distance at the intersection of any private road intersecting with South Century Drive or Spring River Road.
- e. No vehicular access shall be allowed directly to South Century Drive or Spring River Road except locations approved by access permits.
- f. A sign plan must be submitted with signs installed by the developer to meet MUTCD and County standards. Where private streets are used the signs shall be maintained by the developer or homeowners association.
- g. Developer shall pay \$95,000 to Deschutes County by January 1, 1996, as payment for one-half of the cost for reconstruction of South Century Drive adjoining the subject property or pave this roadway to a 14 foot width from the centerline along the length of the subject property. Developer may pay the charge in one payment or in installments as each lot is sold.
- h. A left turn lane shall be installed on South Century Drive at its intersection with Spring River Road for vehicles turning south on South Century. This cost will be borne by the developer.
- i. The existing easement serving tax lots #3500, 3501 and 3502 shall be relocated so as to ensure appropriate access.
- j. Emergency fire accesses shall be provided by

DEVELOPMENT AGREEMENT - 12
June 14, 1994
DBL

developer. Locked break-away gates shall be located at the end of each access route. Developer shall provide an all-weather surface route, which shall be certified by an engineer as to design, location and materials. The location and specifications of the route are subject to final approval by the LaPine and Sunriver Fire Districts.

- k. All private roads are to have a paved width of 22 feet with two foot wide rock shoulders and clear zone with an 0-9 oil mat surface or better on top of a six inch rock base. Cul-de-sacs are to have a pavement radius of not less than 40 feet; a greater radius shall be constructed if required by the fire department serving this development.
 - l. A homeowners association or local road improvement district is to be formed to maintain all private roads.
 - m. The following services shall be provided to each lot by the developer or ensured through a development agreement prior to signing of each of the final plats by the Public Works Director: Electrical power, telephone, acceptable road for ingress and egress, public sewer and an acceptable public or private community water system.
 - n. Roads, bridges and any other structures are not to be constructed so as to block the flow of water over the site.
 - o. A revised pedestrian and bicycle circulation plan shall be submitted for approval prior to any private roadway outside the Phase 1 plat boundary being platted for this development.
9. Developer shall meet the following recommendations of the Oregon Department of Fish and Wildlife:
- a. A minimum 300 foot natural vegetative corridor must be provided to move deer through this development either at the southern end of the development or at another location if approved by ODFW.
 - b. Any fencing at the perimeter of the property shall be constructed with prior review and approval by ODFW.
 - c. Lot owners shall be informed by the developer of the potential damage from wildlife on their property.
 - d. Lot owners shall be informed by the developer that

public hunting in accordance with ODFW regulations is permitted on the Deschutes River at the confluence with the Little Deschutes River. A copy of the Deschutes River No Shooting Corridor map prepared in September, 1993, should be made available to all lot owners.

10. Developer shall meet all requirements of the Oregon Health Division. Water source shall be approved and certified by Oregon Water Resources Department. The drinking water distribution system shall be approved by the Oregon Health Division prior to construction.
11. Developer shall meet all requirements of the Watermaster. The applicant shall contact the Oregon Water Resources Department to make sure that all water rights and water permits are taken care of before any water is used on this property.
12. Developer shall meet all requirements of the Deschutes County Property Address Coordinator. The subdivision name and all road names in Phases 2-4 shall be approved by the Property Address Coordinator prior to recording the final plat for Phase 1.
13. Developer shall inform the future owners of residential lots of the following:
 - a. Native vegetation along the Deschutes River shall not be disturbed.
 - b. Development activity on lots within the Landscape Management Combining Zone must receive site plan approval from Deschutes County in accordance with the provisions of Chapter 18.84 at the time of application for building permits on each lot.
 - c. The "Living with Nature" pamphlet shall be approved by ODFW and completed by developer prior to issuance of any residential building permits. Developer shall distribute a copy of the "Living with Nature" pamphlet to all lot owners.
14. Developer shall meet all requirements of the Deschutes County Building Division for plumbing permits before construction of the sewer lines commences.
15. The final plat for each Phase shall include the exact lot size for each of the lots.
16. All utilities for the area included in each Phase plat shall be underground.
17. The final plat for each Phase shall include all

information specified in Section 17.24.060 of the Deschutes County Code and, in addition, include the following:

- a. A delineation of the area landward of the ordinary high water mark of the Little Deschutes and Deschutes Rivers to be dedicated to Deschutes County as a conservation easement with limited public access, if such conservation easement area falls on any portion of plat.
 - b. A statement that all structures, buildings or similar permanent fixtures shall be set back a minimum of 100 feet measured at right angles from the ordinary high water mark of the Little Deschutes and Deschutes Rivers and a setback line 100 feet landward from the ordinary high water mark of the Deschutes and Little Deschutes Rivers for those portions of the plat where these rivers are within 200 feet of any residential lots.
 - c. A statement indicating that the Deschutes River is designated as a federal Wild and Scenic River in this area.
18. All residential lots must be located entirely outside of the 100-year floodplain.
 19. Developer shall obtain all necessary approvals from Deschutes County and other appropriate state and federal agencies, for fill/removal activity in the bed and banks of the Little Deschutes or Deschutes Rivers or in a wetland before commencing any development activity in the bed and banks of these rivers or in a wetland.
 20. The tentative plat approval for shall be void if the final plat for the final phase of residential lots has not been recorded by March 29, 1997, four (4) years from the date the decision for TP-92-795 became final.
 21. No building permits shall be issued for the last phase of residential lots until the first phase of construction on the condominium units (8 units) has begun.
 22. Developer shall convey a Conservation Easement to Deschutes County to include areas within ten feet of the Little Deschutes and Deschutes rivers and certain wetlands directly associated with the rivers and not affected by the golf course. The easement shall allow public access for foot traffic for recreational purposes and the putting in or the taking out of boats in the areas along the rivers, 10 feet in width, measured landward at right angles from the ordinary high water

DEVELOPMENT AGREEMENT - 15
June 14, 1994
DBL

mark. This requirement shall be met prior to recording any final plats for Two Rivers at Sunriver.

23. Developer shall dedicate land for a public boat launch facility on the Deschutes River near Harper Bridge prior to recording the final plat for phase 2.
24. All structures, buildings or other permanent fixtures requiring a building permit shall be set back a minimum of 40 feet from the perimeter property boundary.
25. Building envelopes to be designated on the final plats or setbacks for new dwellings or structures on residential lots shall be approved by the Planning Director prior to recording each final plat.
26. Developer shall incorporate fuel breaks and adequate fire control plans in the overall project plan.

DATED this 20 day of July, 1994.

DESCHUTES COUNTY BOARD OF COMMISSION

Nancy Pope Schlangen
NANCY POPE SCHLANGEN, Chair

Tom Throop
TOM THROOP, Commissioner

ATTEST:

Anita Mutchie
Recording Secretary

Barry H. Slaughter
BARRY H. SLAUGHTER, Commissioner

STATE OF OREGON, County of Deschutes: ss.

Before me, a Notary Public personally appeared NANCY POPE SCHLANGEN, TOM THROOP, and BARRY H. SLAUGHTER, the above named Board of County Commissioners of Deschutes County, Oregon, and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon, this 20 day of July, 1994.



Anita Mutchie
Notary Public for Oregon
My Commission Expires: 4-18-97

DATED this 7th day of July, 1994.

DEVELOPER: **CROSSWATER DEVELOPMENT, L.L.C.**
an Oregon limited liability company

By: Sunriver Resort Limited Partnership,
a Delaware limited partnership, a
member

By: Love Sunriver, Inc., A California
corporation, General Partner

By: Charles S. Peck
Charles S. Peck, President

STATE of Oregon, County of Deschutes: ss.

On this 7th day of July, 1994, before me, the
undersigned, a Notary Public in and for said County and State,
personally appeared the within named CHARLES S. PECK, who is
known to me to be the identical individual described in and who
executed the within instrument and acknowledged to me that he
executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year last above written.



Jayne J. Bristow
Notary Public for Oregon
My Commission Expires: 7/22/98

EXHIBIT A

BEGINNING AT A 3" BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 7 IN TOWNSHIP 20 SOUTH AND RANGE 11 EAST OF THE WILLAMETTE MERIDIAN IN DESCHUTES COUNTY, OREGON, SAID POINT BEING THE INITIAL POINT FOR THIS PLAT; THENCE NORTH 87°58'42" EAST 2648.63 FEET TO A 3" BRASS CAP AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE NORTH 89°53'35" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 1056.71 FEET TO A 5/8" IRON ROD; THENCE SOUTH 01°34'52" EAST 33.77 FEET TO A 5/8" IRON ROD AT THE NORTHWEST CORNER OF PARCEL 1 IN MP-85-11; THENCE SOUTH 01°30'23" EAST 149.88 FEET TO A 5/8" IRON ROD AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 88°23'24" EAST 99.91 FEET TO A 5/8" IRON ROD AT THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 01°32'29" WEST 149.83 FEET TO A 5/8" IRON ROD AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 01°34'52" WEST 31.20 FEET TO A 5/8" IRON ROD ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°53'35" EAST 125.54 FEET TO A 5/8" IRON ROD AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE SOUTH 00°08'05" EAST 2579.35 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8 TO A 5/8" IRON ROD ON THE WESTERLY RIGHT-OF-WAY OF SOUTH CENTURY DRIVE; THENCE SOUTH 00°36'54" WEST 1739.57 FEET TO A 5/8" IRON ROD; THENCE 117.26 FEET ALONG THE ARC OF A 2368.10 FOOT RADIUS CURVE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 00°48'13" EAST 117.25 FEET) TO A 5/8" IRON ROD; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY WEST 65.38 FEET TO A 5/8" IRON ROD; THENCE 108.50 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 77°34'00" WEST 107.65 FEET) TO A 5/8" IRON ROD; THENCE SOUTH 65°07'59" WEST 129.89 FEET TO A 5/8" IRON ROD; THENCE 76.33 FEET ALONG THE ARC OF A 167.50 FOOT RADIUS CURVE RIGHT (THE LONG CHORD OF WHICH BEARS SOUTH 78°11'16" WEST 75.67 FEET) TO A 5/8" IRON ROD; THENCE 63.22 FEET ALONG THE ARC OF A 392.50 FOOT RADIUS CURVE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 84°08'36" WEST 63.15 FEET) TO A 5/8" IRON ROD; THENCE NORTH 79°31'45" WEST 132.38 FEET TO A 5/8" IRON ROD; THENCE 130.36 FEET ALONG THE ARC OF A 392.50 FOOT RADIUS CURVE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 70°00'51" WEST 129.76 FEET) TO A 5/8" IRON ROD; THENCE NORTH 60°29'57" WEST 40.89 FEET TO A 5/8" IRON ROD; THENCE 325.45 FEET ALONG THE ARC OF A 617.50 FOOT RADIUS CURVE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 45°24'01" WEST 321.70 FEET) TO A 5/8" IRON ROD; THENCE NORTH 30°18'05" WEST

222.66 FEET TO A 5/8" IRON ROD; THENCE 322.21 FEET ALONG THE ARC OF A 382.50 FOOT RADIUS CURVE LEFT (THE LONG CHORD OF WHICH BEARS NORTH 54°26'02" WEST 312.77 FEET) TO A 5/8" IRON ROD; THENCE NORTH 78°34'00" WEST 72.86 FEET TO A 5/8" IRON ROD; THENCE 174.94 FEET ALONG THE ARC OF A 142.50 FOOT RADIUS CURVE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH 66°15'48" WEST 164.16 FEET) TO A 5/8" IRON ROD; THENCE SOUTH 31°05'35" WEST 29.12 FEET TO A 5/8" IRON ROD; THENCE 277.91 FEET ALONG THE ARC OF A 317.50 FOOT RADIUS CURVE RIGHT (THE LONG CHORD OF WHICH BEARS SOUTH 56°10'07" WEST 269.12 FEET) TO A 5/8" IRON ROD; THENCE SOUTH 81°14'39" WEST 110.09 FEET TO A 5/8" IRON ROD; THENCE NORTH 08°45'21" WEST 35.00 FEET TO A 5/8" IRON ROD; THENCE NORTH 06°22'14" WEST 48.80 FEET TO A 5/8" IRON ROD; THENCE SOUTH 83°37'46" WEST 376.86 FEET TO A 5/8" IRON ROD; THENCE SOUTH 89°06'04" WEST 350.68 FEET TO A 3" BRASS CAP AT THE SE 1/16 CORNER OF SECTION 7; THENCE SOUTH 88°09'35" WEST 1321.12 FEET TO A 3" BRASS CAP AT THE CS 1/16 CORNER OF SECTION 7; THENCE NORTH 00°13'52" EAST 3988.32 FEET TO THE POINT OF BEGINNING. PLAT CONTAINS 369.30 ACRES.

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:

94 JUL 21 PH 2: 35

MARY SUE PENHOLLOW
 COUNTY CLERK

BY: Wallace DEPUTY
 NO. 94-28805 FEE 100.00
 DESCHUTES COUNTY OFFICIAL RECORDS