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07/02/2003 11:28:45 AM

D-D Cnt=1 Str=1 PAT
\$40.00 \$11.00 \$10.00 \$5.00

AFTER RECORDING, RETURN TO:
Slothower & Petersen, P.C.
Attorneys at Law
P.O. 351
Bend, OR 97709

Until a change is requested, all tax statements shall be sent to the Grantee at the following address: John Milton, 20270 Jonathon Ct., Bend, OR 97701

BARGAIN AND SALE DEED

DELANO PEAK DEVELOPMENT, L.L.C., an Oregon limited liability company, Grantor, hereby conveys and warrants to JOHN D. MILTON and CINDI LEE MILTON, husband and wife, Grantees, the following described real property:

See attached Exhibit A

SUBJECT TO:


1. All items of record as of the date of this Deed, including easements, covenants, conditions and restrictions.
2. Real property taxes.
3. Those certain restrictions set forth on attached Exhibits B, C and D.

The consideration for this transfer is the exchange value of other property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 2nd day of July, 2003

DELANO PEAK DEVELOPMENT, L.L.C.

By: 
Tim Larkin, Vice President
Three Sisters Development Co., Inc., Member

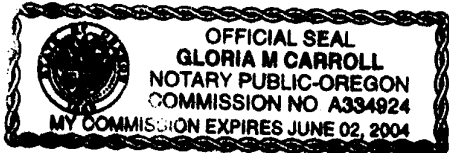
STATE OF OREGON

County of Deschutes

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ss:

Personally appeared Tim Larkin, Vice President of Three Sisters Development Co., Inc, sole member of Delano Peak Development, L.L.C. and acknowledged the foregoing instrument to be voluntary act and deed. Before me this 2nd day of July, 2003.



Gloria M. Carroll
Notary Public
My Commission Expires: 06-02-04

Tax Account No. 140081 Map No: 211027 AO 00300
Tax Account No. 140080 Map No: 211027 BO 00100

jim\re\miltonBSD 5-2-03.doc

Page 2 - BARGAIN AND SALE DEED

DANIELLE'S ACRES
LOCATED IN THE SW 1/4 NE 1/4 AND
A PORTION OF THE S 1/2 NW 1/4 OF SECTION 27,
TOWNSHIP 21 SOUTH, RANGE 10 EAST, T.11N.,
DESCHUTES COUNTY, OREGON

DATE: 03/03/03

DECLARATION:

KNOW ALL PERSONS BY THESE PRESENTS, THAT BELAND PEAK DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, OWNERS IN FEE SIMPLE AND COLLAMBA RIVER BANK, BANK OF OREGON, OWNERS IN FEE SIMPLE OF THE PLAT OF "DANIELLE'S ACRES", THE PLAT BEING REFERRED TO IN THE ATTACHED SURVEYOR'S CERTIFICATE, AS A FREE AND VOLUNTARY ACT, HAVE CAUSED SAID SURVEYOR TO BE AND HE HAS BEEN AS SHOWN HEREON, AND DO HEREBY DEEDICATE TO THE PUBLIC A STRIP OF LAND AND A 50-FOOT RADIAL O&E-S&G FOR THE RIGHT OF WAY OF HANDELA AVENUE, AS SHOWN HEREON.

BY LANDRY
VICE PRESIDENT
BELAND PEAK DEVELOPMENT, LLC
MIRE DONALDA
VICE PRESIDENT
COLLAMBA RIVER BANK

ACKNOWLEDGMENT:

STATE OF OREGON
COUNTY OF DESCHUTES

THIS IS TO CERTIFY THAT ON THIS DAY OF 2003, I HAVE SET BY HAND AND OFFICIAL SEAL THE DAY AND YEAR OF THIS CERTIFICATE FIRST WRITTEN ABOVE.

NOTARY PUBLIC
STATE OF OREGON

ACKNOWLEDGMENT:

STATE OF OREGON
COUNTY OF DESCHUTES

THIS IS TO CERTIFY THAT ON THIS DAY OF 2003, I HAVE SET BY HAND AND OFFICIAL SEAL THE DAY AND YEAR OF THIS CERTIFICATE FIRST WRITTEN ABOVE.

NOTARY PUBLIC
STATE OF OREGON

SURVEYOR'S CERTIFICATE:

I, TIM K. CHAPMAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2477, BEING FIRST DULY SWORN, DO HEREBY CERTIFY THAT THE PLAT OF "DANIELLE'S ACRES" BEING REFERRED TO IN THE ATTACHED SURVEYOR'S CERTIFICATE, AS A FREE AND VOLUNTARY ACT, HAS BEEN EXAMINED AND APPROVED. THE PLAT OF "DANIELLE'S ACRES" AS LOCATED IN DESCHUTES COUNTY, OREGON, HAS BEEN EXAMINED AND APPROVED.

APPROVALS:

DESCHUTES COUNTY SURVEYOR
DESCHUTES COUNTY DIRECTOR OF PUBLIC WORKS
DESCHUTES COUNTY PLANNING DIRECTOR
DESCHUTES COUNTY COMMISSIONER
DESCHUTES COUNTY DEPT. OF ENVIRONMENTAL HEALTH
WATER MASTER
SIGNATURE BY THE DESCHUTES COUNTY BOARD OF COMMISSIONERS CONSTITUTE AUTHORITY BY DESCHUTES COUNTY OF ANY REDUCTION MADE HEREON TO THE PUBLIC.

Table with columns: APPROVALS, SIGNATURE, DATE

I HEREBY CERTIFY THAT ALL ASSESSMENTS, FEES, SPECIAL ASSESSMENTS, FEES AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THIS PLAT, WHICH ARE NOT PAID, WHICH BECAME OR WILL BECOME A LIEN ON THIS SUBDIVISION DURING THIS YEAR, HAVE NOT YET BEEN PAID TO THE TAX COLLECTOR FOR COLLECTION HAVE BEEN PAID TO ME.

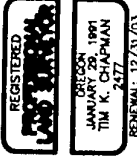
DESCHUTES COUNTY ASSESSOR

I HEREBY CERTIFY THAT ALL TAXES ARE PAID AS OF THIS DATE.

DESCHUTES COUNTY TAX COLLECTOR

STATEMENT OF WATER RIGHTS:

THERE ARE NO WATER RIGHTS ASSOCIATED WITH THESE LOTS AND TRACT 'A'



NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THAT TRACT OF LAND AS DESCRIBED IN DEED VOLUME 2002, PAGE 6874M DESCHUTES COUNTY COMMUNITY DEVELOPMENT FILE NO. 9-19-02-02B, 9-02-09 AND 02-02C-02D. CONTROLS FOR THIS SURVEY WERE MEASUREMENTS PER SAID DEED VOLUME AND RECORD SURVEY NO. 1 AND 3, ALONG WITH THE METAL POINTS OF SAID SURVEY NO. 1 AND 3. THE METAL POINTS OF SAID SURVEY NO. 1 AND 3, ALONG WITH THE METAL POINTS OF SAID SURVEY NO. 1 AND 3, WERE ESTABLISHED AT THE INTERSECTION POINT OF THE NORTH AND EAST LINES OF SAID SW 1/4 OF THE NE 1/4 HOLLOW RECORD BEARINGS FOR SAID LINES PER THE SURVEY. THE METAL POINT WAS ESTABLISHED AT THE INTERSECTION POINT OF THE NORTH LINE OF THE SOUTH QUARTER OF SAID SECTION 27 WITH THE EAST LINE OF SAID SECTION 27. THE METAL POINT WAS ESTABLISHED AT THE INTERSECTION POINT OF THE NORTH LINE OF SAID SECTION 27 WITH THE EAST LINE OF SAID SECTION 27. THE METAL POINT WAS ESTABLISHED AT THE INTERSECTION POINT OF THE NORTH LINE OF SAID SECTION 27 WITH THE EAST LINE OF SAID SECTION 27. THE METAL POINT WAS ESTABLISHED AT THE INTERSECTION POINT OF THE NORTH LINE OF SAID SECTION 27 WITH THE EAST LINE OF SAID SECTION 27.

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT ON FILE IN THE DESCHUTES COUNTY CLERK'S OFFICE.

20370 Empire Ave. Suite C-3 Bend Oregon 97701 (541) 382-1982
Baxter Land Surveying, Inc.
TIM K. CHAPMAN
DATE

EXHIBIT B

COVENANTS AND RESTRICTIONS PERTAINING TO PROPERTY

Recitals

A. Grantee has received tentative plat approval from the Deschutes County Planning Department to create a 9-lot subdivision containing 8 residential lots and "Tract A" as described on Exhibit A;

B. As a condition of final plat approval, the real property described on Exhibit A is hereby subjected to the restrictions set forth below;

Now, therefore, the use of the property conveyed by the foregoing Deed shall hereafter be subject to the following covenants and restrictions:

Restrictions

1. There shall be no development of Tract A of any nature until such time as all of the real property described on Exhibit A is brought within an urban growth boundary. At such time as all the real property described on Exhibit A is brought within an urban growth boundary, this restriction shall terminate automatically.

2. The property subject hereto shall be subject to the defensible space plan attached hereto as Exhibit C.

3. The property subject hereto shall be subject to the Road Maintenance Agreement attached hereto as Exhibit D.

The foregoing restrictions shall run with the land as to all property burdened and benefited thereby and shall bind, burden and benefit Grantee's successors, heirs and assigns.

EXHIBIT C

Defensible Space Plan for Danielle's Acres,
a 9-lot subdivision (the "Subdivision") containing 8 residential lots
(identified as Lots 1 - 8) and one open space lot designated as "Tract A".

Whereas, the grantees of the subject property have applied for and received conditional approval from Deschutes County of the subdivision known as Danielle's Acres, (the "Subdivision"), and such approval is conditioned upon submission of a defensible space plan approved by the La Pine Rural Fire Protection District,

Whereas, the legal description of the Subdivision is attached hereto as Exhibit "A" and incorporated herein by reference; and page 2 of Exhibit "A" consists of a plat map of the Subdivision prepared by Baxter Land Surveying, Inc. which shows the relative location the Subdivision and Hakkila Lane,

Now, therefore, the Owner of the property subject hereto undertakes to institute and maintain the following defensible space plan:

1. Improvements of Hakkila Lane shall include an approved fire apparatus turn around at the end of Hakkila Lane. The bulb of the turn-around will be asphalt.
2. As each of the 8 parcels is developed, Owner shall implement and construct defensible space and fuel reduction zones on the 8 parcels as the lots are being cleared and developed. The defensible space shall extend a minimum of 30 feet from all structures, and the fire reduction zone shall extend 100 feet from all structures.
3. Owner shall use existing fuel breaks and develop fuels reduction to 100 feet from the boundaries of Tract A. Fuels reduction measures in the open space lot shall include thinning, creating individual thickets, removing ladder fuels and bitterbrush ground cover as well as dead and down body wood on the land surface. In addition Owner shall construct firebreaks within the Tract A 100 feet in width or a width of 1 1/2 the height of surrounding vegetation. Such breaks shall be located based on the topography of the property in consultation with the La Pine Rural Fire protection District. Such fuels reduction measures and construction of fuel breaks shall not be considered "development" of the property as such term appears in Exhibit B to the Bargain and Sale Deed.
4. In the implementation of this plan, Owner shall consult with the Fire Marshall of the La Pine Rural Fire Protection District, and shall incorporate the recommendations of the Fire Marshall in the work as it is performed.

EXHIBIT C

PAGE 1 OF 1

ROAD MAINTENANCE AGREEMENT

RECITALS

- A. Delano Peak Development, L.L.C., an Oregon limited liability company ("Owner") owns the real property commonly known as Danielle's Acres, a 9-lot subdivision (the "Subdivision") containing 8 residential lots ((identified herein individually or collectively as "Lots 1 - 8") and one open space lot designated as "Tract A." The legal description of the Subdivision is attached hereto as Exhibit "A" and incorporated herein by reference.
- B. Lots 3 – 8 of the Subdivision are bordered on the south by Hakkila Avenue (the "Road"). A plat map of the Subdivision prepared by Baxter Land Surveying, Inc. which shows the relative location the Subdivision and the Road is attached hereto as Exhibit "B" and incorporated herein by reference.
- C. Owner intends to retain ownership of Lot 8 during the term of this Agreement.
- D. Owner has been authorized to make certain improvements to the Road under the inspection and approval of the Deschutes County Engineer and the Deschutes County Road Department.
- E. By this Agreement, Owner intends to provide for the maintenance and repair of the Road until such time as Deschutes County or another government entity shall assume responsibility for maintenance of the Road.

AGREEMENT

1. ROAD. The Road consists of a graveled road known as Hakkila Avenue located along the southern border of subdivision Danielle's Acres, located in the SW 1/4 NE 1/4 and a Portion of the S 1/2 NW 1/4 of Section 27, Township 21 South, Range 10 East, W.M., Deschutes County, Oregon. The Road is a private road which will be dedicated to public use.
2. REPAIRS AND MAINTENANCE. Until such time as Deschutes County or another government entity assumes responsibility for maintenance of the Road, the owner of Lot 8 shall, at his own expense, maintain and repair the Road to the minimum standards required by the Deschutes County Code and the Deschutes County Road Department.
3. BINDING EFFECT. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit the present and future owners of Lots 1 - 8 and their successors, heirs, and assigns.
4. RIGHT TO AMEND. In the event that neither Deschutes County nor another government entity assumes responsibility for maintenance of the Road, Owner shall be entitled to amend this Agreement to provide that subsequent owners of other Lots in the Subdivision which use the Road for ingress and egress (which are intended to be Lots 3 – 8

only) shall be liable for paying an equal share of the costs of maintaining and repairing the Road. Such an amendment shall include provisions for the filing of a lien against the Lot of an owner who does not pay such owner's share when due, which lien shall secure payment of the unpaid amount, plus interest at the applicable legal rate and all legal fees and costs incurred in the collection thereof, including legal fees and costs incurred prior to filing and in foreclosure of such lien.

5. TERMINATION. This Agreement shall terminate and be of no further effect when Deschutes County or another government entity shall assume responsibility for maintenance of the Road.

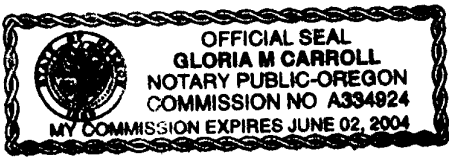
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DELANO PEAK DEVELOPMENT, L.L.C.

By: [Signature]
Tim Larkin, Vice President
Three Sisters Development Co., Inc., Member

STATE OF OREGON)
) ss:
County of Deschutes)

Personally appeared Tim Larkin, Vice President of Three Sisters Development Co., Inc, sole member of Delano Peak Development, L.L.C. and acknowledged the foregoing instrument to be voluntary act and deed. Before me this 2nd day of July, 2003.



[Signature]
Notary Public
My Commission Expires: 06-02-04

Tax Account No. 140081 Map No: 211027 AO 00300
Tax Account No. 140080 Map No: 211027 BO 00100