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DEVELOPMENT PLAN AGREEMENT - SITE PLANS

This AGREEMENT, made this 26th day of OCTOBER, 1982, by and between THE INN OF THE SEVENTH MOUNTAIN hereinafter referred to as DEVELOPER, and Deschutes County, referred to as COUNTY.

WITNESSETH

WHEREAS, the Developer is the owner of certain real property which is hereinafter referred to as Development Plan No.: SP-82-38 (for) changing room and spa building and is described as tax lot 9000 in Section 22C, T18S, R11E.

WHEREAS, the County is willing to grant approval of the Development Plan upon condition that the Developer undertake and maintain certain improvements and satisfy certain requirements as specified herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutual covenants and agreements herein contained as a condition agreement precedent to the granting of final approval for said Development Plan by the County, the Developer hereby agrees as follows:

IMPROVEMENT AND MAINTENANCE PROVISIONS:

1. This Development Agreement shall be signed and certified to guarantee the required improvements and assure permanent maintenance.

2. The area surrounding the site shall be landscaped with vegetative material similar to what is existing.

3. All necessary building and sanitation permits shall be approved by the appropriate agency.

ENFORCEMENT OF THIS AGREEMENT:

1. If the Developer fails to keep and execute the terms in this agreement within 1 year, the County, may, after 30 days of written notification, perform the terms and conditions including, but not limited to, the improvement, maintenance and upkeep of improvement and maintenance provisions and may charge the same as a valid and enforceable lien upon the property described above.
   In enforcing the agreement, the Board of Commissioners of the County shall set a hearing and notify the landowner of said hearing and at such time may make a determination of the probable cost of the maintenance and shall give the first party a period of 30 days in which to complete said program and if the first party does not execute such program within such time limit, then the Board of Commissioners may pass an ordinance requiring the same to be let out for bid by the lowest responsible bidder and the cost, plus any additional costs incurred by the County in enforcing performance thereof shall be charged as a lien against the property described above, and shall be collectible as other County liens.

2. This agreement shall be binding upon the heirs, executors, administrators and assigns of both parties, and is a condition and covenant running with the land and binding upon the above described real property.

EXECUTION OF AGREEMENT

This AGREEMENT has been executed by the Developer this 26th day of OCTOBER, 1982.

DEVELOPER: INN OF THE 7th MOUNTAIN

J L Verhoef
(signature)

STATE OF OREGON)
COUNTY OF DESCHUTES) ss:

On this 26th day of October 1982, before me, the undersigned, a notary public in and for said County and State, personally appeared J. L. Verhoef, who is known to me to be the individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

Nancy D. Smith
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/13/84

NANCY D. SMITH

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STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 27 day of Oct A.D. 1982 at 1:35 o'clock P M., and recorded in Book 363 on Page 742 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Deputy