

60242787
Until a change is requested, all tax statements shall be sent to Grantee at the following address:

BOOK 322 PAGE 163

30634

WARRANTY DEED

BOBBY LEE OSTRANDER and MARTHA K. OSTRANDER, dba Ostrander Enterprises, Grantor, convey and warrant to DAVID FRANKE and PEGGY FRANKE, husband and wife, Grantee, the following described real property, free of encumbrances except as specifically set forth herein:

Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Four (4), of Wiestoria, City of Bend, Deschutes County, Oregon.

SUBJECT TO:

1. The herein described property lies within the city limits of the City of Bend and may be subject to a future sewer lien if the property is located within that area of the city being improved by the new sewer system.
2. Right of Way of the Pilot Butte Canal.
3. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein, as contained in Ordinance No. NS-1242 as reserved by the City of Bend, recorded September 12, 1979 in Book 307, Page 348 of Deed Records.
4. Sewer Easement, including the terms and provisions thereof as recorded September 11, 1978, Book 282, Page 862 of Deed Records.
5. Any encumbrances suffered or permitted by the Grantees.

The true consideration for this conveyance is \$100,000.00.

Page One
Warranty Deed

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 N.W. BEND STREET
BEND, OREGON 97701

BEND TITLE COMPANY
203 N. W. WALL, BEND, OR 97701

DATES THIS 21 day of May, 1980.

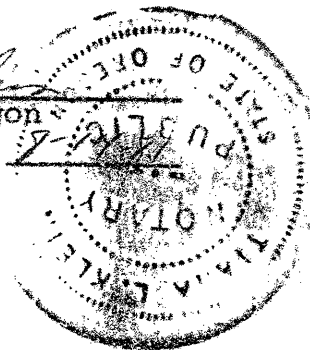
Bobby Lee Ostrander
BOBBY LEE OSTRANDER

Martha K. Ostrander
MARTHA K. OSTRANDER

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 21 day of May, 1980, by BOBBY LEE OSTRANDER AND MARTHA K. OSTRANDER.

Theresa J. Miller
Notary Public for Oregon
My Commission Expires: 7-21-81



30634
STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record on 23 day of May A.D. 1980 at 8:08 o'clock A. M. and recorded in Book 322 on Page 163 Accounts of Deeds
ROSEMARY PATTERSON
County Clerk
By Debbie Lubbell Deputy

MUNICIPAL AGREEMENT

The CITY OF SEASIDE, an Oregon Municipal Corporation, hereinafter called "CITY" and hereinafter called "USEP", agree as follows:

1. USEP has received, read and understands CITY's sewer policy which is attached to and made a part of this Sewer Service Agreement. Terms used in this agreement have the meanings assigned to them by CITY's sewer policy unless specifically provided otherwise.

2. USEP shall perform the following work and install the sewerage collection system at USEP's sole cost and expense pursuant to CITY's sewer policy, but as specified in the City of Seaside Sewerage Ordinance, and construction plans for the same.

3. The sewer service sought by USEP will benefit the following described property in Deschutes County, Oregon: [Property description]

4. CITY agrees to permit USEP to hook up the sewer facilities described above to CITY's sewer system and to furnish USEP City sewer services on the following terms and conditions:

a. Sewerage shall be supplied only through sewer facilities constructed and installed to CITY's standards and specifications. All sewer facilities except service connection lines shall be the property of CITY and shall be installed within public ways or City easements. USEP shall not hook up to CITY's sewer

facilities until CITY accepts sewer facilities installed by USEP as written.

4.1 USEP shall promptly pay all applicable charges in connection with CITY sewer services as they become due. Charges shall be processed by an appropriate ordinance, and charges may be assessed from time to time.

4.2 No other use of CITY sewer service or CITY sewer facilities except as provided in this agreement shall be permitted without express consent of CITY.

4.3 USEP shall comply with all applicable governmental laws, rules and regulations, including but not limited to CITY ordinances, resolutions and the provisions of CITY sewer and water policies as they now exist and as they may be changed from time to time.

4.4 USEP shall reimburse CITY for actual cost of inspection services, plus overhead performed by CITY prior to acceptance of the work by CITY. Overhead shall be charged at the rate of 40% of the actual inspection costs.

4.5 When required by CITY, USEP agrees to deliver to CITY "As Built" reproducible drawings of the completed work, signed by an Oregon Professional Engineer prior to acceptance of the work by the CITY.

5. This sewer service may be terminated by CITY for any failure to comply with the terms and conditions of this agreement, the CITY's sewer policy or any other agreements with the CITY affecting this property.

The following special conditions apply to USEP's sewer service:

1. USEP shall construct and install sewerage collection system facilities at the property location to be served and cover services described herein in this agreement on the following terms and conditions:

(a) The facility shall be constructed and installed at USEP's expense and shall consist of certain items with still below.

(b) This facility shall be constructed and installed according to CITY's requirements and specifications.

(c) After CITY accepts the construction and installation of this facility as written CITY shall operate and maintain the facility according to all the terms and conditions of this agreement.

(d) The property benefited by this facility shall be subject to whatever expense and charges are reasonably necessary to operate and maintain (including but not limited to necessary repairs, replacements and improvements) the facility in compliance with all applicable laws and regulations for facilities of this type. In addition to operation and maintenance fees for payment of these charges USEP shall pay to CITY \$1,000 upon the execution of this agreement. Another \$1,000 shall be deposited to this fund as building permits

are taken out for construction on the property benefited. This fund shall not be refundable.

(e) In addition to the operation and maintenance fund USEP shall deposit with CITY \$1,000.00 to be used as a fund from which CITY shall be reimbursed all amounts which CITY may have expended to improve, reconstruct, rehabilitate, or terminate the facility. None use of this facility is terminated and the moneys are deposited to the CITY's coverage system the then balance of this deposit shall be returned to USEP.

(f) This facility is contemplated to be an interim facility to serve the property benefited only until such time as the sewer collection system at the property benefited is hooked up to the CITY's sewerage system.

(g) The obligations of this agreement (other than the obligation to construct and install the sewer facilities described in this agreement) are intended by the parties to be covenants running with the land benefited by this agreement and shall be binding upon USEP, USEP's heirs, assigns and assigns.

6.2 As an alternative to a community facility individual USEP may construct, operate and maintain individual interim sewerage facilities approved by the appropriate governmental authority until the collection system is hooked up to CITY's sewer system. If USEP installs individual interim treatment facilities, CITY will accept the collection system upon its construction and

installation according to the terms of this agreement.

6.3 USEP acknowledges that the nature of services that can be accommodated at the present sewage treatment plant is unknown because of uncertainties concerning the plant's capacity, plant capacity and wastewater flow limitations; and this situation will continue until such time as CITY's treatment plant is expanded and the sewer project completed. Therefore, the CITY's ability to provide sewer service is conditioned upon the limitations imposed by these factors.

Mary Sue Penhollow
Deputy County Clerk
Date: 10/21/78

**EXHIBIT A
DESCRIPTION SHEET**

Parcel of land in the City of Seaside, Deschutes County, Oregon, more particularly described as follows:

beginning at the Brass Cap marking the South Quarter corner of Section Three (3), Township Eighteen (18) South, Range Twelve (12), 24 of the Willamette Meridian, Deschutes County, Oregon; thence with 88° 48' 19" West following the said Section 3, 1,310.97 feet to a west 3/4 corner common to Section 3 and 34; thence North 88° 02' 12" East, following the West line of the East half of the Southwest 1/4 of Section 3, 45.00 feet to the "Initial Point" and "True Point of Beginning" for this description; thence with 88° 02' 57" East, 132.41 feet; thence North 82° 37' 17" East, 46.12 feet; thence South 00° 31' 27" East, 284.52 feet; thence South 72° 22' 22" East, 27.17 feet; thence South 00° 49' 24" East, 94.26 feet; thence South 44° 48' 02" West, 104.75 feet; thence South 44° 42' East, 152.36 feet; thence South 49° 19' 34" East, 207.30 feet; thence North 49° 22' 28" East, 187.83 feet; thence South 87° 03' East, 121.75 feet; thence South 77° 08' East, 121.38 feet; thence South 23° 25' 47" East, 316.36 feet; thence South 87° 19' 48" East, 22.77 feet; thence South 34° 23' 22" East, 22.28 feet; thence with 87° 15' 42" East, 139.97 feet to the South line of said Section 3 and 19; thence North 88° 02' 57" East, a distance of 45.00 feet to the "True Point of Beginning" and terminus of this description.

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,
88 SEP - 8 PH 2: 54
MARY SUE PENHOLLOW
COUNTY CLERK
BY: *Mary Sue Penhollow* DEPUTY
NO. 88-20034 FEE 30
DESCHUTES COUNTY OFFICIAL RECORDS