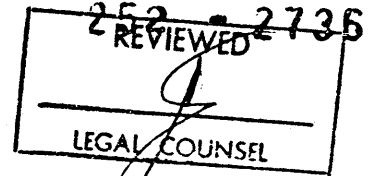


91-37818

AGREEMENT



WHEREAS, Ni-Lah-Sha Village Inc., an Oregon corporation, has received approval for a Planned Unit Development with a Master Plan (C.U. 90-196) for 258 lots for manufactured homes and a 98-space recreational vehicle park on 65 acres of land; and a Tentative Plat for Phase I (T.P. 90-744), to include 39 lots on approximately 10 acres of land to be known as "Ni-Lah-Sha Village Subdivision" located in the SE $\frac{1}{4}$ of Section 3, Township 15 South, Range 13 East, of the Willamette Meridian, Deschutes County, Oregon; and

WHEREAS, Ni-Lah-Sha Village Subdivision abuts Negus Road (aka Maple Avenue), a County road; and

WHEREAS, under conditions 13 (f) and (g) and 15 of said approvals dated March 19, 1991 Negus Road is to be improved in the future pursuant to Deschutes County standards; and

WHEREAS, this agreement shall constitute Developer's satisfaction of conditions 13 (f) and (g) and 15 of the administrative review and decision; now, therefore,

NI-LAH-SHA-VILLAGE INC., an Oregon corporation (Developer), and DESCHUTES COUNTY, a political subdivision of the State of Oregon (County), HEREBY AGREE as follows:

1. The real property subject to this agreement is described in Exhibit "A," attached hereto and by this reference incorporated herein.
2. The estimated cost of required future improvements to 335 lineal feet of Negus Road necessitated by Ni-Lah-Sha Village subdivision is \$15,000.00 in accordance with the estimate approved by County.

3. The responsibility of Developer toward the improvement of Negus Road is the sum of \$15,000.00.
4. In order to satisfy the obligation of Developer for improvements off Negus Road, the parties hereby agree that an account shall be established and administered by the Deschutes County Treasurer. Upon issuance of a building permit to install a manufactured house on a lot within Ni-Lah-Sha Village Subdivision, Developer, its successors and assigns agree to deposit in said account the sum of not less than \$125.00 per lot until a total principal of \$15,000.00 has been deposited in said account. Furthermore, in the event any lot is sold in Ni-Lah-Sha Village Subdivision by Developer prior to the issuance of a building permit, said sum of \$125.00 shall be immediately payable to the Deschutes County Treasurer. In any event, the entire remaining balance of the \$15,000.00 obligation shall all be due and payable on or before five (5) years from the date of this agreement.
5. Developer agrees as a condition of this agreement to include in any declarations, covenants, conditions and restrictions covering Ni-Lah-Sha Village Subdivision that there is an obligation to contribute to the account as referenced above the sum of \$125.00 per lot in accordance with this agreement.
6. The parties hereby further agree that as a condition of the issuance off a building permit on any property that the Deschutes County Treasurer must confirm that the sum

- of \$125.00 has been paid in accordance with the terms of this agreement for each individual lot.
7. The account shall be administered exclusively by County and shall be used for the sole and exclusive purpose of improving Negus Road abutting the subdivision at such time as Deschutes County, in its sole discretion, shall determine that the improvement is necessary. Improvement of Negus Road prior to the payment of the total sum of \$15,000.00 as provided herein and shall not waive or forgive the obligation to pay money to County as provided herein.
 8. The Deschutes County Treasurer is authorized to deposit all monies in an interest-bearing account for the benefit of Deschutes County, it being understood and agreed that the interest accruing on the monies shall be in lieu of any increase in the assessment to take into account increased costs of construction.
 9. The parties further agree that the terms and conditions of this agreement shall be in satisfaction of condition nos. 13 (f) and (g) and 15 of the Deschutes County Community Development Department decision dated March 19, 1991.
 10. This Agreement shall be recorded and constitute a lien upon the real property until released by the Deschutes County Treasurer after full and complete payment of the several obligations arising hereunder. Prior to the expiration of five (5) years as provided herein, the

Deschutes County Treasurer shall release any lot for which the obligations have been met, notwithstanding that the total of \$15,000.00 has not been paid in full.

DATED this 18th day of November, 1991.

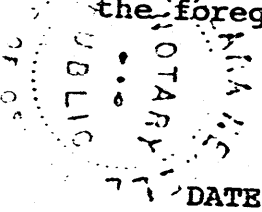
NI-LAH-SHA VILLAGE INC.

Allen A. Kirk
Allen A. Kirk, President

STATE OF OREGON, County of Deschutes) ss.

Personally appeared before me Allen A. Kirk as President of NI-LAH-SHA VILLAGE INC., an Oregon corporation, and acknowledged the foregoing to be its voluntary act and deed.

Barbara Duress
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-16-92



DATED this 27th day of November, 1991.

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Tom Throop
TOM THROOP, Commissioner

Nancy Pope Schlagen
NANCY POPE SCHLANGEN, Commissioner

Dick Maudlin
DICK MAUDLIN, Chairman

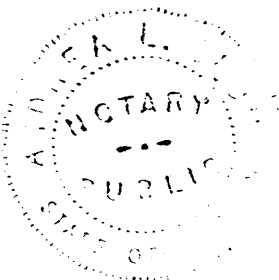
ATTEST:

Andrew R. Glem
Recording Secretary

STATE OF OREGON, County of Deschutes) ss.

Personally appeared before me TOM THROOP, NANCY POPE SCHLANGEN and DICK MAUDLIN, the above-named Board of County Commissioners of Deschutes County, Oregon, and acknowledged the foregoing on behalf of Deschutes County, Oregon.

Andrew R. Glem
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-9-92



Waverly

252 - 2740

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:

91 DEC 23 PM 1:09

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY

91-37818

NO. FEE

DESCHUTES COUNTY OFFICIAL RECORDS