

\$40.00
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AGREEMENT

90-00144

AGREEMENT dated as of December 21, 1989, between RIVER MEADOWS HOMEOWNERS ASSOCIATION, INC., an Oregon nonprofit corporation (the "Association"), and STAGE STOP, INC., an Oregon corporation dba "River Meadows," and LA QUINTA ESTATES, LTD., a California partnership (River Meadows and La Quinta Estates, Ltd., are referred to herein as "Owners").

RECITALS

A. The Association is a membership organization composed of owners of lots in the River Meadows recreational homesite development (the "Development") located in Deschutes County, Oregon.

B. Owners own certain lots in the Development which are described on Exhibit A attached hereto (the "Lots").

C. Owners have filed an application with the Deschutes County Planning Department to replat the Lots.

D. Approval of the replat will be conditioned in part upon the approval by the Oregon Department of Environmental Quality (the "DEQ") of the sewage disposal system to be installed to service the Lots.

E. The sewage disposal system of the Development is owned and operated by the Association. As a condition to the DEQ's approval of the sewage system for the Lots, the DEQ requires that the Association and the Owners enter into this agreement which sets out the standards for the components of the sewage system which are to be installed on individual Lots and the arrangement between the Association and the Owners for the maintenance of such components.

TERMS

In consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. Installation. Owners agree that at the time a residence is constructed upon each Lot, the residence will be connected to the Association's sewage disposal facilities by means of a system which consists of a tank, pump, and related parts which will pump to a three inch pressure main line in the street. The three inch main line will connect to an existing eight inch gravity sewer line leading to the treatment plant. Each Lot will have a sewage pump system (a "System") which will conform to description set forth on Exhibit B attached hereto.

RECORDED BY DESCHUTES COUNTY CLERK

NOTARIAL PUBLIC

OFFICE OF THE CLERK

The System description set forth on Exhibit B may be revised, from time to time, with the approval of the DEQ by written amendment to this agreement as provided in Section 8 hereof.

2. Owners Responsibilities.

(a) At the time a residence is constructed on a Lot, it will be the responsibility of the Owner to purchase, install and test a System for the residence as specified in Section 1 above. The Owner shall notify the Association when an installation is ready for final inspection before any underground portions are covered. No System installation shall be covered or operated until approved in writing by the Association.

(b) If a System alarm is sounded or should problems respecting a System otherwise become known, the Owner shall be responsible for contacting the Association for necessary maintenance and repairs.

(c) The costs of all inspections, maintenance and repairs will be billed by the Association to the Owner of the affected System. Owners agree to pay such costs within ten days of receipt of an invoice from the Association.

3. Association's Responsibilities.

(a) The Association will inspect the installation of each System to insure compliance with the specifications set forth in Section 1 above. Each System shall be hydrostatically tested at 30 psi to insure no leakage exists. An inspection shall be made by the Association within 48 hours (excluding Saturdays, Sundays, and holidays) of the receipt of a request for inspection from an Owner.

(b) The Association shall be responsible for service and repairs from the inlet of the System on each Lot to the treatment works facility in accordance with the Association's Water Pollution Control Facility permit.

(c) The Association shall maintain in reserve one spare pump package (excluding the basin and lid) which shall be available in the event that immediate repairs are required. River Meadows shall furnish such pump package to the Association at the time a System is first installed on a Lot.

4. Easements. Owners hereby grant to Association an easement to come upon each Lot for the purpose of inspecting, maintaining, and repairing the System which serves such Lot. Owners agree not to erect any structure or excavate or substantially add to or diminish the ground cover within ten feet of any System pump unit or within five feet of any sewer main or service line.

5. Enforcement Powers. The Association and Owners agree that the Association shall have the right to prohibit, by uniform rules, the discharge of nontypical waste or surface water into the sewer System. If an Owner shall violate any such rule, the Association shall give written notice of such prohibited discharge to the Owner. If the Owner fails to correct the condition within 30 days after receipt of notice, the Association shall have the right to enter upon the Owner's Lot and close off the residence from the Association's sewage facilities.

6. Successors and Assigns. This agreement shall be binding upon the Association and Owners and the respective successors and assigns of each. References to "Owners" herein shall expressly include Owners' successors and assigns including without limitation all purchasers of Lots. Owners, their successors and assigns, agree that each conveyance of a Lot shall be by a deed which shall expressly provide that the purchaser of the Lot shall, by accepting such deed, accept the assignment of and assume Owners' responsibilities and undertakings hereunder insofar as such undertakings and responsibilities apply to the Lot being purchased. The deed shall further provide that the obligation to accept such assignment and assumption shall be a covenant which runs with the Lot.

7. Attorney Fees. The parties agree that if suit or action is commenced to enforce any provisions of this agreement, the prevailing party shall be entitled to receive from the losing party such reasonable attorney fees as may be awarded by the court at trial and on appeal.

8. Amendment. This agreement may be amended only by a written instrument which is first approved by the DEQ and then executed by the Association and the Owners of a majority of the Lots.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above written.

RIVER MEADOWS HOMEOWNERS
ASSOCIATION, INC.

By Carol Blank Pres.
(title)

STAGE STOP, INC.

By [Signature] Vice Pres.
(title)

LA QUINTA ESTATES, LTD.

By [Signature]
Partner

STATE OF OREGON)

) SS
)

COUNTY OF MULTNOMAH

This instrument was acknowledged before me on
December 21, 1989, by Carl R. Blank, Jr., as president of River
Meadows Homeowners Association, Inc.

[Signature]
Notary Public for Oregon
My commission expires: 12-4-93

STATE OF OREGON)

) SS
)

COUNTY OF MULTNOMAH

This instrument was acknowledged before me on
December 21, 1989, by G. Todd Norvell as vice president of
Stage Stop, Inc.

[Signature]
Notary Public for Oregon
My commission expires: 12/30/91

STATE OF CALIFORNIA)

) SS

COUNTY OF Los Angeles

Dec. 29, 1989, This instrument was acknowledged before me on
by William H. Hannon as partner of La
Quinta Estates, Ltd.

[Signature]
Notary Public for California
My commission expires: 12/11/92

Betty B. Cosenza



EXHIBIT A TO AGREEMENT BETWEEN
RIVER MEADOWS HOMEOWNERS ASSOCIATION, INC., AND
STAGE STOP, INC., AND LA QUINTA ESTATES, LTD.

Description of Affected Lots

Lots 9 through 35 and lots 48 through 63, Block 3, River Meadows subdivision, a replat of a portion of the Fifth, Sixth and Eighth Additions to Stage Stop Meadows, Deschutes County, Oregon.

ORFENCO SYSTEMS, INC.

2826 Colonial Road Roseburg, OR 97470
503 673-0165

ORFEDCO MODEL 333

PUMP BASIN WITH 2" SOLIDS HANDLING PUMP

SHEET 1 of 3

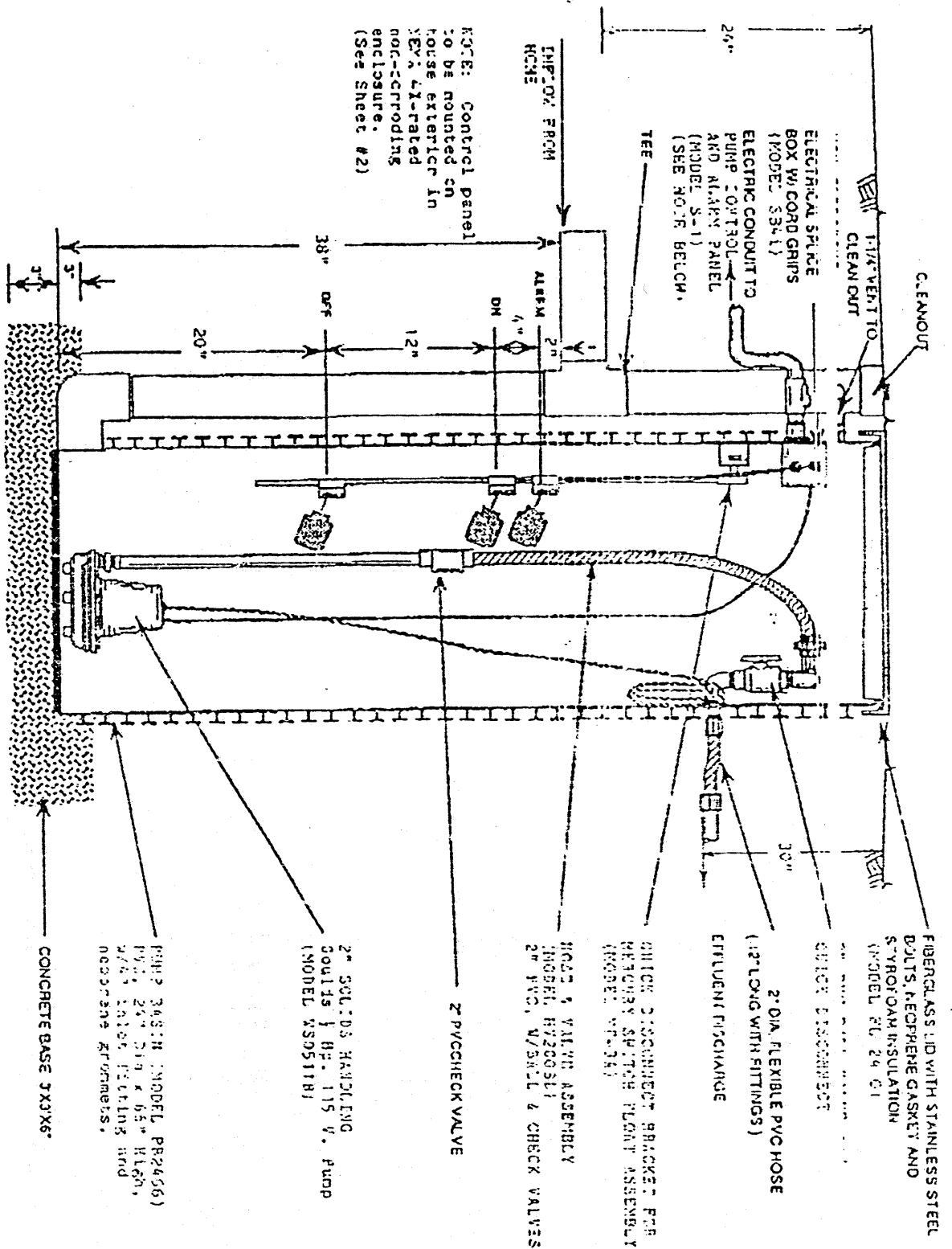


EXHIBIT B

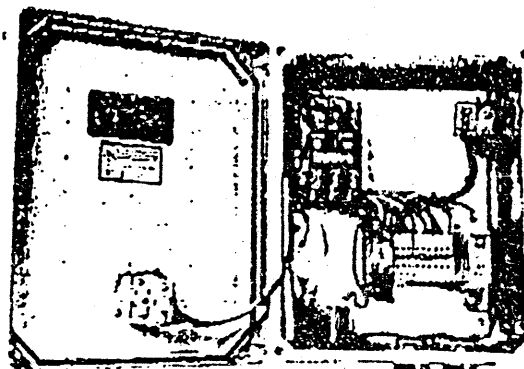
ORENCO SYSTEMS™ SIMPLEX CONTROL PANEL

ORENCO SYSTEMS™ Simplex Control Panels offer line quality components for reliable automatic pump operation. Standard functions include Circuit Breaker, Manual, Off and Automatic motor control operation, plus an audio/visual high-water alarm circuit with audio silence and automatic reset upon correction of the high-water condition.

A selection of optional features offers flexibility for a variety of pumping applications.

ORENCO SYSTEMS™ control panels are specifically engineered for pressure sewer (STEP) systems, for controlling pumping into conventional gravity collection systems and for on-site systems such as intermittent sand filters, recirculating sand filters, low pressure drainfield, as well as for simple uphill pumping to standard drainfields.

ORENCO SYSTEMS™ control panels are especially designed for use with mercury float switches but are compatible with any standard dry-contact switching method.



STANDARD FEATURES:

Listing: Underwriters Laboratories

Rating: 1 Hp/115 VAC, 2 Hp/230 VAC, Single Phase, 60 Hz.

Motor-Start Contactor: Rated for 25 FLA, Single Phase, 60 Hz.

Audible Alarm: Panel mount with a minimum of 80 db sound pressure at 24 inches, continuous sound.

Visual Alarm: NEMA 4-rated, 7/8-inch diameter, red lens, oillight with push-to-silence feature.

Audio Alarm Reset Relay: 115 VAC, automatic, with DIN rail mount socket base.

Toggle Switch: 15 amp motor rated single-pole, double-throw with three positions: manual (MAN), (OFF) and automatic (AUTO).

Fuse Disconnect: 2 amp, SLO-BLO fuse with DIN rail mount.

Enclosure: NEMA 4X-rated, fiberglass with hinged cover. Noncorroding. Dimensions: 10" High x 8" Wide x 5-1/8" Deep. External mounting ears.

Alarm Circuit: Wired separately from the pump circuit, so that if the pump's internal overload switch or current-limiting circuit breaker is tripped the alarm system remains functional.

Current Limiting Circuit Breaker: 20 amps, OFF/ON switch, DIN rail mounting (Single Pole/115 V — Double Pole/220 V) with thermal magnetic tripping characteristics.

Padlockable Latch: Constructed of noncorroding stainless steel or reinforced plastic.

MODEL S-1



OPTIONAL FEATURES:

Elapsed Time Meter: 115 VAC, 7-digit, nonresettable, with DIN rail mount socket base.

Counter: 115 VAC, 6-digit, nonresettable, horizontal base mount.

Programmable Timer: 10 amp, 110 VAC, SPDT relay output, repeatable cycle from 15 sec. to 10 hours with two time ranges. Separate variable controls for ON and OFF time.

Intrinsically Safe Control Relay: 115 VAC, 0 to 10,000 ohm sensitivity range. Secondary circuit, 11 VAC, 2.3 mA.

Other custom features can be provided.

ORENCO SYSTEMS, INC.

200 - 0633

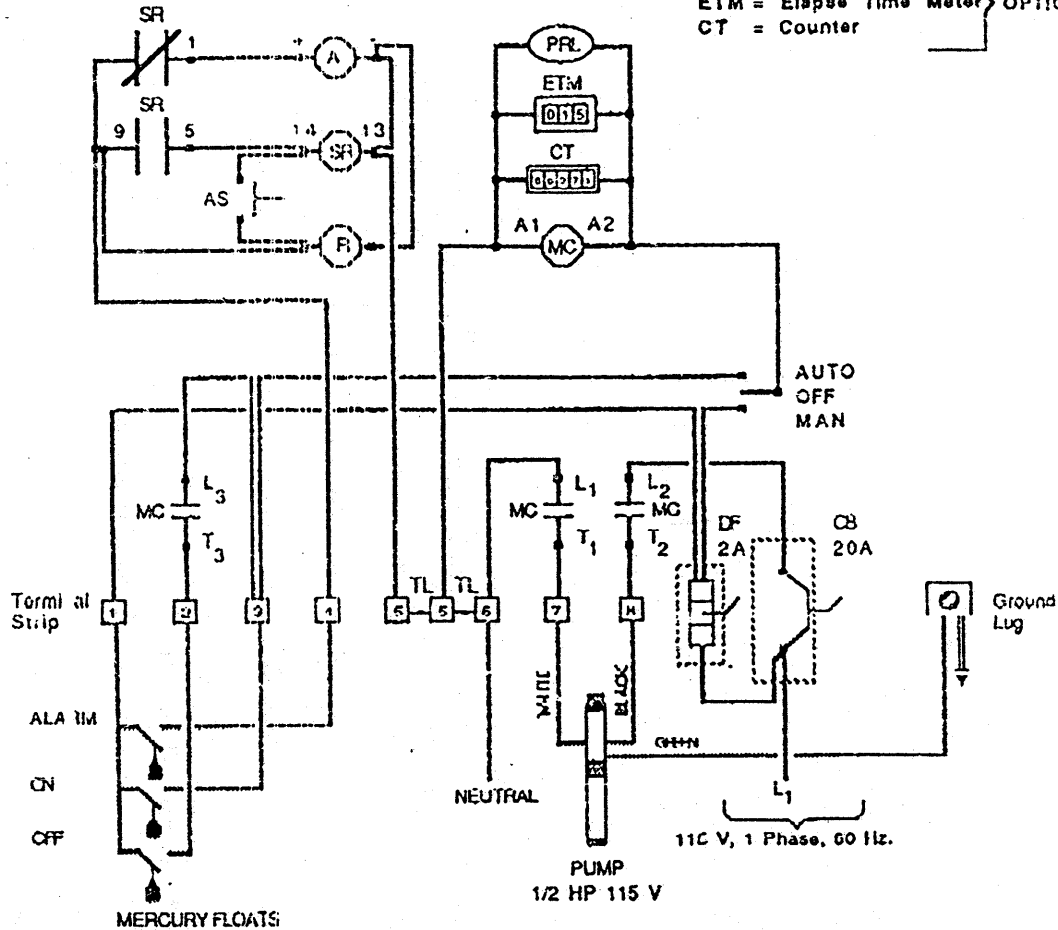
WIRING DIAGRAM MODEL S-1

NOTES:

- 1) Resistant Pump Panel 115 VAC
- 2) Motor must have internal overload protection

- = Factory Wire
- = Field Wire
- A = Audio 115 VAC
- AS = Audio Silence
- CB = Circuit Breaker
- DF = Disconnect Fuse
- G = Ground
- MC = Motor Contactor
- R = Red Light 115 VAC
- SR = Silence Relay
- TL = Terminal Link

- PRL = Pump Run Light
 - ETM = Elapse Time Meter
 - CT = Counter
- OPTIONAL



ORENCO SYSTEMS™ CONTROL PANEL	1/01/88
	TB
ORENCO SYSTEMS, INC. 2928 Colonial Road Burg, OR 97470 503/673-0155	SHEET
	3 of 3

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:

90 JAN -5 PM 3:50

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *M. S. Penhollow* DEPUTY
NO. 90-00454
FEE 60
DESCHUTES COUNTY OFFICIAL RECORDS