

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

After Recording Return to:  
Deschutes County  
Community Development Department  
117 NW Lafayette Avenue  
Bend, OR 97703

**TERMINATION OF DEVELOPMENT CONTRACT  
Document No. 2007-349**

This Termination of Development Contract (“Termination”), is by and between DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon (“County”) and VICTOR R. RUSSELL and VICKI L. RUSSELL, and SAGEBRUSH DEVELOPMENT LLC (collectively, “Developer”).

**RECITALS**

- A.** Developer executed that certain DEVELOPMENT CONTRACT for NEIGHBORHOOD PARK and COLLECTOR ROADS Quadrant 1c in the Newberry Neighborhood identified as Deschutes County Document No.2007-349, recorded in the real property records of Deschutes County on July 13, 2007, as Document No. 2007-38888 (the “Development Contract”). All capitalized terms used in this Termination without definition shall have the meaning set forth in the Improvement Agreement.
- B.** Under the Development Contract, Developer was required to cooperate with Deschutes County and construct a park and collector road improvements in accordance with Quadrant Plan QP-06-01, as such plan was updated and amended from time to time (the “Required Improvements”), as more particularly described in the Development Contract. The Parties agree that the Required Improvements have been constructed as required under the Development Contract.
- C.** Section 3.1 of the Development Contract, Termination Date, states that, unless earlier terminated as provided below, the termination date shall be upon the later of June 30, 2008 or Developer’s and County’s full performance of all requirements under this Contract.
- D.** County and Developer desire to enter into this Termination to verify and confirm completion of the Required Improvements and to remove the Development Contract as an encumbrance to title against the Real Property.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES above mentioned, for and in consideration of the mutual obligations hereinafter stated, as follows:

1. **Recitals.** The Recitals to this Agreement set forth above are hereby incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals.
2. **Real Property Description.** The real property subject to this Termination (the “Real Property”) is identified as Lot 4, NEWBERRY NEIGHBORHOOD, Deschutes County, Oregon and described in the attached Exhibit A.
3. **Termination.** The County and Developer hereby terminate the Development Contract pursuant to Section 3.1 of the Development Contract and acknowledge and agree that the Development Contract shall be of no further force or effect.
4. **Counterparts.**
  - 4.1 This Termination may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
  - 4.2 Each copy of this Termination so executed shall constitute an original.
  - 4.3 If this Termination is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Termination.
5. **Captions.**
  - 5.1 The captions contained in this Termination were inserted for the convenience of reference only.
  - 5.2 Captions do not, in any manner, define, limit, or describe the provisions of this Termination or the intentions of the parties.
6. **Effective Date.** Notwithstanding mutual execution of this Termination, this Termination shall not become effective until recorded.

[Signatures Pages Follow]

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

**BOARD OF COUNTY  
COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON**

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice-Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PATTI ADAIR, and PHIL CHANG the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public, State of Oregon

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

\_\_\_\_\_  
Victor R. Russell

\_\_\_\_\_  
Vicki L. Russell

SAGEBRUSH DEVELOPMENT LLC

By: \_\_\_\_\_  
Victor R. Russell, Member

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Victor R. Russell and Vicki L. Russell, and Victor R. Russell as Member of Sagebrush Development LLC, and acknowledged the foregoing instrument on behalf of Developer

DATED this \_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public, State of Oregon

REVIEWED  
*JL*  
LEGAL COUNSEL

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2007-38888



NO FEE

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07/13/2007 04:54:31 PM

D-AG Cnt=1 Stn=23 SRB  
This is a no fee document

After recording return to:  
Deschutes County  
Property Management Department  
1300 NW Wall St., Suite 200  
Bend, OR 97701

DEVELOPMENT CONTRACT for NEIGHBORHOOD PARK and COLLECTOR ROADS  
Quadrant 1C in the Newberry Neighborhood

RECITALS

WHEREAS, Victor R. Russell and Vicki L. Russell ("the Russells") own real property in the City of La Pine known as Quadrants 1a, 1b and 1d, defined in Section 5, and more particularly described in Exhibit "A"; and

WHEREAS, the Russells and Sagebrush Development LLC (together "Developer") will develop said land as provided for in the County approved Quadrant Plan QP-06-1, attached as Exhibit "B" and incorporated by reference herein; and

WHEREAS, the Quadrant Plan approval in File No. QP-06-1 requires Developer to construct a neighborhood park and collector roads, as defined in Section 5; and

WHEREAS, Deschutes County, a political subdivision ("County") owns the real property known as Quadrant 1c, as defined in Section 5; and more particularly described in Exhibit "C", and

WHEREAS, portions of the collector roads and a portion of the neighborhood park lie within Quadrant 1c; and

WHEREAS, Developer and County wish to cooperate in the development of the collector roads and the neighborhood park;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **Recitals.** All recitals are incorporated here by reference.
2. **Effective Date.** The effective date of this Contract shall be the date on which each party has signed this Contract.
3. **Termination Date.**
  - 3.1. Unless earlier terminated as provided below, the termination date shall be upon the later of June 30, 2008 or Developer's and County's full performance of all requirements under this Contract.

**4. General Provisions.**

- 4.1. Time is of the Essence.** Developer agrees that time is of the essence in the performance of this Contract.
- 4.2. Consideration.** Payment under this Contract shall be made as set forth in Section 8.
- 4.3. No Third Party Beneficiaries.** County and Developer are the only parties to this Contract and are the only parties entitled to enforce its terms.
- 4.3.1 Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 4.4. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
- 4.5. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Developer or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing.
- 4.5.1. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
- 4.5.2. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- 4.5.3. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County's Administrator.
- 4.5.4. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Developer:

Victor Russell  
PO Box 2520  
LaPine, Oregon 97739

Fax No. 541-536-3526

To County:

County Administrator  
Deschutes County Administration  
1300 NW Wall Street, Ste 200  
Bend, Oregon 97701

Fax No. 541-388-4752

**4.6. Statutory Warning.**

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS**

**AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

**4.7. Confidentiality.** Developer shall maintain confidentiality of information obtained pursuant to this Contract and shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Developer's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

4.7.1. The Developer shall ensure that its agents, employees, officers and subcontractors with access to County and Developer records understand and comply with this confidentiality provision.

**4.8. Compliance with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. Debt Limitation.** This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

4.8.1. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

**4.9. Developer Not An Agent of County.** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer delivers services under this Contract or exercise any control over the activities of Developer.

4.9.1. Developer is not an officer, employee or agent of County as those terms are used in ORS 30.265.

**4.10. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Developer in connection with activities carried out under this contract, and shall have no obligation with respect to Developer's debts or any other liabilities of each and every nature.

**4.11. Indemnity and Hold Harmless.** Developer shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Developer or its officers, employees, contractors, or agents under this Contract.

4.11.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Developer and its officers,

employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

**4.12. Waiver.** County's delay in exercising or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

4.13.1. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**4.13. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

4.13.1. Any claim, action, suit or proceeding (collectively, "Claim") between County and Developer that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

4.13.2. DEVELOPER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONA JURISDICTION OF SAID COURTS.

4.13.3. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**4.14. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

**4.15. Anti-discrimination Clause.** Developer agrees that no person shall, on the grounds of face, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Contract when employed by Developer.

4.15.1. Developer agrees to comply with the Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

4.15.2. Further, Developer agrees to not discriminate against minority-owned, women-owned or emerging small businesses in awarding subcontracts as required by ORS 279A.100, 279A.105 and 279A.110.



**4.16. Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

**4.17. Delegation, Subcontracts and Assignment.** Developer shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County that shall be attached to the original contract and such consent shall not be unreasonably withheld.

4.17.1. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.

4.17.2. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.

4.17.3. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.

4.17.4. Prior written approval shall not be required for the purchase by the Developer of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.

4.17.5. Any subcontracts that the County may authorize shall contain all requirements of this contract, and the Developer shall be responsible for the performance of the subcontractor.

**4.18. Merger Clause.** This Contract and the attached exhibits and referenced documents constitute the entire agreement between the parties.

4.18.1. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

4.18.2. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

4.18.3. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**4.19. Survival.** All rights and obligations under this contract shall not merge with any deed and the recordation of it in the official records.

## **5. General Definitions**

County Park Section means that portion of the Neighborhood Park proposed to be located on County owned Quadrant 1c.

Creekside Village means the name approved for the subdivision of Quadrants 1a, 1b and 1d. If the County approved name of the subdivisions in those quadrants changes, all references to Creekside Village shall also include the newly approved subdivision name.

DCC means Deschutes County Code.

First Final Plat means the First Final Plat to be approved for Creekside Village in Quadrant 1a.

Memorial Way Extension means the construction of Memorial Way eastward from Huntington Drive to and around the Neighborhood Park with the entire right-of-way lying completely within Quadrant 1c.

Neighborhood Park means the land designated as the Neighborhood Park on the Tentative Plan approved by County, a draft of which is attached as Exhibit "D".

Neighborhood 1 means that area of land in the Newberry Neighborhood designated on County's Comprehensive Plan Map, DCC 23.40 Figure 11, as Neighborhood 1, and is a quarter (1/4) area of the Newberry Neighborhood.

Newberry Neighborhood means that area of land, approximately 518 acres in size south of Burgess Road, north of Reed Road, West of Highway 97, East of Huntington Road and described in the Deschutes County Comprehensive Plan, DCC Chapter 23.44, as the "New Neighborhood."

Phase means a portion of a subdivision approved for phased development in accordance with DCC Title 17.24.030.

Property means that real property legally described in Exhibit "C".

Quadrant means approximately one-quarter (1/4) area of Neighborhood 1.

Quadrants 1a, 1b, 1c and 1d means those areas of land in the Newberry Neighborhood designated on County's Comprehensive Plan Map, DCC 23.40 Figure 11, as Quadrants 1a, 1b, 1c, and 1d, and more particularly described in Exhibit "E".

Quadrant Plan means the Developer's plan for Quadrant 1a approved in County File No. QP-06-1.

**6. Developer shall perform the following work:**

- 6.1. Prior to First Final Plat approval, Developer shall construct the Neighborhood Park facilities in substantial conformance with the plan in the Quadrant Plan, Condition No. 9, at no cost to County.
- 6.2. Prior to the lot line adjustment required in Sections 6.3 and 6.4, Developer shall survey the County Park Section and the Memorial Way Extension in its entirety, as depicted in Developer's County approved Tentative Plan and shall prepare the legal descriptions for the County Park Section of the Neighborhood Park and for the Memorial Way Extension.
- 6.3. Prior to First Final Plat approval, Developer shall apply and receive approval for a lot line adjustment to transfer the County Park Section from Quadrant 1c to Quadrant 1a.

- 6.4. Prior to First Final Plat approval, Developer shall apply and receive approval for lot line adjustments to transfer all of the Memorial Way Extension from Quadrant 1c to Quadrant 1a.
- 6.5. Prior to First Final Plat approval, Developer shall develop and ensure that each lot in Quadrants 1a, 1b and 1d are encumbered by irrevocable covenants, conditions and restrictions ("CC&Rs") for Creekside Village in Quadrant 1a providing for the maintenance of the Neighborhood Park by the Creekside Village homeowner's association, free of charge to the public.
- 6.6. Prior to First Final Plat approval, Developer shall submit the draft CC&Rs to the County Community Development Department for approval by the County of the Neighborhood Park maintenance provisions.
- 6.7. Developer shall deed or include on the Final Plat of all phases of Creekside Village in Quadrant 1a a declaration transferring the Neighborhood Park to the Creekside Village homeowner's association upon completion of construction of the Neighborhood Park facilities.
- 6.8. Upon completion of the Neighborhood Park facilities, and prior to First Final Plat approval and transfer to the Creekside Village homeowners association, Developer shall dedicate the Neighborhood Park to the public.
- 6.9. Prior to First Final Plat approval for Creekside Village in Quadrant 1a, Developer shall construct the Memorial Way Extension.
- 6.10. Developer shall construct the Neighborhood Park and the Memorial Way Extension in compliance with the applicable, if any, State or Federal requirements for public work contract bids, prevailing wages and hours for public works projects.
  - 6.10.1. In addition to the requirements in Section 4.11., Developer shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the Developer or its officers, employees, contractors, or agents compliance with or violation of this section.
- 6.11. Developer agrees that this contract does not constitute a land use permit, nor does acceptance of this Contract by Developer constitute approval of any legislative or quasi-judicial action required as a condition precedent to the use of the land for the intended purpose.
- 6.12. Developer agrees that County is not obligated in any way to reimburse Developer for any expenses incurred in the preparation of any documents related to any land use approval for any portion of Neighborhood 1.
- 6.13. Within ten (10) days of notification by County of any failure to adhere to Deschutes County Code or any condition of development approval imposed by County, Developer must correct deficiencies, provide just cause as to why deficiencies are not correctable, or provide just cause why such notice of failure is not reasonable.

- 6.14. Developer is responsible for all costs for and construction of any required pedestrian improvements, including ADA accessible trails and sidewalks, within the County Park Section and the Memorial Way Extension.
- 6.15. Developer agrees that County may delay the related land use approvals until the Developer complies with the provisions of this contract.
- 6.16. In all construction in Quadrants 1a, 1b and 1d, Developer shall preserve as many trees as possible.
  - 6.16.1. Prior to construction of the Memorial Way Extension or the Park, Developer shall submit to the County Community Development Department for County approval a tree removal plan for those areas.

**7. County' Obligations.**

- 7.1. Within fourteen days of County receipt of an original of this agreement with signatures of all Parties, County will sign Developer's First Tentative Plan application for the Creekside Village in Quadrant 1a.
- 7.2. Within thirty (30) days of receipt of the draft CC&Rs pursuant to Section 6.5., County shall approve or request revisions to the CC&Rs.
  - 7.2.1. Developer shall submit revised CC&R's consistent with County's requested revisions to County, which shall approve them or provide further requested revisions within 30 days.
  - 7.2.2. This process shall be repeated until the CC&R's are acceptable to County.
- 7.2. Within thirty (30) days of County approval of the lot line adjustment incorporating the County Park Section and the Memorial Way Extension into Developer's property, County will convey to Developer the County Park Section and those portions of the Memorial Way Extension on County Property using the Bargain and Sale Deed attached as Exhibit "F" and incorporated herein by reference.
- 7.3. The County Community Development Department Director or his/her designee shall approve or amend the tree removal plan within fourteen (14) days of Developer's submission of the tree removal plan required in Section 6.18.

**8. Consideration.**

- 8.1. Developer shall be responsible for the total cost of surveying and constructing the County Park Section and the Memorial Way Extension.
- 8.2. Developer shall be responsible for the total cost of the lot line adjustments for the County Park Section and the Memorial Way Extension.

9. Recording.

9.1. Developer shall be responsible for the recording of this Contract in the Deschutes County deed records.

DEVELOPER:

Dated this 5 of July, 2007

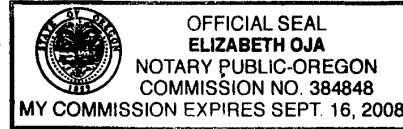
Victor R. Russell  
Victor R. Russell

STATE OF OREGON        )  
  ) ss.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Victor R. Russell and acknowledged the foregoing instrument.

DATED this 5 day of July, 2007.

Elizabeth Oja  
Notary Public for Oregon  
My Commission Expires September 16, 2008



Dated this \_\_\_\_\_ of \_\_\_\_\_, 2007

\_\_\_\_\_  
Vicki L. Russell

STATE OF OREGON        )  
  ) ss.  
County of Deschutes    )

Before me, a Notary Public, personally appeared \_\_\_\_\_ and acknowledged the foregoing instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

MORE SIGNATURES ON FOLLOWING PAGE

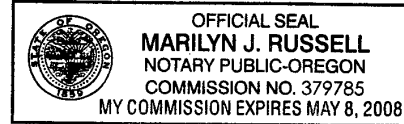
Dated this 5<sup>th</sup> of July, 2007

STATE OF OREGON            )  
  ) ss.  
County of Deschutes        )

Before me, a Notary Public, personally appeared Vicki L. Russell and acknowledged the foregoing instrument.

DATED this 5<sup>th</sup> day of July, 2007.

Marilyn J. Russell  
Notary Public for Oregon  
My Commission Expires: May 8, 2008



Vicki L. Russell  
Vicki L. Russell

Dated this 5 of July, 2007

Victor R. Russell

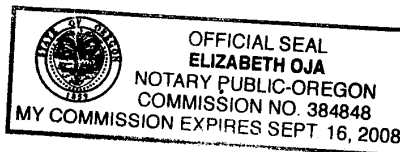
Victor R. Russell, Member  
Sagebrush Development LLC

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

Before me, a Notary Public, personally appeared Victor R. Russell and acknowledged the foregoing instrument as the authorized member of Sagebrush Development LLC.

DATED this 5 day of July, 2007.

Elizabeth Oja  
Notary Public for Oregon  
My Commission Expires: September 16, 2008



COUNTY:

Dated this 14th of July, 2007

BOARD OF COUNTY COMMISSIONERS

Michael M. Daly  
MICHAEL M. DALY, CHAIR

ATTEST:

Bonnie Baker  
Recording Secretary

Dennis R. Luke  
DENNIS R. LUKE, COMMISSIONER

Tammy Baney  
TAMMY BANEY, COMMISSIONER

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

Before me, a Notary Public, personally appeared MICHAEL M. DALY, DENNIS R. LUKE, TAMMY BANEY, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this 11th day of July, 2007.

Bonnie Baker  
Notary Public for Oregon  
My Commission Expires: Feb. 23, 2011

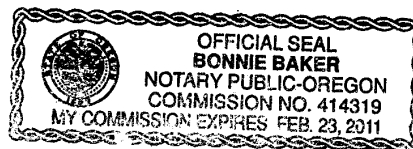
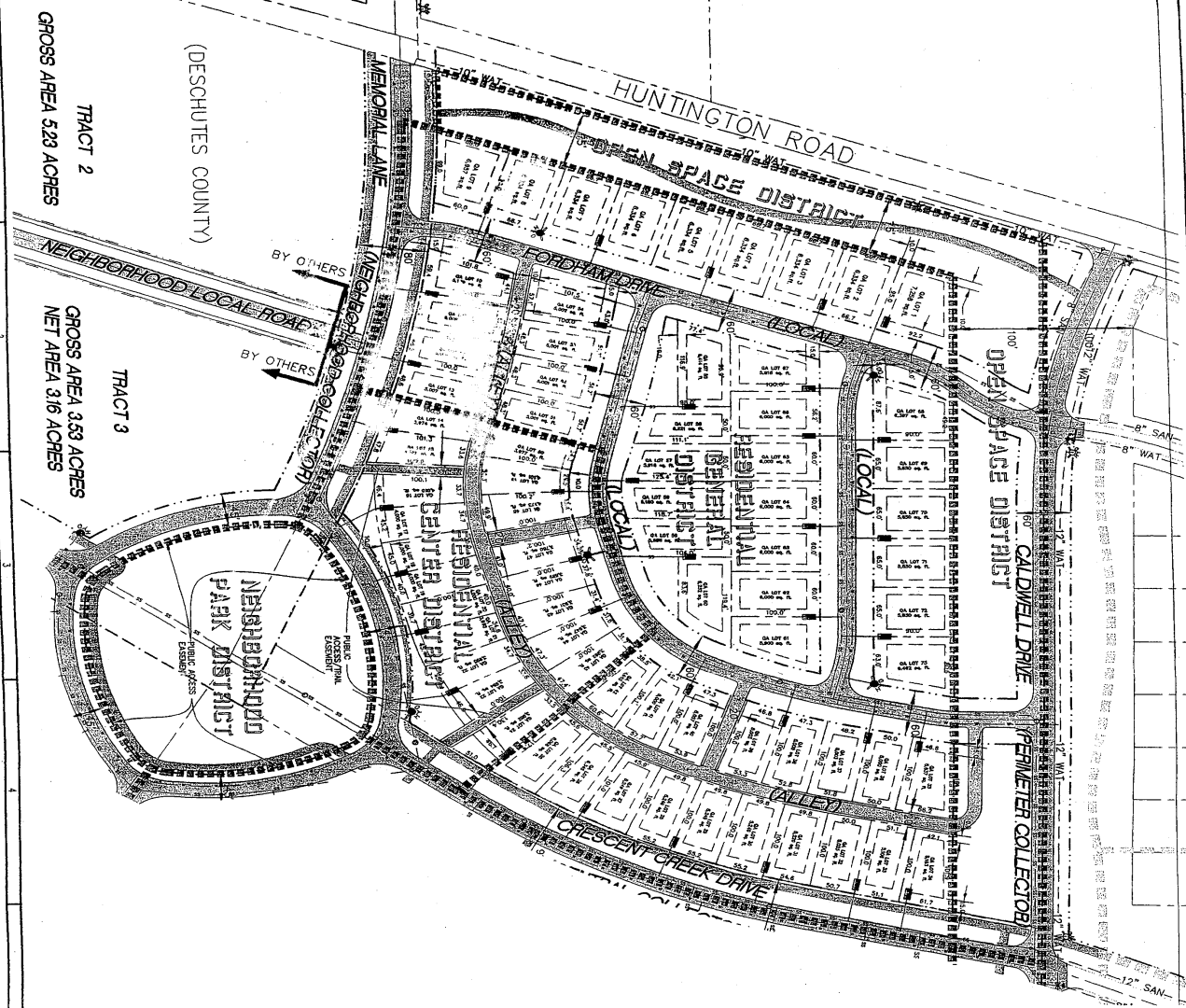


EXHIBIT "A"

Lot 4, NEWBERRY NEIGHBORHOOD, Deschutes County, Oregon

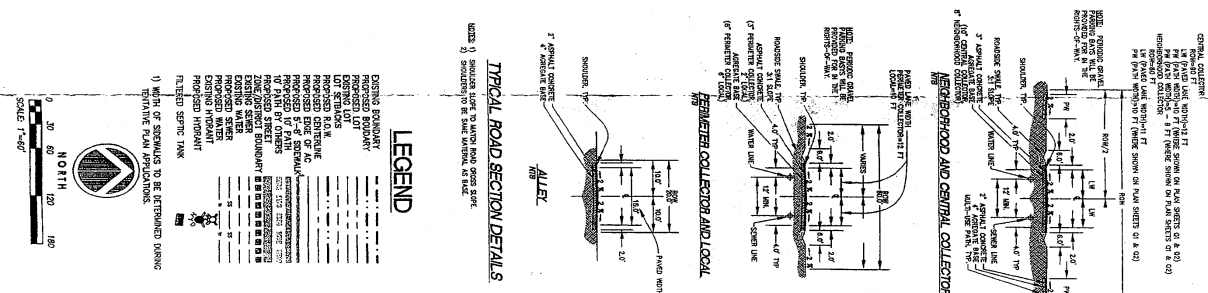




TRACT 2  
GROSS AREA 523 ACRES

TRACT 3  
GROSS AREA 353 ACRES  
NET AREA 316 ACRES

(DESCHUTES COUNTY)



DATE	10/2/06
DESIGN BY	JMS
DRAWN BY	A. STEELE
CHECKED BY	A. STEELE
SCALE	AS SHOWN
PROJECT NO.	
CLIENT	

**HWA** SURVEYORS, ENGINEERS & PLANNERS

HICKMAN, WILLIAMS & ASSOCIATES, INC.  
688 NW YORK DRIVE, BEND, OREGON 97701  
PHONE: (541) 338-9333 FAX: (541) 338-3416  
EMAIL: jhw@hwa.com

QUADRANT PLAN  
QUADRANT 1A, 1B AND 1D  
CONCEPTUAL TENTATIVE PLAN  
FOR QUADRANT 1A  
DESCHUTES COUNTY OREGON



03

EXHIBIT "C"

Parcel Two (2) of Partition Plat 2004-47, a parcel of land located in the North Half (N1/2) of Section Eleven (11), Township Twenty-two (22) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon.

THIS IS TO BE PREPARED ALONG WITH THE PLANNING PLAN FOR THE PROPOSED SUBDIVISION. THE PREPARATION OF THIS PLAN IS THE RESPONSIBILITY OF THE SUBMITTER.

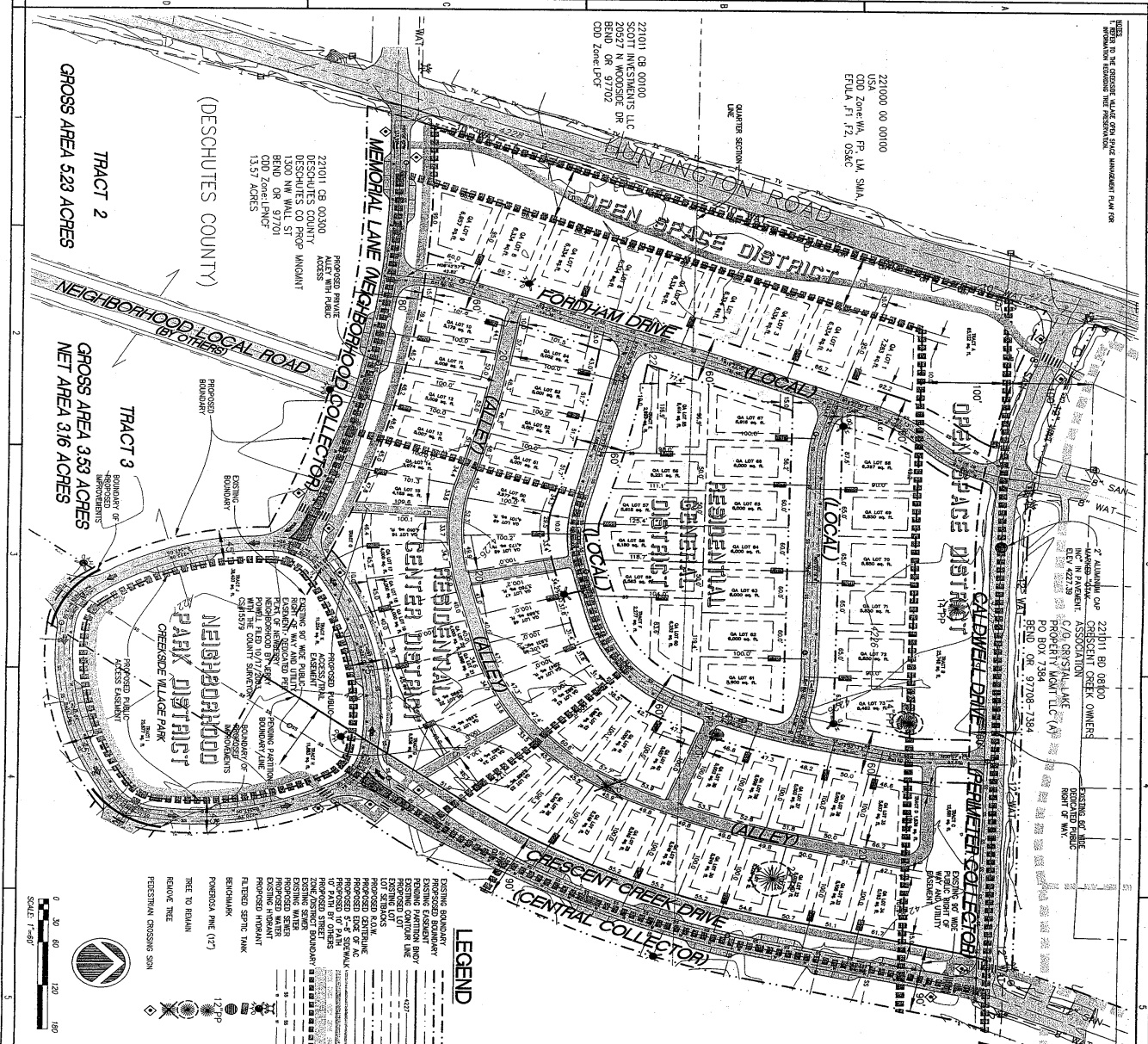
221000 00 00100  
USA Zone WA, PP, LW, SNA,  
EPLD, J1, J2, OS&C

221011 00 00100  
SCOTT INVESTMENTS LLC  
20527 N WOODSIDE DR  
BEND OR 97702  
CDD Zoned LPOF

221011 00 00300  
DESCHUTES COUNTY  
DESCHUTES CO PROP W/MOUNT  
BEND OR 97701  
CDD Zoned LPOF  
13.57 ACRES

TRACT 2  
GROSS AREA 5.23 ACRES

TRACT 3  
GROSS AREA 3.50 ACRES  
NET AREA 3.16 ACRES



# TENTATIVE PLAN FOR QUADRANT 1A OF THE LA PINE NEIGHBORHOOD PLANNING AREA

LOCATED ON LOT 4 OF THE PLAT OF NEWBERY NEIGHBORHOOD LOCATED IN SECTION 11, TOWNSHIP 22 SOUTH, RANGE 10 EAST WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

OWNER:  
SCOTT INVESTMENTS LLC  
20527 N WOODSIDE DR  
BEND, OREGON 97702  
(503) 338-4081

ENGINEER/ARCHITECT:  
HICKMAN, WILLIAMS & ASSOCIATES, INC.  
698 NW 100th Drive, Bend, Oregon 97701  
PHONE: (541) 338-5416 FAX: (541) 338-5416  
EMAIL: hwa@hwa-inc.org

PROPOSED PLANT USE:  
RESIDENTIAL  
HISTORIC/RESIDENTIAL/HISTORICAL  
HISTORIC/RESIDENTIAL/HISTORICAL  
RESIDENTIAL/COMMERCIAL/INDUSTRIAL  
RESIDENTIAL/COMMERCIAL/INDUSTRIAL

PROPOSED PLANT USE:  
RESIDENTIAL  
HISTORIC/RESIDENTIAL/HISTORICAL  
HISTORIC/RESIDENTIAL/HISTORICAL  
RESIDENTIAL/COMMERCIAL/INDUSTRIAL  
RESIDENTIAL/COMMERCIAL/INDUSTRIAL

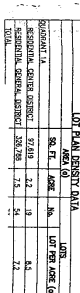
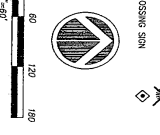
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HISTORIC/RESIDENTIAL/HISTORICAL  
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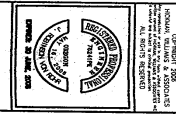
BOUNDARY TYPE	LINE STYLE	LOT AREA (SQ. FT.)	LOT AREA (ACRES)
EXISTING PLANT BOUNDARY	Solid line	17,311	0.39
PROPOSED PLANT BOUNDARY	Dashed line	2,311	0.05
TOTAL		19,622	0.44

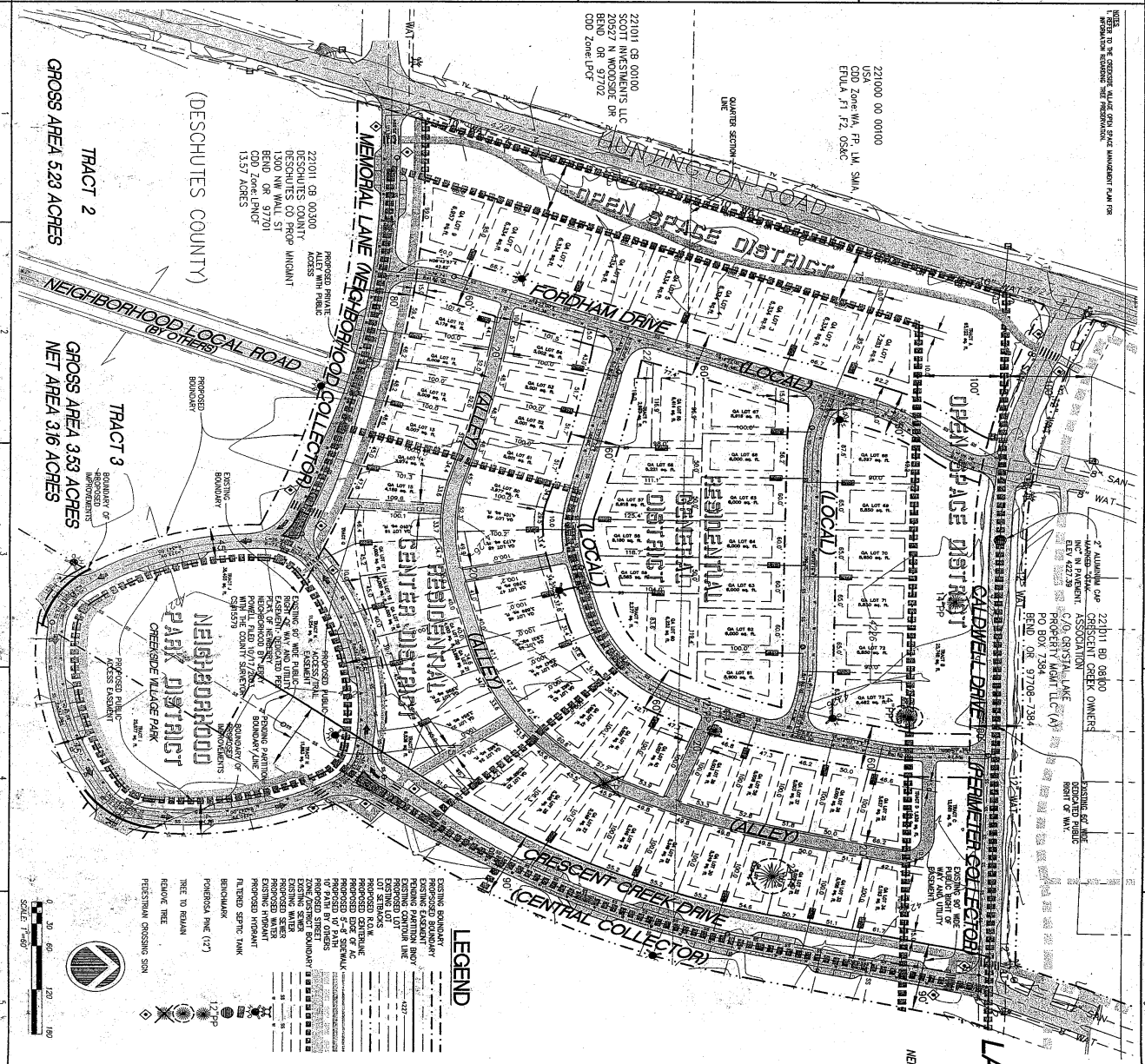
DATE	BY	REVISION
1/18/07	JHW	ISSUED FOR PERMIT
1/18/07	JHW	REVISION 1 - 1.1.1.1
1/18/07	JHW	REVISION 2 - 1.1.1.1

EXHIBIT "D"  
Development Contract - Document No. 2007-349

**HWA** SURVEYORS, ENGINEERS & PLANNERS  
**HICKMAN, WILLIAMS & ASSOCIATES, INC.**  
698 NW 100th Drive, Bend, Oregon 97701  
PHONE: (541) 338-5416 FAX: (541) 338-5416  
EMAIL: hwa@hwa-inc.org

## TENTATIVE SUBDIVISION PLAN QUADRANT 1A SITE PLAN CITY OF LA PINE OREGON





TRACT 2  
GROSS AREA 5.23 ACRES  
(DESCHUTES COUNTY)

TRACT 3  
GROSS AREA 3.53 ACRES  
NET AREA 3.16 ACRES

221011 09 00000  
DESCHUTES COUNTY  
DESCHUTES CO PROP MNGMT  
1300 NW WALL ST  
BEND OR 97701  
CO#1 ZONE-PVZ  
1537 ADRES

221011 09 00100  
SCOTT INVESTMENTS LLC  
20827 N WOODSIDE DR  
OREGON 97131  
CSD Zone-PVZ

221000 00 00100  
USA  
CDD Zone-WA, FP, LM, SWM,  
ERUA, FT, Z2, OS&C

221011 00 08100  
2nd Attn: D. G. P.  
Meredith-Clark  
INC IN PRESENT  
DISTRICT OF WASH.  
C/O GRANT LANE LLC (A) 900  
PROBETTY MOUNT LANE  
BEND, OR 97708-7394

EXISTING REF. MARK  
CORRESPONDING PUBLIC  
RIGHT OF WAY



**LEGEND**

- EXISTING BOUNDARY
- PROPOSED BOUNDARY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- EXISTING ROAD
- PROPOSED ROAD
- EXISTING WATER
- PROPOSED WATER
- EXISTING HYDRAUNT
- PROPOSED HYDRAUNT
- FILTERED SEPTIC TANK
- PURCHASE LINE (P)
- THEE TO REMAIN
- REMOVE THEE
- PRESTIPLIN DISPOSITION

**TENTATIVE PLAN  
FOR  
QUADRANT 1A  
OF THE  
LA PINE NEIGHBORHOOD  
PLANNING AREA**

LOCATED ON LOT 4 OF THE PLAT OF NEHERRY  
NEIGHBORHOOD LOCATED IN SECTION 11, TOWNSHIP 22  
SOUTH, RANGE 10 EAST WILLAMETTE MERIDIAN,  
DESCHUTES COUNTY, OREGON

**OWNER:** PROPOSED BY SCOTT INVESTMENTS LLC

**OWNER/ADJACENT:** GRANT LANE LLC (A) 900 PROBETTY MOUNT LANE BEND, OR 97708-7394

**OWNER/ADJACENT:** MEREDITH-CLARK INC IN PRESENT DISTRICT OF WASH. C/O GRANT LANE LLC (A) 900 PROBETTY MOUNT LANE BEND, OR 97708-7394

**OWNER/ADJACENT:** USA CDD Zone-WA, FP, LM, SWM, ERUA, FT, Z2, OS&C

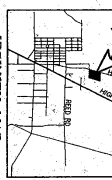
**OWNER/ADJACENT:** SCOTT INVESTMENTS LLC 20827 N WOODSIDE DR OREGON 97131 CSD Zone-PVZ

**OWNER/ADJACENT:** DESCHUTES COUNTY DESCHUTES CO PROP MNGMT 1300 NW WALL ST BEND OR 97701 CO#1 ZONE-PVZ 1537 ADRES

**OWNER/ADJACENT:** 221011 09 00100

**LEGEND**

- EXISTING BOUNDARY
- PROPOSED BOUNDARY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- EXISTING ROAD
- PROPOSED ROAD
- EXISTING WATER
- PROPOSED WATER
- EXISTING HYDRAUNT
- PROPOSED HYDRAUNT
- FILTERED SEPTIC TANK
- PURCHASE LINE (P)
- THEE TO REMAIN
- REMOVE THEE
- PRESTIPLIN DISPOSITION



**VICINITY MAP**

LOT 4 OF THE PLAT OF NEHERRY NEIGHBORHOOD

SECTION	TOWNSHIP	RANGE	MERIDIAN
11	22	10	EAST
11	22	10	EAST
11	22	10	EAST

**TENTATIVE SUBDIVISION PLAN  
QUADRANT 1A  
SITE PLAN**

CITY OF LA PINE OREGON

Contract No. 2007-2008  
HICKMAN, WILLIAMS & ASSOCIATES  
REGISTERED PROFESSIONAL ENGINEERS  
1216 S. WALTON ST. LA PINE, OREGON 97631  
PHONE: (503) 858-1951 FAX: (503) 858-1952

**HICKMAN, WILLIAMS & ASSOCIATES, INC.**  
SURVEYORS, ENGINEERS & PLANNERS  
838 NW YORK DRIVE, BEND, OREGON 97701  
PHONE: (503) 858-1951 FAX: (503) 858-1952  
EMAIL: jws@hwa-inc.org

DESIGNED BY: HWA  
DRAWN BY: J. COLLET  
SCALE: 1"=60'  
DATE: 1/16/07



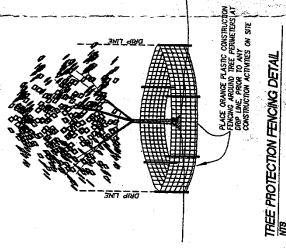
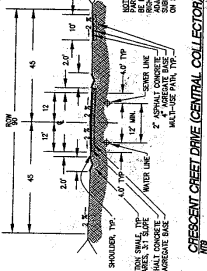
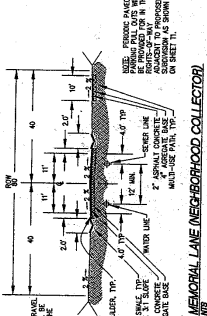
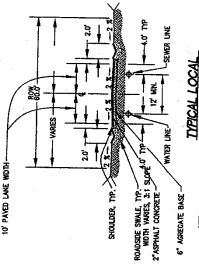
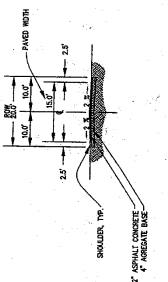
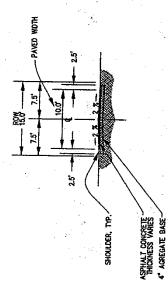


TENTATIVE SUBDIVISION PLAN  
 QUADRANT 1A  
 MISC DETAILS  
 CITY OF LA FINE OREGON

HICKMAN WILLIAMS & ASSOCIATES, INC.  
 SURVEYORS, ENGINEERS & PLANNERS  
 688 NW YORK DRIVE, BEASLEY, OREGON 97101  
 PHONE: (503) 388-8251 FAX: (503) 388-5416  
 EMAIL: hwa@hwa-inc.com

DESIGNED BY:	DATE:
DRAWN BY:	DATE:
CHECKED BY:	DATE:
SCALE:	DATE:
TITLE:	DATE:
1/15/07	

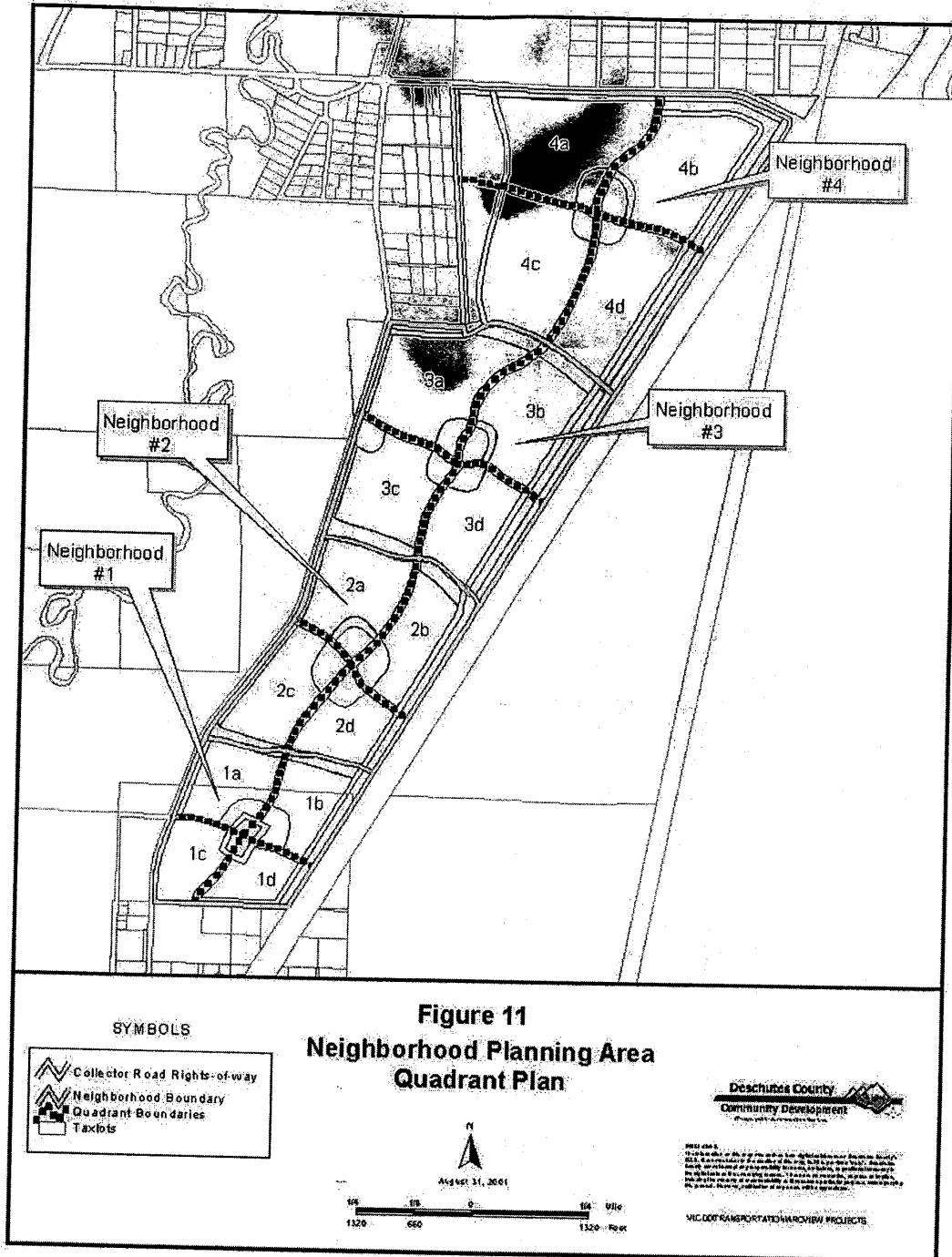
72



**TYPICAL ROAD SECTION DETAILS**

NOTE: 1. SHOULDER SLOPE TO MATCH ROAD CROSS SLOPE.  
 2. SHOULDER TO BE 1% MINIMUM TO DRAIN.

EXHIBIT "E"





REVIEWED  
LEGAL COUNSEL

EXHIBIT "F"

For Recording Stamp Only

After Recording, Return To: Victor R Russell and Vicki L Russell  
PO Box 2520  
LaPine, OR 97739

After Recording, Forward All Tax Statements To: SAME

BARGAIN AND SALE DEED

DESCHUTES COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the VICTOR R RUSSELL AND VICKI L RUSSELL, Grantee, that parcel of land described in Exhibit "A" attached hereto and by this reference incorporated herein.

SUBJECT TO all encumbrances of record and those common and apparent on the land.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.**

The consideration for this conveyance is full performance of all requirements contained in Development Contract Quadrant 1C in Newberry Neighborhood, dated \_\_\_\_\_ and recorded \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
MICHAEL M. DALY, Chair

ATTEST:

\_\_\_\_\_  
DENNIS R. LUKE, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
TAMMY BANEY, Commissioner

STATE OF OREGON )

County of Deschutes ) ss.

Before me, a Notary Public, personally appeared MICHAEL M. DALY, DENNIS R. LUKE and TAMMY BANEY the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_