

**AFTER RECORDING RETURN TO:**

Boivin, Uerlings & Dilaconi, P.C.  
803 Main Street - Suite 201  
Klamath Falls, OR 97601-6070

State of Oregon, County of Klamath  
Recorded 06/02/05 2:22 p m  
Vol M05 Pg 41054-56  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

**SUBDIVISION NAME: TRACT 1432 - QUAIL POINT ESTATES**  
**SUB-DIVIDER: ORE-CAL LAND DEVELOPMENT, LLC**

**SUBDIVISION DEVELOPMENT AGREEMENT**

A. This Agreement is made between the CITY OF KLAMATH FALLS, an Oregon corporation (hereinafter "CITY") and ORE-CAL LAND DEVELOPMENT, LLC, an Oregon Limited Liability Company (hereinafter "SUB-DIVIDER"), for the purpose of insuring operation and maintenance of the drainage facilities and pond located on Parcel B of said "Tract 1432 - Quail Point Estates" (hereinafter "SUBDIVISION").

B. The Parties agree that good and valuable consideration exists as a basis for this Agreement including, but not limited to, the City's approval of the SUBDIVISION and the provision of City Services to the SUBDIVISION, which SUB-DIVIDER agrees is a special benefit to the SUBDIVISION.

C. This Agreement is binding upon the SUB-DIVIDER, the SUB-DIVIDER'S successors (Quail Point Estates Homeowner's Association, Inc.), both jointly and individually, and shall be recorded in the office of the County Clerk and recorded in order to put prospective purchasers and other interested parties on notice of any of its terms. Additionally, the SUB-DIVIDER agrees to notify subsequent purchasers of the subdivision or any portion thereof, of the existence of the Agreement and the purchaser's potential obligations hereunder.

D. The SUB-DIVIDER will maintain the drainage facilities within the Common Area B and the Detention Pond. These facilities consist of 50 feet of 8 inch storm pipe, 35 feet of 12 inch storm pipe, 30 feet of 10 inch storm pipe, 3 bubble outs and the detention pond.

E. The SUB-DIVIDER shall install and maintain Common Areas A through F.

F. The SUB-DIVIDER will install the following improvements in accordance with the plans and specifications filed and approved by the City of Klamath Falls, Oregon:

- F.1. Grading Improvements (\$126,500.00)
- F.2. Street Improvements (\$362,628.00)
- F.3. Water Improvements (\$179,500.00)
- F.4. Sewer Improvements (\$222,416.00)
- F.5. Storm Drain Improvements (\$48,370.00)
- F.6. Other Improvements (\$25,452.00)

G. The SUB-DIVIDER WILL GRANT TO THE City of Klamath Falls, Oregon a 16 foot Right- of Way touching on Lots 12, 13, 22, & 23 for the purpose of maintaining and repairing the City of Klamath Falls Sanitary Sewer line located in that area.

H. The SUB-DIVIDER has a Letter Agreement with adjacent property owners, Kevin J and Denise A. Buck which allows for the draining of storm water across his property to allow for the run off of said storm water to the down-stream detention area. ( See Attached Exhibit A.)

I. The SUB-DIVIDER shall have all infrastructure improvements completed no later than October 1, 2006.

J. The SUB-DIVIDER warrants the improvements free from defects in materials and workmanship for a period of one (1) year after acceptance of the improvements.

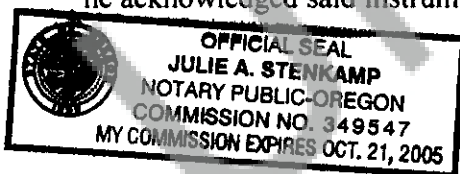
K. Pursuant to ORS 94.635(3) a Turnover meeting shall be held, no later than one hundred twenty (120) days after Lots representing 75 percent (75%) of the Lots have been conveyed by the SUB-DIVIDER. Notice for this meeting shall be given in conformance with the Quail Point Estates Homeowner's Association, Inc., Bylaws for a Special Meeting of the Shareholders. Any Lot owner may call the Turnover Meeting under ORS 94.609. The purpose of the Turnover meeting shall be to conform to the provisions of ORS 94.609.

Dated this 25 day of May, 2005.

Jim Hogue  
Jim Hogue, President  
Ore-Cal Land Development, LLC

STATE OF OREGON )  
County of Klamath )

Personally appeared, Jim Hogue, who being duly sworn, stated he is the President and Secretary of Quail Point Estates Homeowners Association, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument was its voluntary act and deed, before me.



Julie A. Stenkamp  
Notary Public for Oregon  
My commission expires: 10/21/05

Dated this 1st day of June, 2005.

CITY OF KLAMATH FALLS, OREGON

Jeff Ball  
By: Jeff Ball O.K. to sign RUA 6/1/05  
Its: City Manager


ATTESTED this 1st day of June, 2005.

Kusad Olson  
By: \_\_\_\_\_  
Its: City Recorder

April 26, 2005

City of Klamath Falls, Oregon  
To Whom It May Concern:

This letter serves as written permission for the storm water, or other water run-off that may drain from the holding pond on Quail Point Estates, to drain along my property (lots 9 and 10 of Lake Ridge Park subdivision), to the detention pond to be located on Quail Point Estate's property.

  
Kevin J. Buck & Denise A. Buck      Date  
940 Lake Ridge Court  
Klamath Falls, Oregon 97601  
541-273-0269


  
Jim Hogue      Date  
Owner, Quail Point Estates  
Ore-Cal Land Development, LLC  
32159 Transformer Road  
Malin, OR 97632

EXHIBIT NO. A