

## WARRANTY DEED - STATUTORY FORM

The City of Redmond, a municipal corporation, Grantor, conveys and warrants to Tektronix, Inc., an Oregon corporation, Grantee, the following described real property (the "premises") free of encumbrances except as specifically set forth herein situated in Deschutes County, Oregon:

A tract of land located in Sections Twenty-one (21) and Twenty-two (22), Township Fifteen (15) South, Range Thirteen (13) East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 3" Brass Cap marking the South one-quarter corner of said Section 21; thence North 89° 28' 00" East, following the South line of said Section 21, a distance of 662.76 feet to the Southwest corner of the East one-half of the Southwest one-quarter of the Southeast one-quarter of said Section 21; thence continuing along said South line North 89° 28' 00" East a distance of 60.00 feet to the "True Point of Beginning"; thence North 00° 05' 28" East along a line 60.00 feet East of and parallel with West line of the East one-half of the Southwest one-quarter of the Southeast one-quarter of said Section 21 a distance of 2,329.06 feet; thence East a distance of 2,982.67 feet to the Westerly right of way line of Airport Way; thence following said right of way line along the arc of a 1,040.00 foot radius curve right 852.42 feet (chord bears South 30° 34' 38" West 828.76 feet); thence South 54° 03' 28" West along said right of way line a distance of 2,414.95 feet; thence following the arc of a 1,040.00 foot radius curve right 642.72 feet (chord bears South 71° 45' 44" West 632.54 feet) to the South line of said Section 21; thence South 89° 28' 00" West following the South line of said Section 21, a distance of 8.85 feet to the "True Point of Beginning" the terminus of this description.

SUBJECT TO: Easement granted to Pacific Power and Light Company recorded May 7<sup>th</sup>, 1980, in book 321 at page 306, Deschutes County Deed Records.

SUBJECT TO: The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property described above together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Redmond Municipal Airport (Roberts Field).

SUBJECT TO: The Grantee expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land conveyed hereunder that would violate the standards established in Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace, as amended. In the event the aforementioned covenant is breached, the Grantor reserves the right to enter on the land conveyed hereunder and to remove, lower, mark, or light the offending structure, tree, or other object, all of which shall be at the expense of the Grantee.

SUBJECT TO: The Grantee expressly agrees for itself its successors and assigns to prevent any use of the above described real property which would interfere with landing or taking off of aircraft at the Redmond Municipal Airport (Roberts Field), or otherwise constitute an airport hazard. Such hazards include uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport. In the event the aforesaid covenant is breached, the Grantor reserves the right to enter on the land conveyed hereunder and cause the abatement of such interference at the expense of the Grantee.

SUBJECT TO: Grantor shall have two separate rights of first refusal, as follows:

(1) Until such time as Grantee constructs one or more buildings on the premises that contain a minimum of 50,000 square feet in the aggregate and occupies such building or buildings for the performance of one or more of Grantee's business activities, if Grantee decides to sell any portion or all of the premises Grantee will first offer it to Grantor for purchase. In such case Grantee shall send written notice thereof to Grantor describing the portion of the premises to be sold. For a period of one hundred twenty (120) days after Grantor's receipt of the notice, Grantor shall have a right to purchase the portion of the premises to be sold for an amount equal to \$12,000 per acre. The terms of sale will be cash, payable at closing, and the real property taxes will be prorated as of the date of closing. If Grantor desires to so purchase the portion of the premises to be sold, Grantor will give Grantee written notice thereof within thirty (30) days after Grantor's receipt of Grantee's notice. If Grantor does not give the required notice within the thirty (30) day period or if Grantor does not purchase the portion of the premises to be sold within the one hundred twenty (120) day period, Grantee shall thereafter be free to sell any portion or all of the premises to a third party and the right of first refusal hereinabove provided shall automatically terminate and be of no further force or effect. Upon the Grantee's constructing one or more buildings on the premises containing at least 50,000 square feet in the aggregate and occupying the building or buildings for the performance of one or more of Grantee's business activities, the right of first refusal contained in this subparagraph (1) shall automatically terminate and be of no further force or effect.

(2) Upon Grantee's constructing one or more buildings on the premises containing at least 50,000 square feet in the aggregate and occupying the building or buildings for the performance of one or more of Grantee's business activities, if Grantee at any time during the period of five (5) years from and after the date of execution of this deed by Grantor decides to sell any portion or all of the premises Grantee will first offer it to Grantor for purchase. In such case Grantee shall send written notice thereof to Grantor describing the portion of the premises to be sold. For a period of one hundred twenty (120) days after Grantor's receipt of the notice, Grantor shall have a right to purchase the portion of the premises to be sold for its then fair market value. The

determination of fair market value shall take into consideration any buildings and other improvements then located on the portion of the premises to be sold. The terms of sale will be cash, payable at closing, and the real property taxes will be prorated as of the date of closing. If Grantor desires to so purchase the portion of the premises to be sold, Grantor will give Grantee written notice thereof within thirty (30) days after Grantor's receipt of Grantee's notice. In the event Grantor gives Grantee such notice, but Grantor and Grantee do not agree on the fair market value of the portion of the premises to be sold within sixty (60) days after Grantor's receipt of Grantee's notice, it shall be determined by a qualified independent commercial real estate appraiser acceptable to Grantee and Grantor. In the event Grantee and Grantor cannot agree on an appraiser, then it will be appointed by the presiding judge of the Circuit Court of Deschutes County. If Grantor does not give the required notice within the thirty (30) day period or if Grantor does not purchase the portion of the premises to be sold within the one hundred twenty (120) day period, Grantee shall thereafter be free to sell any portion of all of the premises to a third party and the right of first refusal provided in this subparagraph (2) shall automatically terminate and be of no further force or effect. The right of first refusal contained in this subparagraph (2) shall also terminate without further act of the parties five (5) years after the date of Grantor's execution of this deed.

The true consideration for this conveyance is One Million Two Hundred Thousand and no/100 Dollars (\$1,200,000.00).

DATED this 9<sup>th</sup> day of May, 1980.

CITY OF REDMOND

Attest:

By: [Signature]  
Title: Councilman

By: [Signature]  
Title: Mayor

STATE OF OREGON )  
 ) ss.  
COUNTY OF DESCHUTES )

On 9/ May, 1980, personally appeared [Signature], who, being sworn, stated that he is the Mayor of the City of Redmond and that this Deed was voluntarily signed and sealed on behalf of the City of Redmond by authority of its City Council. Before me:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 12 26-80



FILED OFFICE  
JAN 11 1964  
U.S. DEPT. OF JUSTICE  
FBI - NEW YORK

By [Signature] [Signature]

96-39532

REDMOND ORDINANCE  
ORDINANCE NO. 96-31A

**AN ORDINANCE ESTABLISHING ASSESSMENTS FOR LOCAL IMPROVEMENT DISTRICT "*First Street, 1995 Improvement Project*"; AUTHORIZING THE CITY FINANCE DIRECTOR TO ENTER SAID ASSESSMENTS IN THE LIEN DOCKET AND REQUIRING BANCROFT BOND APPLICATIONS TO BE FILED BY SEPTEMBER 18, 1996, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Redmond, by and through the City Council, duly formed Local Improvement District "*First Street, 1995 Improvement Project*", for the purpose of financing infrastructure improvements; and

**WHEREAS**, the City duly entered into construction contracts for the purpose of said improvements; and

**WHEREAS**, the City Public Works and Finance Departments have apportioned the cost upon the lots or parcels of land benefited thereby in the respective Local Improvement Districts and have filed a report with the City Recorder; and

**WHEREAS**, the City set a hearing for objection to the proposed assessments for August 27, 1996 at 7:00 p.m. and notice of the assessments and hearing were mailed to the property owners with the notation that objections were to be filed with the City Recorder before 5:00 p.m. on August 27, 1996;

**WHEREAS**, the City Council, after considering any objections raised has determined the amount of benefit accruing to each lot or parcel of land by reason of said improvements; and

**WHEREAS**, this ordinance corrects the error in the legal description of Ordinance No. 96-31.

**NOW, THEREFORE**, the City of Redmond ordains as follows:

**SECTION ONE:** The costs of the improvements for the "*First Street, 1995 Improvement Project*" Local Improvement District to be paid by the lots or parcels of land by assessment is \$208,232.04 which is, by this ordinance, assessed against the parcels of property in the amounts set forth in Exhibit "A".

**SECTION TWO:** The City Finance Director shall enter the assessments shown above in the docket of City liens and the assessments shall constitute a lien against properties shown above as of the date of adoption of this ordinance.

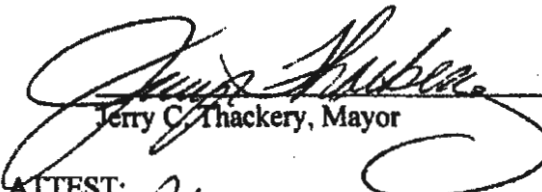

**SECTION THREE:** The City Recorder shall cause to be mailed a Notice of Assessment to each

PLEASE RETURN TO:  
CITY RECORDERS OFFICE  
CITY OF REDMOND  
PO BOX 726  
REDMOND, OR 97756

property owner shown in Exhibit "A". The Notice of Assessment shall be in the form shown on Exhibit "B", attached hereto and by this reference incorporated herein and shall allow owners of assessed property to pay the assessment in cash or to file an application under the Bancroft Bonding Act as shown on Exhibit "A". Such application under the Bancroft Bonding Act must be received by the City no later than 5:00 p.m. September 18, 1996.

**SECTION FOUR:** It is essential to proceed immediately with levying of assessments to defray the cost of this project and it is in the best interest of the citizens of the City to make this ordinance effective immediately,; now, therefore, an emergency is declared to exist and this ordinance shall take effect upon its adoption.

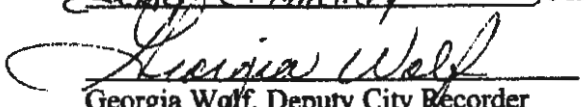
**ADOPTED** by the City Council and **APPROVED** by the Mayor this 22nd day of October, 1996.

  
Terry C. Thackery, Mayor  
ATTEST:  
  
Georgia Wolf, Deputy City Recorder

State of Oregon

County of Deschutes

This instrument was acknowledged before me on October 23, 1996 by  
Terry C. Thackery, Mayor.

  
Georgia Wolf, Deputy City Recorder

My commission expires 12-4-98



**EXHIBIT A**  
Page 1 of Page 4

The below parcel is located in the SE ¼ Sec.21, SW ¼ Sec.22, NE ¼ Sec.28, and the NW ¼ Sec.27, T15S. R.13E W.M., Redmond, Deschutes County, Oregon.

<u>Property Owner</u> <u>Legal Description &amp;</u> <u>Tax Lot Number</u>	<u>Total</u>
City of Redmond, Innovation Park, Lot 1	\$84,417.27

**EXHIBIT A**  
Page 2 of Page 4

The below parcel is located in the SE ¼ Sec.21, SW ¼ Sec.22, NE ¼ Sec.28, and the NW ¼ Sec.27, T15S. R.13E W.M., Redmond, Deschutes County, Oregon.

<u>Property Owner</u> <u>Legal Description &amp;</u> <u>Tax Lot Number</u>	<u>Total</u>
Innovation Park (OIC), Innovation Park Lot 2, 15-13-22 1300	\$41,271.59



**EXHIBIT A**  
Page 3 of Page 4

The below parcel is located in the SE ¼ Sec.21, SW ¼ Sec.22, NE ¼ Sec.28, and the NW ¼ Sec.27, T15S. R.13E W.M., Redmond, Deschutes County, Oregon.

<u>Property Owner</u> <u>Legal Description &amp;</u> <u>Tax Lot Number</u>	<u>Total</u>
Raster Graphics, Inc., Innovation Park Lot 3, 15-13-21D 200	\$41,271.59

**EXHIBIT A**  
Page 4 of Page 4

The below parcel is located in the SE ¼ Sec.21, SW ¼ Sec.22, NE ¼ Sec.28, and the NW ¼ Sec.27, T15S. R.13E W.M., Redmond, Deschutes County, Oregon.

<u>Property Owner</u> <u>Legal Description &amp;</u> <u>Tax Lot Number</u>	<u>Total</u>
Airport Business Center, Innovation Park, Lot 4, 15-13-21D 300	\$41,271.59

## NOTICE OF ASSESSMENT

You are hereby notified that there is now due and payable from you the amount of your assessment as herein stated, as entered in the City Lien Docket, covering the improvement described below in the Application Under the Bancroft Bonding Act and in the Assessment Ordinance indicated below, which property is listed in Deschutes County Deed Records as owned by you. If you do not own this property nor have any financial interest in it, please return this notice immediately with a notation on it of the name and address of the present owner or call the City Finance Director so that a correction may be made.

FINANCE DIRECTOR  
City of Redmond, Oregon

## APPLICATION UNDER BANCROFT BONDING ACT

OWNERS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_

## IN THE MATTER OF THE LOCAL IMPROVEMENT DISTRICT

To the Finance Director of the City of Redmond, Oregon:

In accordance with the provisions of the City Charter and ORS 223.205 et seq., commonly known as the Bancroft Bonding Act, and for the payment of the costs of such improvement by installments, I hereby make application and agree to pay my proportion of the cost of the same as has been determined and assessed by the Common Council of the City of Redmond under ORDINANCE No. \_\_\_\_\_ therein given and entered in the Docket of the City Liens of said city, in semi-annual installment with interest thereon at the rate of \_\_\_\_\_ percent ( %) per annum on all unpaid assessments for said improvement. Said interest is to be paid semiannually at the time each installment is paid, as required by the provisions of said act.

In consideration thereof and in pursuance of the provisions of the Act aforesaid, I hereby expressly waive all or any irregularity or defect, jurisdictional or otherwise, in the proceedings to cause the improvement to be constructed for which the assessment is levied and in the apportionment of the cost thereof on the property affected thereby, being the following described property for the improvement herein set forth.

Amount of Assessment \_\_\_\_\_ \$ \_\_\_\_\_

Property affected by this Improvement: Tax Lot and Map # \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Signature of Witnesses)

\_\_\_\_\_  
(Signatures of Applicants and Property Owners)

(IMPORTANT — READ INSTRUCTIONS)

White: Return to City  
Yellow: Property Owner Copy  
Pink: Office

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:

96 OCT 25 AM 10:41

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: T. Warren DEPUTY

NO. 96-39532 FEE 40

DESCHUTES COUNTY OFFICIAL RECORDS

## IMPROVEMENT WARRANT

Issued: \_\_\_\_ day of \_\_\_\_\_, 199 \_\_, Interest Rate \_\_\_\_ % \$ \_\_\_\_  
 Improvement Project: \_\_\_\_\_

TO THE FINANCE DIRECTOR OF THE CITY OF REDMOND, OREGON

Unconditionally pay to the order of \_\_\_\_\_ the sum of \_\_\_\_\_ Dollars, with interest at the rate specified above from date of the issuance of this Warrant to the time when called for payment, from available funds as provided by 2 Oregon Revised Statutes 287.502 to 287.510. This Warrant evidences an indebtedness for the construction of the improvement project set forth and is duly authorized by Resolution of the City.

This Warrant shall be payable from (1) proceeds from the collection of unbonded assessments, (2) the sale of improvement bonds, and (3) the foreclosure of improvement liens for unbonded assessments from the Improvement Project stated above. This Warrant shall mature on or before two years from date of issuance and shall be callable at any time within said term.

It is certified all acts, conditions, and things required to be done precedent to and in the issuance of this warrant have been properly done and that this warrant is a legally binding limited obligation of the City.

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 City Recorder

WARRANT NO. \_\_\_\_\_

- D. The Public Works Department is hereby instructed to proceed with the plans for the construction of the said "*Airport Business Center, Phase 1, 1997 Local Improvement District*".
- E. The area to be served by the project, and the area to be assessed for the project are those certain properties within the following general boundaries, a complete description of which is contained within Resolution No. 97-06 and incorporated herein by resolution.

APPROVED by the City Council and SIGNED by the Mayor this 11th day of February, 1997.

ATTEST:

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 City Recorder

SECTION TWO: MANNER OF DOING WORK.

The City is hereby authorized to construct the said improvements in accordance with the plans and specifications of the City. The construction work may be done in whole or in part by the City, by a contractor, or by any other governmental agency, or by any combination thereof. If all, or part, of the construction work is to be done by contractor, bids shall be called for. Notice calling for bids shall be published in a newspaper of general circulation within the City not less than 5 days prior to the opening of bids, and in a newspaper of state-wide circulation not less than 10 days prior to the opening of bids.

SECTION THREE. PROJECT FINANCING.

- A. That the herein authorized improvements may be financed during the course of construction with Improvement Warrants of the City of Redmond, Oregon, as provided in ORS 287.502 to and including ORS 287.510, said warrants to mature on or before 2 years after the date of issuance. That said warrants issued with respect to said project shall be called for payment in the order of their issuance, as funds become available, and shall be paid upon presentment at or after maturity, if not sooner called. The City is hereby authorized, through its City Recorder and Finance Director, to issue Improvement Warrants to finance the project in the sum necessary and required to complete the project. The Finance Director is authorized to establish an assessment fund for this project known as the *"Airport Business Center, Phase 1, 1997 Local Improvement District"*, and all proceeds from the collection of unbonded assessments, the sale of improvement bonds and the foreclosure of improvement liens for unbonded assessments, realized from the improvement with respect to which such Improvement Warrants are issued, shall be deposited in the assessment fund for this particular project, and the funds shall be applied to the call and payment of such warrants as rapidly as such funds are available for the payment of the outstanding warrants.
- B. None of such funds shall be transferred, borrowed, diverted, or used for any other purpose, and for failure to hold, account for and apply such funds, as provided in this section, the Finance Director or other financial officer of the City shall be liable upon its official bond of the holder of any such warrant.
- C. All money received from the property owners affected by such improvement whether it be in cash or from the payment of Bancroft Bond application, shall be applied to the payment of the Improvement Warrants, and for no other use whatsoever. The Improvement Warrants issued shall be in substantially the following payment form with such changes as are approved by the Finance Director:

**REDMOND RESOLUTION  
RESOLUTION NO. 97-07**

**A RESOLUTION AUTHORIZING THE CONSTRUCTION OF STREETS, WATER, AND SEWER IMPROVEMENTS KNOWN AS THE "Airport Business Center, Phase 1, 1997 Local Improvement District," PROVIDING FOR THE FINANCING OF THE SAME BY THE SALE OF BANCROFT BONDS AS AUTHORIZED BY ORS CHAPTER 223.**

WHEREAS, the City Council of the City of Redmond passed Resolution No. 97-06 on January 28, 1997 declaring an intent to construct streets, sewer, and water improvements by establishing a local improvement district known as the "*Airport Business Center, Phase 1, 1997 Local Improvement District*"; and

WHEREAS, a public hearing was held at the Redmond Senior Center, 325 NW Dogwood in Redmond, Oregon in accordance with Resolution No. 97-06 on Tuesday, February 11, 1997 at 7 pm to give property owners affected an opportunity to remonstrate against the project, if any desired; and

WHEREAS, it appearing to the City Council of the City of Redmond that the project would be to the best interest of the City and should proceed as outlined in Resolution No. 97-06; and

WHEREAS, the City has the authority to proceed with the improvements by assessing benefitted properties, through a local improvement district, under the Redmond City Code and amendments thereto, and Oregon Revised Statutes Chapter 223; and

WHEREAS, the project may need to be financed during the course of construction by Improvement Warrants of the City of Redmond under the authority of ORS 287.502 to 287.515; and

WHEREAS, the estimated assessments to the property owners in the project area are on the basis set forth in Resolution No. 97-06, said assessments to be paid either in cash or by Bancroft Bonding application; and

WHEREAS, the City Council of the City of Redmond specifically finds that the benefits are in excess of the anticipated costs of the improvements as to each specific parcel to be assessed within the said project area;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDMOND AS FOLLOWS:**

**SECTION ONE: CREATION OF LOCAL IMPROVEMENT DISTRICT.**

The street, water and sewer improvement project known as the "*Airport Business Center, Phase 1, 1997 Local Improvement District*" is hereby established and is to proceed to construction and completion as outlined in Resolution No. 97-06.

PLEASE RETURN TO:  
CITY RECORDERS OFFICE  
CITY OF REDMOND  
PO BOX 725  
REDMOND, OR 97756

438 - 0004

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:

97 FEB 14 AM 10:18

MARY SUE PENHOLLOW  
COUNTY CLERK

BY T. Moore DEPUTY

NO. 97-04864 FEE 20.00

DESCHUTES COUNTY OFFICIAL RECORDS



145 143798JB9710942

97-38873

466 - 1907

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AIRPORT BUSINESS CENTER**

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AIRPORT BUSINESS CENTER**

466 - 1909

This Declaration is made this 11th day of September, 1997 by Airport Business Center Associates, L.L.C., an Oregon limited liability company, as owner of that certain real property in the City of Redmond, Deschutes County, Oregon, described in Exhibit "A" attached hereto and by this reference incorporated herein.

The property is being developed as a planned business and industrial park known as Airport Business Center. It is the desire and intention of Declarant to subject the real property in said business park to certain covenants, conditions and restrictions for the benefit of the property, Airport Business Center Associates, L.L.C., and the purchasers of lots in Airport Business Center. Said covenants, conditions and restrictions are intended to be common to all lots in Airport Business Center and are being established to:

- insure orderly development, efficiency and continuity in accordance with a master plan for subdivision, improvement, maintenance and operation of the real property;
- enhance and protect the value, desirability and attractiveness of the real property;
- promote quality, compatibility and creativity in architectural and site design;
- preserve natural features of the environment;
- set forth minimum standards for development, use, and maintenance; and
- provide a formal mechanism for exercise of controls and enforcement.

In the event any development standard or use restriction of this Declaration should conflict with an applicable ordinance of the City of Redmond, the more restrictive standard or requirement shall apply.

**I      GENERAL DECLARATION**

**1.1      Declaration of Covenants, Conditions and Restrictions**

Declarant hereby declares that Airport Business Center is now held and shall hereafter be conveyed, built-upon, encumbered, leased, occupied, operated, and used solely in compliance with the conditions, covenants and restrictions (hereafter referred to as "CC&R's") set forth in this Declaration. These CC&R's are declared and agreed to be in furtherance of a master development plan for the subdivision and shall apply to and bind all owners, lessees, licensees, occupants, and users of the property, their successors in interest as set forth herein, and shall constitute covenants running with the land.

**1.2      Additional Land**

Declarant may add contiguous land now or hereafter owned by Declarant by recording in the county records a document describing the additional land and stating it is subject to these CC&R's. Upon recording, the additional land shall be a part of Airport Business Center.

## II DEFINITIONS

The following definitions shall apply to the use of the associated words, acronyms and phrases in this Declaration:

- 2.1 Airport: Redmond Municipal Airport, also known as Roberts Field.
- 2.2 Airport Business Center ("ABC"): All of the real property now or hereafter made subject to this declaration.
- 2.3 Campus within the Park ("Campus"): That portion of the real property designated Lots 5 through 12 as shown on Plat Number SUB-97-05 recorded October 21, 1997 as now existing or hereafter replatted, together with any additional lots added to the Campus by Declarant.
- 2.4 Common Area(s): That portion of the real property now existing or hereafter designated as common area for the use and enjoyment of all owners of lots within ABC in common; provided that such common area shall be limited to open space, common signage or park-like amenities including those referenced in Section 5.4 of this Declaration.
- 2.5 Declarant: Airport Business Center Associates, L.L.C., an Oregon limited liability company, and to the extent provided in Section 12.2 of this Declaration, its successors and assigns.
- 2.6 Declaration: This declaration of Covenants, Conditions and Restrictions for Airport Business Center, as may from time to time be amended or supplemented.
- 2.7 Improvement(s): All buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, telephone and communications lines and facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures, construction, installations, and landscaping of every type and kind, whether above or below the land surface.
- 2.8 Lot: A lot or parcel within ABC legally created by partition or subdivision and suitable as a building site.
- 2.9 Owner: The holder of a fee simple interest in a Site, or the holder of a vendee's interest in a Site under a recorded installment contract of sale. The holder of any leasehold interest in a Site, a building, or a portion of a building is not an Owner. If there are two or more co-owners of a Site, they shall collectively constitute only one Owner for purposes of these CC&R's, and shall have only one vote on any matter on which Owners may vote as provided in Section 9.3(b).
- 2.10 Owners' Committee: Committee of owners formed pursuant to Article IX.
- 2.11 Site: A contiguous area of land comprised of one or more lots held by the same Owner for a single improvement or integrated separate improvements.
- 2.12 Streets: Any street, highway or other thoroughfare within or adjacent to ABC and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, land, circle or otherwise.

**III REGULATION OF OPERATIONS AND USES****3.1 Permitted Uses**

Any business or industrial operation and use consistent with the zoning ordinances of the City of Redmond will be permitted provided Declarant consents thereto. Approved uses shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other Sites. Certain activities which cannot be carried on within a building may be permitted provided Declarant specifically consents thereto, and further provided such activity is screened or otherwise mitigated so as not to be discernible from or produce a nuisance to neighboring Sites and streets. Changes in use shall be approved, disapproved or conditionally approved after receipt of all information that would be reasonably required for a prudent business decision.

**3.2 Prohibited Activities**

- (a) No use will be conducted on a Site, nor shall any materials or products be manufactured, processed or stored thereon which shall, in the opinion and sole discretion of Declarant, cause an undue fire or health hazard, be offensive or detrimental to any adjacent property or to its occupants, or which shall constitute a nuisance such as, but not limited to, the emission of noxious odors, toxic or non-toxic matter, dust, gases, smoke, or cause excessive noise, vibration, electro-mechanical disturbance, radiation, intense glare or heat, air or water pollution, or other conditions which may adversely affect the welfare of persons within the area, the intended use of their property, or which may be harmful to the property, including vegetation, or violate the intent of these CC&R's. Customary and ordinary construction activity performed in accordance with all applicable laws and without undue interference with neighboring properties shall not be considered a nuisance.
- (b) No use shall be permitted which would interfere with landing or taking off of aircraft, constitute an Airport hazard, or otherwise violate applicable federal, state or local regulations governing properties or uses in the vicinity of the Airport. Such hazards include but are not limited to uses that create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between Airport lights and others, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the Airport.

**3.3 Condition of Property, Compliance with Laws and Regulations**

The Owner of each Site shall at all times keep it and the buildings, improvements and appurtenances thereon in a safe, clean, neat and sanitary condition and comply at its own expense, in all respects, with all applicable governmental statutes, ordinances, regulations, requirements, and directives including but not limited to applicable health, fire, safety, zoning, building and environmental laws.

### 3.4 Maintenance and Repairs

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Each Site and all improvements thereon shall at all times be maintained by the Owner in first-class condition, repair and appearance, normal wear and tear excepted. Loading and service areas shall be kept clean. Landscaping shall be maintained in a slightly, well-kept and weed-free condition. An Owner shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever which may accumulate upon such Site. All repairs, alterations, replacements, or additions to improvements shall be (i) made pursuant to applicable building codes and permit requirements, (ii) made in a good and workmanlike manner and (iii) of a quality at least equal to the original work. The necessity and adequacy of such repairs shall be measured by the same standard as set forth herein for the original construction and maintenance, and in compliance with any design guidelines which may be set by Declarant.

### 3.5 Storage and Refuse Collection Areas

- (a) No materials, supplies or equipment shall be stored on a Site except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or property. Any outdoor storage areas shall be located upon the rear portions of a Site unless otherwise approved by Declarant in its sole discretion.
- (b) No storage tanks shall be permitted on a site without the approval of Declarant in its sole discretion and receipt of all necessary approvals and permits from any governmental agency having jurisdiction.
- (c) No trailer shall be used for storage purposes on a Site except for storage of building materials during construction. Trucks or trailers parked pending loading or unloading, or for use in the normal course of business, shall not be considered storage.
- (d) All outdoor refuse collection areas shall be enclosed by a constructed wall of durable material compatible with that of the building. Enclosures shall be sufficient in size to contain all refuse generated on a Site and shall be kept closed. It shall be the responsibility of an Owner to promptly return trash receptacles to the enclosure and remove any debris which may have scattered as a result of collection activity. Refuse collection areas shall be located so as to provide convenient access and be properly screened so as to be as inconspicuous as reasonably possible.

### 3.6 Utilities and Public Improvements

Declarant reserves the sole right to grant consents for the construction and operation of utility mains and backbone systems including, but not limited to, gas, electricity, telecommunications, above- or below-ground facilities, conduits and pipes in and upon any and all streets now existing or hereafter established upon which any portion of ABC may now or hereafter front or abut. Declarant reserves the exclusive right to grant consents and to petition the proper authorities for any and all street improvements including, but not limited to, grading, sidewalks, paving, sewer and water installation, whether it be on the surface or subsurface, and no Owner shall enter into any contract or agreement with any governmental body or utility agency with reference to the installation of public improvements without Declarant's consent.

**3.7 Utility Service and Antennas**

No sewer, water, drainage, lines, wires or other devices for the communication or transmission of electric current, including telephone, television, microwave or radio signals shall be constructed, placed or maintained anywhere in or upon a Site unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other approved structures, provided that electrical transformers may be permitted if properly screened and approved by Declarant. No antenna, transmitter or satellite "dish" shall be placed on any improvement within a Site unless (i) such antenna, transmitter or satellite "dish" shall be so located or appropriately screened that its presence is as inconspicuous as possible, and (ii) the consent of Declarant shall first be obtained. Temporary electric and telephone service incidental to the construction of approved improvements is permitted although not in compliance with these requirements.

**3.8 Excavation**

No excavation of a Site shall be made except in connection with construction of an approved improvement, and upon completion, exposed openings shall be backfilled and disturbed ground shall be graded, leveled, and restored to its original condition in accordance with approved plans.

**3.9 Partition, Subdivision and Lot-line Adjustments**

No Lot shall be partitioned or subdivided, nor shall any lot line be adjusted, without the prior approval of Declarant.

**IV DESIGN CONTROLS****4.1 Approval of Plans Required**

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Site until the plans referenced below have been submitted by an Owner and approved by Declarant in writing. Approval shall be based upon final plans and specifications prepared by licensed architects, engineers or other qualified professionals. Plan submissions will also be required for significant revisions, alterations, additions, or changes of use for approved or existing improvements. Plans must be drawn to an easily-readable scale such as 1"=20' unless otherwise noted, and shall be submitted to Declarant prior to submittal to any governmental authority. Submittal shall consist of four (4) copies of the following:

- (a) Site plan showing the location, size, configuration and layout of any building, structure, facility (or, where applicable, any alteration, addition, modification or destruction thereto) and appurtenant facilities for parking, tanks, storage, loading, deliveries, vehicular and pedestrian traffic and circulation, including the location of all utility lines.

- (b) Architectural plans, elevations and sections in no less detail than required by the appropriate governmental authority for issuance of a building permit showing the nature, style and dimensions of any building, structure, facility, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors, appearance, and the type of screening for roof-mounted fixtures and for exterior equipment, tanks and other exterior storage areas. Material changes in approved plans must be similarly submitted to and approved by Declarant. Minimum scale 1/8"=1'.
- (c) Topographical (grading) plan showing the elevation, slope and grade of any site work (including the nature, location and utilization of any removal or filling of soil) proposed to be done in conjunction with any proposed improvement, development, modification or destruction of any building, structure, or facility or of any planting, installation or removal of any landscaping, vegetation, ground cover, or natural features such as rock outcroppings.
- (d) Landscape plan showing the nature, type, size, location and layout of all landscaping, vegetation or ground cover, landscape or site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed), together with the location and design details of any proposed signing.
- (e) Description of proposed construction staging and access areas, and any temporary structures.

#### 4.2 Basis for Approval

In exercising its right of approval, Declarant shall consider, among other things, the following:

- (a) adequacy of site dimensions for the proposed improvement
- (b) nature and location of improvements and uses upon neighboring Sites
- (c) exterior appearance of architectural style, proportions, height, bulk, color schemes, textures and materials
- (d) relationship to topography of Site and neighboring Sites
- (e) compatibility and harmony of external design with neighboring structures
- (f) proper facing of main elevation with respect to nearby streets
- (g) design and effect of parking area or roadways on traffic within ABC
- (h) adequacy of storm water retention and drainage
- (i) adequacy of screening of equipment installations and service areas
- (j) compliance with the standards of Article V below
- (k) conformity and appropriateness to ABC's development concept and design guidelines.

#### 4.3 Review Fee

Declarant may establish a fee for reviewing an Owner's plans and specifications submitted pursuant to Section 4.1. Said review fee shall reasonably approximate the cost incurred in connection with such review.



#### 4.4 Review Procedure

If Declarant fails either to approve or disapprove properly-submitted plans and specifications within thirty (30) days after receipt of all submittals required by Section 4.1, it shall be conclusively presumed that Declarant has approved said plans and specifications; provided, however, that if, within the thirty (30)-day period, Declarant gives written notice of the fact that more time is required for the review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of such reasonable period of time as is set forth in the notice. Declarant shall not arbitrarily or unreasonably withhold its approval of plans and specifications.

#### 4.5 Approval

Declarant may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same, subject to specific conditions. Upon approval or conditional approval, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent records with Declarant, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

#### 4.6 Design Review by Governmental Authorities

Any plans or specifications submitted to governmental authorities for purposes of obtaining appropriate use approvals, design review approvals, or building permits which result in a material change from any plans or specifications for which Declarant has previously granted its approval pursuant to Section 4.5 shall be provided to and approved by Declarant prior to commencement of construction.

#### 4.7 Design Guidelines

The development concept for ABC shall be determined by Declarant in its sole discretion. Design guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind or amend any published guidelines without prior notice to any party; provided however, that once approval has been given pursuant to Section 4.5 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

#### 4.8 Special Architectural and Site Design Considerations

Building programs shall incorporate the following:

- (a) Architectural style, materials and finishes which are contemporary in design and concept, and reflect the quality image of ABC;
- (b) Methods that reduce the large-scale visual impact of buildings and provide relief from large wall expanses;
- (c) Preservation of existing terrain and mature trees, and optimization of view corridors, wherever possible;

- (d) Main building entries which are highlighted and readily visible;
- (e) The use of window patterns, roof forms, indirect accent lighting and other features which enhance individual buildings while retaining a consistency of basic architectural elements among other buildings in the park;
- (f) Harmonious appearance and functionality of buildings located within the Campus, or any campus-like complex on a Site.

#### 4.9 Purpose and Effect of Approval

Declarant's review and approval or denial of plans and specifications are for Declarant's sole benefit and do not constitute a representation or warranty that such plans and specifications are or are not suitable for the purposes for which they are intended, or that they comply with any building or engineering standard, code or ordinance. Each Owner, upon submitting plans and specifications for approval, agrees to indemnify and hold Declarant, its agents, contractors, successors and assigns from and against any and all claims, damages, expenses, liabilities or losses arising out of or in any way connected with plans and specifications submitted for review in accordance with Section 4.1.

#### 4.10 Declarant Not Liable

Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

- (a) The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;
- (b) The construction of any improvement, or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any Site within ABC.

### V DEVELOPMENT STANDARDS

#### 5.1 Site Coverage

The ratio of building coverage to Site area is subject to the approval of Declarant, but in no instance may the ratio exceed fifty percent (50%).

#### 5.2 Minimum Setback

Except as otherwise provided in Section 5.3, no improvements of any kind shall be placed on a Site closer to a property line than herein provided:

- (a) Fifty (50) feet from any property line abutting the Airport Way right-of-way;
- (b) Twenty-five (25) feet from any property line abutting the Salmon Drive right-of-way;
- (c) Fifteen (15) feet from any property line abutting the First Street, Fourth Street, Sixth Street or Umatilla rights-of-way, which is twenty-five (25) feet from the curb;
- (d) Ten (10) feet from any property line that does not abut a public street.

### 5.3 Exceptions to Setback Requirements

The following improvements, or parts of improvements, are specifically excluded from the setback requirements set forth in Section 5.2:

- (a) Unsupported roof overhang, subject to approval by Declarant;
- (b) Steps and walkways;
- (c) Paving and associated curbing, except that no vehicle parking shall be permitted in front or side yard setbacks unless approved by Declarant;
- (d) Landscaping and irrigation systems;
- (e) Architectural fences, walls, and sign elements except that Declarant's specific approval is required when placed within a front yard setback;
- (f) Underground utility facilities and their above-ground appurtenances.

### 5.4 Landscape and Pathway Easement and Public Utility Easement

Declarant reserves a perpetual non-exclusive easement fifteen (15) feet in width over each lot abutting First Street, Fourth Street, Sixth Street and Umatilla parallel to and contiguous with the right-of-way of each such street. The easement area, together with the ten (10) foot public right-of-way between the property line and the curb, shall be used for (i) the installation and maintenance of underground utilities and their above-ground appurtenances, and (ii) construction, maintenance, repair and use of a unified perimeter streetscape and public pedestrian/bicycle pathway. Said easement area together with the ten (10) foot public right-of-way between the property line and the curb shall be considered common area, except that it shall be maintained in accordance with Declarant's standards by Owner at Owner's expense unless and until Declarant contracts for common maintenance as a common expense. The streetscape shall be designed by Declarant and may include landscape materials, sign elements and appurtenant lighting, irrigation, and a meandering public pedestrian/bicycle pathway as a continuous linear system. The pathway, irrigation system and landscaping shall be installed in accordance with Declarant's design concept either by Declarant or Owner, at Declarant's option, and the cost therefor shall be paid by the Owner of the Lot on which the improvements are made. Declarant reserves the right to form a local improvement district ("L.I.D.") for the construction of all or any portion of the streetscape, and each Owner hereby consents to the formation of such an L.I.D.; provided that any Owner who has constructed the streetscape on a Lot at its cost shall be excluded from the L.I.D. with respect to such Lot. It shall be the responsibility of Owner to maintain the flow of the irrigation system during construction of vehicular access drives, the location of which shall be subject to approval of Declarant, and to restore grading, the meandering pathway, landscaping, and irrigation system to its original condition. Notwithstanding the foregoing, Declarant may permit parking on the five (5) foot strip of the easement area most distant from the right-of-way in the case of Lots less than 30,000 square feet in area.

### 5.5 Landscaping

Each Site shall be landscaped in accordance with the approved plans and specifications and in conformity with the criteria and requirements set forth below:

- (a) A minimum of fifteen percent (15%) of the area within the property lines of a Site shall be devoted to landscaping, using a combination of trees, shrubs and turf or ground cover in accordance with any landscaping guidelines which Declarant may establish.

- (b) Landscaping shall be installed and operable within sixty (60) days of issuance of a certificate of occupancy or completion of construction, whichever first occurs, or as soon thereafter as weather permits.
- (c) Each Owner shall landscape and maintain any unpaved areas in the front yard setbacks not otherwise improved or maintained by means of the Landscape/Pathway Easement set forth in Section 5.4 above, and in the side and rear yard setbacks.
- (d) An Owner shall also be responsible for landscaping and maintaining any right-of-way areas not otherwise improved between the edge of the improved street (such as Airport Way or Salmon Drive) and the property line. All such right-of-way improvements shall be in strict accordance with Declarant's design concept and subject to Declarant's written approval.
- (e) Existing mature trees are to be preserved wherever possible.
- (f) Trees or plants which might unduly attract birds and create hazards for aircraft are not permitted. Such prohibited trees and plants include, but are not limited to, those that promote nesting, or produce fruits, berries or other food for birds. Trees are to be maintained so as not to exceed a height of fifty (50) feet.

#### 5.6 Sidewalks

On-site pedestrian circulation systems shall be provided to meet the needs of on-site users in a safe manner and using all-weather-efficient materials. Where usage dictates, connections should be made between Site and perimeter pedestrian circulation systems to provide an overall integrated means of on-site movement.

#### 5.7 Parking, Loading and Service Areas

Each Site shall provide adequate employee and business parking, loading and delivery facilities to accommodate all operations or uses without requiring on-street parking or maneuvering. If parking requirements increase as a result of change in use or expansion of an existing use, additional off-street parking shall be provided to satisfy the requirements of this section. All parking areas shall conform to the following standards:

- (a) Parking areas shall be paved, curbed and striped in accordance with approved plans and specifications, and shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles.
- (b) No parking spaces shall be located on or permitted within front or side yard setback areas unless approved by Declarant.
- (c) Parking area layouts should anticipate the practicality of snow removal.
- (d) Loading docks, delivery and service areas shall be located and screened to restrict to the greatest extent practicable their view from adjacent streets and neighboring Sites.

#### 5.8 Building Height

The maximum height of all structures within ABC shall be thirty-five (35) feet provided that Declarant may approve a greater height subject to approval by the City of Redmond and the Federal Aviation Agency, if applicable.

#### 5.9 Exterior Building Materials and Colors

Exterior walls must be finished with building materials of a texture, character and color compatible with the surrounding natural elements. Consideration should be given to ease of maintenance. Declarant shall have the sole right to approve or disapprove materials and colors. Selection shall conform to the following:

- (a) Materials which convey permanence and substance are preferred. Such materials include architectural masonry units, concrete block, natural stone, precast concrete, glass or their equivalent.
- (b) Primary wall surface colors shall be subdued in tone and hue. Complementary accent colors are encouraged in moderation and may be used in conjunction with accent materials or to express corporate identity.
- (c) Finish building materials shall be applied to all sides of a building which are visible to the general public, as well as from neighboring property.
- (d) Metal-clad buildings or buildings with metal exterior features may be permitted if proposed by the architect as part of a high-quality building design; plain corrugated metal-sided buildings are not permitted. Proposed metal-exterior buildings shall receive special scrutiny to ensure that high standards are met and shall require, if approved at all, the incorporation of other building materials and/or design features for contrast and aesthetic appeal.
- (e) Roof treatments may be of any traditional roof material that has a non-glare surface, as approved by Declarant, except that roof designs and materials within the Campus shall be in strict conformance to Declarant's design specifications.

#### 5.10 Mechanical and Electrical Equipment

Exterior components of plumbing, processing, heating, cooling and ventilating systems shall be screened from public view to the greatest extent practicable. Screening devices shall appear as integrated parts of the architectural design, such as parapet walls in the case of roof-mounted equipment. Ground-level or other exterior equipment including electrical transformers shall be adequately screened with either plantings or durable enclosures so as to blend with the visual background. In areas where noise is generated by mechanical systems, insulation may be required to reduce the impact on neighboring properties.

#### 5.11 Fences and Walls

Fences and walls shall be designed to coordinate with and be appropriate to the overall building style and site design. Fencing layouts and designs are subject to Declarant's approval and will be considered based upon specific Site and use conditions. A perimeter fence defining property lines is discouraged and in no event shall extend beyond the front face of a building.

**5.12 Lighting**

All lighting is to be shielded and confined within property lines, and shall conform to any lighting guidelines which may be set forth by Declarant.

**5.13 Signs**

All proposed exterior signs shall be submitted to Declarant in renderings sufficient to show sizes and placement of proposed signs, materials, colors, and construction details. All signs, whether permanent or temporary, business identification, directional, or street number, are subject to review and approval by Declarant and shall conform to sign criteria which may be established by Declarant, as amended from time to time. No sign shall be permitted on any Site unless approved by Declarant.

**VI CONSTRUCTION****6.1 Prosecution of Work**

Upon approval from Declarant pursuant to Section 4.5, the Owner receiving such approval shall promptly satisfy any conditions of such approval and shall diligently proceed with the prosecution of all approved excavation, construction or alterations, and landscaping in strict conformity to the approved plans and specifications. If for any reason work has not commenced within one (1) year from the date of Declarant's approval, approval shall cease to be effective.

**6.2 Completion of Work**

All construction, reconstruction, refinishing or alterations of any improvement including landscaping shall be completed within one (1) year from the commencement of the work, unless otherwise agreed by Declarant.

**6.3 Inspections**

Declarant shall have the right, upon reasonable prior notice to Owner, to inspect any work related to any building, structure or facility or any landscaping or other improvements within ABC to determine its conformity with approved plans and specifications. In the event Declarant determines in good faith that certain work is non-conforming, Declarant may issue a stop work notice, without the necessity of court order, which shall require the Owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of these CC&R's. Any inspection or correction conducted or instituted by Declarant shall have the same purpose and effect as Declarant's review and approval of plans and specifications as set forth in Section 4.9.

#### 6.4 Maintenance during Construction

It shall be the responsibility of each Owner to insure construction sites are kept free of unsightly accumulations of rubbish and scrap materials, that construction materials, trailers, shacks and the like are kept in a neat and orderly manner, and that dust is controlled through regular and frequent watering. Prior to installation of approved landscaping, vegetation on any unimproved portion of a Site must be kept cut below eight inches (8") in height, excluding native shrubs and trees, unless otherwise approved by Declarant.

#### 6.5 Temporary Structures

No temporary buildings or other temporary improvements, including trailers, tents or shacks shall be permitted on Site. Temporary improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

### VII **MAINTENANCE OF COMMON AREAS AND FACILITIES**

#### 7.1 Maintenance Responsibility

Until such time as Declarant designates a maintenance operator for all or any portion of the maintenance of common areas, the Owner of each Lot shall maintain and repair all common areas and facilities located upon such Owner's Lot. Such maintenance and repairs include, without limitation:

- (a) Performance of necessary maintenance of landscaping as required within the common areas including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste material, and replacement of any dead or diseased grass, groundcover, shrubs, or trees; all in accordance with any guidelines established by Declarant;
- (b) Periodic cleaning (including ice and snow removal), maintenance, and repair of the pedestrian/bicycle pathway;
- (c) Maintenance of general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the common areas located on the Owner's lot. The amount and coverage of such insurance shall be determined by Declarant, but in no event shall said insurance afford protection of less than \$1,000,000 combined single limit for bodily injury, death or property damage. Declarant shall be named as an additional insured on such policy.

#### 7.2 Maintenance Operator

Declarant shall have the right to designate and employ a maintenance operator to perform all or any portion of the maintenance and repair obligations described above.

**VIII ASSESSMENTS****8.1 Purpose of Assessments**

Assessments may be made by Declarant to cover the cost of or to establish a reasonable reserve for providing any service or capital expense for the common benefit of the Owners of Lots within ABC. The computation of assessments shall include all actual out-of-pocket expenses to perform such services and the cost of administration thereof. Purposes for which assessments may be imposed shall include but not be limited to the following:

- (a) Costs incurred by Declarant to perform or employ a maintenance operator to perform the obligations set forth in Section 7.1 above;
- (b) Costs of performing maintenance upon any default of an Owner in its obligation under these CC&R's, and costs of enforcement hereunder;
- (c) The amount of any defaulting Owner's assessment not paid when due, and costs incurred to attempt to collect said unpaid amounts;
- (d) All utilities required to operate the common areas to the extent not separately metered;
- (e) Capital improvements to common area and replacement thereof;
- (f) An administrative fee not to exceed ten percent (10%) of all out-of-pocket costs, other than capital improvements or replacements, and not to exceed five percent (5%) of all out-of-pocket costs for capital improvements and replacements.

**8.2 Amount of Assessments**

The amount of assessments shall be determined by Declarant after giving due consideration to current and future costs of implementing these CC&R's. The Declarant shall fix the amount of assessment against each Site for each calendar quarter at least thirty (30) days in advance of such quarter and shall send written notice of the assessment to each Owner at least fifteen (15) days in advance. If Declarant does not send a notice within such time, assessments shall continue at the same level as for the previous quarter. In the event the amount to be assessed for any period exceeds or is less than anticipated actual expenses, Declarant in its discretion may adjust the amount of the assessments accordingly. Each Owner shall be entitled to a copy of the current annual budget and a statement of actual expenses for the preceding calendar year within a reasonable time after request. The amount by which any assessments received in advance from an Owner exceed such Owner's actual share for a billing period, or any amounts later recovered from a defaulting Owner, shall be credited against assessments for the ensuing billing period.



**8.3 Allocation of Assessments**

Assessments shall be allocated to each Lot in proportion to the square footage of such Lot to the square footage of all Lots in ABC excluding dedicated streets.

**8.4 Payment of Assessments**

Assessments shall be paid quarterly in advance within ten (10) days after invoice. Assessments not received within ten (10) days of invoice shall incur a late charge of five percent (5%) of the amount not paid when due.

**8.5 Creation of Lien and Personal Obligation of Assessments**

The Declarant, in its capacity as Owner of all Lots throughout ABC hereby covenants and agrees to pay, and each subsequent Owner of any Site by acceptance of title thereto, whether or not it shall be so expressed in any conveyance of said Site, is deemed to covenant and agree to pay all assessments to be fixed, established, and collected from time to time as herein provided. Such assessments, together with interest thereon, late charges, and the costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Site against which each such assessment is made. Each such assessment, together with such interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Site at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

**8.6 Nonpayment of Assessments****(a) Delinquency**

Any assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate. In addition to all legal and equitable rights or remedies, the Declarant may, at its option, bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Site. All remedies shall be considered cumulative and pursuit of one remedy shall not bar pursuit of another. In the event a judgment is obtained, such judgment shall include interest on the assessment, late charges and reasonable attorneys' fees, together with the costs of action.

(b) Notice of Lien

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No action shall be brought to foreclose an assessment lien until at least thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Site, and a copy thereof is recorded by Declarant in the office of the Deschutes County Recorder. The notice of claim of lien must recite a good and sufficient legal description of the Lot, the record owner or reputed owner thereof, the amount claimed (which may at Declarant's option include interest on the unpaid assessment at the legal rate, late charges, plus reasonable attorney fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such lien may be enforced by Declarant in the manner provided by law with respect to foreclosure of liens upon real property, as provided in ORS Chapter 88.

(c) Curing of Default

Upon the timely curing of any default for which a notice of claim of lien was filed by Declarant, Declarant shall file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee determined by Declarant to be adequate to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

(d) Subordination of Assessment Liens

If any Site subject to a monetary lien created by any provision hereof shall be subject to the lien of a mortgage or deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage or deed of trust; and (2) the foreclosure of the lien of a mortgage or deed of trust, the sale of the property pursuant to the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure, sale or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust and the foreclosure-purchaser or deed-in-lieu-grantee shall take title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure, sale or deed given in lieu of foreclosure, but subject to the lien hereof for all such charges that shall accrue subsequent to the foreclosure, sale or deed given in lieu of foreclosure. Nothing in this paragraph shall impair the personal obligation of an Owner for payment of assessments.

9.1 Declarant's Right to Exercise Controls

- (a) Declarant, as developer and original owner of ABC, shall exclusively exercise all design, landscaping, sign and other controls as well as those other duties, obligations and rights prescribed under this Declaration until Declarant relinquishes the exercise of control and the burden of such duties to the Owners' Committee as set forth in Section 9.2 below.
- (b) When Declarant ceases to own land in ABC, as the same may be enlarged by the addition of land pursuant to Section 1.2, or at any earlier time at Declarant's option, Declarant shall relinquish its exercise of such control and burdens of such duties and shall record in appropriate offices a declaration stating that Declarant no longer desires to exercise further controls over development in ABC except to the degree it has such rights as an Owner or as a member of the Owners' Committee. Copies of such declaration shall be provided to each Owner within ABC contemporaneously with recordation of the declaration. Recordation of such a declaration shall formally terminate Declarant's rights and duties relating to design, landscaping, sign and other controls, as well as any other duties, rights and obligations of Declarant under these CC&R's, except to the degree it has such rights as an Owner or as a member of the Owner's Committee.

9.2 Formation of Owners' Committee

Upon Declarant's relinquishment of its control and duties, the Owners' Committee shall automatically come into existence, and shall succeed to all duties, powers, responsibilities, rights and privileges of Declarant under these CC&R's.

9.3 Selection of Members

- (a) Within thirty (30) days after the commencement date of the Owners' Committee, the initial members of the Owners' Committee shall be elected. Persons eligible for Committee positions shall be limited to an individual Owner or directors, officers, employees, agents, owners or partners of any corporation, partnership, joint venture or proprietorship owning any Site within ABC. Declarant shall solicit from and then circulate to all Owners, a list of nominees for the five (5) initial Committee positions within the 30-day organizational period. Declarant shall then conduct an election of the initial Committee. The five nominees obtaining the five highest vote totals shall constitute the initial Owners' Committee.
- (b) Each Owner of a Lot or Lots throughout ABC shall have the right to cast one vote for each Committee position per each Site consisting of one acre or less, and an additional vote for each acre and any fraction thereof in excess of one-half acre by which the Site exceeds one acre. If the Owner of a Site consists of more than one person or entity, they shall agree among themselves and designate in writing a single person who is entitled to cast the votes for the Site. If they do not agree and designate in writing the person entitled to cast the votes for the site, that Site shall not be entitled to vote. The initial Owners' Committee shall meet within ten (10) days after the election and may at that time adopt any governing documents, including bylaws, guidelines, procedures, rules and regulations, relating to the Owners' Committee and ABC.

9.4 Declarant's Responsibilities

466 - 1926

In the event Declarant is unsuccessful in organizing the Owners' Committee within the 30-day organizational period specified by Section 9.3 above, Declarant shall have no further responsibilities relating to the Owners' Committee, and the Owners' Committee shall be organized exclusively by the Owners within ABC. Such failure of organization of the Owners' Committee shall not affect the existence of the Owners' Committee or the effectiveness of the CC&R's.

9.5 Legal Form, Owners' Committee

The Owners' Committee shall determine the legal form of the Owners' Committee and any association of Owners.

**X DURATION AND MODIFICATION**

10.1 Duration

Unless sooner terminated or modified according to the procedures provided in Section 10.2 below, these CC&R's shall remain in effect for a period expiring on the thirtieth (30th) anniversary date of the execution of this Declaration and shall be automatically renewed for an unlimited number of successive ten-year periods unless repealed as provided in Section 10.2.

10.2 Modification and Repeal

This Declaration may be terminated or extended or any covenant, condition or restriction herein may be modified or amended as to all or any portion of ABC pursuant to the following procedures:

- (a) Except as otherwise provided in (b) below, with the written consent of Declarant and of the Owners of fifty-one percent (51%) of the land area of Sites within ABC. The consent of Declarant shall not be required after Declarant ceases to be an Owner of any Site.
- (b) Until such time as Declarant no longer owns any interest in ABC or relinquishes control pursuant to Section 9.1 herein, Declarant acting alone may modify or amend the provisions of Articles III, IV, V and VI; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment, Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declaration.
- (c) No termination, extension or modification or other amendment shall become effective until a proper instrument has been recorded in the deed records of Deschutes County. No material amendment of this Declaration shall affect the rights of a mortgagee under a mortgage or a trustee or beneficiary under a trust deed constituting a lien on any Site unless such person consents in writing to the amendment.

10.3 Replat

466 • 1927

Declarant reserves the right to replat all or any portion of ABC, before or after the sale of any Lots, provided that no changes are made to the plat of any Lot that is not owned by Declarant without the consent of the Owner of such Lot.

**XI ENFORCEMENT**

11.1 Right of Entry

Declarant, or its authorized representative, shall have the right to enter any Site for the purpose of determining compliance with these CC&R's.

11.2 Default and Remedies

In the event of any breach, violation, or failure to perform or satisfy any covenant, condition, or restriction which has not been cured within the time set forth in a written notice to do so, Declarant at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which Declarant may be entitled by law or equity, whether or not set forth herein. All remedies provided herein or by law or equity shall be cumulative and not mutually exclusive.

(a) Damages

Declarant may bring suit for damages for any compensable breach of or noncompliance with any of the covenants, conditions, or restrictions, or declaratory relief to determine the enforceability of any of these CC&R's.

(b) Equity

It is recognized that a violation by an Owner of one or more of the foregoing covenants, conditions, or restrictions may cause Declarant to suffer material injury or damage not compensable in money, and that Declarant shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these CC&R's or an injunction to enjoin the continuance of any such breach or violation thereof.

(c) Abatement and Lien Rights

Any such breach or violation of these CC&R's or any provision hereof is hereby declared to be a nuisance, and Declarant shall be entitled to enter the Site or portion of ABC as to which the breach or violation exists and summarily abate and remove, without further legal process, to the maximum extent permitted by law, any structure, thing, or condition that may exist in violation of any of these restrictions; or take those actions which are required of any person or entity which is subject to this Declaration; or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing

to act in violation of these CC&R's -- all at the sole cost and expense of Owner. Any costs or expenses paid or incurred by Declarant in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon, shall be a charge against the Site or portion of ABC as to which the breach or violation exists, and shall also be the personal obligation of that person who was Owner when such charges became due or who committed such breach or violation. In addition to any other rights or remedies hereunder, Declarant may deliver to Owner and record with the Deschutes County Recorder a notice of claim of lien, and if any amounts so charged have not been paid within thirty (30) days thereafter, Declarant or its authorized representatives may foreclose such lien in any manner permitted by law as provided in ORS Chapter 88. If the violations recited in such lien claim are timely cured and any recited amounts timely paid as provided above, Declarant shall forthwith record an appropriate release of such lien at Owner's sole expense.

#### 11.3 Waiver

No waiver by Declarant of a breach of any of these restrictions, and no delay or failure to enforce any of these restrictions, shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of these CC&R's. No waiver by Declarant of any breach or default hereunder shall be implied from any omission by Declarant to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by Declarant to or of any act by an Owner requiring Declarant's consent or approval shall not be deemed to waive or render unnecessary Declarant's consent or approval to or of any similar acts by Owner.

#### 11.4 Costs of Enforcement

In the event any legal or equitable action shall be instituted to enforce any provision of these restrictions, the party prevailing in such action shall be entitled to recover all of its costs, including court costs and reasonable attorneys' fees.

#### 11.5 Non-Exclusive Rights of Enforcement

The rights of enforcement granted to Declarant are non-exclusive and shall be exercisable by Declarant for so long as Declarant owns any interest in ABC. Concurrently, each Owner is hereby granted the rights of enforcement and the remedies provided to Declarant by Section 11.2 (a) and (b).

### XII MISCELLANEOUS

#### 12.1 Constructive Notice and Acceptance

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of ABC is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in ABC.

12.2 Delegation and Assignment of Declarant's Rights and Duties

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Declarant may from time to time delegate any or all of its rights, powers, discretion and duties as Declarant hereunder to such agent or agents as it may designate. Declarant may permanently assign any and all of its rights, powers, discretion and duties as Declarant hereunder to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Such assignment shall become effective upon recordation with the Deschutes County Recorder. If at any time Declarant ceases to exist and has not made such assignment, a successor Declarant may be appointed only with the written consent of Owners of fifty-one percent (51%) of the land area of sites within ABC.

12.3 No Liability

Neither Declarant nor its successors or assigns shall be liable to any Owner or occupant of ABC by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or occupant of any of ABC by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

12.4 Notices

All notices to be given pursuant to this Declaration shall be in writing. If given to the Declarant, notice is effective only upon receipt. If given to an Owner, notice is effective: (i) two (2) days after mailing by United States certified or registered mail, postage prepaid, addressed to the Owner of a Site at the address shown on the then current property tax roll for Deschutes County; or (ii) upon receipt in the case of messenger, overnight courier, or facsimile. Notices to Declarant shall be delivered to: Lary J. Mielke, 600 S. Lake Ave., Suite 411, Pasadena, CA 91106 (Fax 626/792-8031); with a copy to: Jean Wood, P.O. Box 1407, Redmond, OR 97756 (Fax 541/385-3113).

12.5 Declarant's Approval or Consent

Any provision of these CC&R's whereby Declarant's approval or consent is required, said approval or consent must be in writing to be valid and shall be the responsibility of Owner to obtain. Notwithstanding the foregoing, Declarant may delegate certain review and approval rights to an agent.

12.6 Captions

The captions of articles and sections herein are used for convenience only and not intended to be part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

12.7 Effect of Invalidation

If any term or provision of these CC&R's is held to be invalid by any court, such invalidity shall not affect in any way the validity of the remaining CC&R's.

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IN WITNESS WHEREOF, the undersigned Declarant has caused the execution of this Declaration on the date first above written.

**DECLARANT:**

AIRPORT BUSINESS CENTER ASSOCIATES, L.L.C.

By:

  
Larry J. Mielke, Manager

STATE OF OREGON                    )  
COUNTY OF DESCHUTES        ) ss.

The foregoing instrument was acknowledged before me this 11 day of September 1997, by  
Larry J. Mielke, Manager of Airport Business Center Associates, L.L.C.



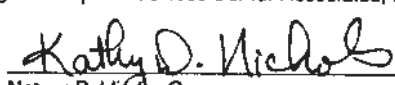
  
Kathy D. Nichols  
Notary Public for Oregon  
My Commission expires: 11/14/00



EXHIBIT "A"

Legal Description

466 - 1931

AIRPORT BUSINESS CENTER PHASE 1

A replat of a portion of Lot 4 INNOVATION PARK located in the Southeast 1/4 of Section 21, and the Southwest 1/4 of Section 22, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon.

STATE OF OREGON ) ss.  
COUNTY OF DESCHUTES )

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:

97 OCT 21 PM 12:35

MARY SUE PENHOLLOW  
COUNTY CLERK

BY  DEPUTY  
NO. 97-35871 FEE 145  
DESCHUTES COUNTY OFFICIAL RECORDS

98-25

501 - 0037

**98-28450**  
**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

A. Name of the transactions described in the attached instruments:

**Ord. #98-31 - AIRPORT BUSINESS CENTER, PHASE 1, 1997 LOCAL IMPROVEMENT DISTRICT**

Property located at: Airport Business Center, Phase I, Airport Way, Redmond, Oregon

B. Names of First Parties: Six (6) Property Owners, as listed in attached ordinance:

Gerald D. Gerdes
Ralph J. Affatati Trust, Dated 5-5-82
Mitchem Enterprises LLC
Airport Business Center Associates LLC
Stephen Karl Deckard
City, Water Fund

Names of Second Parties: City of Redmond, Oregon

C. Lien or Satisfaction Amount: \$596,412.57

D. Name and address of person authorized to receive the instrument after recording:

City Recorder's Office  
PO Box 726  
Redmond OR 97756-0100

env  
5/5/98

**REDMOND ORDINANCE  
ORDINANCE NO. 98-31**

**AN ORDINANCE ESTABLISHING ASSESSMENTS FOR LOCAL IMPROVEMENT DISTRICT "AIRPORT BUSINESS CENTER, PHASE 1, 1997 LOCAL IMPROVEMENT DISTRICT"; AUTHORIZING THE CITY FINANCE DIRECTOR TO ENTER SAID ASSESSMENTS IN THE LIEN DOCKET AND REQUIRING BANCROFT BOND APPLICATIONS TO BE FILED BY JULY 14, 1998, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Redmond, by and through the City Council, duly formed Local Improvement District "**AIRPORT BUSINESS CENTER, PHASE 1, 1997 LOCAL IMPROVEMENT DISTRICT**", for the purpose of financing infrastructure improvements; and

**WHEREAS**, the City duly entered into construction contracts for the purpose of said improvements; and

**WHEREAS**, the City Public Works and Finance Departments have apportioned the cost upon the lots or parcels of land benefited thereby in the respective Local Improvement Districts and have filed a report with the City Recorder; and

**WHEREAS**, the City set a hearing for objection to the proposed assessments for June 23, 1998 at 7:00 p.m. and notice of the assessments and hearing were mailed to the property owners with the notation that objections were to be filed with the City Recorder before 5:00 p.m. on June 22, 1998; and

**WHEREAS**, the City Council, after considering any objections raised has determined the amount of benefit accruing to each lot or parcel of land by reason of said improvements;

**NOW, THEREFORE**, the City of Redmond ordains as follows:

**SECTION ONE:** The costs of the improvements for the "**AIRPORT BUSINESS CENTER, PHASE 1, 1997 LOCAL IMPROVEMENT DISTRICT**" to be paid by the lots or parcels of land by assessment is \$ **596,412.57** which is, by this ordinance, assessed against the parcels of property in the amounts set forth in Exhibit "A".

**SECTION TWO:** The City Finance Director shall enter the assessments shown above in the docket of City liens and the assessments shall constitute a lien against properties shown above as of the date of adoption of this ordinance.

**SECTION THREE:** The City Recorder shall cause to be mailed a Notice of Assessment to each person shown above. The Notice of Assessment shall be in the form shown on Exhibit "B", attached hereto and by this reference incorporated herein and shall allow owners of assessed property to pay the assessment in cash or to file an application under the Bancroft Bonding Act as shown on Exhibit "B". Such application under the Bancroft Bonding Act must be received by the City no later than 5:00 p.m., July 14, 1998.

**SECTION FOUR:** It is essential to proceed immediately with levying of assessments to defray the cost of this project and it is in the best interest of the citizens of the City to make this ordinance effective immediately; now, therefore, an emergency is declared to exist and this ordinance shall take effect upon its adoption.

**ADOPTED** by the City Council and **APPROVED** by the Mayor this 23rd day of June, 1998.

  
Jerry G. Thackery, Mayor

Jan Anderson, Council President

ATTEST:

  
Georgia "Jo" Wolf, Deputy City Recorder

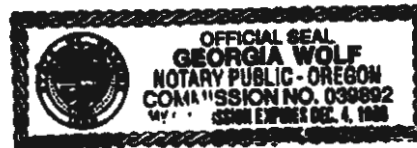
State of Oregon  
County of Deschutes

This instrument was acknowledged before me on 23rd of June by Jan Anderson, Council Pres., Mayor.

Council President

  
Georgia "Jo" Wolf, Deputy City Recorder

My commission expires 12-4-98



## EXHIBIT A

The below parcel is located in the SE ¼ Sec.21 T15S. R.13E W.M., Redmond, Deschutes County, Oregon.

Property Owner Tax Lot	Legal Description	Final Assessment
Gerald D. Gerdes 15-13-21D 301	Airport Business Center, Phase 1, Lot 1	-0-
Ralph J. Affatati Trust, Dated 5-5-92 15-13-21D 302	Airport Business Center, Phase 1, Lot 2	38,938.90
Mitchem Enterprises LLC 15-13-21D 303	Airport Business Center, Phase 1, Lot 3	39,336.24
Airport Business Center Associates LLC 15-13-21D 304	Airport Business Center, Phase 1, Lot 4	39,336.24
Airport Business Center Associates LLC 15-13-21D 305	Airport Business Center, Phase 1, Lot 5	22,250.81
Airport Business Center Associates LLC 15-13-21D 306	Airport Business Center, Phase 1, Lot 6	22,250.81
Airport Business Center Associates LLC 15-13-21D 307	Airport Business Center, Phase 1, Lot 7	22,250.81
Airport Business Center Associates LLC 15-13-21D 308	Airport Business Center, Phase 1, Lot 8	25,032.15
Airport Business Center Associates LLC 15-13-21D 309	Airport Business Center, Phase 1, Lot 9	40,130.91
Airport Business Center Associates LLC 15-13-21D 310	Airport Business Center, Phase 1, Lot 10	57,613.69
Airport Business Center Associates LLC 15-13-21D 311	Airport Business Center, Phase 1, Lot 11	98,936.61
Airport Business Center Associates LLC 15-13-21D 312	Airport Business Center, Phase 1, Lot 12	100,525.95
Stephen Karl Deckard 15-13-21D 313	Airport Business Center, Phase 1, Lot 20	34,170.88
Airport Business Center Associates LLC 15-13-21D 314	Airport Business Center, Phase 1, Lot 21	32,978.87
City, Water Fund	n/a	\$22,659.70
<b>TOTAL</b>		<b>\$596,412.67</b>

501 - 0041

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:

98 JUL -1 AM 9:51

MARY SUE PENHOLLOW  
COUNTY CLERK

BY.



DEPUTY

NO.

98-28450

FE

25

DESCHUTES COUNTY OFFICIAL RECORDS

**VOL: 2000    PAGE: 40325**  
**RECORDED DOCUMENT**

**STATE OF OREGON**  
**COUNTY OF DESCHUTES**



\*2000-40325 \* Vol-Page

Printed: 10/04/2000 15:44:06

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received  
and duly recorded in Deschutes County records:

**DATE AND TIME:**        Oct. 4, 2000; 3:43 p.m.

**RECEIPT NO:**            26866

**DOCUMENT TYPE:**      Covenants, Conditions &  
   Restrictions

**FEE PAID:**                \$71.00

**NUMBER OF PAGES:**   8

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

**MARY SUE PENHOLLOW**  
**DESCHUTES COUNTY CLERK**

**FIRST AMENDMENT TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AIRPORT BUSINESS CENTER**

The undersigned, Airport Business Center Associates, L.L.C., being the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Airport Business Center recorded on October 21, 1997 in Book 466 at Page 1907, Official Records of Deschutes County (the "CC&R's") and being the Owner of more than 51% of the land area of Sites of Airport Business Center, hereby amend the CC&R's pursuant to Section 10.2 of the CC&R's this 25<sup>th</sup> day of September, 2000, as follows:

**I GENERAL DECLARATION**

**1.2 Additional Land**

Pursuant to Section 1.2 of the CC&R's, Declarant hereby subjects the contiguous land described on Exhibit A attached hereto to the CC&R's, and by execution of this First Amendment S & S Development, LLC, the owner of fee title to the land described on Exhibit A hereby consents to the addition of such land to Airport Business Center.

**II DEFINITIONS**

Section 2.3 of the Declaration is hereby amended and restated in its entirety as follows:

- "2.3 Campus within the Park ('the Campus'): That portion of the real property designated Lots 9 through 12 as shown on Plat Number SUB-97-05 recorded October 21, 1997 as now existing or hereafter replatted, together with any additional lots added to the Campus by Declarant."

Section 2.4 of the Declaration is hereby amended and restated in its entirety as follows:

- "2.4 Common Area(s): That portion of the real property now existing or hereafter designated as common area for the use and enjoyment of all owners of lots within ABC in common; provided that such common area shall be limited to open space, common signage or park-like amenities including those referenced in Section 5.4 of this Declaration. With respect only to the Campus, the term 'common areas' shall also include roadways, parking areas and other facilities that are subjected to reciprocal easements for the mutual benefit of Lots within the Campus, which may be referred to herein as 'Campus Common Area(s)'."

Section 2.8 of the Declaration is hereby amended and restated in its entirety as follows:

- "2.8 Lot: A lot or parcel within ABC legally created by partition or subdivision and suitable as a building site. A lot or parcel located in the Campus may also be referred to as a 'Campus Lot'."

Section 2.9 of the Declaration is hereby amended and restated in its entirety as follows:

- "2.9 Owner: The holder of a fee simple interest in a Site, or the holder of a vendee's interest in a Site under a recorded installment contract of sale. The holder of any leasehold interest in a Site, a building, or a portion of a building



is not an Owner. If there are two or more co-owners of a Site, they shall collectively constitute only one Owner for purposes of these CC&R's, and shall have only one vote on any matter on which Owners may vote as provided in Section 9.3(b). With respect to the Campus, an Owner may also be referred to as a 'Campus Owner'."

Section 2.10 of the Declaration is hereby amended and restated in its entirety as follows:

- "2.10 Owners' Committee: Committee of owners formed pursuant to Article IX. The term 'Campus Owners' Committee' shall refer exclusively to Owners of Lots within the Campus."

### III REGULATION OF OPERATIONS AND USES

Section 3.1 of the Declaration is hereby amended and restated in its entirety as follows:

"3.1 Permitted Uses

Any business or industrial operation and use consistent with the zoning ordinances of the City of Redmond will be permitted provided Declarant consents thereto. Approved uses shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other Sites. Certain activities which cannot be carried on within a building may be permitted provided Declarant specifically consents thereto, and further provided such activity is screened or otherwise mitigated so as not to be discernible from or produce a nuisance to neighboring Sites and streets. Changes in use shall be approved, disapproved or conditionally approved after receipt of all information that would be reasonably required for a prudent business decision. No change in the use of any building on a Lot within the Campus shall be made if such change would violate the parking ratio required by the City of Redmond for such use."

### V DEVELOPMENT STANDARDS

Section 5.4 of the Declaration is hereby amended and restated in its entirety as follows:

"5.4 Landscape and Pathway Easement and Public Utility Easement

Declarant reserves a perpetual non-exclusive easement fifteen (15) feet in width over each lot abutting First Street, Fourth Street, Sixth Street, Umatilla Avenue, and Airport Way, parallel to and contiguous with the right-of-way of each such street. Except as otherwise provided in Section 5.4(a) below, the easement area, together with the public right-of-way between the property line and the curb, shall be used for (i) the installation and maintenance of underground utilities and their above-ground appurtenances, and (ii) construction, maintenance, repair and use of a unified perimeter streetscape and public pedestrian/bicycle pathway. Said easement area together with the public right-of-way between the property line and the curb shall be considered common area, except that it shall be maintained in accordance with Declarant's standards by Owner at Owner's expense unless and until Declarant contracts for common maintenance as a common expense. The streetscape shall be designed by Declarant and may include, without limitation, landscaping, signs, lighting, irrigation, and a meandering public pedestrian/bicycle pathway as a continuous linear system. The pathway, irrigation system and landscaping shall be installed in accordance with Declarant's design concept either by Declarant or Owner, at Declarant's

option, and the cost therefor shall be paid by the Owner of the Lot on which the improvements are made. Declarant reserves the right to form a local improvement district ("L.I.D.") for the construction of all or any portion of the streetscape, and each Owner hereby consents to the formation of such an L.I.D.; provided that any Owner who has constructed the streetscape on a Lot at its cost shall be excluded from the L.I.D. with respect to such Lot. It shall be the responsibility of Owner to maintain the flow of the irrigation system during construction of vehicular access drives, the location of which shall be subject to approval of Declarant, and to restore grading, the meandering pathway, landscaping, and irrigation system to its original condition. Notwithstanding the foregoing, Declarant may permit parking on the five (5) foot strip of the easement area most distant from the right-of-way in the case of Lots less than 30,000 square feet in area."

(a) Airport Way

With respect to Airport Way, it is the intent of Declarant that the unimproved public right-of-way adjacent to the above-described easement be utilized for underground utilities and elements of the streetscape described above, and that the fifteen foot (15') easement across each Lot parallel to and contiguous with Airport Way be used primarily for the purpose of common area signage and lighting, if any."

Section 5.9(e) of the Declaration is hereby amended and restated in its entirety as follows:

- "(e) Roof treatments may be of any traditional roof material that has a non-glare surface, as approved by Declarant, except that roof designs and materials within the Campus shall be in strict conformance to Declarant's design specifications for the Campus, now existing or hereafter adopted by Declarant."

## **VII MAINTENANCE OF COMMON AREAS AND FACILITIES**

Article VII of the Declaration is hereby amended and restated in its entirety as follows:

"7.1 Maintenance Responsibility

Until such time as Declarant designates a maintenance operator for all or any portion of the maintenance of common areas, or of Campus Common Areas as set forth in Section 7.3 below, the Owner of each Lot shall maintain and repair all common areas and facilities located upon such Owner's Lot. Such maintenance and repairs include, without limitation:

- (a) Performance of necessary maintenance of landscaping as required within the common areas including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste material, and replacement of any dead or diseased grass, groundcover, shrubs, or trees; all in accordance with any guidelines established by Declarant;
- (b) Periodic cleaning (including ice and snow removal), maintenance, and repair of the pedestrian/bicycle pathway;
- (c) Maintenance of general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the common areas located on the Owner's lot. The amount and coverage of such insurance shall be determined by Declarant, but in no event shall said insurance afford protection of less than \$1,000,000

combined single limit for bodily injury, death or property damage. Declarant shall be named as an additional insured on such policy.

7.2 Maintenance Operator

Declarant shall have the right to designate and employ a maintenance operator to perform all or any portion of the maintenance and repair obligations described above.

7.3 Maintenance of Campus Common Areas and Facilities, and Declaration of Easements

- (a) Declarant shall have the right to designate and employ a maintenance operator to perform all or any portion of the maintenance and repair obligations described in 7.1 above together with all necessary and appropriate maintenance of Campus Common Areas, driveways and any other common facility contained within the Campus, either separately or in conjunction with appointment of a maintenance operator for the entire project pursuant to 7.2. Declarant shall also have the right, but not the obligation, to contract for security services for the benefit of the Campus as a Campus Common Area expense.

(b) Easements for Utilities, Etc. within the Campus

Declarant hereby reserves access and maintenance easements on, across, over and under all Campus Common Areas to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining roads, walkways, bicycle pathways, trails, drainage systems, street lights, signage, cable television, telecommunication, security and similar systems, and all other utilities (including water, sewer, telephone, gas, and electricity) and facilities and equipment related to any of the foregoing.

(c) Easements for Drainage within the Campus

Declarant hereby reserves over every Campus Lot and Campus Common Area easements for natural drainage of storm water runoff from other portions of the Campus. In addition, Declarant hereby reserves an easement to enter any portion of the Campus in order to change, correct or modify the grade or drainage channels of the Campus for the purpose of improving drainage from and across the Campus; provided the holder of such easement shall use all reasonable efforts to conduct any such work in a manner which minimizes any disturbance to the uses of the Campus Lots and their respective tenants, guests and licensees; shall undertake any such work expeditiously and restore to usable condition as soon as reasonably possible; and shall not alter the natural drainage so as to increase materially the drainage of storm water onto adjacent portions of the Campus without the consent of the Owner of the affected property.

(d) Easements for Vehicular Ingress, Egress and Parking

Declarant hereby reserves over every Campus Lot and Campus Common Area easements for: (i) vehicular ingress and egress to, from, over and across any roads, streets or driveways located on any portion of the Campus, and (ii) shared vehicular parking in any parking lot striped for parking that may from time to time be located in the Campus, subject to: (1) any restrictions contained in the Permitted Uses (Section 3.1), (2) the right of any Owner, at its sole cost and

expense, to permanently designate and mark no more than 40% (unless otherwise approved by Declarant) of its parking spaces to be used during its usual business hours exclusively for its own purposes (such Owner shall be entitled, at its sole cost and expense, to enforce restrictions respecting unauthorized parking in such parking spaces), and (3) the obligation of each Owner to instruct its employees to park in its parking spaces. Such easements are for the benefit of Declarant and its agents, employees, successors and assigns, the Campus Owners, and each of their respective agents, employees, tenants, guests and invitees. Until such time as Declarant designates a maintenance operator for the Campus Common Area, each Owner will maintain and pay the cost of maintenance of the driveways and parking areas located on such Owner's Lot.

(e) Right of Entry

Declarant shall have the right, but not the obligation, to enter upon any Campus Lot for emergency, security, or safety reasons (including the correction of any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by Declarant), and to perform construction, maintenance and repair pursuant to this Declaration.

7.4 Easements Deemed Created

Each conveyance of a Lot in ABC after the date of recordation of this Declaration shall be construed to grant and reserve the easements contained in the foregoing Section 7.3 and elsewhere in these CC&R's, regardless of whether any specific reference to such easements appears in the instrument of conveyance."

## VIII ASSESSMENTS

Article VIII of the Declaration is hereby amended by the addition of a new Section 8.7 as follows:

"8.7 Campus Assessments

Additional assessments may be made by Declarant against Campus Lots to cover the costs of or to establish a reasonable reserve for providing any service or capital expense for the Campus Common Area. Campus assessments shall be for the same purposes and treated in the same manner as set forth in Sections 8.1 through 8.6 above, except that such assessment shall be for costs and expenses incurred in connection with the maintenance, repair and improvement of the Campus Common Area pursuant to Section 7.3; and shall be allocated to each Campus Lot in proportion to the square footage of such Lot to the square footage of all Lots in the Campus."

## IX OWNERS' COMMITTEE

Article IX of the Declaration is hereby amended and restated in its entirety as follows:

"9.2 Formation of Owners' Committee

- (a) Upon Declarant's relinquishment of its control and duties, the Owners' Committee shall automatically come into existence, and shall succeed

to all duties, powers, responsibilities, rights and privileges of Declarant under these CC&R's, subject to Section 9.2(b).

- (b) Declarant, so long as Declarant exercises controls set forth in this Declaration, and thereafter the Owners of Lots within the Campus may at any time form a Campus Owners' Committee to succeed to all duties, powers, responsibilities, rights and privileges under these CC&R's that are applicable exclusively to the Campus. Upon formation of the Campus Owners' Committee, all rights and responsibilities with respect to operations, design review, landscaping, maintenance, and enforcement within the Campus shall vest exclusively in the Campus Owners' Committee. Upon termination of the Campus Owners' Committee, all such rights and obligations shall revert to the Owners' Committee.

## **X DURATION AND MODIFICATION**

Section 10.1 of the Declaration is hereby amended and restated in its entirety as follows:

### **"10.1 Duration**

Unless sooner terminated or modified according to the procedures provided in Section 10.2 below, these CC&R's shall remain in effect for a period expiring on the thirtieth (30<sup>th</sup>) anniversary date of the execution of this Declaration and shall be automatically renewed for an unlimited number of successive ten-year periods unless repealed as provided in Section 10.2. Notwithstanding the foregoing, all of the easements reserved for the benefit of the Campus in Section 7.3 shall be perpetual."

Section 10.2(a) of the Declaration is hereby amended and restated in its entirety as follows:

- "(a) Except as otherwise provided in (b) below, with the written consent of Declarant and of the Owners of fifty-one percent (51%) of the land area of Sites within ABC; provided, however, that any modification or amendment to a provision of this Declaration which applies only to the Campus may be adopted with the written consent of Declarant and the Owners of 51% of the land area of Sites within the Campus. The consent of Declarant shall not be required after Declarant ceases to be an Owner of any Site."

## **XI ENFORCEMENT**

Section 11.1 of the Declaration is hereby amended and restated in its entirety as follows:

### **"11.1 Right of Entry**

Declarant, or its authorized representative, shall have the right to enter any Site for the purpose of determining compliance with these CC&R's and to perform construction, maintenance and repairs required or permitted by this Declaration."

IN WITNESS WHEREOF, the undersigned Declarant has caused the execution of this Declaration on the date first above written.

**DECLARANT: AIRPORT BUSINESS CENTER ASSOCIATES, L.L.C.**

By: 

Jean Wood, Authorized Agent

2000. 40325-7

STATE OF OREGON                     )  
COUNTY OF DESCHUTES        ) ss.

The foregoing instrument was acknowledged before me this 4 day of October, 2000,  
by Jean Wood, Authorized Agent of Airport Business Center Associates, L.L.C.



Julie A. Best  
Notary Public for Oregon  
My Commission expires: 5-1-04

The undersigned S & S Development, LLC hereby consents to the addition of the real property described on Exhibit A to Airport Business Center and subjects such real property to the CC&R's.

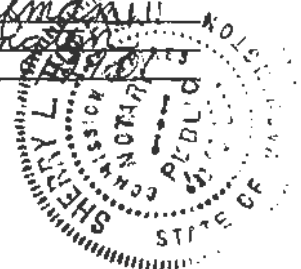
S & S DEVELOPMENT, LLC

By: Mark Swanson, MEMBER

STATE OF Washington  
COUNTY OF Snohomish ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Sept, 2000,  
by Mark Swanson, Member of S & S Development, LLC.

Sherry L. Hoffmann  
Notary Public for Washington  
My Commission expires: \_\_\_\_\_



**EXHIBIT A**

That portion of Lot 4 of INNOVATION PARK located in the Southeast Quarter (SE) of Section Twenty-one (21), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, lying within the boundaries of the following described property:

Beginning at a 5/8" iron rod at the Northwest corner of Lot 21 of AIRPORT BUSINESS CENTER; thence North 00° 52' 37" West 284.54 feet to a 5/8" iron rod at an angle point in the boundary of said Lot 4; thence following said boundary, South 32° 55' 14" East 339.21 feet to a 5/8" iron rod at the Northeast corner of said Lot 21; thence following the boundary of said Lot 21, South 32° 55' 14" East 118.76 feet to a 5/8" iron rod; thence leaving said Lot 4 boundary, 100.78 feet along the arc of a 470.00 foot radius curve right (the long chord of which bears South 60° 24' 08" West 100.58 feet) to a 5/8" iron rod; thence South 66° 32' 58" West 48.73 feet to a 5/8" iron rod; thence 117.71 feet along the arc of a 470.00 foot radius curve right (the long chord of which bears South 73° 43' 27" West 117.40 feet) to a 5/8" iron rod; thence North 00° 05' 28" East 201.90 feet to the point of beginning.

405

**SECOND AMENDMENT TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AIRPORT BUSINESS CENTER**

The undersigned, Airport Business Center Associates, LLC, being the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Airport Business Center recorded on October 21, 1997 in Book 466 at Page 1907, Official Records of Deschutes County, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Airport Business Center, recorded on October 4, 2000 in Volume 2000 at Page 40325, Official Records of Deschutes County, collectively, the "CC&R's" and being the owner of more than 51% of the land area of Sites of Airport Business Center, hereby amends the CC&R's pursuant to Section 10.2 of the CC&R's this \_\_\_\_ day of November, 2001, as follows:

**I      GENERAL DECLARATION**

**1.2    Additional Land**

Pursuant to Section 1.2 of the CC&R's, Declarant hereby subjects the contiguous land described on Exhibit A attached hereto to the CC&R's, and by execution of this Second Amendment, Declarant, as the owner of fee title to the land described on Exhibit A, hereby consents to the addition of such land to Airport Business Center.

**II     DEFINITIONS**

Section 2.3 of the Declaration is hereby amended and restated in its entirety as follows:

- "2.3    Campus within the Park ('the Campus'): That portion of the real property designated Lots 9 through 12 as shown on Plat Number SUB-97-05 recorded October 21, 1997, as now existing or hereafter replatted, and that portion of the real property designated Lot 15 and shown in a replat of Plat No. SUB-97-05 recorded \_\_\_\_\_, 2001, as now existing or hereafter replatted, such replat consisting of a replat of a portion of Lot 4 of Innovation Park located in the Southeast 1/4 of Section 21, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, together with any additional lots added to the Campus by Declarant."

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*FIRST AMERICAN TITLE*

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2001-59966



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\$15.00 \$5.00 \$11.00 \$10.00 \$5.00



IN WITNESS WHEREOF, the undersigned Declarant has caused the execution of this Declaration on the date first above written.

**DECLARANT:** AIRPORT BUSINESS CENTER ASSOCIATES, LLC

By: \_\_\_\_\_

Jean Wood, Authorized Agent

STATE OF OREGON        )  
                                  ) ss.  
COUNTY OF DESCHUTES )

The foregoing instrument was acknowledged before me this 21 day of November, 2001, by Jean Wood, Authorized Agent of Airport Business Center Associates, LLC.



\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 5-1-04

**EXHIBIT A**

That portion of Lot 4 of INNOVATION PARK located in the Southeast Quarter (SE) of Section Twenty-one (21), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, lying within the boundaries of the following described property:

Beginning at a 5/8" iron rod at the northwest corner of Lot 20 of AIRPORT BUSINESS CENTER PHASE 1, the initial point for this subdivision; thence following the boundary of said plat of AIRPORT BUSINESS CENTER PHASE 1, South 00° 05' 33" West 635.28 feet to a 5/8" iron rod; thence leaving said plat boundary, North 89° 54' 32" West 429.93 feet to a 5/8" iron rod; thence North 00° 05' 13" East 24.39 feet to a 5/8" iron rod; thence North 89° 54' 32" West 590.37 feet to a 5/8" iron rod on the boundary of said Lot 4 of INNOVATION PARK; thence following said Lot 4 boundary, North 00° 05' 13" East 754.05 feet to a 5/8" iron rod; thence North 89° 59' 25" East 590.37 feet to a 5/8" iron rod; thence North 00° 04' 59" East 590.39 feet to a 5/8" iron rod; thence South 89° 59' 59" East 604.52 feet to a 5/8" iron rod; thence South 00° 00' 19" East 451.01 feet to a 5/8" iron rod; thence leaving said Lot 4 boundary, South 00° 52' 38" East 284.54 feet to a 5/8" iron rod at the northeast corner of said Lot 20; thence North 89° 55' 28" West 180.00 feet to the point of beginning. Contains 26.72 acres.

## RECORDING COVER SHEET

7  
7  
THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

### County Filing Index - Deeds

Recording Authority - Redmond Code Section 1.500 Requires Recording of documents with the Deschutes County Clerk (Ordinance Number 2001-13)

A. Title of Document: Land Division Agreement

Property located at:

A portion of Lot 4 of INNOVATION PARK located in the Southeast Quarter (SE ¼) of Section 21 in TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and fully described as follows:

Beginning at a 5/8" Iron rod at the most Southerly corner of Lot 12 on the boundary of said Lot 4 of INNOVATION PARK; thence following said boundary South 54° 03' 28" West, 529.51 feet; thence 642.51 feet along the arc of a 1040.00 foot radius curve right (the long chord of which bears South 71° 45' 23" West, 632.34 feet); thence South 88° 27' 09" West, 8.90 feet to a 5/8" Iron rod at the Southwest corner of said Lot 4; thence North 00° 05' 13" East, 984.70 feet to a 5/8" Iron rod at the Southwest corner of Lot 28 on the boundary of AIRPORT BUSINESS CENTER PHASE 2; thence leaving said Lot 4 boundary and following said Phase 2 boundary South 89° 54' 32" East, 590.37 feet to a 5/8" Iron rod; thence South 00° 05' 13" West, 24.39 feet to a 5/8" Iron rod; thence South 89° 54' 32" East, 429.93 feet to a 5/8" Iron rod on the boundary of AIRPORT BUSINESS CENTER PHASE 1; thence leaving said Phase 2 boundary and following said Phase 1 boundary South 00° 05' 33" West, 62.52 feet to a 5/8" Iron rod; thence South 58° 44' 19" West, 214.61 feet to a 5/8" Iron rod; thence South 35° 56' 32" East, 340.64 feet to the Point of Beginning.

B. Names of First Parties: One Property Owners, as listed:  
**ABC Partners, LLC**

Names of Second Parties: City of Redmond, Oregon

C. Name and address of person authorized to receive the instrument after recording:

City Recorder's Office  
PO Box 726  
Redmond OR 97756-0100

RcrdgCvr.doc

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-62845



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D-MR Cnt=1 Stn=4 BECKEY  
\$35.00 \$11.00 \$10.00 \$5.00

## LAND DIVISION AGREEMENT

**THIS AGREEMENT** is for improvements located in the Airport Business Center subdivision Phase 3 and is by and between **THE CITY OF REDMOND**, a Municipal corporation of the State of Oregon, hereinafter referred to as "**CITY**", and **ABC Partners, LLC**, the owner of said subdivision development, hereinafter referred to as "**OWNER**".

### WITNESSETH:

**WHEREAS**, ABC Partners, LLC, is the owner of the Airport Business Center subdivision (Phase 3) which is more particularly described in **EXHIBIT "A"** which is attached hereto and incorporated herein by reference, in Redmond, Oregon; and

**WHEREAS**, the Owner of Airport Business Center desires to record the final plat of Phase 3; and

**WHEREAS**, the Owner has agreed to construct the improvements after the recording the final plat of Airport Business Center, Phase 3 in accordance with the terms and conditions set forth in this Agreement by and between the City and the Owner; and

**WHEREAS**, the Owner has agreed to guarantee to the City that the improvements required by the City during the subdivision review shall be constructed; and

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO AGREE AS FOLLOWS:**

#### SECTION ONE - FINAL PLAT

City agrees to sign off on the final plat for Airport Business Center, Phase 3, which is more particularly described in **EXHIBIT "A"** attached hereto and incorporated by reference.

#### SECTION TWO - CONSTRUCTION OF IMPROVEMENTS

The public improvements to be constructed are more particularly described in **EXHIBIT "B"** which is entitled "Redmond Construction Cost Estimate", a two page document which is attached hereto and incorporated by reference.

#### SECTION THREE - SCHEDULE OF WORK

The improvements shall be completed on or before August 1, 2004, which is approximately one (1) year unless the Agreement is extended by the mutual consent of the parties. Owner agrees to allow full access to and inspection of the improvements by City representatives at all reasonable times and to keep the City fully informed on the progress of the improvements.

#### SECTION FOUR - COSTS

Owner hereby agrees that if the improvements described in **EXHIBIT "B"** are not completed by August 1, 2004, that Owner shall pay to the City of Redmond upon demand sufficient sums to complete construction of the improvements. The costs are estimated to be \$210,480.20. Owner acknowledges and understands that the City may have an actual higher cost for completing the subdivision improvements because of the requirements of the Public Contracting Law which the City is required to follow.

#### SECTION FIVE - RELEASE

After acceptance of the improvements by **THE CITY OF REDMOND**, the City agrees to record a release of this Agreement with the Deschutes County Clerk.

SEP 08 2004

## SECTION SIX - LOCAL IMPROVEMENT DISTRICT

If the public infrastructure improvements are not completed, the City reserves the right to form a Local Improvement District (LID) to complete the improvements required under the subdivision plat and to lien all the affected properties in accordance with ORS Chapter 223 and relevant provisions of the Redmond City Code. Owner agrees not to remonstrate against the formation of this Local Improvement District.

## SECTION SEVEN - BREACH

If the Owner breaches the terms or conditions of this Agreement, the CITY OF REDMOND reserves the right to seek any remedy allowed by law and, may at the City's option, seek injunctive relief against Owner forbidding the sale of any remaining lots. The City may also refuse to issue building permits until completion of the improvements and/or payment is received for the full cost of improvements, including but not limited to administrative and legal costs.

## SECTION EIGHT - ATTORNEYS FEES

In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

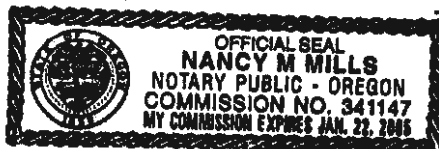
DATED this 8th day of September ~~August~~, 2003.

OWNER/DEVELOPER:

  
Jean Wood, Authorized Agent  
ABC Partners, LLC

STATE OF OREGON            )  
                                      ) ss.  
County of Deschutes        )

Personally appeared before me this 8th day of September 2003, the above-named Jean Wood, and acknowledged the foregoing instrument to be her voluntary act and deed on behalf of the partnership.



  
Notary Public for Oregon

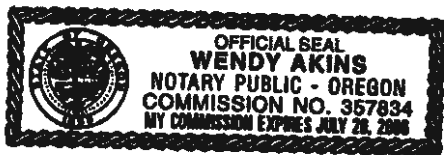
My Commission Expires: 1-22-2005

THE CITY OF REDMOND

By Chuck McGraw  
Chuck McGraw, Senior Planner

STATE OF OREGON           )  
                                      ) ss.  
County of Deschutes       )

Personally appeared before me this 9<sup>th</sup> day of September, 2003, the above-named Chuck McGraw, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the partnership.



Wendy Akins  
Notary Public for Oregon

My Commission Expires: July 28, 2006

Improvement security received by:

Wayne C. Sorensen, Planning Division  
(Please print name & city department)

Exhibit A

The premises are in Deschutes County and are described as follows:

A portion of Lot 4 of INNOVATION PARK located in the Southeast Quarter (SE ¼) of Section 21 in TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and fully described as follows:

Beginning at a 5/8" Iron rod at the most Southerly corner of Lot 12 on the boundary of said Lot 4 of INNOVATION PARK; thence following said boundary South 54° 03' 28" West, 529.51 feet; thence 642.51 feet along the arc of a 1040.00 foot radius curve right (the long chord of which bears South 71° 45' 23" West, 632.34 feet); thence South 88° 27' 09" West, 8.90 feet to a 5/8" iron rod at the Southwest corner of said Lot 4; thence North 00° 05' 13" East, 984.70 feet to a 5/8" iron rod at the Southwest corner of Lot 28 on the boundary of AIRPORT BUSINESS CENTER PHASE 2; thence leaving said Lot 4 boundary and following said Phase 2 boundary South 89° 54' 32" East, 590.37 feet to a 5/8" iron rod; thence South 00° 05' 13" West, 24.39 feet to a 5/8" iron rod; thence South 89° 54' 32" East, 429.93 feet to a 5/8" iron rod on the boundary of AIRPORT BUSINESS CENTER PHASE 1; thence leaving said Phase 2 boundary and following said Phase 1 boundary South 00° 05' 33" West, 62.52 feet to a 5/8" iron rod; thence South 58° 44' 19" West, 214.61 feet to a 5/8" iron rod; thence South 35° 56' 32" East, 340.64 feet to the Point of Beginning.

Exhibit B

# **CITY OF REDMOND CONSTRUCTION COST ESTIMATE**

**Project:** SW Airport Way Imps; Phase III of the Airport Business Center

**Project Number:**

**Description:** Required improvements to Airport Way

**Date:** July 21, 2003



**Comments:** Required frontage and turn lane improvements per conceptual DEA drawing received 07/20/03.

				Engineer's Estimate	
#	Description of Item	QTY	Unit	Unit Cost	Item Cost
1	14" Concrete Curb	2100	LF	\$ 2.75	\$ 5,775.00
2	AC: 3" Class "C"	2500	SY	\$ 6.20	\$ 15,500.00
3	Agg Base: 10"	2500	SY	\$ 4.80	\$ 12,000.00
4	Concrete Sidewalk (5' wide, single side)	2100	LF	\$ 12.50	\$ 26,250.00
5	Excavation	2100	LF	\$ 7.50	\$ 15,750.00
6	Storm Drainage	2100	LF	\$ 15.56	\$ 32,676.00
Subtotal				\$ 107,951.00	
7	Engineering, Admin, Insp (10% of Subtotal)				\$ 10,795.10
8	Clearing and Grubbing (2% of Subtotal)				\$ 2,159.02
9	Construction Staking (2% of Subtotal)				\$ 2,159.02
10	Mobilization (5% of Subtotal)				\$ 5,397.55
11	Traffic Control (1% of Subtotal)				\$ 1,079.51
12	Contingency (20% of Subtotal per City Code)				\$ 21,590.20
Construction Cost Estimate				\$ 151,131.40	



Exhibit B

# **CITY OF REDMOND CONSTRUCTION COST ESTIMATE**

**Project:** SW 6th Street; Phase III of the Airport Business Center

**Project Number:**

**Description:** Remaining Street Improvements for SW 6th Street

**Date:** July 21, 2003



**Comments:** 350 LF Street for Phase III. Water and Sewer are installed and approved.

				Engineer's Estimate	
#	Description of Item	QTY	Unit	Unit Cost	Item Cost
1	14" Concrete Curb	700	LF	\$ 2.75	\$ 1,925.00
2	AC: 3" Class "C"	350	LF	\$ 27.53	\$ 9,635.50
3	Agg Base: 10"	350	LF	\$ 23.09	\$ 8,081.50
4	Concrete Sidewalk (5' wide)	700	LF	\$ 12.50	\$ 8,750.00
5	Excavation	350	LF	\$ 24.44	\$ 8,554.00
6	Storm Drainage	350	LF	\$ 15.56	\$ 5,446.00
<b>Subtotal</b>					<b>\$ 42,392.00</b>
7	Engineering, Admin, Insp (10% of Subtotal)				\$ 4,239.20
8	Clearing and Grubbing (2% of Subtotal)				\$ 847.84
9	Construction Staking (2% of Subtotal)				\$ 847.84
10	Mobilization (5% of Subtotal)				\$ 2,119.60
11	Traffic Control (1% of Subtotal)				\$ 423.92
12	Contingency (20% of Subtotal per City Code)				\$ 8,478.40
<b>Construction Cost Estimate</b>					<b>\$ 59,348.80</b>

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-64299



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\$25.00 \$5.00 \$11.00 \$10.00 \$5.00 \$10.00

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



This page must be included  
if document is re-recorded.  
Do Not remove from original document.

THIRD AMENDMENT TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AIRPORT BUSINESS CENTER

5 RETURN TO:  
MHI REAL ESTATE  
DEVELOPMENT  
405 SW 8TH STREET  
REDMOND, OR 97756

The undersigned, Airport Business Center Associates, L.L.C., being the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Airport Business Center recorded on October 21, 1997 in Book 466 at Page 1907, Official Records of Deschutes County, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Airport Business Center, recorded on October 4, 2000 in Volume 2000 at Page 40325, Official Records of Deschutes County, as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for Airport Business Center, recorded on December 6, 2001 in Volume 2001 at Page 59966, Official Records of Deschutes County, collectively, the "CC&R's" and being the owner of more than 51% of the land area of Sites of Airport Business Center, hereby amends the CC&R's pursuant to Section 10.2 of the CC&R's this 5th day of September, 2003, as follows:

**I GENERAL DECLARATION**

**1.2 Additional Land**

Pursuant to Section 1.2 of the CC&R's, Declarant hereby subjects the contiguous land described on Exhibit A attached hereto to the CC&R's, and by execution of this Third Amendment, ABC Partners, L.L.C., as the owner of fee title to the land described on Exhibit A, hereby consents to the addition of such land to Airport Business Center.

**II DEFINITIONS**

Section 2.5 of the Declaration is hereby amended and restated in its entirety as follows:

"2.5 Declarant: Airport Business Center Associates, L.L.C., an Oregon limited liability company, and ABC Partners, L.L.C., an Oregon limited liability company, and to the extent provided in Section 12.2 of this Declaration, its successors and assigns."

**VII MAINTENANCE OF COMMON AREAS AND FACILITIES**

Article VII of the Declaration is hereby amended and restated in its entirety as follows:

**"7.1 Maintenance Responsibility**

Until such time as Declarant designates a maintenance operator for all or any portion of the maintenance of common areas, or of Campus Common Areas as set forth in Section 7.3 below, the Owner of each Lot shall maintain and repair all common areas and facilities located upon such Owner's Lot and upon the public

right-of-way between the property line of such Owner's lot and the curb (See Section 5.4). Such maintenance and repairs include, without limitation:

- (a) Performance of necessary maintenance of landscaping as required within the common areas including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste material, and replacement of any dead or diseased grass, groundcover, shrubs, or trees; all in accordance with any guidelines established by Declarant;
- (b) Periodic cleaning (including ice and snow removal), maintenance, and repair of the pedestrian/bicycle pathway;
- (c) Maintenance of general public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the common areas located on the Owner's lot. The amount and coverage of such insurance shall be determined by Declarant, but in no event shall said insurance afford protection of less than \$1,000,000 combined single limit for bodily injury, death or property damage. Declarant shall be named as an additional insured on such policy.

## **X DURATION AND MODIFICATION**

Section 10.2 of the Declaration is hereby amended and restated in its entirety as follows:

### **10.2 Modification and Repeal**

This Declaration may be terminated or extended or any covenant, condition or restriction herein may be modified or amended as to all or any portion of ABC pursuant to the following procedures:

- (a) Except as otherwise provided in (b) and (c) below, with the written consent of Declarant and of the Owners of fifty-one percent (51%) of the land area of Sites within ABC; provided, however, that any modification or amendment to a provision of this Declaration which applies only to the Campus may be adopted with the written consent of Declarant and the Owners of 51% of the land area of Sites within the Campus. The consent of Declarant shall not be required after Declarant ceases to be an Owner of any Site."
- (b) Until such time as Declarant no longer owns any interest in ABC or relinquishes control pursuant to Section 9.1 herein, Declarant acting alone may modify or amend the provisions of Articles III, IV, V and VI; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment, Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Declaration.
- (c) Any modification or repeal of the requirement for maintenance of the landscaping within the public right-of-way between the Real Property and the curb as provided in Sections 5.4 and 7.1 shall first be submitted to the City of Redmond ("City") for review and approval. Maintenance of the landscaping within the

public right of way between the Real Property and the curb was imposed by the City as a condition of approval of the plat. Failure to comply with such condition could result in civil citation by the City.

- (d) No termination, extension or modification or other amendment shall become effective until a proper instrument has been recorded in the deed records of Deschutes County. No material amendment of this Declaration shall affect the rights of a mortgagee under a mortgage or a trustee or beneficiary under a trust deed constituting a lien on any Site unless such person consents in writing to the amendment.

## XII MISCELLANEOUS

Section 12.4 of the Declaration is hereby amended and restated in its entirety as follows:

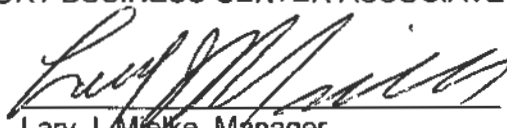
### "12.4 Notices

All notices to be given pursuant to this Declaration shall be in writing. If given to the Declarant, notice is effective only upon receipt. If given to an Owner, notice is effective: (i) two (2) days after mailing by United States certified or registered mail, postage prepaid, addressed to the Owner of a Site at the address shown on the then current property tax roll for Deschutes County; or (ii) upon receipt in the case of messenger, overnight courier, or facsimile. Notice to Declarant shall be delivered to Lary J. Mielke, 600 S. Lake Ave., Suite 502, Pasadena, CA 91106 (Fax 626/564-0232); with a copy to Jean Wood, 405 SW 8<sup>th</sup> St., Redmond, OR 97756 (Fax 541/504-7774)."

IN WITNESS WHEREOF, the undersigned Declarant has caused the execution of this Declaration on the date first above written.

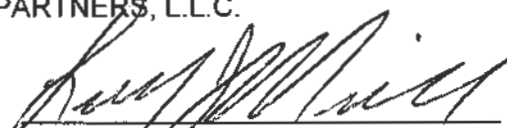
**DECLARANT:** AIRPORT BUSINESS CENTER ASSOCIATES, L.L.C.

By:

  
Lary J. Mielke, Manager

ABC PARTNERS, L.L.C.

By:

  
Lary J. Mielke, Manager

The undersigned ABC Partners, L.L.C. hereby consents to the addition of the real property described on Exhibit A to Airport Business Center and subjects such real property to the CC&R's.



## EXHIBIT A

That portion of Lot 4 of INNOVATION PARK located in the Southeast Quarter (SE) of Section Twenty-one (21), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, City of Redmond, Deschutes County, Oregon, lying within the boundaries of the following described property:

Beginning at a 5/8" iron rod at the southerly most corner of Lot 12 of AIRPORT BUSINESS CENTER PHASE 1 on the boundary of said Lot 4 of INNOVATION PARK; thence following said boundary, South 54° 03' 28" West 529.51 feet; thence 642.51 feet along the arc of a 1040.00 foot radius curve right (the long chord of which bears South 71° 45' 23" West 632.34 feet); thence South 88° 27' 09" West 8.90 feet to a 5/8" iron rod at the southwest corner of said Lot 4; thence North 00° 05' 13" East 984.70 feet to a 5/8" iron rod at the southwest corner of Lot 28 on the boundary of AIRPORT BUSINESS CENTER PHASE 2; thence leaving said Lot 4 boundary and following said Phase 2 boundary, South 89° 54' 32" East 590.37 feet to a 5/8" iron rod; thence South 00° 05' 13" West 24.39 feet to a 5/8" iron rod; thence South 89° 54' 32" East 429.93 feet to a 5/8" iron rod on the boundary of AIRPORT BUSINESS CENTER PHASE 1; thence leaving said Phase 2 boundary and following said Phase 1 boundary, South 00° 05' 33" West 62.52 feet to a 5/8" iron rod; thence South 58° 44' 19" West 214.61 feet to a 5/8" iron rod; thence South 35° 56' 32" East 340.64 feet to the point of beginning. Contains 17.88 acres.

## RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

### County Filing Index - Deeds

Recording Authority - Redmond Code Section 1.500 Requires Recording of documents with the Deschutes County Clerk (Ordinance Number 2001-13)

A. Title of Document: Site Improvement Agreement

Property located at: Phases 1 & 3, Airport Business Center subdivision which is located in the City of Redmond, Deschutes County, Oregon, and is abutting Airport Way.

B. Names of First Parties: One Property Owners, as listed:  
**ABC Partners, LLC (Phase 3) and Airport Business Center Associates, LLC (Phase 1)**

Names of Second Parties: City of Redmond, Oregon

C. Name and address of person authorized to receive the instrument after recording:

✓ City Recorder's Office  
PO Box 726  
Redmond OR 97756-0100

RcrdgCvr.doc

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-67808



\$51.00

00207601200300070000070077

09/30/2003 10:22:19 AM

IPPS-IPPS Cnt=1 Str=2 PAT  
\$35.00 \$11.00 \$10.00 \$5.00



## **SITE IMPROVEMENT AGREEMENT**

**THIS AGREEMENT** is for landscaping improvements located within the Airport Way right-of-way adjacent to the southeast boundary of the Airport Business Center subdivision and is by and between **The City of Redmond**, a Municipal Corporation of the State of Oregon, hereinafter referred to as "City", and **ABC Partners, LLC**, (Phase 3) and **Airport Business Center Associates, LLC** (Phase 1), hereinafter referred to as "OWNER."

### **RECITALS:**

- A. OWNER is the developer of certain real property which is more fully described as "Phases 1 & 3, Airport Business Center subdivision" which is located in the City of Redmond, Deschutes County, Oregon, and is abutting Airport Way.
- B. OWNER has obtained final plat approval for Phase 1 and has developed Phase 1, Lot 11, Parcels 1 and 2. Owner has submitted a final plat for City approval for Phase 3.
- C. The City deferred certain required landscaping improvements located between Airport Way and the southeast boundary of the Airport Business Center subdivision and now requires an agreement to install those improvements as condition of approval of the final plat for Phase 3.
- D. The OWNER is willing to enter in an agreement with the City that guarantees to the City that the landscaping improvements required by the City will be installed and maintained.

### **AGREEMENT**

The City and OWNER hereby agree as follows:

**Section One: FINAL PLAT.** City agrees to approve and sign the final plat for Airport Business Center, Phase 3, which is more particularly described in attached **Exhibit A** upon execution of this Agreement

**Section Two: IMPROVEMENTS.** The OWNER agrees to install and complete the landscaping in the right-of-way between the Airport Way road improvement and Phase 1, Lot 11, parcels 1 and 2 and Phase 3, lot 33, within 180 days from the date that Owner receives written notice from the City that the Airport Way road improvements located north of and adjacent to the Airport Business Center subdivision have been completed and accepted by the City. OWNER further agrees to install and complete the remaining Airport Way right-of-way landscaping adjacent to Phases 1 and 3 as the adjacent lots develop or within two (2) years of the date of notice of acceptance of Airport Way road improvements, whichever occurs first. The deadlines set forth in this Section may be extended by the mutual written agreement of the parties. Except for the landscaping improvements adjacent to Phase 1, Lot 11, parcels 1 and 2 and Phase 3, lot 33, City and OWNER agree that OWNER will not be responsible for construction of those landscaping improvements in the right-of-way between the pathway and the lots that are normally the responsibility of the developer of the individual lots. The landscaping improvements required herein are more specifically described in attached **Exhibit B**.

**Section Three: COSTS.** OWNER shall post a good and sufficient performance bond in a form satisfactory to the City to ensure completion of the work described in Exhibit B.

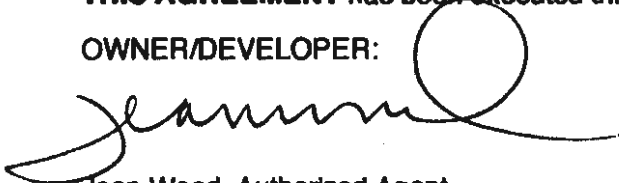
**Section Four: ENFORCEMENT OF THIS AGREEMENT.** In addition to any other remedies that may be available under the City Code, if the OWNER fails to construct the improvements described in Exhibit B within the time deadlines set forth in Section 2 of this Agreement, the City may declare this agreement in default by written notice to OWNER. The notice shall provide the OWNER with 60 days to cure the default by instituting construction and/or maintenance of the required improvements, whichever is identified in the Notice. If the OWNER does not cure the default within such time limit, then the City may construct the required improvements itself or by

contract with the lowest responsive and responsible bidder pursuant to ORS Chapter 279 and City public contracting rules. All costs incurred by the City in enforcing and abating an uncured breach under this section shall be charged as a lien against those properties described in section 2 of this agreement abutting the required improvement that was the subject of the notice of breach, and shall be collectable as other City liens.

**Section Five: RELEASE.** The City agrees to release the bond for the landscaping improvements once the Owner has completed the landscaping and the City has inspected and accepted the landscaping improvements. This Agreement shall be deemed satisfied and complete on the date that the City accepts the landscaping improvements.

**THIS AGREEMENT** has been executed this 16<sup>th</sup> day of September, 2003.

OWNER/DEVELOPER:



Jean Wood, Authorized Agent  
ABC Partners, LLC

STATE OF OREGON

County of Deschutes

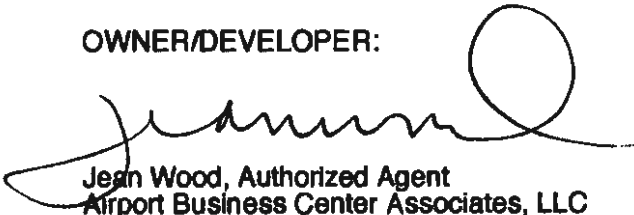
} ss.

Personally appeared before me this 16<sup>th</sup> day of September, 2003, the above-named Jean Wood, and acknowledged the foregoing instrument to be her voluntary act and deed on behalf of ABC Partners LLC.



*Patricia I. Leymaster*  
Expires: 7-20-2007

OWNER/DEVELOPER:



Jean Wood, Authorized Agent  
Airport Business Center Associates, LLC

STATE OF OREGON

County of Deschutes

} ss.

Personally appeared before me this 16<sup>th</sup> day of September, 2003, the above-named Jean Wood, and acknowledged the foregoing instrument to be her voluntary act and deed on behalf of the Airport Business Center Associates, LLC.



*Patricia I. Leymaster*  
Expires: 7-20-2007

CITY OF REDMOND:

  
Chuck McGraw, Senior Planner

9/16/03  
Date



*Patricia I. Leymaster*  
My Commission Expires: 7-20-2007

STATE OF OREGON

County of Deschutes

} ss.

Personally appeared before me this 16<sup>th</sup> day of September, 2003, the above-named Chuck McGraw, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the City of Redmond.

Improvement security received by:

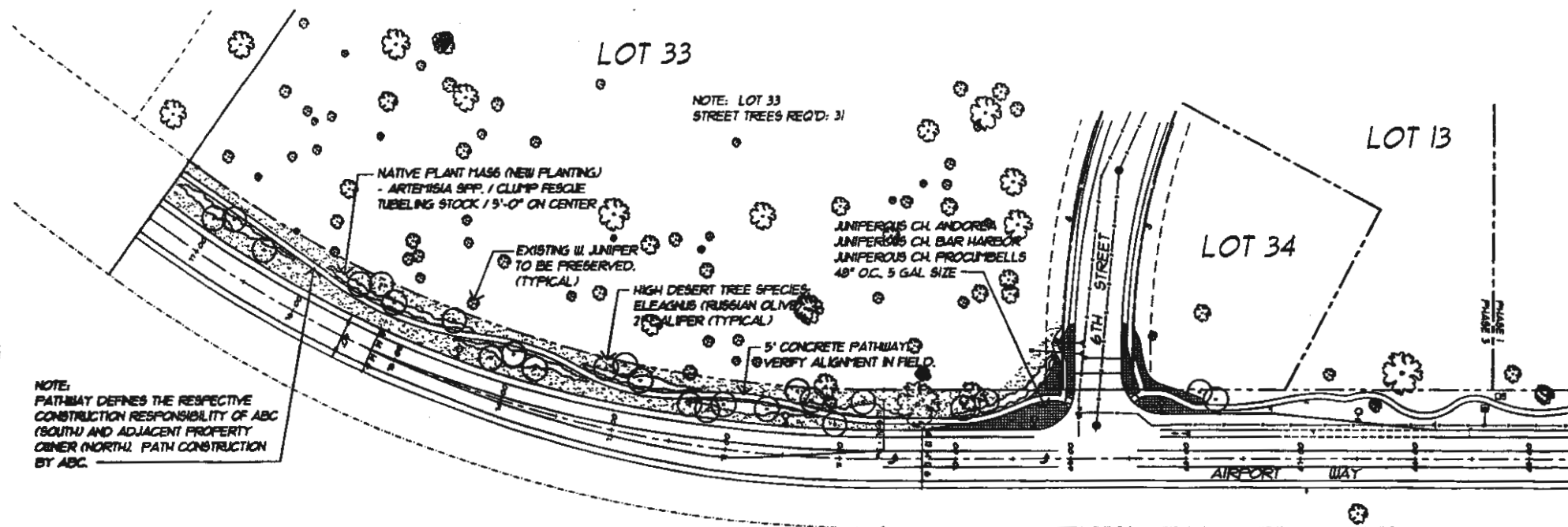
Wayne C. Sorenson, CDD  
(Print name & city department)

#1374979 v2 - ABC Landscaping Agmt.

## **EXHIBIT A**

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# AIRPORT WAY LANDSCAPE PLANTING (TYPICAL)

DAVID EVANS AND ASSOCIATES, INC.  
3 - SEPTEMBER 2003

MHI DEVELOPMENT



PLAN NORTH  
SCALE: 1" = 40'-0"

## GENERAL NOTES

1. ALL LANDSCAPE PLANTING SHALL BE DONE BY A LICENSED LANDSCAPE ARCHITECT OR A LICENSED LANDSCAPE ARCHITECTURAL FIRM. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND SPECIFICATIONS OF THE LANDSCAPE PLANTING.
2. LANDSCAPE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
  - a. THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) HANDBOOK
  - b. THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) SPECIFICATIONS
  - c. THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) STANDARDS
3. LANDSCAPE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
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  - b. THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) SPECIFICATIONS
  - c. THE NATIONAL LANDSCAPE ARCHITECTURE ASSOCIATION (NLA) STANDARDS

Exhibit B2

AIRPORT WAY IMPROVEMENTS @ CAMPUS BUILDINGS A and B						
Landscape Construction Estimate						
DATE: 9-Sep-03						
ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL	
1	Mobilization / Cleanup	1	LS	\$750.00	\$	750.00
2	Clearing and Grubbing (7600 SF)	1	LS	\$750.00	\$	750.00
3	5-foot wide Concrete Sidewalk (see civil estimate)	0	LS	\$0.00	\$	-
4	Irrigation Connection	1	EA	\$1,250.00	\$	1,250.00
5	Street Trees (25-feet on-center)	10	EA	\$175.00	\$	1,750.00
6	Seeded Area -no irrigation 50% of area to be landscaped)	3800	SF	\$0.30	\$	1,140.00
7	Planted Area-irrigated (50% of area to be landscaped)	3800	SF	\$2.00	\$	7,600.00
Construction Subtotal						\$13,240.00
Contingency (10%)						\$1,324.00
Adjusted Subtotal						\$14,564.00
AIRPORT WAY IMPROVEMENTS @ LOT 33						
Landscape Construction Estimate						
DATE: 29-Aug-03						
ITEM	DESCRIPTION	QTY	UNIT	COST	TOTAL	
1	Mobilization / Cleanup	1	LS	\$750.00		\$750.00
2	Clearing and Grubbing 19500 SF)	1	LS	\$750.00		\$750.00
3	5-foot wide Concrete Sidewalk (see civil estimate)	0	LS	\$0.00		\$ -
4	Irrigation Connection	2	EA	\$1,250.00		\$2,500.00
5	Street Trees (25-feet on-c	32	EA	\$175.00		\$5,600.00
6	Native Area Improvements	9750	SF	\$0.15		\$1,462.50
7	Seeded Area -no irrigation	4875	SF	\$0.30		\$1,462.50
8	Planted Area-irrigated (25%	4875	SF	\$2.00		\$9,750.00
Construction Subtotal						\$22,275.00
Contingency (10%)						\$2,227.50
Adjusted Subtotal						\$24,502.50
GRAND TOTAL - BUILDING A, BUILDING B, LOT 33						\$39,066.50