

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: 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



\$51.00

00201704200300028450070071

09/11/2003 09:04:43 AM

D-NR 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
15

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

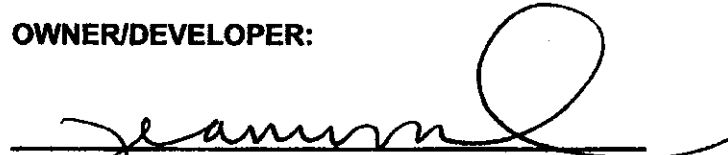
If the Owner breaches the terms or conditions of this Agreement, the CITY OF REDMOND reserves the right to seek any remedy allowed by law and, may at the City's option, seek injunctive relief against Owner forbidding the sale of any remaining lots. The City may also refuse to issue building permits until 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 ~~August~~ ^{September}, 2003.

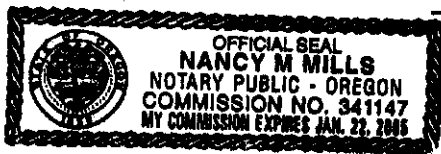
OWNER/DEVELOPER:


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



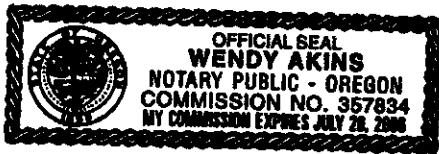
My Commission Expires: 1-22-2005

THE CITY OF REDMOND

By Chuck McGraw
Chuck McGraw, Senior Planner

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this 9th 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 26, 2006

Improvement security received by:

Wayne C. Soerensen, 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.

#	Description of Item	QTY	Unit	Engineer's Estimate	
				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



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.

#	Description of Item	QTY	Unit	Engineer's Estimate	
				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
Subtotal					\$ 42,392.00
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
Construction Cost Estimate					\$ 59,348.80