

RECORDING COVER SHEET

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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



\$61.00

00207601200300678000070077

09/30/2003 10:22:19 AM

IPPS-IPPS Cnt1 Stm2 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.

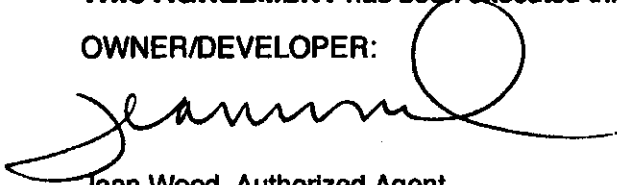
Section Four: ENFORCEMENT OF THIS AGREEMENT. In addition to any other remedies that may be available under the City Code, if the OWNER fails to construct the improvements described in Exhibit B within the time deadlines set forth in Section 2 of this Agreement, the City may declare this agreement in 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 16th day of September, 2003.

OWNER/DEVELOPER:



Jean Wood, Authorized Agent
ABC Partners, LLC

STATE OF OREGON

County of Deschutes

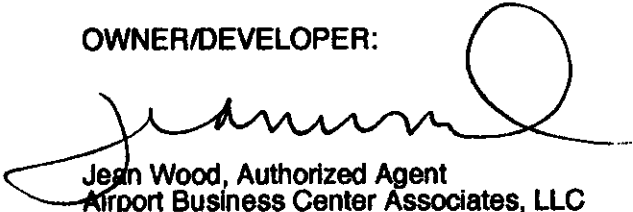
} ss.)

Personally appeared before me this 16th 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 16th 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 16th 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:

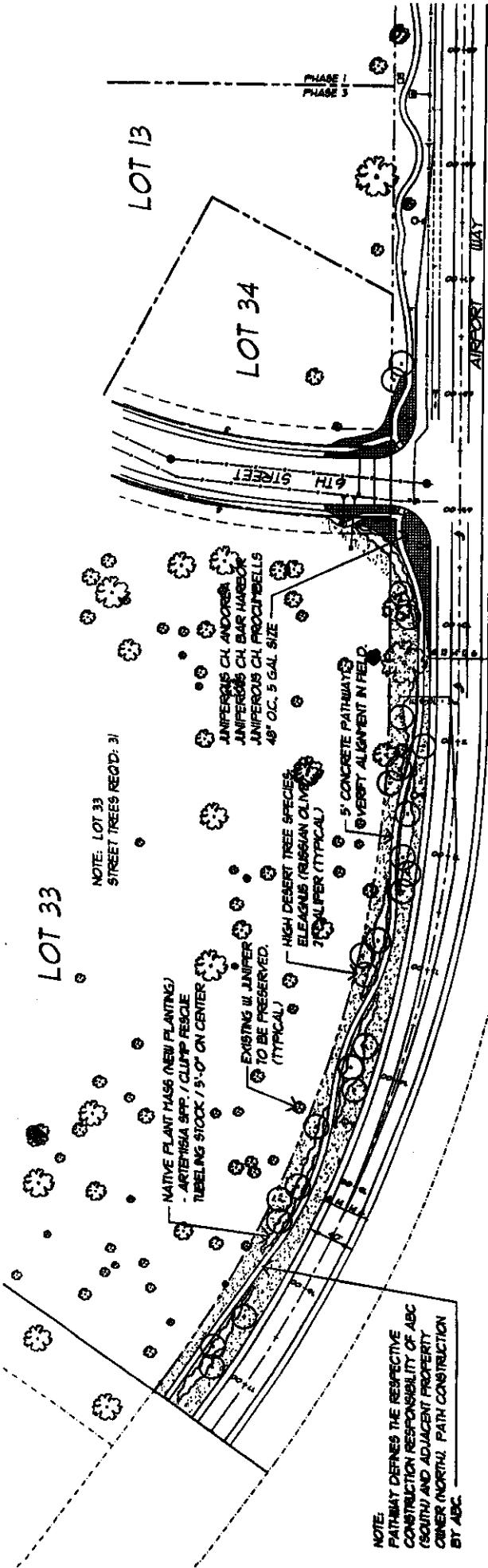
Wayne C. Sorenson, CDD
(Print name & city department)

#1374979 v2 - ABC Landscaping Agmt.

EXHIBIT A

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.



NOTE:
 PATHWAY DEFINES THE RESPECTIVE
 CONSTRUCTION RESPONSIBILITY OF ABC
 (SOUTH) AND ADJACENT PROPERTY
 OWNER (NORTH). PATH CONSTRUCTION
 BY ABC.

NOTE: LOT 33
 STREET TREES REQ'D: 31

NATIVE PLANT MASS (NEW PLANTING)
 - ARTEMISIA SPP. / CLIPPER RESCUE
 TUBELING STOCK / 5'-0" ON CENTER

EXISTING II JUNIPER
 TO BE PRESERVED.
 (TYPICAL)

HIGH DESERT TREE SPECIES:
 ELEAGNUS (RUSSIAN OLIVE)
 2" CALIFOR (TYPICAL)

5' CONCRETE PATHWAY
 5' OFFSET ALIGNMENT IN FIELD

JUNIFEROUS CH. ANDORRA
 JUNIFEROUS CH. BAR HARBOR
 JUNIFEROUS CH. PROCEMBELLS
 48" OC. 5 GAL. SIZE

AIRPORT WAY LANDSCAPE PLANTING (TYPICAL)
 PHASE DEVELOPMENT

DAVID EVANS AND ASSOCIATES, INC.
 3 - SEPTEMBER 2003

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

- GENERAL NOTES**
1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PHOENIX PLANTING SPECIFICATIONS AND THE CITY OF PHOENIX PLANTING SPECIFICATIONS FOR LANDSCAPE ARCHITECTS.
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 5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PHOENIX PLANTING SPECIFICATIONS AND THE CITY OF PHOENIX PLANTING SPECIFICATIONS FOR LANDSCAPE ARCHITECTS.

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-foot 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-foot 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		