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# Deschutes County Clerk

## Certificate Page



If this instrument is being re-recorded, please complete the following statement, in accordance with ORS 205.244:

Re-recorded to correct [give reason] \_\_\_\_\_  
previously recorded in Book \_\_\_\_\_ and Page \_\_\_\_\_,  
or as Fee Number \_\_\_\_\_.

## SIDEWALK AND STREET TREE IMPROVEMENT AGREEMENT

5/6 y

**THIS AGREEMENT** is for sidewalk and street tree improvements in and for the Antler Ridge Phase 2 Subdivision (city file no. SUB 04-14V), is by and between **THE CITY OF REDMOND**, a Municipal corporation of the State of Oregon, hereinafter referred to as "**CITY**", and, **Hayden Enterprises, Inc. (Dennis Murphy, President)** who is the Owner of said subdivision, hereinafter referred to as "**OWNER**".

### WITNESSETH:

**WHEREAS**, **Hayden Enterprises, Inc.** is the Owner of Antler Ridge Phase 2 Subdivision (city file no. SUB 04-16V), which is described as a subdivision located in the NW ¼, NW ¼ of Section 17, Township 15 South, Range 13 East, W. M., City of Redmond, Deschutes County, Oregon, a portion of which is a replat of Tract A of "Antler Ridge - Phase 1", and is more fully described in Exhibit A which is attached hereto, and

**WHEREAS**, the Owner of Antler Ridge Phase 2 Subdivision desires to record the final plat; and

**WHEREAS**, the Owner has agreed to construct the sidewalk and associated improvements after the recordation of the final plat of Antler Ridge Phase 2 Subdivision in accordance with the terms and conditions of this Agreement by and between the City and the Owner; and

**WHEREAS**, the Owner has agreed to guarantee to the City that the sidewalk improvements and street trees 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 Antler Ridge Phase 2 Subdivision which is located within the City of Redmond, Deschutes County, Oregon and is more particularly described in Exhibit A which is attached.

#### SECTION TWO - CONSTRUCTION OF IMPROVEMENTS

The sidewalk improvements including street trees and irrigation lines to be constructed are as stated in "**Exhibit B**" which is attached hereto and is incorporated herein by reference as if fully set forth. The costs of the remaining improvements are estimated to be \$130,084.00, including irrigation.

#### SECTION THREE - SCHEDULE OF WORK

The improvements described within "**Exhibit B**" shall be completed on or before April 15, 2009. Owner agrees to allow inspection of the improvements by City representatives at all reasonable times and to keep the City informed on the progress of the improvements.

#### SECTION FOUR - COSTS

Owner hereby agrees that if the sidewalk improvements described herein are not completed by April 15, 2009 and requested by the City that it shall pay to the City of Redmond upon demand sufficient sums to complete construction of the improvements. The costs are estimated to be \$130,084.00 and are as shown within "**Exhibit B**" attached. Owner acknowledges and understands that the City may have a higher cost for completing the improvements because of the requirements of the Public Contracting Law which the City will be 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.

**SECTION SIX - LOCAL IMPROVEMENT DISTRICT**

If the improvements required of either the contractor or Owner are not completed, the City reserves the right to form a Local Improvement District 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 District.

**SECTION SEVEN - BREACH**

If there is any breach of the terms or conditions of this Agreement, the CITY OF REDMOND reserves the right to seek any remedy allowed by law including injunctive relief against Owner for the sale of any other lots. The City may also refuse to issue any occupancy permits until completion of the improvements.

**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.

THIS AGREEMENT has been executed this 23 day of April, 2007.

OWNER/DEVELOPER:

[Signature]  
Dennis Murphy, President  
Hayden Enterprises, Inc.

April 23, 2007  
Date

STATE OF OREGON     )  
  ) ss.  
County of Deschutes    )

On April 23, 2007, Dennis Murphy personally appeared before me,

X who is personally known to me

\_\_\_\_\_ whose identity I proved on the basis of \_\_\_\_\_

\_\_\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness to be the signer of the above document, and he/she acknowledged that he/she signed it.



Karen Halstead  
Notary Public for Oregon  
My Commission Expires: July 4, 2010

CITY OF REDMOND:

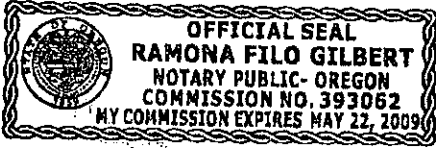
Wayne C. Sorensen  
Wayne C. Sorensen, Senior Planner

STATE OF OREGON     )  
                                  ) ss.  
County of Deschutes    )

On May 22, 2007, Wayne C. Sorensen personally appeared before me,  
X who is personally known to me

\_\_\_\_\_ whose identity I proved on the basis of \_\_\_\_\_

\_\_\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness  
to be the signer of the above document, and he/she acknowledged that he/she signed it.



Ramona Filo Gilbert  
Notary Public for Oregon  
My Commission Expires: May 22, 2009

Improvement security received by:

WAYNE C SORENSEN Bond # 7383915 (\$130,084)  
(Print name and City Department)

Owners Address:     Hayden Enterprises  
                          2622 SW Glacier Place  
                          Redmond, OR 97756

EXHIBIT "A"

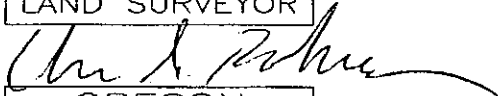
~ ANTLER RIDGE, PHASE 2 ~

A SUBDIVISION LOCATED IN THE NW1/4 NW1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON, A PORTION OF WHICH IS A REPLAT OF TRACT A OF "ANTLER RIDGE - PHASE 1"

COMMENCING AT A 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 1642" MONUMENTING THE NORTHWEST CORNER OF "ANTLER RIDGE - PHASE 1", FROM WHICH A 2-1/2" BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN BEARS N00°21'22"E - 990.38 FEET, SAID 5/8" REBAR BEING THE INITIAL POINT OF "ANTLER RIDGE, PHASE 2", AS WELL AS THE POINT OF BEGINNING; THENCE N00°21'22"E ALONG THE WEST LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 17 - 970.38 FEET TO THE SOUTH LINE OF THE NORTH 20 FEET OF SAID NW1/4 NW1/4; THENCE S89°58'06"E ALONG SAID SOUTH LINE - 807.16 FEET TO THE CENTERLINE OF C.O.I.D. LATERAL C-5; THENCE S04°19'19"E ALONG SAID CENTERLINE - 3.97 FEET; THENCE S14°41'24"W ALONG SAID CENTERLINE - 657.52 FEET TO THE SOUTH LINE OF THE N1/2 OF SAID NW1/4 NW1/4; THENCE N89°57'48"W ALONG SAID SOUTH LINE - 10.34 FEET TO THE WEST RIGHT-OF-WAY OF SAID LATERAL C-5, BEING 10 FEET FROM SAID LATERAL CENTERLINE; THENCE S15°09'35"W ALONG SAID WEST RIGHT-OF-WAY - 293.56 FEET TO THE NORTHEAST CORNER OF TRACT A OF "ANTLER RIDGE - PHASE 1"; THENCE ALONG THE BOUNDARY OF SAID TRACT A AS FOLLOWS: S15°10'37"W ALONG SAID WEST RIGHT-OF-WAY - 168.52 FEET; THENCE N74°48'24"W - 99.94 FEET; THENCE N86°01'38"W - 61.16 FEET; THENCE N74°55'07"W - 108.66 FEET; THENCE S89°55'58"W - 205.78 FEET; THENCE N00°36'48"W - 61.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT A, AND TO THE NORTH BOUNDARY OF "ANTLER RIDGE - PHASE 1"; THENCE LEAVING SAID TRACT A BOUNDARY - S85°14'30"W ALONG SAID NORTH BOUNDARY - 46.88 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING APPROXIMATELY 15.99 ACRES, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY OVER AND ACROSS THE ABOVE DESCRIBED PARCEL OF LAND.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 15, 1983  
WILLIAM G. BAHRKE  
2039

1/9/07

Renewal Date: 12/31/07

POVEY AND ASSOC., LAND SURVEYORS  
P.O. BOX 131, REDMOND, OR 97756  
(541) 548-6778 06-0205.DWG



**CITY OF REDMOND**  
Engineering Division

507 SW 8<sup>th</sup> Street, Suite A  
PO Box 726  
Redmond, OR 97756-0100

(541) 504-2002  
Fax: (541) 923-4035  
info@redmond.or.us  
www.redmond.or.us

## PERFORMANCE BOND/REFUNDABLE CASH DEPOSIT

TO: WAYNE SORENSEN, *Senior Planner*  
*Community Development Department*  
*Planning Division*

FROM: David Pilling, *Development Manager* **DP**  
*Engineering Division*

DATE: April 11, 2007

Subject: **Antler Ridge Subdivision Phase 2, SUB04-14**  
Tax Lot 15-13-17-1302  
**Sidewalk & Street Tree Construction Cost Estimate**

**EXHIBIT B**

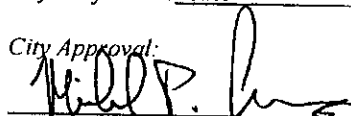
The following cost estimate includes the required remaining City standard sidewalks and street tree improvements in Phase 2 for the purpose of providing a **performance bond, refundable cash deposit, or other approved security** in lieu of construction per the conditions of approval:

<i>Sidewalk and Street Tree Improvements</i>			
ITEM	QUANTITY	UNIT COST	TOTAL
1) Sidewalk - 5 ft. concrete sidewalks and driveways	21,375 SF	\$3.35	\$71,606
2) Street Trees & Irrigation	188 EA	\$107.77	\$20,261
<i>Construction Sub-Total</i>			\$91,867
		Subgrade Prep & Mobilization +8%	\$7,349
		Administration & Inspection +10%	\$9,187
<i>Sub-Total</i>			\$108,403
		Redmond Code Section 8.2245 +20%	\$21,681
<b>TOTAL</b>			<b>\$130,084</b>

The required ADA curb ramps, curb returns, and hydrant pads located within this subdivision have been or will be constructed as part of the public street improvements and were not included in this estimate.

City Project No. N/A

City Approval:

  
Mike Caccavano, PE, City Engineer  
Engineering Division

4-11-07  
Date