

LAND DIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is by and between THE CITY OF REDMOND, a Municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and the DONALD BAUHOFER, President of the Pennbrook Company, and the Managing Member of the CANYON VIEW ASSOCIATES, LLC. CANYON VIEW ASSOCIATES, LLC, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, CANYON VIEW ASSOCIATES, LLC is the owner of CANYON POINT, PHASE I, a subdivision located at T15 R13 S4, TL 515 in Redmond, Oregon; and

WHEREAS, the Owner desires to record the final plat of the subdivision; and

WHEREAS, the Owner has agreed to construct the improvements after the recordation of the final plat of in accordance with the terms and conditions of SUB96-02, and with the Agreement by and between the City and the owners dated this same date; and

WHEREAS, as the condition of proceeding with the recordation of the final plat of CANYON POINT, PHASE I, prior to completion of the improvements, the Owner has agreed to the recordation of this Agreement, and accepted by THE CITY OF REDMOND;

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 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 attached hereto and incorporated by reference herein. A list of all the contractors who will construct or complete the improvements and repairs are more particularly described in EXHIBIT "C".

SECTION THREE - SCHEDULE OF WORK

Owner agrees to complete the improvements before August 16, 1997, which is one (1) year. 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 improvements described in EXHIBIT "A" are not completed prior to recordation that bonding or personal guarantees shall be provided as provided in Section 8.2245 of the Redmond Code. The costs are estimated to be \$785,328.00.

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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.

DATED this 16th day of August, 1996.



DONALD BAUHOFFER, for
CANYON VIEW ASSOCIATES, LLC

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this 16th day of August, 1996, the above-named Donald Bauhofer, who is the Managing Member of the CANYON VIEW ASSOCIATES, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the partnership.

Heidi M. Strayer

Notary Public for Oregon
My Commission
Expires: 3-28-98



421 - 1871

THE CITY OF REDMOND

By: *Jim Carter*
~~JOE HANNAN~~, City Manager
ACTING

Approved as to form:
By: *E. Fitch* (ROR)
ED FITCH, City Attorney

AFTER RECORDING RETURN TO:
THE CITY OF REDMOND
P. O. BOX 726
REDMOND, OR 97756

EXHIBIT "A".

A parcel of land situate in a portion of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Four (4), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 3 1/4 inch aluminum cap monumenting the North Quarter corner of Section 4, the initial point; thence South 00° 42' 06" West along the East line of the NW1/4 of said Section 4, 2643.28 feet to a 2 inch pipe on the South line of said NW1/4; thence South 89° 51' 40" West along said South line, 1316.04 feet to the East line of the SW1/4 of said NW1/4 and the true point of beginning; thence South 89° 51' 40" West along said South line, 454.69 feet to a 1/2 inch pipe on the brink of a canyon rim; thence along the brink of said rim as follows: North 12° 40' 27" East, 213.59 feet; thence North 24° 36' 56" West, 242.94 feet; thence North 10° 42' 45" West, 59.61 feet; thence North 40° 49' 11" West, 106.32 feet; thence North 34° 06' 48" West 273.90 feet; thence North 20° 09' 41" West, 87.42 feet; thence North 45° 51' 18" West, 191.10 feet; thence North 37° 34' 40" West, 89.86 feet; thence North 24° 31' 56" West, 255.44 feet to a 5/8 inch re-bar on the North line of said SW1/4 NW1/4, thus ending this boundary along said brink; thence North 89° 56' 13" East along said North line, 1086.42 feet to the East line of said SW1/4 NW1/4; thence South 00° 39' 03" West along said East line, 1314.34 feet to the point of beginning.

EXCEPTING THEREFROM the following described property: Commencing at a 3 1/4" aluminum cap monumenting the North 1/4 corner of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the initial point; thence South 00° 42' 06" West along the East line of the NW1/4 of said Section 4 - 2643.28 feet to a 2" pipe on the South line of said NW1/4; thence South 89° 51' 40" West along said South line - 1316.04 feet to the East line of the SW1/4 of said NW1/4 and the true point of beginning; thence North 89° 51' 30" West along said South line - 342.27 feet to the NE corner of Lot 1, Block 2 of NORTH CANYON ESTATES and the West line of North Canyon Drive; thence North 00° 38' 15" East along the prolongation of the West line of said Drive - 30.00 feet to a 1/2" pipe on the North R/W of NE Quince Avenue; thence North 89° 51' 40" East along said R/W - 342.27 feet to a 1/2" pipe on the East line of said SW1/4 NW1/4; thence South 00° 39' 03" West along said East line - 30.00 feet to the point of beginning.



CITY OF REDMOND
DESCHUTES COUNTY, OREGON

421 - 1893 BOX 726
REDMOND, OREGON 97756
(541) 548-2148
FAX (541) 548-0706

AIRPORT 548-6059
COMMUNITY DEVELOPMENT 548-2149
BUILDING 923-8397
PUBLIC WORKS 548-6068

August 15, 1996

Tim Vezie
Canyon View Associates, L.L.C.
869 N.W. Wall St., Suite 204
Bend, OR 97701

Re: **Canyon View Estates Subdivision, Phase 1, SUB96-02**
Construction Cost Estimate/Performance Bond

Tim:

The cost estimate for the improvements required for **Canyon View Estates Subdivision, Phase 1, SUB96-02** is as follows and is based on the average unit cost for street, water & sewer line construction that the City has historically paid :

ITEM	QUANTITY	UNIT COST	TOTAL
1. NW Canyon Dr., 15th St., Redwood Ave., & Quince Ave. - 36 ft. wide street w/curbs, sidewalks and storm drainage	3,367 LF	130.00/LF	\$ 437,710.00
2. 8 inch Water Main	1,822 LF	40.00/LF	\$ 72,880.00
3. Fire Hydrants	4 EA	1,500.00/EA	\$ 6,000.00
4. Water Services w/ meter	24 EA	925.00/EA	\$ 22,200.00
5. 8 inch San. Sewer Main	1,719 LF	50.00/LF	\$ 85,950.00
6. Sewer Manholes	7 EA	1,500.00/EA	\$ 10,500.00
7. Sewer Services, 4 inch	24 EA	800.00/EA	\$ 19,200.00
		SUB-TOTAL	\$654,440.00
		Redmond Code 8.2245(?) + 20%	\$130,888.00
		TOTAL	\$785,328.00

If there are any questions, please call at (541) 548-6068.

Sincerely,


David Pilling, S. Eng. Tech.
City of Redmond Public Works Dept.

cc: Andy Osborn, Public Works Dept.
Ron Fuchs, Community Development
Dave Reeves, Finance Dept.

EXHIBIT C

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PENNBROOK HOMES
869 NW WALL STREET, SUITE 204
BEND, OR 97701
(541) 389 - 8880
FAX (541) 389 - 0258

MEMORANDUM & TRANSMITTAL

DATE: 8/15/96
TO: WHOM IT MAY CONCERN
FROM: STEVE SCHLAM
SUBJECT: IMPROVEMENT CONTRACTOR
CANYON POINT (CANYON VIEW ESTATES)
REDMOND, OREGON

DISTRIBUTION :
TIM VEZIE

DEAR SIRs,

PLEASE BE INFORMED THAT BAP EXCAVATION CO. IS THE GRADING AND
IMPROVEMENT CONTRACTOR FOR CANYON POINT (CANYON VIEW ESTATES).

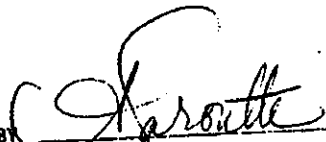
SHOULD YOU REQUIRE ANY FURTHER INFORMATION, PLEASE CONTACT ME AT 383 - 2358.

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 SEP -3 PM 2: 24

MARY SUE PENHOLLOW
COUNTY CLERK

BY  DEPUTY

NO. 96-32376 FEE 30-
DESCHUTES COUNTY OFFICIAL RECORDS