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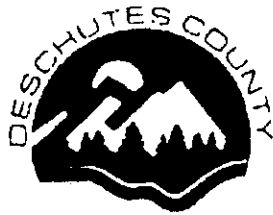
\$51.00

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

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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

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## SIDEWALK AGREEMENT

**THIS AGREEMENT** is for sidewalk improvements in and for Carly Meadows Subdivision, Phase 1 (city file no. SUB 04-12), 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. (Mike Newell)**, Developer of said subdivision, hereinafter referred to as "**Developer**".

### WITNESSETH:

**WHEREAS**, Hayden Enterprises, Inc. is the Developer of Carly Meadows Subdivision (city file no. SUB 04-12), which is more particularly described in "**Exhibit A**" which is attached hereto; and

**WHEREAS**, the Developer of Carly Meadows Subdivision desires to buy Phase 1 and have the Owner record the final plat for the said subdivision; and

**WHEREAS**, the Developer has agreed to construct the sidewalk improvements after the recordation of the final plat of Carly Meadows Subdivision in accordance with the terms and conditions of this Agreement and with the Agreement by and between the City and the Developer dated this same date; and

**WHEREAS**, the Developer has agreed to guarantee to the City that the sidewalk 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 Carly Meadows Subdivision, which is more particularly described in "**Exhibit A**" attached hereto.

#### SECTION TWO - CONSTRUCTION OF IMPROVEMENTS

The sidewalk improvements to be constructed are as stated in "**Exhibit B**" which is attached hereto.

#### SECTION THREE - SCHEDULE OF WORK

The improvements described within "**Exhibit B**" shall be completed on or before May 1, 2007. Developer 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

Developer hereby agrees that if the sidewalk improvements described herein are not completed by May 1, 2007 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 as shown within the cost estimate attached as "**Exhibit B**" attached. Developer 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.

*EWV* PLEASE RETURN TO:  
CITY RECORDERS OFFICE  
CITY OF REDMOND  
PO BOX 726  
REDMOND, OR 97756-0100

**SECTION SIX - LOCAL IMPROVEMENT DISTRICT**

If the improvements required of either the contractor or Developer 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. Developer 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 Developer 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.

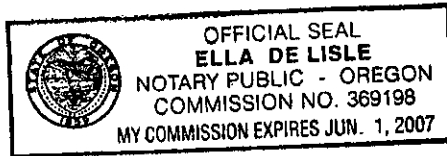
THIS AGREEMENT has been executed this 18 day of April, 2006.

DEVELOPER:

[Signature]  
Mike Newell, VP Operations  
Hayden Enterprises, Inc.

4/18/06  
Date

STATE OF OREGON )  
County of Deschutes ) ss.



On April 18, 2006, Mike Newell personally appeared before me,

✓ 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.

[Signature]  
Notary Public for Oregon

My Commission Expires: 06/01/07

CITY OF REDMOND:

Wayne C. Sorensen  
Wayne C. Sorensen, Senior Planner

STATE OF OREGON       )  
                                  ) ss.  
County of Deschutes    )

On April 25, 2006, 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.



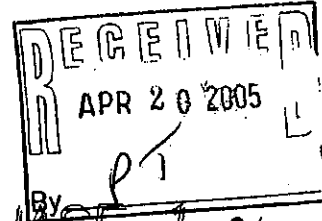
Tina Maxwell  
Notary Public for Oregon  
Tina Maxwell

My Commission Expires: 08-11-09

Improvement Security received by:

Wayne Sorensen, Planning  
Name and Department

EXHIBIT "A"



~ CARLY MEADOWS, PHASE 1 ~

A 4.47 ACRE SUBDIVISION LOCATED IN A PORTION  
OF THE NE1/4 NW1/4 NW1/4 OF SECTION 20,  
TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M.,  
CITY OF REDMOND, DESCHUTES COUNTY, OREGON

COMMENCING AT A 3/4" PIPE ON THE EAST LINE OF THE NE1/4 OF  
THE NW1/4 OF THE NW1/4 OF SECTION 20, TOWNSHIP 15 SOUTH,  
RANGE 13 EAST, WILLAMETTE MERIDIAN, FROM WHICH A 3-1/4"  
ALUMINUM CAP MONUMENTING THE NORTHWEST CORNER OF SAID  
SECTION 20 BEARS N00°26'37"W - 380.44 FEET AND N89°33'10"W -  
1320.99 FEET, SAID 3/4" PIPE BEING THE INITIAL POINT OF  
"CARLY MEADOWS, PHASE 1", AS WELL AS THE POINT OF  
BEGINNING; THENCE S00°26'37"E ALONG SAID EAST LINE - 277.82  
FEET TO THE SOUTH LINE OF SAID NE1/4 NW1/4 NW1/4, AND TO THE  
BOUNDARY OF "HAYDEN VILLAGE PHASE 1"; THENCE N89°46'27"W  
ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY - 661.75 FEET  
TO THE WEST LINE OF SAID NE1/4 NW1/4 NW1/4; THENCE  
N00°19'09"W ALONG SAID WEST LINE AND ALONG SAID BOUNDARY -  
319.06 FEET; THENCE S83°00'00"E - 214.49 FEET; THENCE  
S72°00'00"E - 63.77 FEET; THENCE N64°00'00"E - 58.89 FEET;  
THENCE S87°00'00"E - 200.27 FEET; THENCE S76°00'00"E - 55.12  
FEET; THENCE EAST - 81.43 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING APPROXIMATELY 4.47 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

Renewal Date: 12/31/05

POVEY AND ASSOC., LAND SURVEYORS  
P.O. BOX 131, REDMOND, OR 97756  
(541) 548-6778 04-149S1.DWG

3/31/05



**CITY OF REDMOND**  
Engineering Department

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

**MEMO**

TO: WAYNE SORENSEN, *Associate Planner*  
*Community Development Dept.*  
*Planning Division*

FROM: David Pilling, *Development Lead* DP  
*Engineering Dept.*

DATE: July 27, 2005

Subject: **Carly Meadows Subdivision Phase 1, SUB04-12**  
Tax Map 15-3-20B, Tax Lot 201 & 204  
**Sidewalk Construction Cost Estimate**

The cost estimate for the required sidewalk improvements in Phase 1 for **bonding/cash deposit** purposes is as follows:

ITEM	QUANTITY	UNIT COST	TOTAL
1) Sidewalk/Driveway – 5 ft. concrete	8970 SF	\$2.60	\$23,322
2) Inspection	LS	+3%	\$ 700
3) Subgrade Prep. & Mobilization	LS	+8%	\$1,866
<i>Sub-Total</i>			\$25,888
Redmond Code Section 8.2245 +20%			\$5,178
<b>TOTAL</b>			<b>\$31,066</b>

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