

X Douglas Sokol
PMR Dev Co
Box 1999
Sisters, Or 97759

98-11833 486 - 0426
IMPROVEMENT AGREEMENT

REVIEWED
BWW
LEGAL COUNSEL

This Agreement, relating to the installation of required improvements to be constructed in New Sisters Village, hereafter referred to as "Subdivision", as required in the conditions of approval of the approval in File #TP-97-880 made and entered into this 25 day of February, 1998, March by and between DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon (herein after referred to as "County") and PMR Dev Co, LLC, (hereinafter referred to as "Developer") and Pine Meadow Ranch, Inc, Albertine Revocable Trust and Alva W. and Sharon E. Anderson (hereinafter referred to as "Owners"); Bank of the Cascades and U.S. Bank National Association (hereinafter referred to as "Mortgagee(s)"), and Jerry and Janet Taylor (hereinafter referred to as "Optionees")

WITNESSETH:

WHEREAS, Developer, with permission of the owners, is the subdivider of the Subdivision in the approval granted under TP-97-880 and

WHEREAS, certain of the improvements required for the Subdivision have not been completed; and

WHEREAS, Developer intends to file a final plat for the Subdivision prior to the completion of the required improvements; and

WHEREAS, Deschutes County Code Section 17.24.120 provides that Developer may, in lieu of completing required improvements prior to filing the final plat, enter into an agreement with the County for the completion of the required improvements and provide a good and sufficient form of security, consistent with Deschutes County Code Section 17.24.130, to provide for the completion of the required improvements; now, therefore,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES above mentioned, for and in consideration of the mutual promises hereinafter stated, as follows:

1. The real property subject to this Agreement, hereinafter the "Subdivision real property" is described in Exhibit "A," attached hereto and by this reference incorporated herein. Subdivision property is made up of 5 contiguous parcels, some of which are in differing ownerships. The owners listed herein represent all persons having fee title interest of record in any portion of the Subdivision real property.

2. Developer shall install and complete, or cause to be installed and completed, those improvements required by Condition(s) #'s 3, 5, 6, 7 and 9, of the approval in TP-97-880, that remain to be completed as set forth in Exhibit "B", attached hereto and by this reference incorporated herein, and as more particularly set forth in Exhibit "C," attached hereto and by this reference incorporated herein. All such improvements (hereinafter referred to as "required improvements") shall be installed and completed to county specifications and be inspected and receive approval from the County Public Works Department no later than one (1) year from the date the final plat for the Subdivision is recorded with the County Clerk. Developer shall also repair all existing and constructed facilities, within and without the Subdivision, damaged during any such installation, on or before such date.

3. County shall have the right to come onto the property to make inspections of the required improvements. If the County determines that the required improvements have not been completed as specified by the completion date established in Section 2 herein, County or

its agents may enter onto the subdivision real property and cause the required improvements to be installed and completed to required specifications and call upon Developer's security and any assets of Developer to recover from Developer the full cost and expense of completing the required improvements, together with court costs and attorney's fees necessary to collect said amounts.

4. This Agreement is made for the benefit of the County and not the Developers.

5. Developer shall restore any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer's agents, employees or independent contractors.

6. Developer shall pay to County the actual costs incurred in the inspection of the completed improvements.

7. The Developer's security shall consist of: an irrevocable stand by letter of credit issued in favor of County by the Bank of the Cascades, 1100 NW Wall Street, Bend, OR; ~~___ a bond issued in favor of the County by _____; or ___ a cash deposit,~~ deposited with the County Treasurer in the amount of four hundred seventy nine thousand two hundred and twenty Dollars and No Cents (\$479,220.00) with a date of expiration of no less than 6 months past the completion date established by Section 2 herein. The amount of the letter of credit represents 120% of the estimated costs, as set forth in Exhibit C hereto, of completing the required improvements to county standards.

Release of the security will require authorization by the Deschutes County Community Development Department, once improvements have been inspected and approved by County. Improvements required to be completed under this Agreement and covered by Developer's security are shown in Exhibits "B" and "C" attached hereto and by this reference incorporated herein.

8. This Agreement is contingent upon the recording of the final plat.

9. County may draw upon Developer's security upon default of this Agreement for any and all costs and expenses anticipated to be incurred by County, as determined by the County, in the completion of the required improvements of Subdivision. If the amount available to be drawn from Developer's security is less than the costs and expenses anticipated to be incurred, or actually incurred, by the County, County may apply the proceeds of the security to the costs of completion of the required improvements and then hold Developer liable for the difference. For the purposes of this Agreement and access to any security offered and accepted to secure Developer's performance, a default shall include failure to install or have installed any portion of the improvements to County specifications and failure to complete any required inspections by 1 year's time from the date of the recording of the Phase II plat.

10. The security shall be released by County upon request by Developer within ninety (90) days after the completion, inspection and approval of the required improvements.

11. In accordance with Deschutes County Code Section 17.24.120(B), no building permit may be issued for any lot or parcel of the Subdivision until all required improvements are completed, inspected and approved by County.

12. The existence of this Agreement shall be noted upon the final plat by reference to the recording book and page numbers.

13. By signature of this Agreement, any mortgagee or other holder of a security interest in the property (hereinafter referred to as Mortgagee(s)) agrees to subordinate its security interest in the Subdivision real property to this Agreement. In particular, Mortgagee(s) agrees that this Agreement would survive any foreclosure by Mortgagee(s) on the Subdivision real property. By signature of this Agreement, any optionee exercising an option to purchase any portion of the Subdivision real property agrees that he or she takes his or her interest subject to this Agreement.

14. The original of this Agreement shall be recorded with the Deschutes County Clerk and shall be a condition and covenant that shall run with the land and be binding upon the Subdivision real property. It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties, their successors, heirs, executors, administrators, and assigns, or any other party deriving any right, title or interest in or to the Subdivision real property, including any person who holds such interest as security for the payment of any obligation, including the Mortgagee(s) or other secured party in actual possession of said real property by foreclosure or otherwise or any person taking title from such security holder.

15. By their signatures, all signatories to this Agreement signing in a representative capacity certify that they are authorized to sign on behalf of and to bind their respective principals.

16. This Agreement shall expire 6 months after the completion date established by Section 2 herein or upon expiration of the land use permit for the Subdivision, whichever is sooner, or by the explicit release by County from this Agreement granted as part of an approval for a change of use of the Subdivision real property.

17. County's rights under this Agreement, including County's right to draw upon Developer's security in whole or in part and any other assets of Developer to pay the full costs and expenses of completing the improvements and repairs required herein (including costs of enforcement), shall survive the expiration of this Agreement.

18. It is agreed by and between the parties that Developer is not carrying out a function on behalf of the County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement or exercise any control over the activities of the Developer.

19. County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with Developer's subdivision, and shall have no obligation with respect to Developer's debts or any other liabilities of each and every nature.

20. Developer shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Developer in the performance of this Agreement; and further agrees to indemnify, save harmless and defend the County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.

21. In the event an action or suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, County shall be entitled to

recover, in addition to other sums or performances due under this Agreement, reasonable attorney's fees and costs as the court may adjudge in said action, suit, proceeding or appeal.

22. Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement.

23. Upon request of Developer, County may release any of Developer's obligations under the terms and conditions of this Agreement in writing upon completion and County inspection and approval of any portion of the required improvements.

DATED this 25 day of March, 1998.

COUNTY:

DESCHUTES COUNTY OREGON

GEORGE J. READ, Director Nancy Pope Schlangen, Chair
Community Development Department
Deschutes County Board of Commissioners

STATE OF OREGON, County of Deschutes) ss.

Nancy Pope Schlangen

I certify that I know or have satisfactory evidence that **GEORGE J. READ** is the person who appeared before me, and said person acknowledged that he signed this instrument as the Director of Deschutes County Community Development Department, Deschutes County, Oregon, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



Notary Public for Oregon
My Commission Expires: 12-04-01

DATED this 9th day of March, 1998.

DEVELOPER:

PMR DEV CO, LLC

By: **Steve McGhehey, Managing Member**

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that **STEVE MCGHEHEY** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of PMR DEV CO, LLC to be the free and voluntary act of such parties, in his representative capacity, for the uses and purposes mentioned in this instrument.

DATED this 9th day of March, 1998.



Notary Public for Oregon
My Commission Expires: March 21, 1999

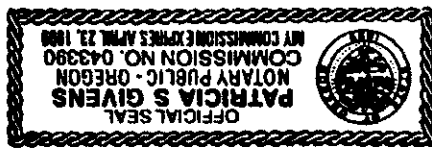
OWNERS:

PINE-MEADOW RANCH, INC

Douglas Sokol
 By: Douglas Sokol, Secretary

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that **DOUGLAS SOKOL** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of Pine Meadow Ranch, Inc. to be the free and voluntary act of such parties, in his representative capacity, for the uses and purposes mentioned in this instrument.

DATED this 19th day of February, 1998.

Patricia S. Givens
 Notary Public for Oregon
 My Commission Expires: 4/23/99

OWNERS:

ALBERTINE REVOCABLE TRUST

Alexander Albertine
 By: Alexander Albertine, Trustee

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that **ALEXANDER ALBERTINE** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the ALBERTINE REVOCABLE TRUST to be the free and voluntary act of such parties, in his representative capacity, for the uses and purposes mentioned in this instrument.

DATED this 25th day of February, 1998.

Betty Jean Grau
 Notary Public for Oregon
 My Commission Expires: 4-12-2000

OWNER:

ALVA W. ANDERSON

Alva W. Anderson
Alva W. Anderson

SHARON E. ANDERSON

Sharon E. Anderson
Sharon E Anderson

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that **ALVA W. and SHARON E. ANDERSON** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 33rd day of February, 1998.



Tamie A. Straight
Notary Public for Oregon
My Commission Expires: March 21, 1999

OPTIONEES:

JERRY L. TAYLOR

Jerry L. Taylor
Jerry L. Taylor

JANET E. TAYLOR

Janet E. Taylor
Janet E. Taylor

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that **JERRY L. and JANET E. TAYLOR** are the person who appeared before me, and said persons acknowledged that they signed this instrument, acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 25TH day of FEB, 1998.

Wendy J. Smith
Notary Public for Oregon
My Commission Expires: 3/12/99

OWNER:

ALVA W. ANDERSON

Alva W. Anderson
Alva W. Anderson

SHARON E. ANDERSON

Sharon E. Anderson
Sharon E Anderson

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that **ALVA W. and SHARON E. ANDERSON** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 23rd day of February, 1998.



Tamie A. Straight
Notary Public for Oregon
My Commission Expires: March 21, 1999

OPTIONEES:

JERRY L. TAYLOR

Jerry L. Taylor

JANET E. TAYLOR

Janet E. Taylor

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that **JERRY L. and JANET E. TAYLOR** are the person who appeared before me, and said persons acknowledged that they signed this instrument, acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this ___ day of _____, 1998.

Notary Public for Oregon
My Commission Expires:

MORGAGEE:

U.S. BANK NATIONAL ASSOCIATION



Thomas G. Schnell
BY: AUP & BBR
TITLE:

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that Thomas G. Schnell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of US BANK NATIONAL ASSOCIATION to be the free and voluntary act purposes mentioned in this instrument.

DATED this 9 day of March, 1998.

Valerie L. Munson
Notary Public for Oregon
My Commission Expires: 10/15/99

MORGAGEE:

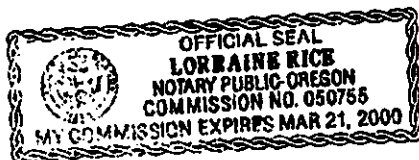
BANK OF THE CASCADES

[Signature]
BY:
TITLE:

STATE OF OREGON, Deschutes County) ss.

I certify that I know or have satisfactory evidence that Roger Christensen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of BANK OF THE CASCADES to be the free and voluntary act purposes mentioned in this instrument.

DATED this 10th day of March, 1998.



Lorraine Rice
Notary Public for Oregon
My Commission Expires: 3-21-00

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November 6, 1997
Order No. 141563-GJ
SUPPLEMENTAL /3

LEGAL DESCRIPTION

PARCEL I:

The Northeast Quarter of the Northeast Quarter of Section 8, TOWNSHIP 15 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

EXCEPT: The North 208.9 feet of the East 396.9 feet thereof.

ALSO EXCEPT: That portion described as beginning at a point 208.9 feet South of the Northeast Section corner of Section 8, TOWNSHIP 15 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN; thence South along easterly section boundary of said Section a distance of 50 feet, thence West along a line parallel with the northerly boundary of said section a distance of 546.9 feet, thence northerly on a line parallel with the easterly boundary line of said section 258.9 feet to northerly boundary line of said section, thence easterly along said section line 150 feet to a point, thence Southerly on a line parallel to east boundary of said section 208.9 feet to a point, thence easterly on a line parallel with northerly boundary of said section 396.9 feet to point of beginning, being within and a part of NE 1/4 NE 1/4 of Section 8, TOWNSHIP 15 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

ALSO EXCEPT: Beginning at a point which is 630.61 feet South and 705.33 feet West of the Northeast corner of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, running thence North 89° 56' 59" East, 139.70 feet; thence North 0° 08' 08" East, 293.22 feet to the South right of way line of Hood Street; thence Northwestery along said right of way line on a 858.51 foot radius curve right (the long chord of which bears North 75° 09' 10" West, 144.43 feet), 144.60 feet; thence South 0° 08' 08" West, 330.35 feet to the point of beginning.

ALSO EXCEPT: Beginning at a point which is 630.49 feet South and 565.63 feet West of the Northeast corner of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon; running thence North 89° 56' 59" East, 152.80 feet; thence North 0° 12' West, 280.00 feet to the South right of way line of Hood Street; thence South 89° 56' 59" West along said right of way line, 1.01 feet; thence Northwestery along said right of way line on a 858.81 foot radius curve right, (the long chord of which bears North 85° 01' 00" West, 150.69 feet), 150.89 feet; thence South 0° 08' 08" West, 293.22 feet to the point of beginning.

ALSO EXCEPT: Beginning at a point on the South right of way line of Highway 242, said point being South 30.48 feet and West 546.80 feet from the Northeast corner of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN; run thence along said right of way line South 89° 56' 59" West 358.85 feet; thence South 42° 14' 59" West 50.44 feet; thence along the arc of a non-tangent curve left 443.57 feet (the chord of which bears South 64° 04' 24" East 487.60 feet); thence North 0° 12' West 228.98 feet to the point of beginning, in Deschutes County, Oregon.

EXHIBIT APage 1

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November 6, 1997
Order No. 141563-GJ
SUPPLEMENTAL #3

LEGAL DESCRIPTION, continued

ALSO EXCEPT Any portion lying within the following described Parcel: A parcel of land situated in the Northeast Quarter (NE1/4) of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a 5/8" Iron rod on the Westerly right of way line of "Pine Street", which bears South 00° 15' 56" East, 630.03 feet and South 89° 53' 03" West, 30.00 feet from the Northeast corner of said Section 8; thence South 00° 15' 56" East, on said Westerly right of way line and 30.00 feet Westerly of and parallel to the East line of said Section 8, 1690.02 feet to a 5/8" Iron rod; thence South 89° 45' 33" West, leaving said Westerly right-of-way line 1356.80 feet to a 5/8" Iron rod; thence South 00° 05' 29" West, 307.51 feet to a 5/8" Iron rod on the East-West centerline of said Section 8; thence South 89° 45' 33" West, on said East-West centerline, 1268.72 feet to a brass cap at the center quarter corner of said Section 8; thence North 00° 26' 41" East, on the North-South centerline of said Section, 1316.99 feet to a brass cap at the center North one-sixteenth corner of said section; thence North 89° 49' 39" East, 1320.59 feet to a 5/8" Iron rod at the Northeast one-sixteenth corner of said Section; thence North 00° 04' 29" East, 685.02 feet to a 5/8" Iron rod; thence North 89° 53' 03" East, 1286.46 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the Northeast Quarter (NE1/4) of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, being more particularly described as follows: Beginning at a 5/8" Iron rod on the Westerly right of way line of "Pine Street", which bears South 00° 15' 56" East, 630.03 feet and South 89° 53' 03" West, 30.00 feet from the Northeast corner of said Section 8; thence South 00° 15' 56" East, on said Westerly right of way line and 30.00 feet Westerly of and parallel to the East line of said Section 8, 1690.02 feet to a 5/8" Iron rod; thence South 89° 45' 33" West, leaving said Westerly right-of-way line 1356.80 feet to a 5/8" Iron rod; thence South 00° 05' 29" West, 307.51 feet to a 5/8" Iron rod on the East-West centerline of said Section 8; thence South 89° 45' 33" West, on said East-West centerline, 1268.72 feet to a brass cap at the center quarter corner of said Section 8; thence North 00° 26' 41" East, on the North-South centerline of said section, 1316.99 feet to a brass cap at the center North one-sixteenth corner of said section; thence North 89° 49' 39" East, 1320.59 feet to a 5/8" Iron rod at the Northeast one-sixteenth corner of said Section; thence North 00° 04' 29" East, 685.02 feet to a 5/8" Iron rod; thence North 89° 53' 03" East, 1286.46 feet to the point of beginning.

PARCEL 3:

Beginning at a point which is 630.61 feet South and 705.33 feet West of the Northeast corner of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, running thence North 89° 56' 59" East, 139.70 feet; thence North 0° 08' 08" East, 293.22 feet to the South right of way line of Hood Street; thence Northwesterly along said right of way line on a 858.51 foot radius curve right (the long chord of which bears North 75° 09' 10" West, 144.43 feet, 144.00 feet; thence South 0° 08' 08" West, 330.35 feet to the point of beginning.

EXHIBIT APage 2

LEGAL DESCRIPTION, continued

PARCEL 4:

Beginning at a point which is 630.49 feet South and 565.63 feet West of the Northeast corner of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon; running thence North 89° 56' 59" East, 152.80 feet; thence North 0° 12' West, 280.00 feet to the South right of way line of Hood Street; thence South 89° 56' 59" West along said right of way line, 1.01 feet; thence Northwesterly along said right of way line on a 858.81 foot radius curve right, (the long chord of which bears North 85° 01' 00" West, 150.69 feet, 150.89 feet; thence South 0° 08' 08" West, 293.22 feet to the point of beginning.

PARCEL 5:

Beginning at a point on the South right of way line of Highway 242, said point being South 30.48 feet and West 546.80 feet from the Northeast corner of Section Eight (8), TOWNSHIP FIFTEEN (15) SOUTH, RANGE TEN (10) EAST OF THE WILLAMETTE MERIDIAN; run thence along said right of way line South 89° 56' 59" West 358.85 feet; thence South 42° 14' 59" West 50.44 feet; thence along the arc of a non-tangent curve left 443.57 feet (the chord of which bears South 64° 04' 24" East 437.60 feet); thence North 0° 12' West 228.98 feet to the point of beginning, in Deschutes County, Oregon.

EXHIBIT "B"

The following is a listing of the improvement requirements of TP-97-880 which are the subject of this improvement agreement:

1. All roads identified in the tentative plan shall be improved to County road standards for urban roads in Table A of Title 17. These improvements shall include curbs, sidewalks, parking for all roads within the subdivision and bike lanes on both sides of Hood Avenue. Sidewalks shall be included along Pine Street and Highway 242 that adjoin the subject property. The cul-de-sac bulb at the south end of Pine Meadow Street shall be paved and improved to a minimum of 45 foot radius. The bike path along the east boundary of lot 10 shall be constructed as shown on the tentative plan.
2. Sidewalks shall be installed as shown on the tentative plan according to the specifications shown in Appendix E of Title 17.
3. All utilities shall be placed underground according to the specifications of the Deschutes County Public Works Department. The applicant is responsible for assuring that permits are obtained from the Deschutes County Public Works for all underground utilities.
4. Street signs shall be installed to meet MUTCD standards.
5. Water lines shall be installed according to the City of Sisters specifications. Water lines shall be installed prior to curbing and paving of new streets.



**NEW SISTERS DEVELOPMENT
HOOD STREET - COMMERCIAL AREA
ENGINEERS COST ESTIMATE**

Revised December 10, 1997

DESCRIPTION

West Hood Avenue:		
Curb & Gutter, Island, AC, Base rock, Sidewalk	<u>1400 LF (95.00/LF)</u>	<u>\$133,000.00</u>
South Pine Meadow, South Cottonwood & West Washington:		
Curb & Gutter, AC, Base rock, Sidewalk	<u>1000 LF (84.00/LF)</u>	<u>\$84,000.00</u>
Water (8" to 10" C900)	<u>2400 LF (28.00/LF)</u>	<u>\$62,400.00</u>
4" to 6" Pressure Sewer	<u>2276 LF (22.00/LF)</u>	<u>\$50,050.00</u>
Fire Hydrants	<u>5 EA (1500.00/EA)</u>	<u>\$7,500.00</u>
Drywells	<u>9 EA (3,200.00/EA)</u>	<u>\$28,800.00</u>
Catch Basins	<u>16 EA (700.00/EA)</u>	<u>\$11,200.00</u>
Utilities Trench	<u>2400 LF (6.00/LF)</u>	<u>\$14,400.00</u>
Appurtenances, Fittings, Miscellaneous Improvements	<u>LS (All)</u>	<u>\$8,000.00</u>
	Subtotal	<u>\$399,350.00</u>
CEC Construction Cost		<u>Excluded</u>

Construction Total: \$399,350.00

44220

OK
12/11/97

W&H Pacific

Post-It Fax Note	7871	Date	12/11/97	Page	1
To	Brian HARRINGTON	From	GEORGE KOLB		
Co./Dept.	CDP	Co.	Loan Dept.		
Phone #		Phone #			
Fax #		Fax #			

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:

98 MAR 25 PM 4:17

MARY SUE PENHOLLOW
COUNTY CLERK

BY. M. Aguilar DEPUTY

NO. 98-11833 FEE 70-