

VOL: 2000 PAGE: 25954
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 06/30/2000 09:03:57

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Jun. 30, 2000; 8:51 a.m.

RECEIPT NO: 22733

DOCUMENT TYPE: License

FEE PAID: \$61.00

NUMBER OF PAGES: 7

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

61

2000.25954-1

LICENSE
(ORS 093.710 (1))

(Relating to realty, connection to and use of City of Bend public facilities; obligation to develop facilities; obligation to maintain facilities and covenant running with the land.)

This recording cover sheet has been prepared by the person presenting the attached instrument for recording (ORS 205.234). Any errors in this cover sheet do not affect the transactions contained within the document.

Deschutes County Filing Index – DEEDS

DATE: JULY 3, 2000

PARTIES: City of Bend

DEVELOPER (S)

OWNER(S)

USER (S)
Freund/Spencer Investment Group LLC

Return to City of Bend
PO Box 431
Bend, OR 97709

APPLICABLE PUBLIC FACILITY IMPROVEMENTS:

√STREET √SEWER √WATER ○MASTER PLAN ○OTHER

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and Freund/Spencer Investment Group, LLC, hereinafter referred to as "USER" agree as follows:

GENERAL CONDITIONS

1. **USER** has received, read and understands City's public facility improvement policies which are attached to this agreement. The terms used in this agreement have the meanings assigned to them by City's policies unless specifically provided otherwise in this agreement.
 - 1.1 USER desires the extension of public facilities to USER'S property described on Exhibit "A" that is attached hereto and made part of this agreement.
 - 1.2 The USER and City intend that this agreement shall constitute a covenant running with the land, binding on the USER and the USER'S heirs, successors, or assigns.
 - 1.3 USER agrees to pay applicable sewer, water and street System Development Charges (SDC's) in accordance with City policies.

PROVISION OF PUBLIC FACILITY IMPROVEMENTS

2. **FACILITIES** shall be supplied only through components constructed by City approved contractor, installed to City Standards and Specifications and owned by City. All facilities except USER'S service connection lines shall be installed within public right of ways or City easements. Easements shall be granted to City free and clear of all liens and encumbrances.
 - 2.1 USER shall not connect to CITY'S facilities until City accepts facilities installed by USER in writing and a Maintenance Agreement between the City and USER is established.
 - 2.2 USER shall promptly pay all charges for City services when due. Charges shall be as prescribed by the appropriate schedule and may be changed from time to time.
 - 2.3 No other use of CITY services or CITY facilities shall be permitted without express written consent of the CITY.

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- 2.4 USER shall comply with all applicable governmental laws, rules and regulations including but not limited to CITY ordinances, resolutions and the provisions of City public facility improvement policies as they now exist and as they may be changed from time to time. Any failure to comply with all terms and conditions of this agreement shall entitle CITY to terminate facility improvement services at CITY'S sole discretion.
- 2.5 If USER'S property is outside the City and USER receives City water, sewer and/or street service, USER'S service may be terminated at anytime after three month's written notice.

EXTENSION OF PUBLIC FACILITY IMPROVEMENTS

3. **USER** shall comply with the following conditions if components to USER'S property require extension of sewer, water and street facilities.
- 3.1 USER agrees to perform all work necessary for the construction of the public facility improvements as shown on Exhibit "B" at USER'S sole expense and in accordance with the City's Standards and Specifications, within one year unless extended by City in writing.
- 3.2 The person, firm or corporation performing the work shall have construction liability coverage. Coverage shall be in the amount of a one million dollar combined single limit for bodily injury liability and property damage. USER shall hold City harmless and indemnify City from any liability of any kind in connection with activities resulting from this agreement.
- 3.3 USER agrees to submit to the City a statement of all costs incurred on the project upon completion of the project.
- 3.4 City will charge appropriate fees for services rendered to USER.
- 3.5 USER agrees to obtain an Oregon State Highway, City or County street cut permit prior to any construction in right of ways.
- 3.6 When required by CITY, USER agrees to deliver to CITY "AS BUILT" reproducible drawings of the completed work, signed by an Oregon professional engineer prior to acceptance of the work by CITY.
- 3.7 The total amount due and payable upon signing this agreement is listed on Exhibit "C".

ADDITIONAL CONDITIONS

FOR PROVISION OF WATER FACILITIES

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USER agrees to perform all work necessary to install water service lines with meters and housings if required. Said installations to be completed in accordance with Exhibit "B" and City Standards and Specifications. The meter, to be installed by contractor, must be stamped and registered by CITY Public Works department prior to installation.

USER agrees to perform all work necessary to install on USER'S property at a City approved location a backflow prevention device approved by the Oregon State Health Division and the City of Bend Standards and Specifications if required. This device must pass inspection by a certified backflow prevention inspector. USER agrees to have test cocks installed on this device as shown in the specifications. USER also agrees to comply with the annual requirement for checking the backflow protection valves at USER'S expense.

- Not required
- Double check type
- Reduced Pressure Type

FIRE SERVICES: When required, fire services will be included on Exhibit "B", including locations of all fire services and associated backflow devices.

FOR PROVISION OF SEWER FACILITIES

An Industrial Discharge Permit may be required for some projects. If required, USER shall obtain this permit from the City of Bend Public Works Department.

FOR PROVISION OF STREET FACILITIES

USER shall construct all required public and private street improvements according to the attached City Street Policies. CITY shall review and approve all private street improvements in accordance with the City of Bend Zoning Ordinance.

LAND USE DECISION REQUIREMENTS

USER shall comply with and meet all requirements specific to this development as stipulated in the City of Bend Land Use Decision and Development Agreement, including additional conditions for public facility improvements not mentioned above.

BUILDING PERMIT ISSUANCE POLICY

USER acknowledges that City policy prohibits release of building permits until all of the required public facility improvements for the project have been completed, approved by the City, and the one-year warranty (maintenance) period has begun.

SYSTEMS DEVELOPMENT FEE REIMBURSEMENT

USER understands and acknowledges if master plan facilities, as defined and approved by the City Engineer, are constructed and approved by the City, USER has the potential for a system development charge reimbursement entitlement pursuant to City policy, rules and regulations.

DATED this 2nd day of MAY, 2000.

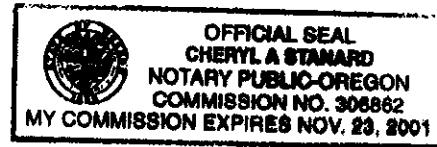
USER

BY: [Signature] member
JERRY FREUND, MEMBER, FREUND SPENCER INVESTMENT GROUP LLC

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on MAY 2, 2000
by JERRY R. FREUND

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/23/2001



CITY
[Signature]
DEVELOPMENT SERVICES

EXHIBIT "A"**NORTH BRINSON BUSINESS PARK, PHASE III****DESCRIPTION**

A parcel of land located in the Southwest One-Quarter of the Northeast One-Quarter (SW1/4 NE1/4) and the Southeast One-Quarter of the Northeast One-Quarter (SE1/4 NE1/4) of Section 21, Township 17 South, Range 12 East, W.M., Deschutes County, Oregon, being more particularly described as follows:

Lots 61, 62, and 63 of North Brinson Business Park, Phase II, as recorded in File No. 13582, of Deschutes County, Oregon, Survey Records,

TOGETHER WITH:

The Southeast One-Quarter of the Northeast One-Quarter (SE1/4 NE1/4) of Section 21, Township 17 South, Range 12 East, W.M., Deschutes County, Oregon,

EXCEPTING THEREFROM:

Beginning at the North One-sixteenth corner of said quarter quarter; thence along the north line of said quarter quarter westerly 324.79 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said north line to the North East One-sixteenth corner; thence leaving said north line South 00°02'23" East, 85.59 feet; thence along a curve to the right with a radius of 660.00 feet an arc distance of 130.71 feet, (chord bears North 74°21'24" East, 130.50 feet); thence South 00°06'13" West, 219.83 feet; thence South 89°53'47" East, 862.11 feet; thence North 00°38'23" East, 270.01 feet to the true point of beginning and the terminus of this description.

ALSO EXCEPTING THEREFROM:

Beginning at the North One-sixteenth corner of said quarter quarter; thence along the east line of said quarter quarter southerly 40.00 feet to the **TRUE POINT OF BEGINNING**; thence leaving said east line North 89°53'43" West, 265.29 feet; thence South 00°38'23" West, 200.01 feet; thence South 89°53'47" East, 267.81 feet; thence North 00°04'51" West, 200.00 feet to the true point of beginning and the terminus of this description.

SUBJECT TO: All easements, restrictions, and rights-of-way of record and those common and apparent on the land.

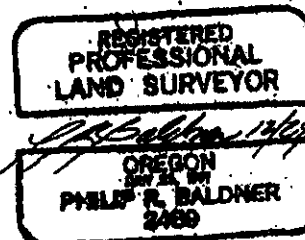


EXHIBIT "C"

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Engineering Fees

Water plan review submittal \$275.00	\$ 275.00
Water line fee <u>3890</u> lf x \$1.10/ft	\$ 4279.00
Fire service/hydrant fee x \$165.00 per service/hydrant	\$ 2310.00
Water service tap inspection	\$ 50.00
Sewer plan review submittal \$275.00	\$ 275.00
Sewer line inspection fee lf x \$1.10/ft	\$ 1941.50
Manhole fee, # of manholes <u>7</u> x \$55.00/manhole	\$ 385.00
Sewer tap inspection	\$ 50.00
Street review submittal	\$ 275.00
Street fee <u>3470</u> lf x \$1.10/ft	\$ 3817.00
Drainage Plan review submittal	\$
Drainage line fee _____ lf x \$1.10/ft	\$

Final Plat Fees

Submittal fee \$275.00 +24 lots x \$30.00/lot = \$ 995.00

Partition Fees

Submittal fee \$275.00 + _____ lots x \$15.00/lot = \$

MISCELLANEOUS

Agreement processing fee \$ 230.00

Recording fee \$ 65.00

DATE PAID 5/2/00 RECEIPT # 27024 TOTAL DUE \$14,947.50