

RECORDING COVER SHEET

THIS 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.

County Filing Index - Deeds

Recording Authority - Redmond Code Section 1.500 Requires Recording of documents with the Deschutes County Clerk (Ordinance Number 2001-13)

A. Title of Document: Sidewalk Agreement

Property located at: See Exhibit A attached.

B. Names of First Parties: One Property Owners, as listed:
Elk Horn Development, LLC

Names of Second Parties: City of Redmond, Oregon

C. Name and address of person authorized to receive the instrument after recording:

City Recorder's Office
PO Box 726
Redmond OR 97756-0100

RcrdgCvr.doc

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-58810



\$61.00

00305804200400588100070071

09/30/2004 10:31:14 AM

D-IPPS Cnt=1 Stn=4 TRACY
\$35.00 \$11.00 \$10.00 \$5.00

SIDEWALK AGREEMENT

THIS AGREEMENT is by and between **THE CITY OF REDMOND**, a Municipal corporation of the State of Oregon, ("**CITY**"), and "**Elk Horn Development, LLC**" an Oregon limited liability company ("**OWNER**").

WITNESSETH:

WHEREAS, Owner is the owner of phase I of Fieldstone Crossing Planned Unit Development, City of Redmond files no. PUD 03-02; SP 03-56 and CU 03-26, (the "**PROPERTY**") which is more particularly described within "Exhibit A" attached; and

WHEREAS, Owner desires to record the final plat for the Property; and

WHEREAS, Owner agrees to construct sidewalk improvements, ("**SIDEWALK IMPROVEMENTS**"), whose scope and cost estimates are more particularly described in Exhibit B attached, and shall be performed by those contractors listed on Exhibit C attached, after the recordation of the final plat of the Property in accordance with the terms and conditions of this Agreement; and

WHEREAS, Owner has agreed to guarantee to the City that the Sidewalk Improvements required by the City during the subdivision review shall be constructed.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE - FINAL PLAT

City agrees to sign the final plat for the Property.

SECTION TWO - CONSTRUCTION OF IMPROVEMENTS

Owner shall perform the Sidewalk Improvements in accordance with Exhibit B. Owner shall have the work performed those contractors listed in Exhibit C attached.

SECTION THREE - SCHEDULE OF WORK

The Sidewalk Improvements shall be completed on or before July 15, 2006. 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 Sidewalk Improvements.

SECTION FOUR - COSTS

Owner hereby agrees that if the Sidewalk Improvements are not completed by July 15, 2006, or such other date as the City may hereafter agree to, that Owner shall pay to the City of Redmond, upon demand, sufficient sums to complete construction of the Sidewalk Improvements as identified within Exhibit B. Owner acknowledges and understands that the City may have a higher cost for completing the Sidewalk 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 Sidewalk 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 Sidewalk Improvements required of the Owner are not completed, the City reserves the right to form a Local Improvement District to complete the Sidewalk 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 Sidewalk 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 20 day of SEPTEMBER, 2004.

OWNER/DEVELOPER:

D. Pahlisch
Dennis Pahlisch, Member
Elk Horn Development, L.L.C.

9-20-04
Date

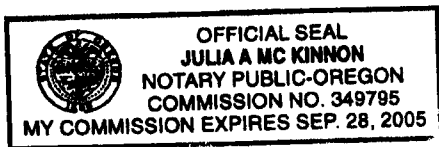
STATE OF OREGON)
) ss.
County of Deschutes)

On September 20, 2004, Dennis Pahlisch 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.



Julia A. McKinnon
Notary Public for Oregon
My Commission Expires: 9.28.05

CITY OF REDMOND:

Chuck McGraw
Chuck McGraw, Senior Planner

STATE OF OREGON)
) ss.
County of Deschutes)

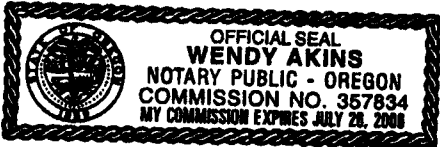
On September 27, 2004, Chuck McGraw personally appeared before me,

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.

Wendy Akins
Notary Public for Oregon
My Commission Expires: July 26, 2006



**Fieldstone Crossing, Phase I
Legal Description**

A parcel of land containing 5.09 acres, more or less, located in the Southeast One-Quarter of the Southwest One-Quarter (SE1/4 SW1/4) of Section 8, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the Center-South one-sixteenth corner of said Section 8; thence along the east boundary of said SE1/4 SW1/4, South 00°15'19" West a distance of 1314.65 feet to the northerly right-of-way of Antler Avenue; thence along said right-of-way, South 89°58'28" West a distance of 50.76 feet; thence leaving said right-of-way, North 02°24'38" West a distance of 335.12 feet; thence North 17°06'49" West a distance of 329.80 feet; thence North 00°09'01" West a distance of 60.00 feet; thence North 89°50'59" East a distance of 8.23 feet; thence North 00°15'19" East a distance of 22.88 feet; thence North 20°25'10" West a distance of 240.14 feet; thence North 89°55'01" West a distance of 8.22 feet; thence North 00°15'19" East a distance of 21.80 feet; thence North 20°25'10" West a distance of 216.66 feet; thence North 00°04'59" East a distance of 132.29 feet to the north boundary of said SE1/4 SW1/4; thence along said north boundary, South 89°55'12" East a distance of 326.89 feet to the point of beginning, the terminus of this description.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

EXHIBIT "A"



CITY OF REDMOND
Engineering Department

875 SE Veterans Way
PO Box 726
Redmond, OR 97756-0100

(541) 504-2000
Fax: (541) 548-0253
info@redmond.or.us
www.redmond.or.us

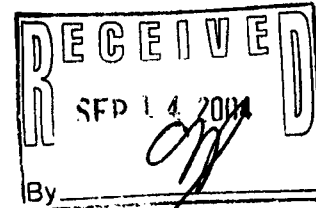
MEMO

TO: ERIC PORTER, *Associate Planner*
Community Development Dept.
Planning Division

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

DATE: September 13, 2004

Subject: **Fieldstone Crossing Subdivision Phase 1, PUD03-02**
Sidewalk Construction Cost Estimate



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

ITEM	QUANTITY	UNIT COST	TOTAL
1) Sidewalk/Driveway – 5 ft. concrete (Cedar Ave & Elm Ave.)	5,260 SF	\$2.60	\$13,676
2) Inspection	LS	+3%	\$ 410
3) Subgrade Prep. & Mobilization	LS	+8%	\$1,094
<i>Sub-Total</i>			\$15,180
Redmond Code Section 8.2245 +20%			\$3,036
TOTAL			\$18,216

Sidewalks on the west side of NW 27th St. between Antler Ave & Cedar Ave. and on the east side of 27th St. between Cedar Ave & Elm Ave. have been completed as of the date of this letter. The required ADA/curb ramps, curb returns and hydrant pads located within this phase have been constructed as well.

EXHIBIT " B "

EXHIBIT C

**LIST OF CONTRACTORS for all sidewalk improvements for "Fieldstone Crossing
Planned Unit Development, Phase I"**

Concrete contractor
Sidewalks/ADA ramps- Ryder Construction Grant Ryder
(541) 815-8075