

94-33849

WATER AND SEWER SERVICE AGREEMENT

CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and DADE HIGHLANDS AND SKYLINER SUMMIT LIMITED PARTNERSHIP, hereinafter referred to as "USER", agree as follows:

RAL CONDITIONS

USER has received, read and understands City's Water and Sewer policies which are attached hereto. The terms used in this agreement have the meanings assigned to them by City's policies, unless otherwise provided otherwise in this agreement.

1.1 USER desires sewer and water service to USER's property described on Exhibit "A" attached hereto and made part of this agreement.

1.2 USER understands that USER'S service is conditioned upon consenting to sign an annexation consent agreement, if USER'S property is outside of the City limits. USER hereby consents to the annexation of USER'S property when annexation shall be deemed appropriate by the City. USER also provides City with a separate consent on a form prepared by City.

1.3 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.

1.4 USER agrees to pay applicable sewer and water general benefit fees in accordance with City policies.

PROVISION OF WATER AND SEWER SERVICES

Services shall be supplied only through facilities constructed and installed to City Standards and owned by City. All facilities except USER'S service connection lines shall be subject to public right of ways or City easements. Easements shall be granted to City free and clear of any encumbrances.

2.1 USER shall not connect to CITY'S facilities until City accepts facilities installed by USER in writing.

2.2 USER shall promptly pay all charges for City sewer and water 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.

Return To:
City of Bend
Development Services
P.O. Box 431
Bend, OR 97709

Broken To:
Project #
QA/dev/agre

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 sewer and water policies as they 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 water and sewer services at CITY'S discretion.

5 If USER'S property is outside the City and USER receives City water and or sewer service, USER'S service may be terminated at anytime after three month's written notice.

6 USER agrees to perform all work necessary to install on USER'S property at a City application a backflow prevention device approved by the Oregon State Health Division and the City 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

CONSTRUCTION OF WATER AND/OR SEWER FACILITIES

USER shall comply with the following conditions if service to USER'S property requires extensive water facilities.

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

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 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 at the completion of the project.

350 - 0572

ORIGINAL

City will charge appropriate fees for services rendered to USER.

USER agrees to obtain Oregon State Highway, City or County street cut permit prior to ar
ruction in right of ways.

When required by CITY, USER agrees to deliver to CITY "AS BUILT" reproducible drawing
completed work, signed by an Oregon professional engineer prior to acceptance of the work l

The total amount due and payable upon signing this agreement is listed on Exhibit "C".

17th day of August, 1994.

USER: CASCADE HIGHLANDS LIMITED PARTNERSHIP
SKYLINER SUMMIT LIMITED PARTNERSHIP

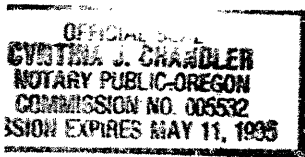
BY: Broken Top, Inc.

BY: Sharon G. Ginnell
Vice President

OREGON)
)ss
Deschutes)

ment was acknowledged before me on August 17, 1994

n Ginnell



Cynthia J. Chandler
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5/11/95

CITY

Robert McMahon
DEVELOPMENT SERVICES

Exhibit "C"

350 - 0573

ORIGINAL

Engineering Fees

Plan review submittal \$275.00

Erosion fee _____ ft x \$1.10/ft (\$1.65/ft*)

Fire hydrant fee _____ x \$165.00 per service/hydrant

Service tap inspection

EW	\$	275.00
EW	\$	7,243.50
EW	\$	1,815.00
EW	\$	

Plan review submittal \$275.00

Inspection fee _____ ft x \$1.10/ft (\$1.65/ft*)

Fee, # of manholes _____ x \$55.00/manhole

Service inspection

Station telemetry

ES	\$	275.00
EW	\$	8,418.30
ES	\$	1,375.00
ES	\$	
ES	\$	

Plan review submittal

_____ lf x \$1.10/ft

ET	\$	
ET	\$	

Other Fees

Fee \$275.00 + _____ lots x \$30.00/lot = _____

Other Fees

Fee \$275.00 + _____ lots x \$15.00/lot = _____

ANNUAL PLAT & PARTITION FEES

STREET 20%	EF	\$	
WATER 50%	EP	\$	
SEWER 30%	EO	\$	

DEVELOPMENT CHARGES *

Item: _____ ERU's x \$ _____/ERU

SW \$ _____

Item: _____ ERU's x \$ _____/ERU

WA \$ _____

_____ water service

WA \$ _____

_____ fire service

WA \$ _____

_____ meter deposit

RD \$ _____

Other Fees

Service fee

RF \$ 63.25

Plan processing fee (paid \$120.00) bal due is:

DA \$ 60.00

_____ recovery, project # _____

\$ _____

Cash deposit

Accounting P# _____

\$ _____

ID 8-19-94

RECEIPT # 8630

TOTAL DUE \$ 19,525.05

Property is outside City limits

BROKEN TOP

PHASE III-E

A parcel in the southeast quarter of Section 1 and the northeast quarter of Section 12 of Township 18 South and Range 11 East of the Willamette Meridian, and a portion of Government Lot 6 of Section 6 of Township 18 South and Range 12 East of the Willamette Meridian, Deschutes County, Oregon, as shown on the attached exhibit and fully described as follows:

Commencing at a 3" brass cap at the east one-quarter corner of said Section 1; thence South 00°30'37" West 832.30 feet along the east line of said Section 1 to a 5/8" iron rod on the southwesterly right-of-way of Mt. Washington Drive; thence leaving said east line 116.00 feet along the arc of a 1104.41 foot radius curve left (the long chord of which bears South 34°50'57" East 115.95 feet) to a 5/8" iron rod and the point of beginning; thence 252.38 feet along the arc of an 1104.41 foot radius curve left (the long chord of which bears South 44°24'17" East 251.83 feet) to a 5/8" iron rod on the south boundary of the tract described in Volume 342, Page 219 of the Deschutes County Deed Records; thence leaving said southwesterly right-of-way South 77°03'55" West 251.81 feet to a 5/8" iron rod on the line between said Sections 1 and 6; thence leaving said south boundary South 00°30'37" West 992.13 feet to a 5/8" iron rod; thence leaving said section line West 151.67 feet to a 5/8" iron rod; thence 73.58 feet along the arc of a 752.00 foot radius curve right (the long chord of which bears South 31°44'25" West 73.55 feet) to a 5/8" iron rod; thence 463.42 feet along the arc of a 940.00 foot radius curve right (the long chord of which bears South 48°40'00" West 458.74 feet) to a 5/8" iron rod; thence South 62°47'25" West 89.10 feet to a 5/8" iron rod; thence 412.01 feet along the arc of a 752.00 foot radius curve right (the long chord of which bears South 78°29'10" West 406.88 feet) to a 5/8" iron rod; thence North 85°49'05" West 115.53 feet to a 5/8" iron rod; thence 478.50 feet along the arc of a 680.00 foot radius curve left (the long chord of which bears South 74°01'23" West 468.68 feet) to a 5/8" iron rod; thence North 36°08'08" West 80.00 feet to a 5/8" iron rod; thence 329.00 feet along the arc of a 760.00 foot radius curve right (the long chord of which bears North 66°15'57" East 326.43 feet) to a 5/8" iron rod; thence North 00°23'49" West 164.75 feet to the BROKEN TOP boundary per CS 07919 by David Bateman; thence leaving said boundary North 00°23'49" West 60.86 feet to a 5/8" iron rod; thence North 79°56'20" East 110.00 feet to a 5/8" iron rod; thence South 86°19'27" East 110.63 feet to a 5/8" iron rod; thence South 80°46'31" East 102.12 feet to a 5/8" iron rod on said boundary; thence North 79°56'20" East 265.27 feet to a 5/8" iron rod; thence North 58°58'58" East 644.58 feet to a 5/8" iron rod; thence leaving said boundary 36.88 feet along the arc of a 650.00 foot radius curve left (the long chord of which bears North 20°10'03" East 36.87 feet) to a 5/8" iron rod on said boundary; thence North 06°06'26" West

DAVID EVANS AND ASSOCIATES, INC.
A PROFESSIONAL SERVICES CONSULTING FIRM
OFFICES IN OREGON, WASHINGTON, CALIFORNIA AND ARIZONA
709 N.W. WALL STREET, SUITE 102
BEND, OREGON 97701 2744
(503) 389-7614 FAX (503) 389-7623

August 5, 1994

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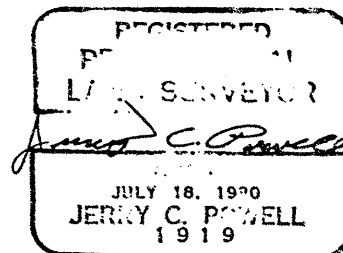
Exhibit "A"

350 - 0575

ORIGINAL

307.98 feet to a 5/8" iron rod; thence North $16^{\circ}49'21''$ West 132.83 feet to a 5/8" iron rod; thence leaving said boundary South $44^{\circ}47'27''$ East 164.76 feet to a 5/8" iron rod; thence North 167.17 feet to a 5/8" iron rod; thence 579.90 feet along the arc of a 740.00 foot radius curve right (the long chord of which bears North $22^{\circ}26'59''$ East 565.17 feet) to the point of beginning. Contains 13.77 acres.

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DAVID EVANS AND ASSOCIATES, INC.
ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS

August 5, 1994
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BROKEN TOP

PHASE III-F

A parcel in the southeast quarter of Section 1 and the northeast quarter of Section 12 of Township 18 South and Range 11 East of the Willamette Meridian, Deschutes County, Oregon as shown on the attached Exhibit and fully described as follows:

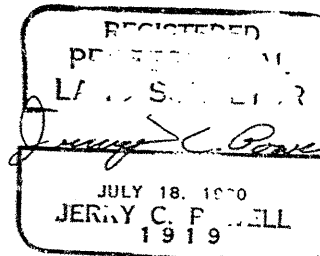
Commencing at a 3" brass cap at the southeast corner of said Section 1; thence North 89°52'23" West 672.75 feet along the south line of said Section 1; thence leaving said south line North 45.17 feet to a 5/8" iron rod and the point of beginning; thence South 157.76 feet to a 5/8" iron rod; thence South 02°21'02" East 60.96 feet to a 5/8" iron rod; thence South 51.25 feet to a 5/8" iron rod; thence South 02°51'45" West 100.12 feet to a 5/8" iron rod; thence West 60.00 feet to a 5/8" iron rod; thence North 02°51'45" West 16.03 feet to a 5/8" iron rod; thence West 165.20 feet to a 5/8" iron rod; thence South 11°19'15" West 134.99 feet to a 5/8" iron rod; thence South 132.84 feet to a 5/8" iron rod; thence South 45°51'22" West 115.70 feet to a 5/8" iron rod; thence West 154.33 feet to a 5/8" iron rod; thence South 35.00 feet to a 5/8" iron rod; thence West 165.10 feet to a 5/8" iron rod on the west line of the northeast quarter of said northeast quarter; thence North 00°39'59" East 676.01 feet to a 5/8" iron rod; thence leaving said west line 199.91 feet along the arc of a 680.00 foot radius curve right (the long chord of which bears North 85°45'35" East 199.19 feet) to a 5/8" iron rod; thence South 85°49'05" East 115.53 feet to a 5/8" iron rod; thence 342.74 feet along the arc of a 752.00 foot radius curve left (the long chord of which bears North 81°07'29" East 339.78 feet) to the point of beginning. Contains 7.95 acres.

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:

94 AUG 29 PM 2:04

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *M. S. Penhollow* DEPUTY
NO. 94-33849 FEE 35-
DESCHUTES COUNTY OFFICIAL RECORDS



August 5, 1994

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A PROFESSIONAL SERVICES CONSULTING FIRM
OFFICES IN OREGON WASHINGTON, CALIFORNIA AND ARIZONA
709 N.W. WALL STREET, SUITE 102
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(503) 389-7614 FAX (503) 389-7623

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Project #94-081
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