

AFFIDAVIT OF CORRECTION - GLENSHIRE - PHASES I AND II

Located in the southwest 1/4 of the southeast 1/4 of Section 21 and the northwest 1/4 of the northeast 1/4 of Section 28, T17S, R12E., W.M., City of Bend, Deschutes County, Oregon, Plat Cabinet No. F-554 - 556.

I, Peter A. Manley, being duly sworn, depose and say that I am the surveyor who surveyed the property as depicted, filed and recorded in C.S. File No. 15430 Deschutes County, Oregon, Survey Records; and

The following corrections to said plat are necessary and are as follows:

- 1. On Sheet 1, references in the declaration made to "Hidden Valley Way", "Warner Way" and "Weddell Road" should be "Hidden Valley Drive", "Warner Place" and Weddell Street".
- 2. On Sheet 3, street names shown as "Hidden Valley Drive", "Warner Way" and "Weddell Road" should be "Hidden Valley Drive", "Warner Place" and Weddell Street".

The present fee owner(s) of the property materially affected by said Affidavit is/are as follows:

- 1. Glenshire, LLC
- 2. Golden Crest Development, Inc.

Peter A. Manley

Peter A. Manley, Registered Pro. Land Surveyor #2214 Bend, Oregon

07-18-03
REGISTERED PROFESSIONAL LAND SURVEYOR

Peter A. Manley
OREGON
JULY 17, 1986
PETER A. MANLEY
2214

RENEWAL DATE: 12/31/04
STATE OF OREGON

County of Deschutes

)
) ss.
)

SUBSCRIBED AND SWORN to before me this 18th day of July, 2003, by Peter A. Manley.
OFFICIAL SEAL
WENDY RANDALL
NOTARY PUBLIC-OREGON
COMMISSION NO. 361039
MY COMMISSION EXPIRES OCT. 12, 2006

Wendy Randall
Notary Public for the State of Oregon
My Commission Expires: 10/12/06

COUNTY SURVEYOR APPROVAL

I, Jeff Kern, Deschutes County Surveyor, do hereby certify that said Affidavit of Correction for C.S. File No. 15430 has been examined by me and that it complies with ORS 209.255.

DATED this 22ND day of JULY, 2003.

Jeff Kern by Ken Blankenship Deputy
JEFF KERN, Deschutes County Surveyor

AFTER RECORDING RETURN TO:
Deschutes County Surveyor
1128 NW Harriman
Bend, OR 97701

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-49098



\$31.00

00184700200300490980010011

07/22/2003 02:59:13 PM

D-COVR Cnt=1 Stn=23 TRACY
\$5.00 \$11.00 \$10.00 \$5.00



\$56.00

00007161200200415640000000

08/01/2002 12:49:42 PM

D-L Cntwl Strwl JEFF
\$30.00 \$11.00 \$10.00 \$5.00

1/2
6

LICENSE

APPLICABLE PUBLIC FACILITY IMPROVEMENTS:

STREET **SEWER** **WATER** **MASTER PLAN** **OTHER**

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and **GOLDEN CREST DEVELOPMENT**, 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.
- 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 engineered construction drawings titled "Glenshire - Phase I and II" for City of Bend Project Number PZ 01-423, approved by the City Engineer on May 15, 2002, incorporated herein by reference, 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".

3.8 USER hereby grants CITY a license to enter and remain on USER's property for the purpose of inspecting public facility improvements constructed pursuant to this Agreement, including, but not limited to, any water lines, meters, backflow prevention devices, sewer lines, streets, test cocks and other facilities.

ADDITIONAL CONDITIONS

FOR PROVISION OF WATER FACILITIES

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 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 shall be constructed in accordance with engineered plans approved by the City Engineer, 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/or 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 by the applicant and approved by the City, USER has the potential for a system development charge reimbursement entitlement pursuant to City policy, rules, regulations and the Master Plan Facility Reimbursement Agreement.

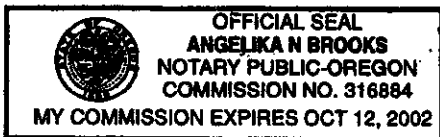
DATED this 24 day of May, 2002.

USER

BY: [Signature]
Golden Crest Development

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on May 24, 2002
by William J. Walton III as President for Golden
Crest Development



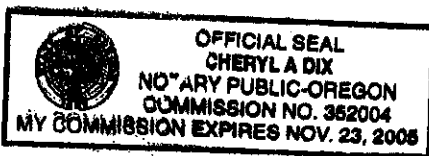
[Signature]
NOTARY PUBLIC FOR OREGON

CITY

STATE OF OREGON)
)ss
County of Deschutes)

[Signature]
Community Development Department

This instrument was acknowledged before me on July 9, 2002
by DEB WALKER.



[Signature]
NOTARY PUBLIC FOR OREGON

EXHIBIT "A"

A parcel of land located in portions of the Southwest One-quarter of the Southeast One-Quarter (SW1/4 SE1/4) of Section 21, and the Northwest One-Quarter of the Northeast One-quarter (NW1/4 NE1/4) of Section 28, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a 2" iron pipe at the one-quarter corner common to said Sections 21 and 28; thence along the section line between said Sections 21 and 28, South 89°43'30" East a distance of 255.05 feet to the True Point of Beginning; thence leaving said section line North 00°02'45" West a distance of 563.08 feet to the southerly right-of-way of the North Unit Main Canal; thence along said southerly right-of-way the following two (2) curves and three (3) courses:

36.57 feet along the arc of a non-tangent 136.50 foot radius curve to the right, the chord of which bears South 55°36'02" East a distance of 36.46 feet;
South 47°55'33" East a distance of 81.00 feet;
North 42°04'27" East a distance of 50.00 feet;
South 47°55'33" East a distance of 319.00 feet;
137.01 feet along the arc of a tangent 386.50 foot radius curve to the left, the chord of which bears South 58°04'54" East a distance of 136.30 feet;

thence leaving said right-of-way South 00°02'45" East a distance of 241.78 feet to said section line; thence South 00°01'28" East a distance of 228.99 feet; thence South 00°06'15" East a distance of 261.93 feet; thence South 00°04'01" East a distance of 7.11 feet to the northerly right-of-way of Ross Road; thence along said northerly right-of-way South 89°55'40" West a distance of 238.83 feet; thence leaving said right-of-way North 00°03'45" West a distance of 499.48 feet to said section line; thence along said section line North 89°43'30" West a distance of 237.14 feet to the point of beginning, 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"

Engineering Fees

Grading drainage review submittal \$650.00 \$ 650.00
Storm sewer piping fee 175 lf x \$2.00/ft \$ 350.00
Drywell, # of drywells 7 x \$250.00 per drywell \$1750.00

Water plan review submittal \$650.00 \$ 650.00
Water line fee 1738 lf x \$2.00/ft \$3476.00
Fire service/hydrant fee 6 x \$250.00 per service/hydrant \$1500.00

Sewer plan review submittal \$650.00 \$ 650.00
Sewer line fee 2270 lf x \$2.00/ft \$4540.00
Manhole fee, # of manholes 12 x \$250.00/manhole \$3000.00
Sewer lift station telemetry \$6,200.00 \$6200.00

Street review submittal \$650.00 \$ 650.00
Street fee 1680 lf x \$3.00/ft \$5040.00

Inspections

Submittal fee \$500.00 \$ 500.00

Final Plat Fees

Submittal fee \$275.00 + 39 lots x \$30.00/lot = \$1445.00

Miscellaneous

Agreement processing fee \$ 238.00
Recording fee \$ 65.00

TOTAL DUE \$30,704.00

DATE PAID 6/4/02 RECEIPT # 160858 HTE # 02-2075