

96-34044

LAND DIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is by and between THE CITY OF REDMOND, a Municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and HAYDEN WATSON, the owner of HAYDEN ACRES, PHASE I, hereinafter referred to as "OWNER".

W I T N E S S E T H :

WHEREAS, Hayden Watson is the owner of HAYDEN ACRES, PHASE I, a subdivision located at T15 R13 S04AC, Tax Lots 100, 200 and 600, in Redmond, Oregon; and

WHEREAS, the Owner of Hayden Acres, Phase I desires to record the final plat of the subdivision; and

WHEREAS, the Owner has agreed to construct the improvements after the recordation of the final plat of in accordance with the terms and conditions of TP-96-855, and with the Personal Guarantee Improvement Agreement by and between the City and the owners dated this same date; and

WHEREAS, as the condition of proceeding with the recordation of the final plat of Hayden Acres, Phase I prior to completion of the improvements, the Owner has agreed to the recordation of this Agreement, and accepted by THE CITY OF REDMOND;

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

SECTION ONE - FINAL PLAT

City agrees to sign off on the final plat for which is more particularly described in EXHIBIT "A" attached hereto and incorporated by reference.

SECTION TWO - CONSTRUCTION OF IMPROVEMENTS

The public improvements to be constructed are more particularly described in EXHIBIT "B" which is attached hereto and incorporated by reference herein. A list of all the contractors who will construct or complete the improvements and repairs are more particularly described in EXHIBIT "C".

SECTION THREE - SCHEDULE OF WORK

Owner agrees to complete the improvements before September 6, 1997, which is one (1) year. 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 improvements.

SECTION FOUR - COSTS

Owner hereby agrees that if the improvements described in EXHIBIT "A" are not completed prior to recordation that bonding or personal guarantees shall be provided as provided in Section 8.2245 of the Redmond Code. The costs are estimated to be \$845,411.00. Owner acknowledges and understands that the City may have a higher cost for completing the 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 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 improvements required of either the contractor or Owner are not completed, the City reserves the right to form a Local Improvement District to complete the 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 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.

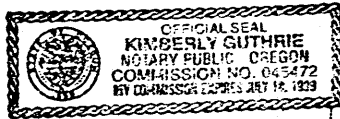
DATED this 27 day of August, 1996.

OWNER:

[Signature]
 Hayden Watson
 Hayden Acres, Phase I
 2622 SW Glacier Place, Suite 110
 Redmond, OR 97756

STATE OF OREGON)
) ss.
 County of Deschutes)

Personally appeared before me this 27 day of ^{August}~~March~~, 1996,
 the above-named Hayden Watson, who is the owner of Hayden Acres,
 Phase I, and acknowledged the foregoing instrument to be his
 voluntary act and deed.



Kimberly Guthrie
 Notary Public for Oregon
 My Commission
 Expires: 7-12-99

THE CITY OF REDMOND

By [Signature]
 Joseph Hannan, City Manager

Approved as to form:

[Signature] (RE)
 ED FITCH, City Attorney

AFTER RECORDING RETURN TO:
 THE CITY OF REDMOND
 P. O. BOX 726
 REDMOND, OR 97756

EXHIBIT A

SURVEYOR'S CERTIFICATE

I, WILLIAM G. BAHRKE, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2039, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED, SUBDIVDED AND PLATTED INTO LOTS AND STREETS, AND HAVE MONUMENTED THE EXTERIOR BOUNDARY OF, AND UPON COMPLETION OF STREET IMPROVEMENTS, WILL MONUMENT THE INTERIOR CORNERS OF THE LANDS SHOWN ON THIS PLAT OF "HAYDEN ACRES - PHASE I", THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" PIPE MONUMENTING THE NORTHWEST CORNER OF THE S1/2 NE1/4 OF SECTION 4, T15S, R13E, W12, FROM WHICH A 3 1/4" ALUMINUM CAP MONUMENTING THE NORTH 1/4 CORNER OF SAID SECTION 4 BEARS N00°42'06"E - 1330.67 FEET, SAID 3/4" PIPE BEING THE INITIAL POINT OF "HAYDEN ACRES - PHASE I", AS WELL AS THE TRUE POINT OF BEGINNING; THENCE N89°41'16"E ALONG THE NORTH LINE OF SAID S1/2 NE1/4 - 35.02 FEET TO THE EAST RIGHT-OF-WAY OF NW TENTH STREET, BEING 35 FEET FROM THE CENTERLINE OF SAID STREET; THENCE S01°36'50"W ALONG SAID EAST RIGHT-OF-WAY - 314.92 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID S1/2 NE1/4; THENCE S00°42'06"W ALONG SAID EAST LINE - 57.24 FEET; THENCE EAST - 654.19 FEET; THENCE S1/4 - 94.00 FEET; THENCE EAST - 341.68 FEET; THENCE NORTH - 471.41 FEET TO THE NORTH LINE OF SAID S1/2 NE1/4; THENCE N89°41'16"E ALONG SAID NORTH LINE - 306.36 FEET TO THE WEST RIGHT-OF-WAY OF STATE HIGHWAY U.S. NO. 97, BEING 45 FEET FROM THE CENTERLINE OF SAID HIGHWAY; THENCE ALONG SAID WEST RIGHT-OF-WAY AND 87.36 FEET ALONG THE ARC OF A 11504.16 FOOT RADIUS CURVE CONCAVE EAST (FORMING A CENTRAL ANGLE OF 00°26'06" AND A LONG CHORD BEARING S05°28'03"W - 87.36 FEET); THENCE N37°00'00"W - 58.51 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID S1/2 NE1/4; THENCE S89°41'16"W ALONG SAID SOUTH LINE - 202.83 FEET; THENCE SOUTH - 491.73 FEET; THENCE WEST - 401.68 FEET; THENCE SOUTH - 94.00 FEET; THENCE WEST - 657.22 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID S1/2 NE1/4; THENCE S00°42'06"W ALONG SAID EAST LINE - 275.24 FEET; THENCE S89°51'12"W - 30.00 FEET TO THE WEST LINE OF SAID S1/2 NE1/4; THENCE N00°42'06"E ALONG SAID WEST LINE - 895.20 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING APPROXIMATELY 5.82 ACRES, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY OVER AND ACROSS THE ABOVE DESCRIBED PARCEL OF LAND.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 28, 1943
WILLIAM G. BAHRKE
2039

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND EXACT COPY OF THE PLAT OF "HAYDEN ACRES - PHASE I"



CITY OF REDMOND
DESCHUTES COUNTY, OREGON

P.O. BOX 721
REDMOND, OREGON 97756
(541) 548-2148
FAX (541) 548-0706

AIRPORT 548-6059
COMMUNITY DEVELOPMENT 548-2149
BUILDING 923-8397
PUBLIC WORKS 548-6068

George Arthur
Hayden Enterprises, Inc.
2622 S.W. Glacier Pl., Suite 110
Redmond, OR 97756

August 15, 1996

Re: **Hayden Acres Subdivision, Phase 1, TP96-855**
Construction Cost Estimate/Performance Bond

George:

The cost estimate for the improvements required for **Hayden Acres Subdivision, Phase 1, TP96-855** is as follows and is based on the average unit cost for street, water & sewer line construction that the City has historically paid:

ITEM	QUANTITY	UNIT COST	TOTAL
1. NW Redwood Ave. & 7th St. - 36 ft. wide street w/curbs, sidewalks and storm drainage	1,530 LF	130.00/LF	\$ 198,900.00
2. NW 10th St. - 30 ft. wide ¾ partial street w/curbs & sidewalks on the east side and storm drainage	1,343 LF	100.00/LF	\$ 134,300.00
3. NW Spruce Ave. - 27 ft. wide ¾ partial street w/curbs & sidewalks on the south side and storm drainage	314 LF	88.50/LF	\$ 27,789.00
4. 10 inch Water Main	333 LF	45.00/LF	\$ 17,235.00
5. 8 inch Water Main	3,364 LF	40.00/LF	\$ 134,560.00
6. Fire Hydrants	6 EA	1,500.00/EA	\$ 9,000.00
7. Water Services w/ meter	25 EA	925.00/EA	\$ 23,125.00
8. 8 inch San. Sewer Main	2,474 LF	50.00/LF	\$ 123,700.00
9. Sewer Manholes	9 EA	1,500.00/EA	\$ 13,500.00
7. Sewer Services	28 EA	800.00/EA	\$ 22,400.00
SUB-TOTAL			\$704,509.00
Redmond Code 8 2245(2) + 20%			\$140,902.00
TOTAL			\$845,411.00

If there are any questions, please call at (541) 548-6068

Sincerely,

David Pilling
David Pilling, S Eng Tech
City of Redmond Public Works Dept.

cc Andy Osborn, Public Works Dept
Ron Fuchs, Community Development
Dave Reeves, Finance Dept.

422 - 2778

EXHIBIT C

Please be advised that the general contractor for Hayden Acres - Phase I will be "Hayden Enterprises, Inc." - CC# 92208 - expiration date 7/98. Hayden Enterprises, Inc. may have different and varying sub-contractors at times on the work site.

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PERKINS, COUNTY CLERK AND
RECORDER OF DEEDS, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY

96 SEP 15 PM 12:27

BY

NO

M. S. Perkins DEPUTY
96-3-10-14 REC 30-

DESCHUTES COUNTY OFFICIAL RECORDS