

VOL: 2000 PAGE: 46072
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-46072 * Vol-Page

Printed: 11/14/2000 08:44:40

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: Nov. 14, 2000; 8:44 a.m.

RECEIPT NO: 28489

DOCUMENT TYPE: License

FEE PAID: \$51.00

NUMBER OF PAGES: 5

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

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

LICENSE

THIS AGREEMENT is for improvements in Hayden View subdivision and is by and between **THE CITY OF REDMOND**, a Municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and Hayden Enterprises, the owners of said Subdivision, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, the Hayden Enterprises, is the owner of Hayden View, Phase 3, a subdivision which is more particularly described in **EXHIBIT "A"** attached hereto and incorporated by reference, in Redmond, Oregon; and

WHEREAS, the Owner of desires to record the final plat of Phase 3 of the subdivision; and

WHEREAS, the Owner has agreed to construct the improvements after the recordation of the final plat of Hayden View Phase 3 in accordance with the terms and conditions of this Agreement and with the Agreement by and between the City and the owners dated this same date; and

WHEREAS, the Owner has agreed to guarantee to the City that the improvements required by the City during the subdivision review shall be constructed; and

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 Hayden View Phase 3, 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 as described in **EXHIBIT "C"** attached.

SECTION THREE - SCHEDULE OF WORK

The improvements shall be completed on or before October 25, 2001, within 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 "B"** are not completed by October 25, 2001 and requested by the City that it shall pay to the City of Redmond upon demand sufficient sums to complete construction of the improvements. The costs are estimated to be \$886,464.00. 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.

PLEASE RETURN TO:
✓ CITY RECORDERS OFFICE
CITY OF REDMOND
PO BOX 726
REDMOND, OR 97756-0100

RECEIVED
OCT 3 2000
By NBF

2000-46072-2

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 30th day of Oct 2000, 2000.

OWNER/DEVELOPER:

Hayden Watson, CEO
Hayden Watson, CEO
Hayden Enterprises

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this 30th day of Oct 2000, 2000, the above-named Hayden Watson, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the partnership.

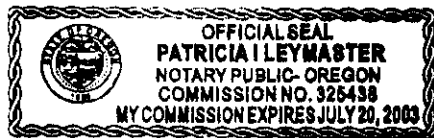
Vickie Takami
Notary Public for Oregon
My Commission Expires: 1/24/03

THE CITY OF REDMOND



By: *Joanne Sutherland*
Joanne Sutherland, Interim City Manager

SUBSCRIBED and SWORN to before me this 2nd day of November, 2000.



Patricia J. Leymaster
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 7-20-2003

Improvement security received by:
Wendy Atkins-CDD
(please print name, city department)

200-46072-3

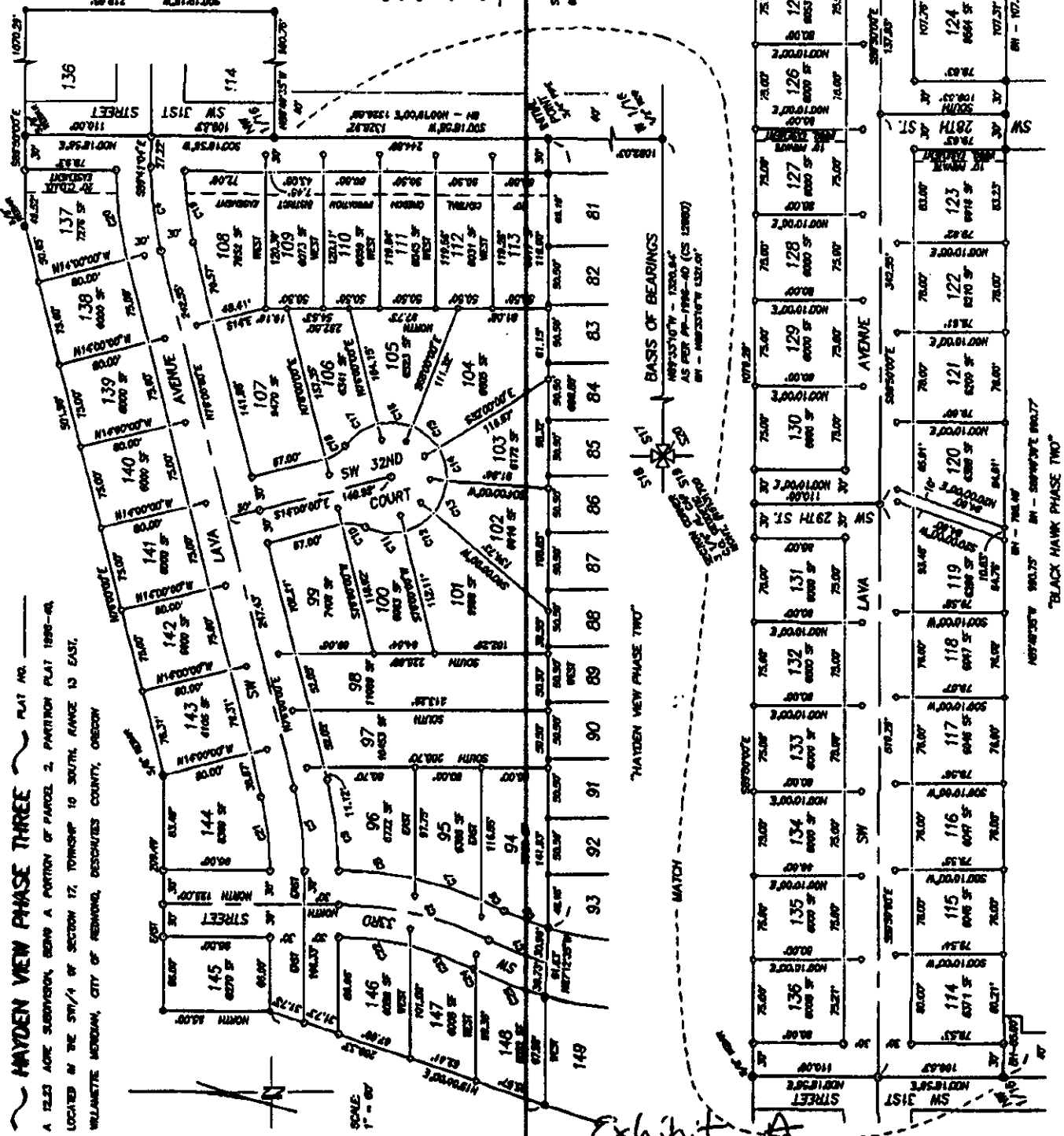
HAYDEN VIEW PHASE THREE PLAT NO. _____
 A 12.5 ACRE SUBDIVISION, BEING A PORTION OF PARCEL 2, PARTITION PLAT 1288-04,
 LOCATED IN THE SW 1/4 OF SECTION 17, TOWNSHIP 10 SOUTH, RANGE 13 EAST,
 WILAMETTE METROPOLITAN, CITY OF REMOND, DESCHUTES COUNTY, OREGON

CURVE DATA

C	RADIUS	LENGTH	AREA	CHORD
C1	300.00	56.17	2673.94	117.81
C2	300.00	56.17	2673.94	117.81
C3	300.00	56.17	2673.94	117.81
C4	300.00	56.17	2673.94	117.81
C5	300.00	56.17	2673.94	117.81
C6	300.00	56.17	2673.94	117.81
C7	300.00	56.17	2673.94	117.81
C8	300.00	56.17	2673.94	117.81
C9	300.00	56.17	2673.94	117.81
C10	300.00	56.17	2673.94	117.81
C11	300.00	56.17	2673.94	117.81
C12	300.00	56.17	2673.94	117.81
C13	300.00	56.17	2673.94	117.81
C14	300.00	56.17	2673.94	117.81
C15	300.00	56.17	2673.94	117.81
C16	300.00	56.17	2673.94	117.81
C17	300.00	56.17	2673.94	117.81
C18	300.00	56.17	2673.94	117.81
C19	300.00	56.17	2673.94	117.81
C20	300.00	56.17	2673.94	117.81
C21	300.00	56.17	2673.94	117.81
C22	300.00	56.17	2673.94	117.81
C23	300.00	56.17	2673.94	117.81
C24	300.00	56.17	2673.94	117.81
C25	300.00	56.17	2673.94	117.81

- LEGEND**
- FOUND 3/4" PIPE, UNLESS SHOWN OTHERWISE
 - FOUND 1/2" PIPE
 - SET 3/4" PIPE WITH PLASTIC CAP MARKED "TONEY & ASSOC."
 - SET 1/2" PIPE WITH PLASTIC CAP MARKED "TONEY & ASSOC."
 - SET 1/2" PIPE WITH PLASTIC CAP MARKED "TONEY & ASSOC." 15.00' FROM PROPERTY CORNER ON THE PROLONGATION OF THE LOT LINE
 - NOT MONUMENTED
 - SF - SQUARE FEET
 - BN - RECORD MEASUREMENT AS FOR THE PLAT OF "BLACK HAWK PHASE TWO" (CS 12887)

EASEMENTS
 ALL LOTS SUBJECT TO A PUBLIC UTILITY EASEMENT, 10 FEET IN WIDTH, ADJACENT TO ALL STREETS.
 ALL LOTS SUBJECT TO A THREE FOOT WIDE PRIVATE UTILITY EASEMENT, 10 FEET IN WIDTH, ADJACENT TO ALL STREETS.
 ADDRESS IN THE EAST AND A SURFACE WATER DRAINAGE PROBLEM BETWEEN NEIGHBORS EXISTS.



REGISTERED PROFESSIONAL LAND SURVEYOR
 S/M/R/O
 COREY CONN
 JULY 14, 2010
 WILLIAM C. SHAWNEE
 JUNE 2008
 EXPIRES DATE 12/31/10

I HEREBY CERTIFY THIS PLAT TO BE A TRUE AND EXACT COPY OF A "HAYDEN VIEW PHASE THREE"

WILLIAM C. SHAWNEE
 L.S. 2008

Exhibit A

2000-46072-4



CITY OF REDMOND
DESCHUTES COUNTY, OREGON

Location Address - 716 SW EVERGREEN
Mailing Address - P.O. BOX 726
REDMOND, OR 97756-0100
(541) 923-7710

AIRPORT 504-3495
COMMUNITY DEVELOPMENT 923-7721
PUBLIC WORKS 504-2000

June 8, 2000

Wendy Akins
Community Development Dept.
City of Redmond
P.O. Box 726
Redmond, OR 97756

Re: **Hayden View Subdivision Phase 3, SUB96-04**
Public Improvement Construction Cost Estimate

The cost estimate for the required public improvements in Phase 3 is as follows:

ITEM	QUANTITY	UNIT COST	TOTAL
1. SW 28 th St., 29 th St., 31 st St. 32 nd Ct., 33 rd St. & Lava Ave. - 36 ft. local street w/curbs, sidewalks and storm drainage	2711 LF	130.00/LF	\$352,430.00
2. SW 31 st St. - 3/4 partial local street w/curbs & sidewalks on the south side and storm drainage	230 LF	90.00/LF	\$20,700.00
STREET Sub-Total			\$373,130.00
3. 12 inch Water Main	223 LF	50.00/LF	\$11,150.00
4. 8 inch Water Main	2530 LF	40.00/LF	\$101,200.00
5. Fire Hydrants	10 EA	1,500.00/EA	\$15,000.00
6. Water Services w/ meter	54 EA	1,000.00/EA	\$54,000.00
WATER Sub-Total			\$181,350.00
7. 10 inch San. Sewer Main	1108 LF	55.00/LF	\$60,940.00
8. 8 inch San. Sewer Main	1126 LF	50.00/LF	\$56,300.00
9. Sewer Manholes	8 EA	1,500.00/EA	\$12,000.00
10. Sewer Services	55 EA	1,000.00/EA	\$55,000.00
SEWER Sub-Total			\$184,240.00
SUB-TOTAL			\$738,720.00
Redmond Code 8.2245(2) + 20%			\$147,744.00
TOTAL			\$886,464.00

If there are any questions, please call at (541) 504-2013.

Sincerely,


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

cc: Jeff England, P.E., City Engineer

Exhibit B

2000-46072-5



HAYDEN

H O M E S

October 25, 2000

City of Redmond
P.O. Box 726
Redmond, OR 97756

To Whom It May Concern:

The following subcontractors will be used for the construction of Hayden View Phase 3.
Please feel free to contact us if you have any questions or concerns.

Del Barber Construction 541-388-8230
PO Box 6554
Bend, OR 97708

Quest Communications 800-860-1020
PO Box 85660
Louisville, KY 40285

Pacific Power & Light 888-221-7070
1033 NE 6th Ave
Portland, OR 97256

Deschutes Ready Mix 541-312-8936
2975 Skyline Ranch Rd
Bend, OR 97701

Vannevel Scott Concrete 541-923-7343
1720 F Ave
Terrebone, OR 97760

Sincerely,

Michael Newell
Hayden Homes