

**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 ROBERT WATSON, the owner of HAYDEN VILLAGE, hereinafter referred to as "OWNER".

**W I T N E S S E T H :**

WHEREAS, ROBERT WATSON is the owner/developer of HAYDEN VILLAGE, a subdivision located at Obsidian and 31st Street, in Redmond, Oregon; and

WHEREAS, the owner/developer of HAYDEN VILLAGE desires to record the final plat of PHASE IV of the subdivision; and

WHEREAS, the owners and developers have agreed to construct the improvements after the recordation of the final plat of PHASE IV 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, OWNER has agreed to guarantee to the CITY that the improvements required by the CITY during the subdivision review shall be constructed; and

WHEREAS, as the condition of proceeding with the recordation of the final plat of PHASE IV prior to completion of the improvements, the OWNER has agreed to the recordation of this Agreement prohibiting the sales of lots in PHASE IV of the HAYDEN VILLAGE SUBDIVISION until the improvements have been completed 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 PHASE IV of HAYDEN VILLAGE which is more particularly described in EXHIBIT "A" attached hereto and incorporated by reference.

**SECTION TWO - PROHIBITION OF SALES**

In consideration for the recordation of the final plat prior to the completion of improvements required by the CITY, OWNER hereby agrees not to sell any lots in PHASE IV of HAYDEN VILLAGE prior to the time that the improvements are completed and accepted by the CITY OF REDMOND. Those improvements shall include all public improvements for PHASE IV as required under subdivision approval dated March 4, 1992, a copy of which is attached as EXHIBIT "B" and incorporated by reference herein.

**SECTION THREE - CONSTRUCTION OF IMPROVEMENTS**

OWNER agrees to construct the streets, sewer, water, curbing and sidewalks in accordance with the CITY standards as required for the <sup>first</sup> ~~second~~ phase of HAYDEN VILLAGE. The public improvements to be constructed are more particularly described in EXHIBIT "A" which is attached hereto and incorporated by reference herein.

**SECTION FOUR - SCHEDULE OF WORK**

OWNER agrees to complete the improvements on or before any occupancy permits will be issued or September 1, 1993, whichever is first in time. 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. It is understood and acknowledged by and between the parties that if there are adverse weather conditions not reasonably anticipatory, the scheduled completion date for the improvements may be extended. Such extensions shall be mutually agreed to by and between OWNER and the CITY.

**SECTION FIVE - COSTS**

OWNER hereby agrees that if the improvements described in EXHIBIT "B" are not completed and requested by the CITY that he shall pay to the City of Redmond upon demand sufficient sums to complete construction of the improvements. 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 SIX - 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 SEVEN - 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 EIGHT - 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 NINE - 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 17th day of August, 1992.

THE CITY OF REDMOND

OWNER

By

Robert C. Riggs  
ROBERT C. RIGGS, Mayor

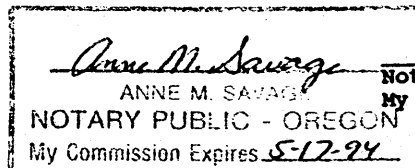
Robert Watson  
ROBERT WATSON

STATE OF OREGON )

) ss.

County of Deschutes )

Personally appeared before me this 17th day of August, 1992, the above-named ROBERT WATSON and acknowledged the foregoing instrument to be his voluntary act and deed.



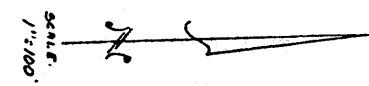
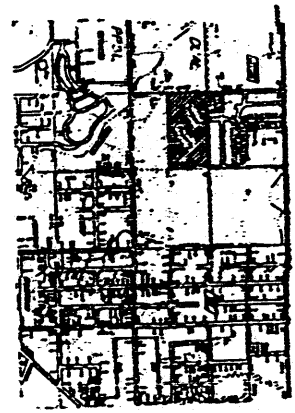
Anne M. Savage  
Notary Public for Oregon  
My Commission Expires: 5-17-94

Exhibit **A**

214 - 0984

THE SUBDIVISION PLAN OF  
HARDEN VILLAGE PHASES II AND III  
LOCATED IN THE NW 1/4 OF SECTION 12,  
T 15 S, R 13 E, N 4, CITY OF REDMOND,  
DESCHUTES COUNTY, OREGON

VICINITY MAP



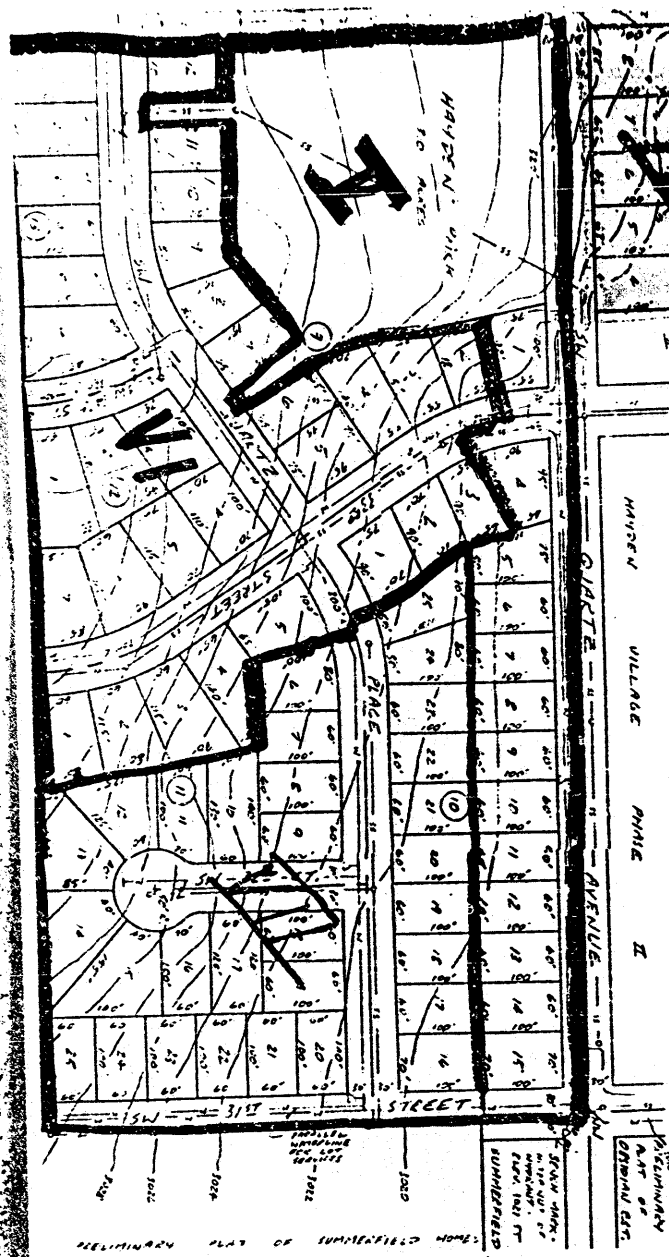
OWNER: BOB WATSON  
SURVEYOR: BOVEY AND ASSOC  
THE LOT: 15-13-208-205 & 304  
BOOK: 1-4  
DATE: JANUARY, 1972  
LOTS: 15-13-208-205 & 304  
SERVICES: GENERAL UTILITY - CITY OF REDMOND  
POWER - PUGL  
TELEPHONE - U.S. WEST  
GAS - CHICAGO NATURAL GAS  
SCHOOLS - REDMOND DISTRICT 2-1  
IRRIGATION - C.D. 10 (NOTE ALL  
WATER RIGHTS, IE ARI, ARE  
TO BE TRANSFERRED CEE)

LEGEND

- SS - PROPOSED SANITARY SEWER
- W - PROPOSED WATERLINE
- - PROPOSED MANHOLE
- Δ - PROPOSED FIRE HYDRANT

GENERAL NOTES

- ALL ROADWAYS SHOWN ARE  
OR WILL BE DESIGNATED TO THE  
PUBLIC, AND SUBJECT TO CITY  
STANDARDS
- NO DEED RESERVE TO BE  
PROPOSED
- CONSTRUCTION TO BE IN ACCORDANCE  
WITH THE CITY OF REDMOND  
- EXISTING MANUFACTURED HOME  
LOCATED IN BLOCK 7 TO BE  
RELOCATED ON LOTS 8 & 9 & 17



274 - 0985

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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:

92 AUG 24 PM 4: 24

MARY SUE PENHOLLOW  
COUNTY CLERK

BY. *J. Waller* DEPUTY

NO. 92-27895 FEE 20.00  
DESCHUTES COUNTY OFFICIAL RECORDS