

## 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 ENTERPRISES, INC., the owner of HAYDEN VILLAGE, hereinafter referred to as "OWNER".

## WITNESSETH:

WHEREAS, HAYDEN VILLAGE ENTERPRISES is the owner/developer of HAYDEN VILLAGE, a subdivision located at Quartz Place and 31st Street in Redmond, Oregon; and

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

WHEREAS, the owner has agreed to construct the improvements after the recordation of the final plat of PHASE V 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, the OWNER has agreed to the recordation of this Agreement prohibiting the sales of lots in PHASE V 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 V 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 V of HAYDEN VILLAGE and acknowledges that occupancy permits will not be issued 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 V 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 fifth 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 August 1, 1993. 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 30<sup>th</sup> day of March, 1993.

THE CITY OF REDMOND

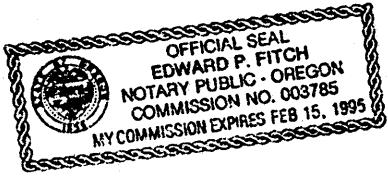
HAYDEN ENTERPRISES, INC.

By *Robert C. Riggs*  
ROBERT C. RIGGS, Mayor

By *Robert Watson*  
ROBERT WATSON, Secretary/Treasurer

STATE OF OREGON )  
County of Deschutes ) ss.

Personally appeared before me this 17 day of March, 1993, the above-named ROBERT WATSON and acknowledged the foregoing instrument to be his voluntary act and deed as Secretary/Treasurer of HAYDEN ENTERPRISES, INC.



*Edward P. Fitch*  
Notary Public for Oregon  
My Commission Expires: 2-15-95

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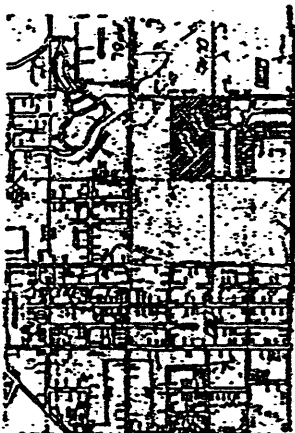
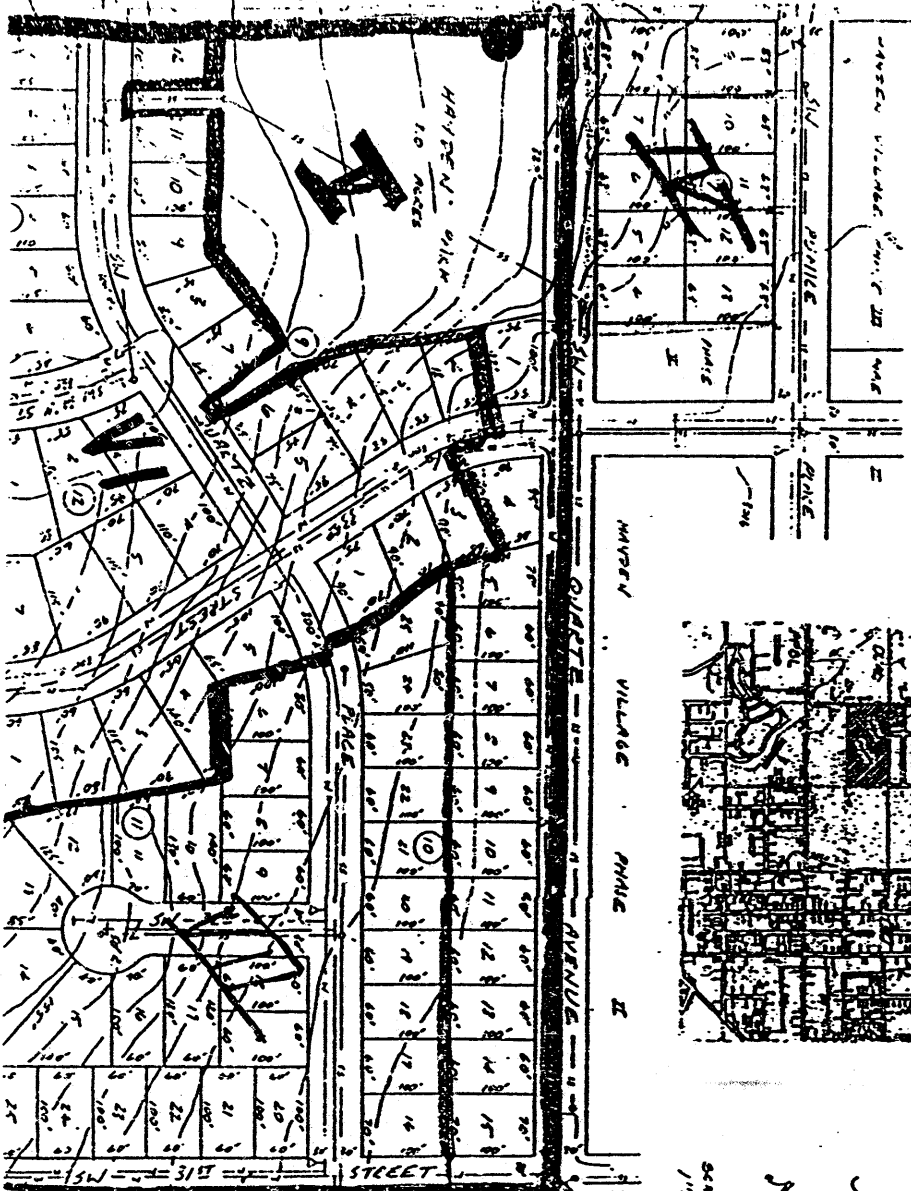
Exhibit

A

294 - 1945

THE SUBDIVISION PLAN OF HAYDEN VILLAGE PHASES II thru VII

A 22.4 ACRE SUBDIVISION  
LOCATED IN THE W 1/4 OF SECTION 10,  
T. 15 S., R. 13 E. N. M., CITY OF REDMOND,  
DESCHUTES COUNTY, OREGON



VICINITY MAP

SCALE:  
1" = 100'



OWNER: BOB WATSON  
 SURVEYED FOR BY AND ASSOC.  
 THE DATE: 10-13-2008-2051 20Y  
 BOOK:  
 PAGE:  
 LOTS:  
 SERVICES: SEWER, WATER, GAS, CITY OF REDMOND  
 POWER - PUGL,  
 TELEPHONE - U.S. WEST  
 GAS - CASCADE NATURAL GAS  
 SCHOOLS - REDMOND DISTRICT 2-1  
 IRRIGATION - C.O.W.D (NOTE ALL  
 WATER RIGHTS, 10 A.M., ARE  
 TO BE TRANSFERRED OFF)

LEGEND

- SS - PROPOSED SHADY FENCE
- N - PROPOSED WATERLINE
- W - PROPOSED WATERLINE
- A - PROPOSED SIDE WALKWAY

GENERAL NOTES

- ALL ROADWAYS SHOWN ARE ON WILL BE DEDICATED TO THE PUBLIC, AND IMPROVED TO CITY STANDARDS
- NO DEED RESTRICTIONS ARE PROPOSED
- CONSTRUCTION TO BE IN ACCORDANCE WITH APPROVAL OF TENTATIVE PLANS
- EXISTING MANUFACTURED HOME LOCATED IN BLOCK 7 TO BE RELOCATED ON LOTS 8 & 9 B.L.7

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STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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

93 APR -5 AM 10:26

MARY SUE PENNOLLOV  
COUNTY CLERK

BY. J. Waller DEPUTY

NO. 93-10319 FEE 20.00

DESCHUTES COUNTY OFFICIAL RECORDS