

VOL: 2000 PAGE: 25959
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-25959 * Vol-Page

Printed: 06/30/2000 09:48:50

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: Jun. 30, 2000; 8:51 a.m.

RECEIPT NO: 22733

DOCUMENT TYPE: License

FEE PAID: \$61.00

NUMBER OF PAGES: 7

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

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2000-25959-1

LICENSE
(ORS 093.710 (1))

(Relating to realty, connection to and use of City of Bend public facilities; obligation to develop facilities; obligation to maintain facilities and covenant running with the land.)

This recording cover sheet has been prepared by the person presenting the attached instrument for recording (ORS 205.234). Any errors in this cover sheet do not affect the transactions contained within the document.

Deschutes County Filing Index - DEEDS

DATE: JULY 3, 2000

PARTIES: City of Bend

DEVELOPER (S)

OWNER(S)

USER (S)
Blue Sky Development Inc.

uw Return to City of Bend
PO Box 431
Bend, OR 97709

2000-25959-2

PUBLIC FACILITIES IMPROVEMENT AGREEMENT**APPLICABLE PUBLIC FACILITY IMPROVEMENTS:**

STREET SEWER WATER MASTER PLAN OTHER

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and **BLUE SKY DEVELOPMENT, INC.**, 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.

Heights of Bend, Phase 6
 Blue Sky Development, Inc.
 PZ 96-117
 Page 1 of 6
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Return to:
 City of Bend
 Development Services
 P.O. Box 431
 Bend, OR 97703

2000-25959-3

- 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 Exhibit "B" 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.

2000-25959-4

- 3.7 The total amount due and payable upon signing this agreement is listed on Exhibit "C".

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 Exhibit "B" and 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 will be included on Exhibit "B", 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 Development Agreement, including additional conditions for public facility improvements not mentioned above.

2000-25959-5

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.

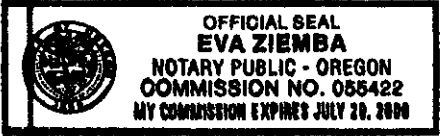
SYSTEMS DEVELOPMENT FEE REIMBURSEMENT

USER understands and acknowledges if master plan facilities, as defined and approved by the City Engineer, are constructed and approved by the City, USER has the potential for a system development charge reimbursement entitlement pursuant to City policy, rules and regulations.

DATED this 6th day of April, 2000.

USER

BY: [Signature]
Blue Sky Development, Inc.



STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on April 6, 2000
by Fox Marvin, president of Blue Sky Dev. Inc.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7/29/2000

CITY

[Signature]
DEVELOPMENT SERVICES

2000-25959-6

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land located in the southwest one-quarter, northwest one-quarter (SW1/4, NW1/4), the northeast one-quarter, southwest one-quarter (NE1/4, SW1/4) and the northwest one-quarter, southwest one-quarter (NW1/4, SW1/4) of Section 29, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the easterly corner of Lot 79, "Heights of Bend - Phase V", as recorded in the Deschutes County surveyor's office as CS13724; thence along the east boundary of said "Heights of Bend - Phase V" the following two (2) courses: North 47°20'42" West, 240.00 feet; thence North 04°18'27" West, 208.90 feet to the boundary of "Awbrey Road, Phase One", as recorded in the Deschutes County surveyor's office as CS13537; thence leaving said east boundary and along the boundary of said "Awbrey Road, Phase One" the following six (6) courses: North 90°00'00" East, 130.81 feet; thence along the arc of a non-tangent 626.71 foot radius curve to the left, through a central angle of 07°44'51", an arc length of 84.74 feet, (the chord of which bears North 79°06'55" East, 84.68 feet) to a point of non-tangency; thence South 30°34'25" East, 129.99 feet; thence South 47°20'43" East, 646.48 feet; thence along the arc of a 100.00 foot radius curve to the right, through a central angle of 47°38'23", an arc length of 83.15 feet, (the chord of which bears South 23°31'32" East, 80.77 feet); thence South 00°17'40" West, 157.99 feet to the northeast corner of "Greyhawk" as recorded in the Deschutes County surveyor's office as CS12664; thence leaving the boundary of said "Awbrey Road - Phase One", and along the north boundary of said "Greyhawk", North 89°52'59" East, 330.00 feet to the east boundary of said "Heights of Bend - Phase IV", as recorded in the Deschutes County surveyor's office as CS13690; thence along said boundary of "Heights of Bend - Phase IV", the following four (4) courses: North 00°18'14" East, 194.45 feet; thence North 89°44'19" West, 55.56 feet; thence North 45°56'45" West, 128.84 feet; thence North 47°20'42" West, 160.00 feet to the point of beginning.

2000-25959-7

EXHIBIT "C"

Engineering Fees

Water plan review submittal \$275.00	\$ 275.00
Water line fee <u>995</u> lf x \$1.10/ft	\$1094.50
Fire service/hydrant fee <u>2</u> x \$165.00 per service/hydrant	\$ 330.00
Water service tap inspection	\$ 50.00
Sewer plan review submittal \$275.00	\$ 275.00
Sewer line inspection fee <u>967</u> lf x \$1.10/ft	\$1063.70
Manhole fee, # of manholes <u>5</u> x \$55.00/manhole	\$ 275.00
Sewer tap inspection	\$ 50.00
Street review submittal	\$ 275.00
Street fee <u>1326</u> lf x \$1.10/ft	\$1458.60

Final Plat Fees

Submittal fee \$275.00 + <u>23</u> lots x \$30.00/lot =	\$ 965.00
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MISCELLANEOUS

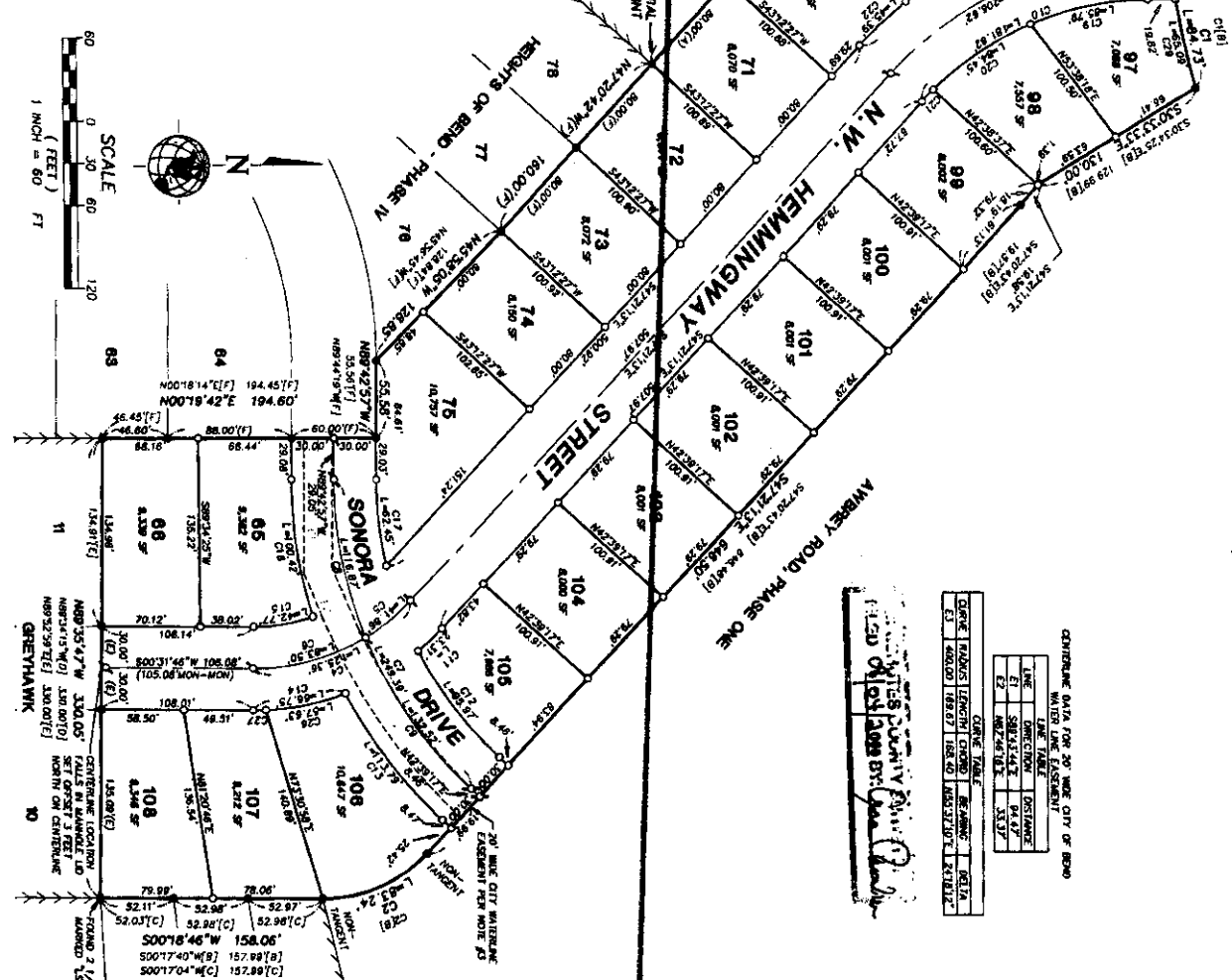
Agreement processing fee	\$ 230.00
Recording fee	\$ 65.00

DATE PAID 4/7/00 RECEIPT # 16383 TOTAL DUE \$6,406.80

HEIGHTS OF BEND - PHASE VI

LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON
JUNE, 2000

CORNER	HORIZONTAL DISTANCE	BEARING	AREA
C1	100.00	S 89° 59' 27" E	100.00
C2	100.00	S 89° 59' 27" E	100.00
C3	100.00	S 89° 59' 27" E	100.00
C4	100.00	S 89° 59' 27" E	100.00
C5	100.00	S 89° 59' 27" E	100.00
C6	100.00	S 89° 59' 27" E	100.00
C7	100.00	S 89° 59' 27" E	100.00
C8	100.00	S 89° 59' 27" E	100.00
C9	100.00	S 89° 59' 27" E	100.00
C10	100.00	S 89° 59' 27" E	100.00
C11	100.00	S 89° 59' 27" E	100.00
C12	100.00	S 89° 59' 27" E	100.00
C13	100.00	S 89° 59' 27" E	100.00
C14	100.00	S 89° 59' 27" E	100.00
C15	100.00	S 89° 59' 27" E	100.00
C16	100.00	S 89° 59' 27" E	100.00
C17	100.00	S 89° 59' 27" E	100.00
C18	100.00	S 89° 59' 27" E	100.00
C19	100.00	S 89° 59' 27" E	100.00
C20	100.00	S 89° 59' 27" E	100.00
C21	100.00	S 89° 59' 27" E	100.00
C22	100.00	S 89° 59' 27" E	100.00
C23	100.00	S 89° 59' 27" E	100.00
C24	100.00	S 89° 59' 27" E	100.00
C25	100.00	S 89° 59' 27" E	100.00
C26	100.00	S 89° 59' 27" E	100.00
C27	100.00	S 89° 59' 27" E	100.00
C28	100.00	S 89° 59' 27" E	100.00
C29	100.00	S 89° 59' 27" E	100.00
C30	100.00	S 89° 59' 27" E	100.00



CENTRIFUGAL DATA FOR 20' WIDE CITY OF BEND WATER LINE EASEMENT

LINE	DIRECTION	DISTANCE
E1	S 89° 59' 27" E	100.00
E2	S 89° 59' 27" E	100.00
E3	S 89° 59' 27" E	100.00

FILED IN DESCHUTES COUNTY CLERK'S OFFICE BY [Signature]

- NOTES**
- THE LOTS WITHIN THIS PLAT HAVE NO WATER RIGHTS. WATER SERVICE WILL BE PROVIDED BY THE CITY OF BEND.
 - ALL LOTS ARE SUBJECT TO THE CITY OF BEND SOLAR ORDINANCE.
 - WATER EASEMENT DEED TO THE CITY OF BEND AS RECORDED IN VOLUME 337 SUBDIVISION MAP.
- REFERENCES**
- HEIGHTS OF BEND - PHASE V, BY MAH PACIFIC, DESCHUTES COUNTY SIMONSON'S FILE CS 12134.
 - AWBREY ROAD, PHASE ONE, BY MAH PACIFIC, DESCHUTES COUNTY SIMONSON'S FILE CS 12135.
 - PALMER ADDITION TO AWBREY ROAD, BY MAH PACIFIC, DESCHUTES COUNTY SIMONSON'S FILE CS 12136.
 - RESOURCES COUNTY SIMONSON'S FILE CS 12172.
 - DESCHUTES COUNTY SIMONSON'S FILE CS 12172.
 - ORSHAWK, BY THE ENGINEERING AND SURVEYING DESCHUTES COUNTY SIMONSON'S FILE CS 12664.
 - HEIGHTS OF BEND - PHASE IV, BY MAH PACIFIC, DESCHUTES COUNTY SIMONSON'S FILE CS 12660.

LOT SUMMARY

ROADWAYS	71,442 sq. ft., 1.61 acres
LOTS	184,044 sq. ft., 4.23 acres
TOTAL PLAT	255,486 sq. ft., 5.89 acres

- LEGEND**
- SET 5/8" DIA. REBAR WITH YELLOW PLASTIC CAP
 - MARKED "MAH PACIFIC"
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "MAH PACIFIC"
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "MAH PACIFIC"
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "MAH PACIFIC"
 - () MEASURED & RECORD INFORMATION PER CITED REFERENCE
 - () RECORD INFORMATION PER CITED REFERENCE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE PLAT FILED IN THE COUNTY CLERK'S OFFICE.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRIAN W. REEVES
JULY 19, 1994
SERIAL DATE: 12-31-00

STREET 2 OF 2

MAH PACIFIC
1400 N. W. 10TH ST.
BEND, OREGON 97701
PHONE: (503) 338-8888
FAX: (503) 338-8888

CS11136