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\$35.00 \$11.00 \$10.00 \$5.00

n/a

**LICENSE**

**APPLICABLE PUBLIC FACILITY IMPROVEMENTS:**

✓ **STREET** ✓ **SEWER** ✓ **WATER**  **MASTER PLAN**  **OTHER**

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and Clyde W. and Mary Lou Purcell, 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.

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

3.8 USER hereby grants CITY a license to enter and remain on USER's property for the purpose of inspecting public facility improvements constructed pursuant to this Agreement, including, but not limited to, any water lines, meters, backflow prevention devices, sewer lines, streets, test cocks and other facilities.

### **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/or Development Agreement, including additional conditions for public facility improvements not mentioned above.

**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 by the applicant and approved by the City, USER has the potential for a system development charge reimbursement entitlement pursuant to City policy, rules, regulations and the Master Plan Facility Reimbursement Agreement.

DATED this 27 day of March, 2002.

**USER**

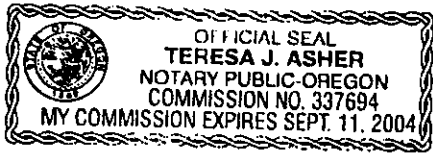
BY: *Clyde W. Purcell*  
Clyde W. Purcell

STATE OF OREGON       )  
  )ss  
County of Deschutes    )

This instrument was acknowledged before me on 3-27-2002

by *Clyde W. Purcell*  
Clyde W. Purcell

*Teresa Asher*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9/11/04



USER

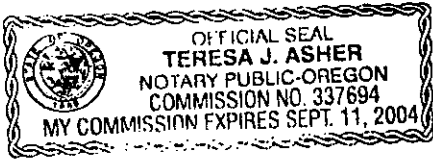
BY:

Mary Lou Purcell  
Mary Lou Purcell

STATE OF OREGON )  
 )ss  
County of Deschutes )

This instrument was acknowledged before me on March 27, 2002

by Mary Lou Purcell  
Mary Lou Purcell



Teresa Asher  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9/11/04

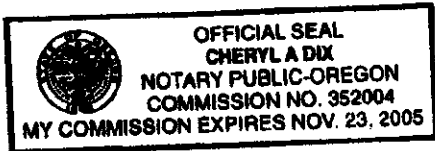
CITY

STATE OF OREGON )  
 )ss  
County of Deschutes )

Deb Walker  
Community Development

This instrument was acknowledged before me on April 4, 2002

by Deb Walker



Cheryl A. Dix  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11/23/05

**HOLLIDAY PARK THIRD ADDITION  
PHASE I BOUNDARY LEGAL DESCRIPTION**

**EXHIBIT "A"**

A parcel of land containing 3.72 acres, more or less, located in a portion of the Southwest One-quarter of the Northeast One-quarter (SW1/4 NE1/4) of Section 27, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a 3" diameter brass cap on a 2 1/2" diameter iron pipe marking the Northeast One-sixteenth corner of said Section 27, this point also being the southeast corner of the plat of Aspen Heights, Phase IV as recorded on April 19, 1993 in plat cabinet C, page 763 in the office of the Deschutes County Clerk; thence along the south boundary of said Aspen Heights, Phase IV South 89°36'52" West a distance of 231.85 feet to 5/8" diameter iron rod with a yellow plastic cap marked '2257 PLS' marking the southwest corner of said Aspen Heights, Phase IV, this point also being the southeast corner of Lot 1 of Block 3 of Aspen Heights, Phase I as recorded on September 25, 1990 in plat cabinet C, page 473 in the office of the Deschutes County Clerk; thence leaving south boundary of said Aspen Heights, Phase IV and along the south boundary of said Lot 1 South 89°36'52" West a distance of 2.16 feet to the True Point of Beginning; thence continuing along the south boundary of said Lot 1 South 89°36'52" West a distance of 82.61 feet to a 5/8" diameter iron rod with a yellow plastic cap marked 'CWEC' being the southwest corner of said Lot 1, this point also being the southeast corner of Tamarack Park as recorded on September 15, 1978 in plat cabinet B, page 531 in the office of the Deschutes County Clerk; thence along the south boundary of said Tamarack Park South 89°36'52" West a distance of 469.49 feet to the northeast corner of Lot 1 of Block 4 of Holliday Park as recorded on May 3, 1974 in plat cabinet B, page 55 in the office of the Deschutes County Clerk; thence leaving the south boundary of said Tamarack Park and along the easterly boundary of said Holliday Park South 28°21'18" West a distance of 285.00 feet to the northernmost corner of Lot 4 of Block 3 of Holliday Park, Second Addition as recorded on April 8, 1991 in plat cabinet C, page 530 in the office of the Deschutes County Clerk; thence leaving the easterly boundary of said Holliday Park and along the north boundary of said Holliday Park, Second Addition the following three (3) courses:

South 50°01'36" East a distance of 113.02 feet;  
South 64°46'03" East a distance of 60.00 feet;  
South 53°47'55" East a distance of 142.17 feet to a 5/8" diameter iron rod with a yellow plastic cap marking the easternmost corner of Lot 1 of Block 4 of said Holliday Park, Second Addition;

thence leaving the north boundary of said Holliday Park, Second Addition North 26°50'03" East a distance of 42.17 feet; thence North 07°12'18" East a distance of 70.80 feet; thence North 04°55'51" West a distance of 62.48 feet; thence North 17°56'27" East a distance of 65.71 feet; thence South 88°32'40" East a distance of 250.35 feet; thence North 67°38'46" East a distance of 9.14 feet; thence North 57°49'51" East a distance of 82.20 feet; thence North 72°47'32" East a distance of 55.78 feet; thence North 36°51'53" East a distance 55.49 feet; thence North 30°45'56" West a distance of 33.41 feet; thence North 06°46'47" West a distance of 74.06 feet to the True Point of Beginning, the terminus of this description.

**Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.**

EXHIBIT "C"

**Engineering Fees**

Grading drainage review submittal \$650.00 \$ 650.00  
Storm sewer piping fee 160 lf x \$2.00/ft \$ 320.00  
Drywell, # of drywells 4 x \$250.00 per drywell \$1000.00

Water plan review submittal \$650.00 \$ 650.00  
Water line fee 1080 lf x \$2.00/ft \$2160.00  
Fire service/hydrant fee 3 x \$250.00 per service/hydrant \$ 750.00

Sewer plan review submittal \$650.00 \$ 650.00  
Sewer line fee 733 lf x \$2.00/ft \$1466.00  
Manhole fee, # of manholes 5 x \$250.00/manhole \$1250.00

Street review submittal \$650.00 \$ 650.00  
Street fee 875 lf x \$3.00/ft \$2625.00

**Inspections**

Submittal fee \$500.00 \$ 500.00

**Final Plat Fees**

Submittal fee \$275.00 +20 lots x \$30.00/lot = \$ 875.00

**Miscellaneous**

Agreement processing fee \$ 238.00

Recording fee \$ 80.00

**TOTAL DUE \$13,864.00**

DATE PAID 3-27-02 RECEIPT # 125658 HTE #02-1095

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