

SIDEWALK AGREEMENT

THIS AGREEMENT is for sidewalk improvements in and for Juniper Hills Subdivision phase II (city file no. SUB 03-08), is by and between **THE CITY OF REDMOND**, a Municipal corporation of the State of Oregon, hereinafter referred to as "**CITY**", and Kimberly Mountain Development, LLC (Robert Duncan), Owner of said subdivision, hereinafter referred to as "**OWNER**".

WITNESSETH:

WHEREAS, Robert Duncan is the Owner of Juniper Hills Subdivision phase II (city file no. SUB 03-08), which is more particularly described in "**Exhibit A**" which is attached hereto; and

WHEREAS, the Owner of Juniper Hills Subdivision desires to record the final plat for phase II of the said subdivision; and

WHEREAS, the Owner has agreed to construct the sidewalk improvements after the recordation of the final plat of Juniper Hills Subdivision in accordance with the terms and conditions of this Agreement and with the Agreement by and between the City and the Owner dated this same date; and

WHEREAS, the Owner has agreed to guarantee to the City that the sidewalk 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 Juniper Hills Subdivision phase II, which is more particularly described in "**Exhibit A**" attached hereto.

SECTION TWO - CONSTRUCTION OF IMPROVEMENTS

The sidewalk improvements to be constructed are as stated in "**Exhibit B**" which is attached hereto.

SECTION THREE - SCHEDULE OF WORK

The improvements described within "**Exhibit B**" shall be completed on or before October 1, 2007. 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 sidewalk improvements described herein are not completed by October 1, 2007 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 as shown within the cost estimate attached as "**Exhibit B**" attached. 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.

**DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK**

2006-66462



\$51.00

00488783200600664620050053

10/02/2006 02:09:02 PM

**D-IPPS Cnt=1 Stn=3 PG
\$25.00 \$11.00 \$10.00 \$5.00**

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.

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.

THIS AGREEMENT has been executed this 23 day of Sept, 2005.

OWNER/DEVELOPER:

Robert Duncan
Robert Duncan, President
Kimberly Mountain Development, LLC

9/23/05
Date

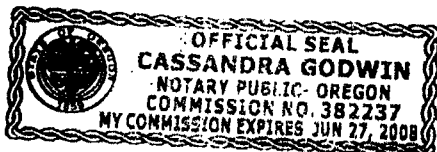
STATE OF OREGON)
) ss.
County of Deschutes)

On Sept 23, 2005, Robert Duncan personally appeared before me,

R who is personally known to me

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____, a credible witness to be the signer of the above document, and he/she acknowledged that he/she signed it.



Cassandra Godwin
Notary Public for Oregon
My Commission Expires: June 27, 2008

CITY OF REDMOND:

Eric J. Porter

Eric J. Porter, Associate Planner

STATE OF OREGON)
) ss.
County of Deschutes)

On November 10, 2005, Eric J. Porter personally appeared before me,

X who is personally known to me

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____, a credible witness to be the signer of the above document, and he/she acknowledged that he/she signed it.

Tina Maxwell

Notary Public for Oregon

My Commission Expires: 8-11-09



EXHIBIT A

A parcel of land containing 4.71 acres, more or less, located in a portion of the East One-half of the Northwest One-quarter of the Southwest One-quarter of the Northeast One-quarter (E1/2 NW1/4 SW1/4 NE1/4) of Section 19, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a the northeast corner of the plat of "Juniper Hill, Phase 1" (unrecorded as of this date), being a point on the east boundary of said E1/2 NW1/4 SW1/4 NE1/4; thence leaving said east boundary and along the north boundary of said plat the following two (2) courses and two (2) curves:

North 89°32'46" West a distance of 226.04 feet;
55.28 feet along the arc of a tangent curve to the left with a radius of 280.00 feet, the chord of which bears South 84°47'51" West for a distance of 55.19 feet;
43.54 feet along the arc of a reverse curve to the right with a radius of 220.00 feet, the chord of which bears South 84°48'39" West for a distance of 43.47 feet;
North 89°31'10" West a distance of 1.42 feet to a point on the west boundary of said E1/2 NW1/4 SW1/4 NE1/4;

Thence leaving said plat boundary and along said west boundary North 00°42'37" West a distance of 637.90 feet to the northeast corner of "Partition Plat No. 2001-47" as recorded November 7, 2001 in partition plat cabinet 2, page 207 in the office of the Deschutes County Clerk, being a point on the north boundary of said E1/2 NW1/4 SW1/4 NE1/4; thence along the north boundary of said E1/2 NW1/4 SW1/4 NE1/4 South 89°24'22" East a distance of 326.87 feet to the northeast corner of said E1/2 NW1/4 SW1/4 NE1/4; thence along the west boundary of said E1/2 NW1/4 SW1/4 NE1/4 South 00°37'08" East a distance of 627.37 feet to the 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.

June 3, 2005

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CITY OF REDMOND
Engineering Department

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MEMO

TO: ERIC PORTER, *Associate Planner*
Community Development Dept.
Planning Division

FROM: David Pilling, *Development Manager* 
Engineering Dept.

DATE: September 23, 2005

Subject: **Juniper Hill Subdivision Phase 2, SUB03-08**
Tax Map 15-3-19, Tax Lot 700
Sidewalk Construction Cost Estimate

The cost estimate for the required sidewalk improvements in Phase 2 for **bonding/cash deposit** purposes is as follows:

ITEM	QUANTITY	UNIT COST	TOTAL
1) Sidewalk/Driveway – 5 ft. concrete	7975 SF	\$2.60	\$20,735
2) Inspection	LS	+3%	\$ 622
3) Subgrade Prep. & Mobilization	LS	+8%	\$1,659
		<i>Sub-Total</i>	\$23,016
		Redmond Code Section 8.2245 +20%	\$4,603
		TOTAL	\$27,619

The required ADA/curb ramps, curb returns and hydrant pads located within this subdivision have been constructed as part of the public street improvements and were not included in this estimate.

EXH. BIT "B"