



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 TODD HAABY 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 incorporated herein by reference. 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 engineered construction drawings titled **MAREA II**, for City of Bend Project Number **PZ 02-445**, approved by the City Engineer on **April 8, 2003**, incorporated herein by reference, 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 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~~
~~Type~~

Double check type

Reduced Pressure

FIRE SERVICES: When required, fire services shall be constructed in accordance with engineered plans approved by the City Engineer, 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 16th day of April, 2003.

DEVELOPER

By: Michael W. Tye
~~Mick Tye~~ Michael W. Tye
By Power of Attorney
for Todd Haaby

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on April 16, 2003

by ~~Mick Tye~~ as Power of Attorney for Todd Haaby.

Michael W. Tye

Angelika N. Brooks
NOTARY PUBLIC FOR OREGON



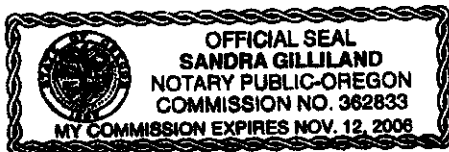
CITY OF BEND

By: *Deb Walker*
Deb Walker as Assistant to the Director
for Community Development Department

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on May 14, 2003

by Deb Walker as Assistant to the Director for Community Development
Department.



Sandra Gilliland
NOTARY PUBLIC FOR OREGON

EXHIBIT "A"

The North Half of the Northeast Quarter of the Southwest Quarter of the
Southwest Quarter (N1/2NE1/4SW1/4SW1/4) of Section Twenty-three (23),
Township Seventeen (17) South, Range Twelve (12) East of the Willamette
Meridian, Deschutes County, Oregon.

EXHIBIT "C"

Engineering Fees

Grading drainage review submittal \$650.00	\$ 650.00
Storm sewer piping fee <u>436</u> lf x \$2.00/ft	\$ 872.00
Drywell, # of drywells <u>6</u> x \$250.00 per drywell	\$1,500.00

Water plan review submittal \$650.00	\$ 650.00
Water line fee <u>1,268</u> lf x \$2.00/ft	\$2,536.00
Fire service/hydrant fee <u>4</u> x \$250.00 per service/hydrant	\$1,000.00

Sewer plan review submittal \$650.00	\$ 650.00
Sewer line fee <u>1,047</u> lf x \$2.00/ft	\$2,094.00
Manhole fee, # of manholes <u>6</u> x \$250.00/manhole	\$1,500.00

Street review submittal \$650.00	\$ 650.00
Street fee <u>1,159</u> lf x \$3.00/ft	\$3,477.00

Inspections

Submittal fee \$500.00	\$ 500.00
Additional inspection (est.) 20 x \$50.00/hour	\$1,000.00

Final Plat Fees

Submittal fee <u>\$275.00</u> + <u>24</u> lots x \$30.00/lot =	\$ 995.00
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Miscellaneous

Agreement processing fee	\$ 238.00
Recording fee	\$ 65.00

TOTAL DUE \$18,377.00

DATE PAID 4-16-03 RECEIPT # 158591 HTE #03-2349

SURVEYOR'S CERTIFICATE

I, Michael W. Lee, a Registered Professional Land Surveyor in and for the State of Oregon, having at all duly sworn, depose and say that I, or those under my direct supervision, have personally examined and measured with legal monuments the land shown on this subdivision plat map and the following is a true and correct description of said land to-wit:

Located in the North One-Half of the Northeast One-Quarter of the Southwest One-Quarter of the Southwest One-Quarter of Section 23, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, the NATURAL POINT being a found 1 1/2" iron pipe for the Southwest One-Sixteenth corner of said section, thence South 00°01'47" East 329.92 feet, thence South 89°55'23" West 662.56 feet, thence North 00°01'26" West 330.01 feet to a point on the South line of Merced L. Thence North 89°55'19" East 662.54 feet to the NATURAL POINT, containing 3.02 acres, more or less.

SURVEYOR'S NARRATIVE

The purpose of this survey was to subdivide that parcel described in the SUBDIVISION CERTIFICATE. The boundary of this survey is based on the BOUNDARY SURVEY. Also, it is for Sun Country Engineering and Surveying recorded as CS15457. The survey was conducted during the course of this survey on as shown on the subdivided survey plat.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, that TUMAC Mtn. DEVELOPMENT, L.L.C., an Oregon Limited Liability Company, on owner in the sample, and Deschutes River Bank, as beneficiary of first deed recorded in Volume 201, Page 33523, Deschutes County records, have caused such lands to be subdivided into lots, and hereby dedicate to the public for the provisions of O.R.S. Chapter 92 and hereby dedicate to the public for ever the streets as shown on said plat, and hereby dedicate to the Central Oregon Irrigation District the irrigation pipe easement as shown on said plat, and hereby dedicate to the Central Electric CO-OP Company the Electric easement as shown on said plat, and hereby submit for approval and record said plat of "MAREA II", heretofore to be so known.

Member: TUMAC Mtn. Development, L.L.C. Date: 8-1-03

Vice President: TUMAC Mtn. Development, L.L.C. Date: 8-1-03

ACKNOWLEDGEMENT

State of Oregon } SS
County of Deschutes }

Public in and for the State of Oregon, personally appeared I, Michael W. Lee, a Registered Professional Land Surveyor in and for the State of Oregon, who being duly sworn, depose and say that I, or those under my direct supervision, have personally examined and measured with legal monuments the land shown on this subdivision plat map and the following is a true and correct description of said land to-wit:

3.12 acres, more or less

Notary Public for the State of Oregon: E. S. Smith, J. Thumblin

My Commission Expires: July 11, 2007

Commission No.: 364562

ACKNOWLEDGEMENT

State of Oregon } SS
County of Deschutes }



On this 1st day of August, 2003, before me a Notary Public in and for the State of Oregon, personally appeared Michael W. Lee, Vice President, TUMAC Mtn. Development, L.L.C., who being duly sworn, depose and say that I, or those under my direct supervision, have personally examined and measured with legal monuments the land shown on this subdivision plat map and the following is a true and correct description of said land to-wit:

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MAREA II

PZ 02-445 JULY 31, 2003
LOCATED IN THE N 1/2 NE 1/4 SW 1/4 SW 1/4
OF SECTION 23, TOWNSHIP 17 SOUTH,
RANGE 12 EAST, WILLAMETTE MERIDIAN
CITY OF BEND, DESCHUTES COUNTY, OREGON

APPROVALS

Deschutes County Surveyor: E. S. Smith, J. Thumblin

City of Bend Engineer: E. S. Smith, J. Thumblin

City of Bend Planning Director: E. S. Smith, J. Thumblin

Deschutes County Commissioner: E. S. Smith, J. Thumblin

Notary Public for the City of Bend: E. S. Smith, J. Thumblin

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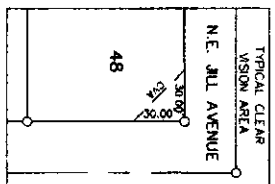
Commission No.: 364562

MAREA II

PZ 02-445 JULY 31, 2003
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 OF SECTION 23, TOWNSHIP 17 SOUTH,
 RANGE 12 EAST, WILLAMETTE MERIDIAN
 CITY OF BEND, DESCHUTES COUNTY, OREGON



- NOTE 1:
 A 20.00 foot wide irrigation Pipe Easement for Central Oregon Irrigation District
 per Volume 2003, Page 22031, Deschutes County Records
- NOTE 2:
 There are clear vision areas across Lots 27, 28, 35, 41, 44, and 48. See Detail
 at right for typical clear vision dimensions
- NOTE 3:
 The boundary of this plot is based on CS15457 by Sun County Engineering and
 Surveying Inc.
- NOTE 4:
 All distances and bearings are measured unless otherwise noted.
- NOTE 5:
 A 15.00 foot wide Electric Easement on the Eastern 15.00 feet of Lot 35
- NOTE 6:
 The irrigation ditch easement reserved by that document recorded in Volume 112,
 Page 275, Deschutes County Deed Records, has been abandoned and replaced by
 that water pipeline easement recorded in Volume 2003, Page 22031, Deschutes
 County Official Records
- NOTE 7:
 Easement per Volume 2002, Page 53389, does not affect this property.
- NOTE 8:
 Easement per Volume 144, Page 229, is a blanket easement for Central Electric
 Cooperative Inc. There are no visible improvements on the property.
- NOTE 9:
 Lots 30-32 will be filled and graded and may require engineering foundations



MAREA I

BASIS OF BEARING

LINE	BEARING	LENGTH
L1	N89°55'49"E	279.52'
L2	N89°55'49"E	81.80'
L3	S00°04'11"E	9.00'
L4	N89°55'49"E	20.00'
L5	S00°04'11"E	168.15'
L6	N89°55'49"E	145.04'
L7	N89°55'49"E	145.04'

LEGEND

- = Found 5/8" iron rod with cap marked "SCE&S" unless noted otherwise
- = Set 5/8" iron rod with cap marked "SCE&S" unless noted otherwise
- △ = Found 5/8" iron rod with cap marked "H.W." refer to boundary survey for Marea II for more information
- P = Plot of Marea I by Sun County Engineering and Surveying (CS15219)
- R = Boundary survey for Marea II by Sun County Engineering and Surveying (CS15457)
- PK = Set PK Nod with worker marked "SCE&S"
- * = Dimension between set monuments and found monuments per Marea I

DESCHUTES COUNTY SUPERVISOR
 FILED 8/20/03 BY: Kope

Michael J. Kope
 DATE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 LICENSE NO. 1046
 EXPIRATION DATE 10/04