

RECORDING COVER SHEET

THIS 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.

County Filing Index - Deeds

Recording Authority - Redmond Code Section 1.500 Requires Recording of documents with the Deschutes County Clerk (Ordinance Number 2001-13)

A. Title of Document: Pine Tree Meadows Sewer Line Agreement

Property located at: See Exhibit B.

B. Names of First Parties: One Property Owners, as listed:
Redmond Investments LLC

Names of Second Parties: City of Redmond, Oregon

C. Name and address of person authorized to receive the instrument after recording:

City Recorder's Office
PO Box 726
Redmond OR 97756-0100

RcrdgCvr.doc

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-87275



\$56.00

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12/24/2003 09:45:00 AM

D-MR Cnt=1 Stn=4 TRACY
\$30.00 \$11.00 \$10.00 \$5.00

PINE TREE MEADOWS SEWER LINE AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of October, 2003 by and between the City of Redmond, an Oregon municipal corporation, hereinafter referred to as "City" and Redmond Investments LLC, hereinafter referred to as "Developer".

WHEREAS, Developer currently owns property known as Pine Tree Meadows and also known as Tax Lot 15 13 04AB 300 in Redmond, Oregon; and

WHEREAS, City has approved Pine Tree Meadows Tentative Subdivision Plat (SUB02-19); and

WHEREAS, City has approved construction plans entitled "Pine Tree Meadows Improvement Plans" and dated July 31, 2003; and

WHEREAS, City Public Facilities Plan and Developer's land use approval specifies installation of a 27-inch diameter gravity sewer interceptor line, known as East Side Sewer Interceptor, hereinafter referred to as Sewer, extending along Spruce Ave. from the existing at NW 15th Street through to the easterly boundary of Pine Tree Meadows Phase 2; and

WHEREAS, City and Developer benefit from and desire to install said portion of Sewer to the easterly boundary of Pine Tree Meadows Phase 2; and

WHEREAS, City and Developer agree to share installation costs and perform certain portions of the work as specified in this Agreement.

NOW, THEREFORE, City and Developer agree as follows:

1. CITY OBLIGATIONS:

A. City will reimburse Developer the difference in installation cost between an 8-inch sewer line and the required 27-inch sewer line, including mainline, manholes, and service tees in accordance with the attached Reimbursement Schedule (Exhibit "A"). City's reimbursement obligation is limited to the amounts shown on Exhibit "A." Any change to the amounts shown in Exhibit "A" regarding City's obligation to reimburse is subject to City's approval of the new reimbursement amount prior to construction.

B. City will prepare Deeds of Dedication and obtain City Council approval for right-of-way dedications as may be necessary.

C. City will make monthly reimbursement payments to Developer within 30 days of City approval of previous months progress invoice from Developer.

PLEASE RETURN TO:
CITY RECORDERS OFFICE
CITY OF REDMOND
PO BOX 726
REDMOND, OR 97756-0100

2. DEVELOPER OBLIGATIONS:

A. Developer will contract for and pay for Sewer installation. Reimbursement of City's proportionate share shall be as stated above and in the attached Reimbursement Schedule (Exhibit "A").

B. Developer will provide all surveying, engineering, and construction services.

C. Developer will, without cost to the City, acquire all right-of-ways as may be necessary. This Agreement shall constitute full consideration for right-of-way dedication. Developer will provide all necessary legal descriptions and signatures for right-of-way dedication. Developer will provide documentation including proof of ownership and will clear any encumbrances necessary for right-of-way dedication.

D. Developer will provide City with all documents, including construction contract and monthly progress invoices, to adequately document actual construction costs for determining amount of reimbursement to Developer.

E. Developer will coordinate and provide sewer service locations to all properties along Sewer.

3. ADDITIONAL PROVISIONS:

A. As used in this Agreement, reference to "install", "installation", or "installing" includes all labor, materials, engineering, surveying, and other services necessary to construct the 27-inch diameter gravity interceptor line, manholes, and service laterals in accordance with the approved construction drawings for Pine Tree Meadows, City Standards and Specifications, and Public Facilities Plan.

B. This Agreement and referenced attachments constitute the complete agreement between City and Developer and supersede all prior written or oral discussions.

C. 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 losing party such sums as the court may adjudge reasonable as attorney's fees at trial and on appeal in such suit or action, in addition to all other sums provided by law. Venue for any proceeding arising out of this agreement shall be in Deschutes County, Oregon.

D. This Agreement may not be transferred or revised without the written mutual consent of City and Developer.

E. This Agreement is for installation of sewer only and does not include other items related to Subdivision development such as other utilities, street construction, canal piping, etc.

IN WITNESS THEREOF, City and Developer have caused this Agreement to be executed by their duly authorized representatives on the date set forth above.

CITY OF REDMOND

Alan Unger
Alan Unger, Mayor

DEVELOPER

Ray L. Paul
Ray L. Paul, Managing Partner
Redmond Investments, LLC

STATE OF OREGON)

County of Deschutes)

Personally appeared the above named Alan Unger, Mayor of the City of Redmond, and acknowledged that the foregoing agreement was the voluntary act and deed of the City of Redmond, Oregon before me this 14th day of October, 2003.



STATE OF Oregon)

County of Washington)

Personally appeared the above named Ray L. Paul, Managing Partner of Redmond Investments LLC, and acknowledged he is an authorized Agent of said LLC and acknowledged this agreement to be his voluntary act and deed on behalf of said LLC, before me this 30 day of September, 2003.



Patricia I. Leymaster
Notary Public for Oregon
7-20-2007
My Commission Expires

Mark Mc Caslin
Notary Public for Oregon
1/20/2005
My Commission Expires

EXHIBIT "A"

EAST SIDE SEWER INTERCEPTOR REIMBURSEMENT SCHEDULE for PINE TREE MEADOWS SEWER LINE AGREEMENT

City to Developer

<u>Item Description</u>	<u>Segment</u>	<u>Reimbursement Amount</u>
27" Sanitary Sewer Oversize	STA 0+20 to STA 22+50	2230 LF @ \$53.92/LF = \$120,233
27"x 4" Service Tee Oversize	STA 0+20 to STA 22+50	7 EA @ \$588/EA = \$4,116
27"x 6" Service Tee Oversize	STA 0+20 to STA 22+50	10 EA @ \$587/EA = \$5,870
60" MH Oversize	STA 0+20 to STA 22+50	<u>7 EA @ \$3,152/EA = \$22,064</u>
		City Total = \$152,283

Notes:

Developer's cost for the above items is based on construction bid from Hap Taylor and Sons as follows:

<u>Item Description</u>	<u>Segment</u>	<u>Developer Amount</u>
8" Sanitary Sewer	STA 0+20 to STA 22+50	2230 LF @ \$40.00/LF = \$89,200
8"x 4" Service Tee	STA 0+20 to STA 22+50	7 EA @ \$20.00/EA = \$140
8"x 6" Service Tee	STA 0+20 to STA 22+50	10 EA @ \$25.00/EA = \$250
48" Manhole	STA 0+20 to STA 22+50	<u>7 EA @ \$1900/EA = \$13,300</u>
		Developer Total = \$102,890

A tract of land located in the Northwest one-quarter of the Northeast one-quarter of Section 4, Township 15 South, Range 13 East, of the Willamette Meridian, in the City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Exhibit B

Commencing at the North one-quarter corner of said Section 4, thence along the West line of the Northwest one-quarter of the Northeast one-quarter of said Section 4 South 00°42'06" West 332.68 feet; thence leaving said West line North 89°35'51" East 30.01 feet to a point on the Easterly right of way of NW 10th Street (AKA J.A. Wilcox) and the TRUE POINT OF BEGINNING; thence leaving said Easterly right of way North 89°35'51" East 902.07 feet; thence South 00°42'06" West 999.52 feet to a point on the South line of the Northwest one-quarter of the Northeast one-quarter of said Section 4; thence along said South line South 89°41'28" West 902.04 feet to a point on the Easterly right of way of NW 10th Street (AKA J.A. Wilcox); thence along said Easterly right of way North 00°42'06" East 998.04 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom all existing road right of ways lying within said above described tract of land.

A 30.00 foot public right of way dedication located in Lot "A" of Canyon Point East Phase I in the Southeast one-quarter of the Northwest one-quarter of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the dedication being better described as follows:

Commencing at the Center-North 1/16th corner of said Section; thence South 89°56'13" West, 30.00 feet along the east-west centerline of the Northwest one-quarter of said Section to the point of beginning; thence South 89°56'13" West 1257.17 feet along said line to the easterly right of way of 1st Avenue; thence South 00°39'03" West 39.88 feet; thence 15.58 feet along a 30.00 radius curve to the right, the chord of which bears North 45°17'38" East 14.05 feet; thence North 89°56'13" East 1247.26 feet along a line parallel and 30.00 feet southerly of the east-west centerline of the Northwest one-quarter of said Section to the westerly right of way of 10th Street; thence leaving said line North 00°42'06" East 30.00 feet to the terminus thereof.

A 30.00 foot public right of way dedication located in Parcel 2 of Lot Line Adjustment-99-06 in the Northeast one-quarter of the Northwest one-quarter of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the dedication being better described as follows:

Commencing at the Center-North 1/16th corner of said Section; thence South 89°56'13" West, 1010.60 feet along the east-west centerline of the Northwest one-quarter of said Section to the point of beginning; thence South 89°56'13" West 198.03 feet along said line; thence North 30.00 feet; thence North 89°56'13" East 198.38 feet along a line parallel and 30.00 feet northerly of the east-west centerline of the Northwest one-quarter of said Section; thence South 00°39'03" West 30.00 feet to the terminus thereof.

A 30.00 foot public right of way dedication located in the Southwest one-quarter of the Northeast one-quarter of Section 4, Township 15 South, Range 13 East of the Willamette Meridian, the dedication being better described as follows:

Commencing at the Center-North 1/16th corner of said Section; thence North 89°41'16" East, 30.00 feet along the east-west centerline of the Northeast one-quarter of said Section to the point of beginning; thence North 89°41'16" East 991.33 feet along said line to the westerly right of way of 7th Avenue; thence South 30.00 feet; thence South 89°41'16" West 991.70 feet along a line parallel and 30.00 feet southerly of the east-west centerline of the Northeast one-quarter of said Section to the easterly right of way of 10th Street; thence leaving said line North 00°42'06" East 30.00 feet to the terminus thereof.

After recording return to:

C.O.I.D.

2598 N. Hwy 97

Redmond, OR 97756

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CENTRAL OREGON IRRIGATION DISTRICT, a municipal corporation, Grantor, for valuable consideration, does hereby grant and convey unto CASCADE NATURAL GAS CORPORATION, Grantee, its successors and assigns, the following easement, to-wit:

To construct and maintain several underground gas lines beneath the Central Oregon Irrigation District's D-lateral and D-10 lateral of the Pilot Butte Canal within the Pine Tree Meadows, Phase 2 Subdivision located within the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) all in Section Four (4) Township Fifteen, South (T15S) Range Thirteen (R13) East of the Willamette Meridian, Deschutes County, Oregon. See attached Exhibit "A".

Together with the right of ingress and egress for the purpose of constructing and/or maintaining said underground gas lines; provided, however, that such crossing, right of ingress and egress and the maintenance thereof, shall not interfere with the operation of said Canal by Grantor.

It is understood and agreed that Grantee shall pay all costs and fees incurred by the granting of this easement.

IT IS EXPRESSLY UNDERSTOOD AND AGREED That the Grantor does not claim to be the owner in fee of said tract.

The acceptance of this grant shall constitute an agreement on the part of the Grantee to indemnify and save harmless the Central Oregon Irrigation District, its successors and assigns, from any and all damages or claims for damages that may result from the construction and/or operation of said underground gas lines under said described Canal.

DATED This 30th day of March, 2004.

CENTRAL OREGON IRRIGATION DISTRICT

By [Signature]
Secretary-Manager

STATE OF OREGON)

)ss.

County of Deschutes)

Personally appeared before me this 30th day of March, 2004, the above named Steven C. Johnson, who is the Secretary-Manager of CENTRAL OREGON IRRIGATION DISTRICT, and acknowledge the foregoing instrument to be his voluntary act and deed on behalf of CENTRAL OREGON IRRIGATION DISTRICT.



[Signature]
Notary Public for Oregon
My Commission Expires 4/30/07

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-19759

\$36.00



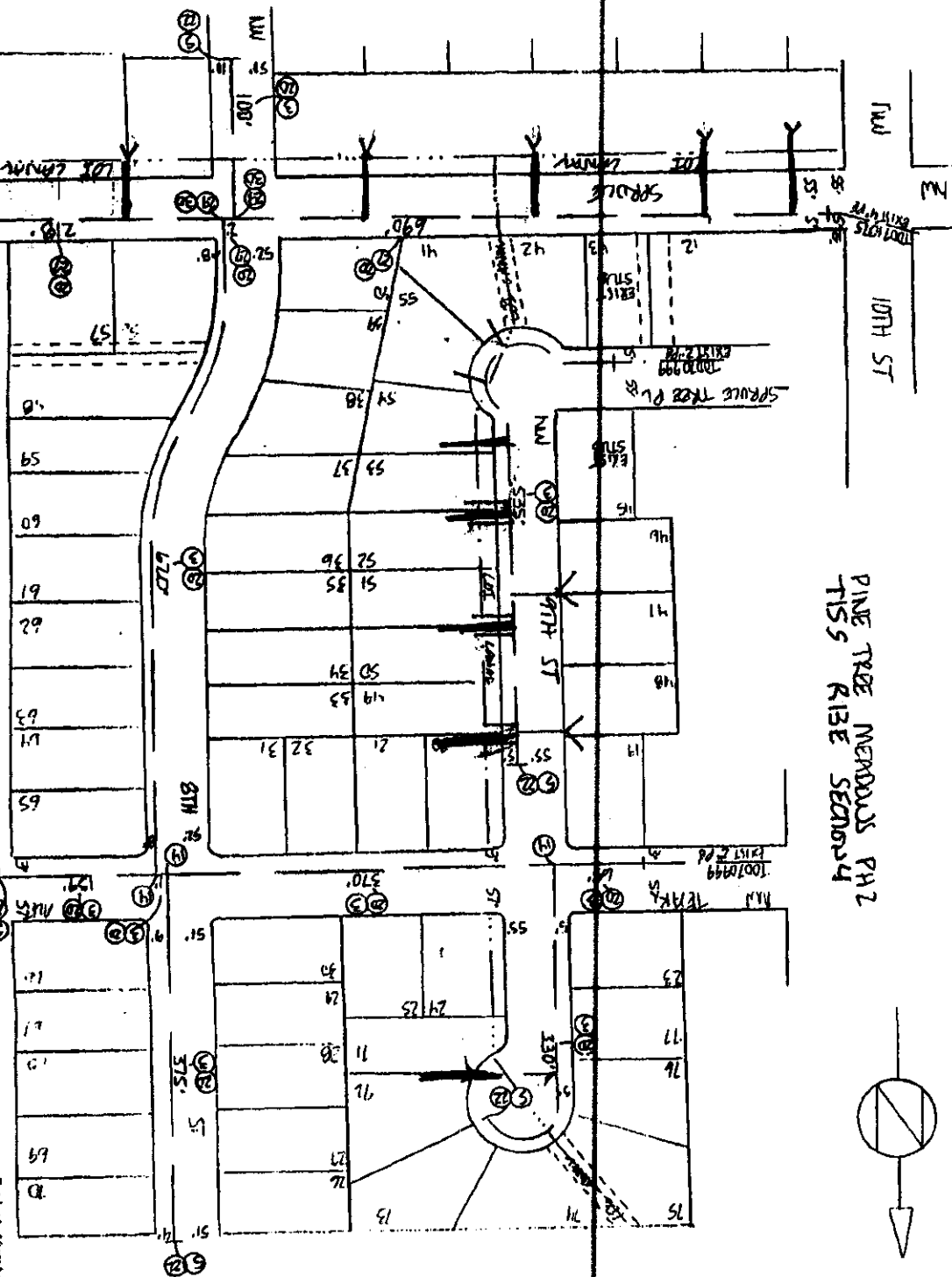
D-EAS Cnt=1 Str=2 PAT
\$10.00 \$11.00 \$10.00 \$5.00

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EXHIBIT "A"

PLAN VIEW

PINE TREE MEADOWS PH 2
TIS RISE SECTION 4



Scale: 1/4" = 10'	Drawn: J. L. V.	Project Number: TDD 72027
Date: 3-15-04	Check: M. P. M.	CASCADE NATURAL GAS CORPORATION
Eng: J. L. V.	Drawn: J. L. V.	222 Fairview Ave. N.
		Seattle, WA 98109
		PINE TREE MEADOWS PH 2
		RISE SECTION 4