

SIDEWALK IMPROVEMENT AGREEMENT

THIS AGREEMENT is for sidewalk improvements in the Pine Tree Meadows subdivision, Phase 2, and is by and between the **CITY OF REDMOND**, a Municipal corporation of the State of Oregon, hereinafter referred to as "**City**", and **Redmond Investments, LLC**, an Oregon Limited Liability Company, the owner of said subdivision, hereinafter referred to as "**Owner**".

WITNESSETH:

WHEREAS, Redmond Investments, LLC, is the owner / developer of Pine Tree Meadows, Phase 2, a subdivision which is more particularly described as property located in the northwest quarter (NW ¼) of the northeast quarter (NE ¼) of Section Four (4), Township 15 South (T 15 S), Range 13 East (R 13 E), of the Willamette Meridian, in the City of Redmond, Deschutes County, Oregon, and more particularly described in Exhibit A which is attached hereto; and

WHEREAS, the Owner of Pine Tree Meadows, Phase 2, desires to sell lots in the subdivision; and

WHEREAS, the Owner has agreed to construct the sidewalk improvements after recording the final plat in accordance with the terms and conditions of this Agreement; and

WHEREAS, Owner has agreed to guarantee to the City that the sidewalk improvements required by the City during the subdivision review shall be constructed;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE - FINAL PLAT/RELEASE OF PRIOR AGREEMENT

City agrees to sign off on the final plat for the Pine Tree Meadows subdivision, Phase 2, which is more particularly described in Exhibit 'A', attached hereto and incorporated herein by reference.

SECTION TWO - CONSTRUCTION OF IMPROVEMENTS

Owner agrees to construct the sidewalks in accordance with the CITY standards as required for the Pine Tree Meadows subdivision, Phase 2, within one (1) year of the date of this Agreement (July 1, 2005) unless otherwise agreed to by the City Engineer. The Owner shall pay a cash deposit or submit a bond to the City of Redmond in the amount of \$79,654.00 (see Exhibit 'B') for all remaining sidewalk improvements.

SECTION THREE - SCHEDULE OF WORK

Owner agrees to complete the sidewalk improvements on or before July 1, 2005. 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 improvements described in **EXHIBIT 'B'** are not completed by July 1, 2005, and as requested by the City, that Owner shall pay to the City sufficient sums to complete construction of the improvements. The costs are estimated to be \$79,654.00. 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 if and when a written request is submitted by the Owner.

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 (LID) 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 building permits until completion of the sidewalk improvements in the event this contract is breached.

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.

SECTION NINE - SUCCESSOR INTERESTS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

DATED this 4th day of August, 2004.

OWNER/DEVELOPER:

Beverly J. Quandt
Beverly J. Quandt, Member

STATE OF OREGON)
Washington) ss.
County of ~~Deschutes~~)

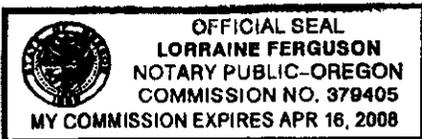
On August 4, 2004, Beverly J. Quandt personally appeared before me.

_____ who is personally known to me.

X whose identity I proved on the basis of Oregon Driver License

_____ 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.



Lorraine Ferguson
Notary Public for Oregon
My Commission
Expires: April 16, 2008

CITY OF REDMOND:

Chuck McGraw
Chuck McGraw, Senior Planner

STATE OF OREGON)
) ss.
County of Deschutes)

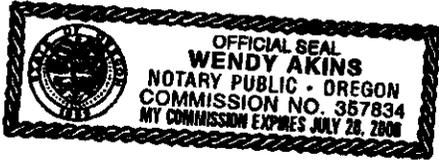
On August 4, 2004, Chuck McGraw personally appeared before me.

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.

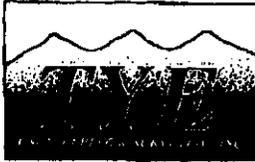


Wendy Akins
Notary Public for Oregon
My Commission
Expires: July 26, 2006

Improvement security received by:

Wayne C. Sorenson, Planning
(please print name, city department)

**AFTER RECORDING RETURN TO:
CITY OF REDMOND
Recorders Office
PO BOX 726
REDMOND, OR 97756**



TYE ENGINEERING & SURVEYING, INC.

725 NW Hill, Bend, Oregon 97701 • (541) 389-6959 • Fax (541) 385-1341
email: tyeengr@bendcable.com webpage: tyeengineering.com

PROPERTY DESCRIPTION PINE TREE MEADOWS PHASE 2

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, said land being further described as follows:

Commencing at the center North one- sixteenth corner of said Section 4; thence North 89°41'28" East 30.00 feet; thence North 00°42'06" East 30.00 feet; thence North 89°41'28" East 290.47 feet to a point lying on the Northerly right of way of Spruce Avenue, said point being a 5/8 inch rebar with cap marked "TYE ENGINEERING" and the TRUE POINT OF BEGINNING; thence North 00°18'44" West 111.71 feet; thence North 22°40'06" East 65.17 feet; thence North 00°18'44" West 109.50 feet; thence South 89°41'16" West 34.25 feet; thence North 00°18'44" 209.30 feet; thence North 89°41'16" East 34.25 feet; thence North 00°18'44" West 109.50 feet; thence North 29°35'24" West 68.79 feet; North 00°18'44" West 308.31 feet; thence North 89°35'51" East 634.92 feet; thence South 00°42'06" West 969.51 feet; thence South 89°41'28" West 609.57 feet to the POINT OF BEGINNING.



CITY OF REDMOND
Engineering Department

JUN 18 2004

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MEMO

TO: WAYNE SORENSEN, *Associate Planner*
Community Development Dept.
Planning Division

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

DATE: June 17, 2004 (Revised)

Subject: ***Pine Tree Meadows Subdivision Phase 2 SUB02-19***
Sidewalk Construction Cost Estimate

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

ITEM	QUANTITY	UNIT COST	TOTAL
1) Sidewalk/Driveway – 5 ft. concrete	23,000 SF	\$2.60	\$59,800
2) Inspection	LS	+3%	\$1,794
3) Subgrade Prep. & Mobilization	LS	+8%	\$4,784
		<i>Sub-Total</i>	\$66,378
		Redmond Code Section 8.2245 +20%	\$13,276
		TOTAL	\$79,654