

VOL: 2001 PAGE: 17861
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2001-17861 * Vol-Page

Printed: 04/17/2001 14:24:11

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Apr. 17, 2001; 2:13 p.m.

RECEIPT NO: 34501

DOCUMENT TYPE: License

FEE PAID: \$61.00

NUMBER OF PAGES: 7

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

LICENSE

2001-17861-1

APPLICABLE PUBLIC FACILITY IMPROVEMENTS:

STREET SEWER WATER MASTER PLAN OTHER

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and **JOHNSON MCCLEAN LLC**, 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.

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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 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 and regulations.

DATED this 14TH day of MARCH, 2001.

USER

BY: [Signature]
Mark Johnson for Johnson McClean LLC

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on 3/14/01
by MARK JOHNSON



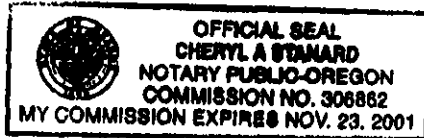
[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/23/01

USER

BY: [Signature]
John McClean for Johnson McClean LLC

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on 3/14/01
by JOHN MCCLEAN



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/23/01

CITY

[Signature]
Community Development Dept

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on 04-04-01
by Deb Walker



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-12-02

EXHIBIT "A"

LEGAL DESCRIPTION:

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Thirty-four (34), Township Seventeen (17) South, Range Twelve (12) East, of the Willamette Meridian, Deschutes County, Oregon, the said parcel being described as follows:

Beginning at the Northeast corner of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4); thence West along the North Line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), a distance of 330 feet; thence South parallel to the East Line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), a distance of 660 feet; thence South-easterly in a straight line 465 feet, more or less, to a point being 990 feet South of the place of beginning; thence North along said East Line 990 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within Neff Road Right of Way.

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EXHIBIT "C"

Engineering Fees

| | | |
|--|----------|-----------|
| Water plan review submittal | \$550.00 | \$ 550.00 |
| Water line fee <u>177</u> lf x \$2.00/ft | | \$ 354.00 |
| Fire service/hydrant fee <u>1</u> x \$250.00 per service/hydrant | | \$ 250.00 |
| Sewer plan review submittal | \$550.00 | \$ 550.00 |
| Sewer line inspection fee <u>504</u> lf x \$2.00/ft | | \$1008.00 |
| Manhole fee, # of manholes <u>6</u> x \$250.00/manhole | | \$1500.00 |
| Street review submittal | \$650.00 | \$ 650.00 |
| Infrastructure Review, 1 acre or less | | \$ 540.00 |
| (Over 1 acre, add \$100.00 per additional acre) | | |

Final Plat Fees

| | | |
|--|--|-----------|
| Submittal fee <u>\$275.00</u> + <u>18</u> lots x \$30.00/lot * | | \$ 815.00 |
|--|--|-----------|

MISCELLANEOUS

| | | |
|--------------------------|--|-----------|
| Agreement processing fee | | \$ 238.00 |
| Recording fee | | \$ 70.00 |

DATE PAID 9/14/01 RECEIPT # 143836 TOTAL DUE \$6525.00

HTE # 01-933