



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 Patrick G. Bauer, 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 **Quail Crossing Phase I**, for City of Bend Project Number **PZ 01-476**, approved by the City Engineer on September 17, 2002, 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

Double check type

Reduced Pressure Type

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.

EXHIBIT A

QUAIL CROSSING, PHASE I

A parcel of land containing 9.45 acres, more or less, being a portion of Parcel A of partition Plat No.1992-7 recorded March 02, 1992 in Partition Plat Cabinet 1, Page 180 in the office of the Deschutes County Clerk located in a portion of the Northwest One-quarter of the Southwest One-quarter (NW1/4 SW1/4), and a portion of the Southwest One-quarter (SW1/4) of Section 15, Township 17 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Beginning at a point on the west boundary line of said Parcel A, said beginning point also being the southeast corner Lot 1 of the plat of Morningstar First Addition as recorded on September 09, 1980 in Plat Cabinet B, Page 772 in the office of the Deschutes County Clerk; thence along the boundary common to said Parcel A and said plat of Morningstar First Addition the following ten (10) courses:

North 00°04'01" East a distance of 151.95 feet;
North 89°52'13" East a distance of 18.68 feet;
North 00°04'01" East a distance of 265.79 feet;
North 15°20'50" West a distance of 173.80 feet;
South 60°56'14" West a distance of 29.44 feet;
North 25°04'30" West a distance of 164.69 feet;
North 06°52'02" West a distance of 70.35 feet;
North 12°42'22" East a distance of 148.34 feet;
North 02°04'58" West a distance of 63.67 feet;
North 29°48'03" East a distance of 164.69 feet;

Thence, leaving said common boundary line South 83°12'13" East a distance of 162.58 feet; thence 51.87 feet along a non-tangent curve to the right with a radius of 330.00 feet, the chord of which bears South 11°17'56" West a distance of 51.81 feet; thence South 81°29'37" East a distance of 226.21 feet to a point on the west right-of-way line of 18th Street (80.00 foot wide right-of-way, 40.00 feet each side of centerline); thence along said right-of-way line South 00°04'39" East a distance of 932.23 feet to a point on the north right-of-way line of Morningstar Drive (60.00 foot wide right-of-way, 30.00 feet each side of centerline); thence leaving said right-of-way line of 18th Street and along said right-of-way line of Morningstar Drive the following two (2) courses and one (1) curve:

South 89°55'14" West a distance of 34.78 feet;
127.45 feet along the arc of a tangent curve to the left with a radius of 330.00 feet, the chord of which bears South 78°51'24" West for a distance of 126.66 feet;
South 67°47'34" West a distance of 214.52 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.

EXHIBIT "C"

Engineering Fees

Grading drainage review submittal \$650.00 \$ 650.00
Storm sewer piping fee 422 lf x \$2.00/ft \$ 844.00
Drywell, # of drywells 10 x \$250.00 per drywell \$2500.00

Water plan review – AVION Water

Sewer plan review submittal \$650.00 \$ 650.00
Sewer line fee 2191 lf x \$2.00/ft \$4382.00
Manhole fee, # of manholes 20 x \$250.00/manhole \$5000.00
Specific sewer facility fee 4 x \$55.00 per ½ hour \$ 220.00
Sewer lift station telemetry \$6,200.00 \$6200.00

Street review submittal \$650.00 \$ 650.00
Street fee 1825 lf x \$3.00/ft \$5475.00

Inspections

Submittal fee \$500.00 \$ 500.00
Additional Inspection (est.) 20 x \$50.00/hour \$1000.00

Final Plat Fees

Submittal fee \$275.00 + 35 lots x \$30.00/lot = \$1325.00

Miscellaneous

Agreement processing fee \$ 228.00

Recording fee \$ 135.00

TOTAL DUE \$29,759.00

DATE PAID 11/26/02 RECEIPT # 78115 HTE # 02-4406