

AGREEMENT

THIS AGREEMENT is by and between THE CITY OF REDMOND, a Municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and DIANA BARKER, the owner of STONEHEDGE SOUTH, hereinafter referred to as "OWNER".

W I T N E S S E T H :

WHEREAS, DIANA BARKER is the owner/developer of STONEHEDGE SOUTH a subdivision located at Obsidian and 21st Street, in Redmond, Oregon; and

WHEREAS, the owner/developer of STONEHEDGE SOUTH desires to record the final plat of Phase I of the subdivision; and

WHEREAS, the owner/developer has agreed to construct the improvements after the recordation of the final plat of Phase I in accordance with the terms and conditions of this Agreement and with the Agreement by and between the CITY and the owners dated this same date; and

WHEREAS, OWNER has agreed to guarantee to the CITY that the improvements required by the CITY during the subdivision review shall be constructed; and

WHEREAS, as the condition of proceeding with the recordation of the final plat of PHASE I prior to completion of the improvements, the OWNER has agreed to the recordation of this Agreement prohibiting the sales of lots in Phase I of the STONEHEDGE SOUTH SUBDIVISION until the improvements have been completed and accepted by THE CITY OF REDMOND;

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

SECTION ONE - FINAL PLAT

CITY agrees to sign off on the final plat for Phase I of STONEHEDGE SOUTH which is more particularly described in EXHIBIT "A" attached hereto and incorporated by reference.

SECTION TWO - PROHIBITION OF SALES - BUILDING PERMITS

In consideration for the recordation of the final plat prior to the completion of improvements required by the CITY, OWNER hereby agrees not to sell any lots in Phase I of STONEHEDGE SOUTH prior to the time that the improvements are completed and accepted by the CITY OF REDMOND. Owner further acknowledges that the city shall not issue any building permits until the improvements are completed. Those improvements shall include all public improvements as required under subdivision approval dated December 30, 1992, a copy of which is attached as EXHIBIT "B" and incorporated by reference herein.

SECTION THREE - CONSTRUCTION OF IMPROVEMENTS

OWNER agrees to construct the streets, sewer, water, curbing and sidewalks in accordance with the CITY standards as required for the first phase of STONEHEDGE SOUTH. The public improvements to be constructed are more particularly described in EXHIBIT "B" which is attached hereto and incorporated by reference herein.

SECTION FOUR - SCHEDULE OF WORK

OWNER agrees to complete the improvements on or before October 1, 1993. 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. It is understood and acknowledged by and between the parties that if there are adverse weather conditions not reasonably anticipatory, the scheduled completion date for the improvements may be extended. Such extensions shall be mutually agreed to by and between OWNER and the CITY.

SECTION FIVE - COSTS

OWNER hereby agrees that if the improvements described in EXHIBIT "A" are not completed as requested by the CITY that she shall pay to the City of Redmond upon demand sufficient sums to complete construction of the improvements. 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 SIX - 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.

SECTION SEVEN - 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 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 EIGHT - 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 occupancy permits until completion of the improvements.

SECTION NINE - 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 TEN - SUCCESSOR INTERESTS

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

DATED this 11th day of May, 1993.

THE CITY OF REDMOND

By

Robert C. Riggs
ROBERT C. RIGGS, Mayor

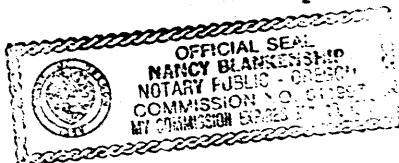
Diana Barker
DIANA BARKER

STATE OF OREGON)

) ss.

County of Deschutes)

Personally appeared before me this 11th day of May, 1993, the above-named DIANA BARKER who acknowledged the foregoing instrument to be her voluntary act and deed on behalf of the partnership.



Nancy Blankenship
Notary Public for Oregon
My Commission Expires: 1-19-96

TOWNSHIP 15 SOUTH, RANGE 13 EAST,

799 4 0388

SURVEYOR'S CERTIFICATE

I, WILLIAM G. BAHRKE, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2039, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS, STREETS AND A PARK, AND HAVE MONUMENTED THE EXTERIOR BOUNDARY OF, AND, UPON COMPLETION OF STREET IMPROVEMENTS, WILL MONUMENT THE INTERIOR CORNERS OF THE LANDS SHOWN ON THIS PLAT OF "STONEHEDGE SOUTH PHASE ONE", THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" PIPE MONUMENTING THE NORTHEAST CORNER OF SECTION 20, T18S, R13E, WM, THE INITIAL POINT, THENCE S88°52'50"W ALONG THE NORTH LINE OF THE NE1/4 NE1/4 OF SAID SECTION 20 - 147.86 FEET; THENCE S03°01'35"W - 47.20 FEET; THENCE S4°11'50"W - 82.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE S4°21'50"W - 50.81 FEET; THENCE S25°38'50"W - 106.67 FEET; THENCE S29°06'00"W - 137.23 FEET; THENCE S46°07'57"W - 810 FEET TO THE EAST LINE OF THE W1/2 NE1/4 OF SAID NE1/4 NE1/4; THENCE S00°12'E ALONG SAID EAST LINE - 183.08 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF SAID NE1/4 NE1/4 NE1/4; THENCE S89°02'37"W ALONG SAID NORTH LINE - 154.96 FEET; THENCE N40°34'02"E - 156.48 FEET; THENCE N46°07'57"E - 17.23 FEET; THENCE S89°02'37"W - 296.97 FEET TO THE WEST LINE OF SAID NE1/4 NE1/4 NE1/4; THENCE N00°10'22"W ALONG SAID WEST LINE - 497.76 FEET; THENCE EAST - 83.12 FEET; THENCE N7°00'00"E - 41.80 FEET; THENCE S73°00'00"E - 103.38 FEET; THENCE N7°00'00"E - 89.82 FEET; THENCE 15.36 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE CONCAVE WEST FORMING A CENTRAL ANGLE OF 09°00'00" AND A LONG CHORD BEARING N8°00'00"E - 15.36 FEET; THENCE S77°00'00"E - 172.08 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING APPROXIMATELY 4.27 ACRES, TOGETHER WITH NO CENTRAL OREGON IRRIGATION DISTRICT WATER RIGHT ACRES APPURTENANT THEREON, SUBJECT TO ALL EXISTING EASEMENT AND RIGHTS-OF-WAY OVER AND ACROSS THE ABOVE DESCRIBED PARCEL OF LAND.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15 1983
WILLIAM G. BAHRKE
2039

4-27-93

EXP. 12-31-1993

I HEREBY CERTIFY THIS MYLAR TO BE A TRUE AND EXACT COPY OF "STONEHEDGE SOUTH PHASE ONE".

WILLIAM G. BAHRKE, LS 2039

4-5-32 NCR

1

AVENUE

LOCATED IN THE NE 1/4 NE 1/4
OF SECTION 20, T15S, N13E, WM
CITY OF REDMOND, WASHINGTON
COUNTY, OREGON

SECRET - CONFIDENTIAL

CONFIDENTIAL

1944

1990

FILE COPY FOR REIN ALBAT

Transmitted - U.S. AIR FORCE

100-443886-100

2016年12月23日

GENERAL NOTES

ALL ROOMWAYS SHOWN AND AS WITH THE

5/10/68 MAY 14 1968

alternatively (p. 5)

NIKOVAS 40 1/4 STREET STANBLEN BELMONT

CARIN OF LOT 1 (80' N. 100' E.)

THIS TIME: FIVE PROPOSED

RECEIVED

OCT 30 1997

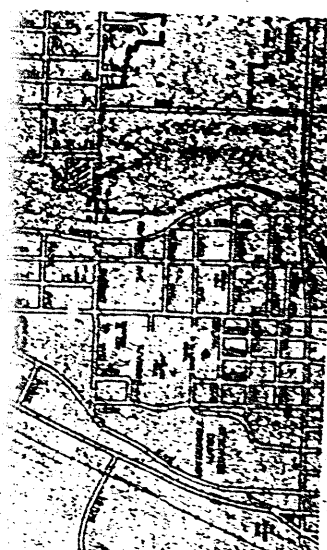
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THE UNIVERSITY OF CHICAGO



RECEIVED
OCT 30 1997

CONFIDENTIAL



299 - 0390

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENNOLLO, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

93 MAY 18 AM 10:25

MARY SUE PENNOLLO
COUNTY CLERK

BY *S. Wallen* DEPUTY

NO. 93-15809 REC 259

DESCHUTES COUNTY OFFICIAL RECORDS