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: Sidewalk Improvement Agreement

Property located at:

V

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NEI/4, NWI/4) OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF REDMOND, DESCHUTES COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, A 5/8" IRON ROD WITH A PLASTIC CAP MARKED "LS2527" LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE FOR ANTLER AVENUE FROM WHICH THE NORTHEAST CORNER OF THE NEI/4 OF THE NWI/4 OF SECTION 17, T15S, R13E, W.M. BEARS N88°28'27"E - 940.99 FEET; THENCE, FROM SAID INITIAL POINT, S00°13'27"W - 470.00 FEET; THENCE N89°59'48"E - 878.33 FEET TO THE CENTERLINE OF CENTRAL OREGON IRRIGATION DISTRICT"S LATERAL "C"; THENCE S22°34'05"W - 186.98 FEET ALONG SAID LATERAL "C" CENTERLINE; THENCE S19°38'31"W - 171.15 FEET ALONG SAID LATERAL "C" CENTERLINE; THENCE S19°38'31"W - 171.15 FEET ALONG SAID LATERAL "C" CENTERLINE; THENCE S79°38'31"W - 171.15 FEET ALONG SAID LATERAL "C" CENTERLINE; THENCE S89°50'30"W - 60.00 FEET; THENCE S89°58'57"W - 274.74 FEET; THENCE S89°50'30"W - 60.00 FEET; THENCE S89°58'57"W - 491.94 FEET; THENCE N00°13'27"E - 100'00 FEET; THENCE N00°31'11"W - 60.00 FEET; THENCE FOLLOWING THE ARC OF A NON-TANGENT 230.00 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 32.60 FEET (THE LONG CHORD OF WHICH BEARS N08°33'13"W - 32.57 FEET); THENCE FOLLOWING THE ARC OF A 170.00 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 38.09 FEET (THE LONG CHORD OF WHICH BEARS N06°11'42"W - 38.01 FEET); THENCE N89°59'48"E - 330.00 FEET; THENCE N00°13'27"E - 550.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE FOR ANTLER AVENUE; THENCE N89°59'48"E - 30.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR ANTLER AVENUE; THENCE N89°59'48"E - 30.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.9502 ACRES SUBJECT TO ALL EASEMENTS, RESTRICTIONS, OR RIGHT-OF-WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.

B. Names of First Parties: One Property Owners, as listed: Anthem Equities, 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

RerdgCvr.doc

PESCHUTES COUNTY OFFICIAL RECORDS 2003-07283 NANCY BLANKENSHIP, COUNTY CLERK \$56.00 \$56.00

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

SIDEWALK IMPROVEMENT AGREEMENT

THIS AGREEMENT is for sidewalk improvements in the Village Pointe (formerly Cascade Gienn) subdivison, Phase I, and is by and between the CITY OF REDMOND, a Municipal corporation of the State of Oregon, hereinafter referred to as "City", and Anthem Equities, LLC, an Oregon Limited Liability Company, the owner of said subdivision, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Anthem Equities, LLC, is the owner / developer of Village Pointe, Phase I, a subdivision which is more particularly described in Exhibit 'A' which is attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, the Owner of Village Pointe, Phase I, 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 Village Peinte subdivision, Phase I, 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 Village Pointe subdivision, Phase I, within one (1) year of the date of this Agreement (November 30, 2004) 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 \$52,697.55 (see Exhibit 'B') for all remaining sidewalk improvements.

SECTION THREE - SCHEDULE OF WORK

Owner agrees to complete the sidewalks improvements on or before November 30, 2004. 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 November 30, 2004, 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 \$52,697.55. 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 competion of the sidewalk improvements in the event this contract is breeched.

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 t	the benefit of the parties, their successors and a	assigns.
-----------------------------------------------------	----------------------------------------------------	----------

DATED this _____ day of November, 2003.

OWNER/DEVELOPER:	
J. T. Ruth, Jr., Managing Member STATE OF OREGON) ss. County of Deschutes)	OFFICIAL SEAL THERESA GOTA NOTARY PUBLIC-OREGON COMMISSION NO. 337146 MY COMMISSION POPIRES ALIG 30 2024
Personally appeared before me this 21 day of	, 2003, the above-named to be his voluntary act and deed on behalf of the owners.
Notary Public	
My Commiss	ion Expires: 8/30/04
THE CITY OF REDMOND	•

By Church McJaner
Chuck McGraw, Senior Planner

STATE OF OREGON

County of Deschutes

) 88.)



Notary Public for Oregon

My Commission Expires:

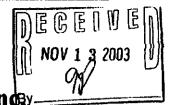
July 7/e, 700ce

Improvement security received by:

(please print name, city department)

PLANNING DIVISION

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



Anderson Engineering & Surveying, Index

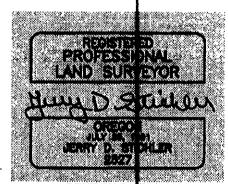
Professional Engineers & Land Surveyors

LEGAL DESCRIPTION
VILLAGE POINTS, PHASE 1
EXHIBIT A"

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NE1/4, NW1/4) OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF REDMOND DESCRIPTION OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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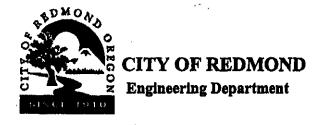
PARCEL CONTAINS 7.9502 ACRES SUBJECT TO ALL EASEMENTS, RESTRICTIONS, OR RIGHT-OF-WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.



11/13/03

RENEWAL #30/04

HC64 Box 24 - P.O. Box 28 Lakeview, Oregon 97630 (541) 947-4407 FAX 947-2321 852 SW 15th Street - P.O. Box 419 Redmond, Oregon 97756 (541) 923-4307 FAX 923-4308



875 SE Sisters Avenue PO Box 726 Redmond, OR 97756-0100

(541)504-2000

Fax: (541) 548-0253 info@redmond.or.us www.redmond.or.us

MENO

EXHIBIT 'B'

TO:

WAYNE SORENSEN, Associate Planners

Community Development Dept.

Planning Division

FROM: David Pilling, Development Ledit

City of Redmond Engineering Dept

DATE: November 13, 2003 Subject:

Village Pointe (formerly Cascade Glenn) Sybdivision Phase 1, SUB02-17/MA03-15

Sidewalk Construction Cost Estimate

The cost estimate for the remaining sidewalk improvements in Phase 1 for bonding purposes is as follows:

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ITEM		QUANTITY	UNIT COST	TOTAL
1) Sidewalk/Driveway - 5 ft. wide concrete		15,545 SF	\$2.50/8F	\$38,862.50
2) Inspection		LS	3%	\$1,165.88
3) Subgrade prep, Construction Staking & Mobilization		LS	10%	\$3,886.25
			Sub-Total	\$43,914.63
		Redmond Code Section 8.2245 +20%		\$8,782.93
			TOTAL	\$52,697.55

If there are any questions, please call at (541) 504-2013.

CC: Chris Doty, P.E., Asst. City Engineer



SUB0217a_ce2.wpd

##LOT Color Starcz TRACY TRACY

RESOURTES COUNTY OFFICIAL RECORDS NAMES ALANGEMENTS, COUNTY CLERK 1000 HEI

PLAT NO.

8 13

VILLAGE POINTE, PHASE 1

A 7.95 ACRE SUBDIVISION LOCATED IN THE NEI/4 OF THE NWI/4 OF SECTION 17, T15S, RISE, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON CITY OF REDMOND PLANNING PILE: SUB 02-17

OWNER'S DECLARATION

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ACKNOWLEDGMENT

COUNTY OF DESCHAPES STATE OF CREGON

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A _______________________________OF UMPOUN BANK WHO IS AUTHORIZED TO EXECUTE AND DEED OF THE BANK. THE FORELOING INSTRUMENT AND ALKNOWLEDGED SHIP INSTRUMENT TO BE THE WILLHICKEY ACT

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I, JERRY D. STICHLER, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2527, HEREIN CERTIFY THIS WILLIA TO BE AN EXACT COPY OF SHEET I OF VILLAGE POWITE, PHASE I.

STrebert D. STreberg Z/18/04

_____, 2004, BETORE HE PERSONALLY APPEARED

373997

SURVEYOR'S CERTIFICATE

EN COMMISSION EXPORES DECEMINATE AS 2007

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1/15/04

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SMEET 1 ~ OWNERS DECLARATION, ACKNOWLEDGMENTS, BASIS OF BEARINGS, WATER RIGHTS STATEMENT, SURVEYORS CERTIFICATE, POST MONUMENTATION AFTIDAVIT, APPROVALS, MARRATIVE

SHEET 2 ~ LOTS 1-18

SHEET 3 ~ LOTS 19-35

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PREPARED FOR:
ANTHEM EQUITIES, LLC
12600 SW TRND AVE., SUITE 200
TIGARD, OREGON 97223

PREPARED BY:

ANDERSON EXCHANGEEDING & SURVEYONG

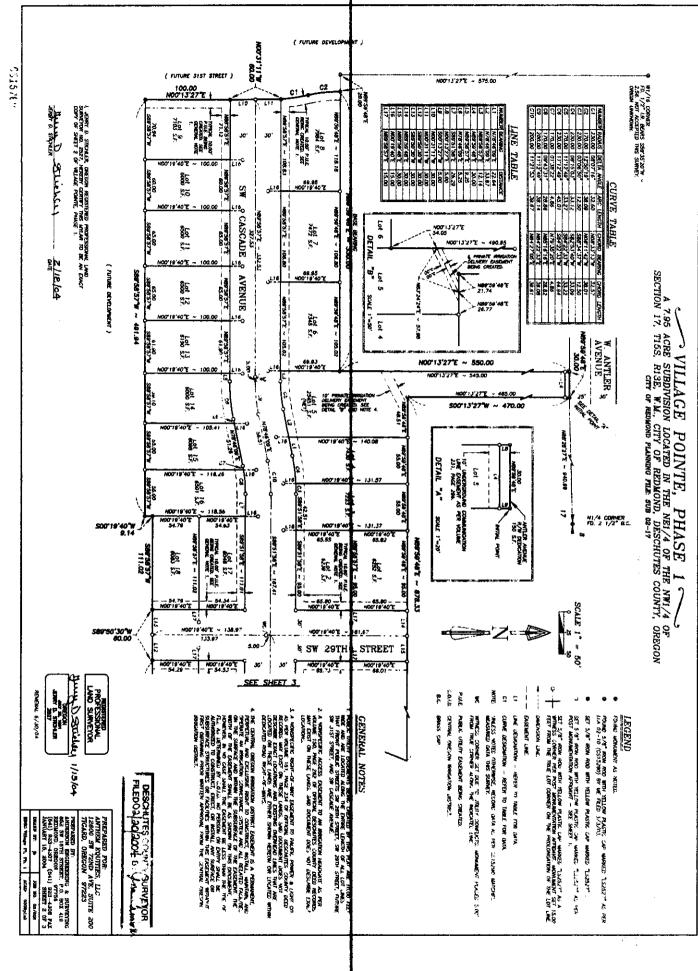
OAZ SW 15774 STREET, P.O. BOX 419

RECONDUC, DESCON STYTES

(541) 9424—9407 (541) 823—4308 PAX

ANTUARY 15, 2004 SHEET 1 OF 3

DESCHUTES COUNTY SURVEYOR



7-191