

95-00220

ORIGINAL

SEWER SERVICE AGREEMENT

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and **REMARKABLE PROPERTIES INC.**, hereinafter referred to as "USER" agree as follows:

GENERAL CONDITIONS

1. USER has received, read and understands City's Sewer Policy which is 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 sewer service to USER's property described on Exhibit "A" which is attached hereto and made part of this agreement.

1.2 USER understands that USER'S service is conditioned upon consenting to sign an annexation consent agreement, if USER'S property is outside of the City limits. USER hereby consents to the annexation of USER'S property when annexation shall be deemed appropriate by the City. USER shall also provide City with a separate consent on a form prepared by City.

1.3 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.

1.4 USER agrees to pay applicable sewer general benefit fees in accordance with City policies.

PROVISION OF SEWER SERVICES

2. Services shall be supplied only through facilities constructed and 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.

2.2 USER shall promptly pay all charges for City sewer services when due. Charges shall be as prescribed by the appropriate schedule and may be changed from time to time.

Return To:
City of Bend
Development Services
P.O. Box 431
Bend, OR 97701

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project #94-113 11-1-94
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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 sewer policy 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 sewer services at CITY'S sole discretion.

2.5 If USER'S property is outside the City and USER receives City sewer service, USER'S service may be terminated at anytime after three month's written notice.

2.6 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

EXTENSION OF WATER AND/OR SEWER FACILITIES

3. USER shall comply with the following conditions if service to USER'S property requires extension of sewer or water facilities.

3.1 USER agrees to perform all work necessary for the construction of the water and/or sewer facility 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. 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.

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.

ORIGINAL

- 3.4 City will charge appropriate fees for services rendered to USER.
- 3.5 USER agrees to obtain 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".

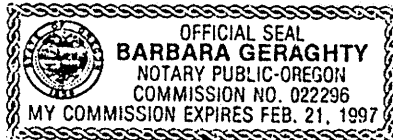
DATED this 12th day of December, 19 94.

REMARKABLE PROPERTIES INC.

BY: Renee Sans per Itreas
 Mark Cassin, President Renee Sans, Secretary/Treasurer

STATE OF OREGON)
)ss
 County of Deschutes)

This instrument was acknowledged before me on 12-16-94
 by Renee Sans.



Barbara Geraghty
 NOTARY PUBLIC FOR OREGON
 My commission Expires: 2-21-97

CITY

Anthony D. Turicco
 DEVELOPMENT SERVICES

ORIGINAL

Engineering Fees

Water plan review submittal
 Water line fee 821 ft x \$1.10/ft (\$1.65/ft*)
 Fire service/hydrant fee 3 x \$165.00 per service/hydrant
 Water service tap inspection

EW \$ 275.00
 EW \$ 1,354.65
 EW \$ 495.00
 EW \$ _____

Sewer plan review submittal
 Sewerline inspection fee 472 ft x \$1.10/ft (\$1.65/ft*)
 Manhole fee, # of manholes 2 x \$55.00/manhole
 Sewer tap inspection
 Sewer lift station telemetry

ES \$ 275.00
 EW \$ 778.80
 ES \$ 110.00
 ES \$ _____
 ES \$ _____

Street review submittal
 Street fee _____ lf x \$1.10/ft

ET \$ _____
 ET \$ _____

Final Plat Fees COUNTY

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

Partition Fees

Submittal fee \$275.00 + _____ lots x \$15.00/lot = _____

TOTAL FINAL PLAT & PARTITION FEES

STREET 20% EF \$ _____
 WATER 50% EP \$ _____
 SEWER 30% EO \$ _____

SYSTEM DEVELOPMENT CHARGES *

Sewer System: _____ ERU's x \$ _____/ERU

Water System: _____ ERU's x \$ _____/ERU
 _____ water service
 _____ fire service
 _____ meter deposit

SW \$ _____
 WA \$ _____
 WA \$ _____
 WA \$ _____
 RD \$ _____

MISCELLANEOUS

Recording and/or agreement processing

RF \$ 290.00

_____ recovery, project # _____

\$ _____

Warranty cash deposit

Accounting P# _____

\$ _____

DATE PAID 2/16/94 RECEIPT # 7142

TOTAL DUE \$ 3,578.45

* Charges if property is outside City limits

SURVEYOR'S CERTIFICATION

I, PHILIP R. BALDNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY STATE THAT THIS SURVEY WAS PERFORMED BY ME, OR UNDER MY DIRECTION IN COMPLIANCE WITH OREGON REVISED STATUTES CHAPTERS 92, 93 AND 209 IN OCTOBER, 1994, AT THE REQUEST OF MARK CASSIN, REMARKABLE PROPERTIES INC., AND THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THIS PLAT OF "WISHING WELL, PHASE III", BEING A PORTION OF TRACT 1, WISHING WELL, PHASE II IN A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THAT A 3" ALUMINUM CAP STAMPED LS 1842 EXISTS AT THE INITIAL POINT AND THE PROPERTY PLATTED IS DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 1 WISHING WELL, PHASE II IN A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3" DESCHUTES COUNTY ALUMINUM CAP STAMPED LS 1842 AT THE CORNER OF SECTIONS 15, 18, 21 & 22, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT 1, WISHING WELL, PHASES I & II AND THE "INITIAL POINT" FOR THIS PLAT; THENCE NORTH 00°11'40" WEST 791.88 FEET TO A 5/8" IRON ROD, NO CAP AND BENT ON THE SOUTHERLY RIGHT-OF-WAY OF MORNINGSTAR DRIVE; THENCE FOLLOWING THE SAID SOUTHERLY RIGHT-OF-WAY:

NORTH 83°05'22" WEST, 838.19 FEET TO THE NORTHWEST CORNER OF LOT 10 OF "WISHING WELL, PHASE II";

THENCE LEAVING SAID RIGHT-OF-WAY AND FOLLOWING THE EASTERLY AND SOUTHERLY BOUNDARY OF LOTS 10 & 13 THRU 18, WISHING WELL, PHASE II THE FOLLOWING SEVEN COURSES AND ONE CURVE:

SOUTH 04°39'04" WEST, 138.54 FEET;
ALONG A 275.00 FOOT RADIUS CURVE LEFT 41.18 FEET,
(CHORD BEARS SOUTH 80°46'50" WEST, 41.14 FEET);
SOUTH 12°53'03" WEST, 108.51 FEET;
NORTH 85°43'42" WEST, 23.01 FEET;
SOUTH 52°48'09" EAST, 280.48 FEET;
NORTH 37°11'51" WEST, 38.21 FEET;
SOUTH 52°48'09" WEST, 87.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF WISHING WELL LANE;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY SOUTH 52°48'09" WEST, 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY FOR WISHING WELL LANE; THENCE FOLLOWING LOT 13 THRU 18, WISHING WELL, PHASE I, THE FOLLOWING THREE COURSES:

SOUTH 37°11'51" EAST, 38.21 FEET;
SOUTH 52°30'00" WEST, 191.50 FEET;
NORTH 80°37'45" WEST, 158.77 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "HWA";

THENCE SOUTH 00°01'04" WEST, 238.82 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "HWA"; THENCE NORTH 89°59'25" EAST 1314.24 FEET TO THE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIPTION, CONTAINING 18.017 ACRES MORE OR LESS.

SUBJECT TO: ALL EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BY: PHILIP R. BALDNER PLS 2489

DATE:

DECLARATION:

REMARKABLE PROPERTIES INC., AN OREGON CORPORATION AS OWNER IN FEE SIMPLE OF THE LAND ON THIS PLAT OF "WISHING WELL, PHASE III" AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREUNTO ATTACHED, HAVE CAUSED SAID LAND TO BE PLATTED AS SHOWN ON THIS PLAT AND DECLARE THE PLAT OF "WISHING WELL, PHASE III" TO BE A CORRECT PLAT AS LOCATED IN TRACT 1, WISHING WELL, PHASE II IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON AND ANN MAROE, BENEFICIARY UNDER DEED OF TRUST, DATED OCTOBER 20, 1993, RECORDED OCTOBER 21, 1993, VOLUME 318, PAGE 0907, DESCHUTES COUNTY OFFICIAL RECORDS HEREBY CONSENT TO PLATTING OF "WISHING

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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

95 JAN -4 AM 8:26

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *Wallace* DEPUTY

NO. 95-00220

FEE 2500

DESCHUTES COUNTY OFFICIAL RECORDS