

1 SUBDIVISION AGREEMENT

2 concerning a subdivision known as:

3 QUAIL MEADOW NO. 2

4 This Agreement, made and entered into this 14<sup>th</sup> day of July, 1989, by and  
5 between the City of Newberg, a municipal corporation of the State of Oregon,  
6 hereinafter referred to as the "City", and Park West Properties, Inc.,  
7 hereinafter referred to as the "Subdivider".

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9 NOW, THEREFORE, in consideration of the City accepting the plat for the above  
10 named subdivision, the Subdivider and the City agree as follows, to-wit:

- 11 1. To complete all improvements in the subdivision as specified in Exhibit One,  
12 which by this reference is made a part, hereof, in accordance with Ordinance  
13 No. 1950 of the City and all appropriate ordinances and regulations of the  
14 City and further in accordance with the Subdivider's plans and  
15 specifications, which have been approved in writing by the Director of  
16 Public Works and by this reference made a part, hereof.
- 17 2. The Subdivider shall complete all improvements in the subdivision on or  
18 before July, 1990, excepting sidewalks.
- 19 3. Water and sewer hookup and development fees shall be charged in accordance  
20 with the appropriate City ordinances and resolutions.
- 21 4. The Subdivider agrees to pay to the City an Engineering fee to cover final  
22 review and inspections required in connection with the improvements. The  
23 Engineering fee shall have been paid prior to the signing of this agreement  
24 by the City. The amount of the Engineering fee shall be five percent of the  
25 total cost of all the improvements, which amount shall be \$ 9,127.15.

1 5. The Subdivider shall furnish to the City a surety bond or other security  
2 acceptable to the City in the amount of \$182,543.00, if the plat is filed  
3 prior to acceptance of the improvements.

4 6. The subdivider shall furnish to the City a maintenance bond or other  
5 security in the amount of \$182,543.00. The term of this bond shall be one  
6 year from the date of City acceptance of improvements.

7 7. The Subdivider agrees to pay to the City a public land payment in accordance  
8 with Section 65 of Ordinance No. 1950. The public land payment shall be  
9 payable in cash and paid to the City prior to the signing of this agreement.  
10 The amount of the public land payment shall be \$8,400.00.

11 8. The Subdivider shall stake all corners of each lot after completion of all  
12 construction on lot. Said stakes shall be visible to the buyer of each  
13 lot.

14 9. This Agreement shall be filed in the Yamhill County Deed Records and the  
15 Subdivider shall pay the cost of recording, which shall be charged at the  
16 currently applicable rate.

17 OTHER CONDITIONS

18 10. The City shall pay for the water line upsizing cost in the amount of  
19 \$8,516.00. This amount shall be paid to the subdivider upon City  
20 acceptance of the improvements. The engineering, project administration,  
21 permits and additional costs that may arise in the course of constructing  
22 these items shall be borne by the developer.

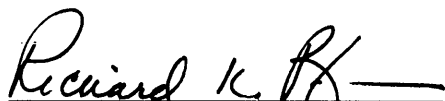
23 11. The subdivider agrees to pay to the City a plat check fee of \$240.00. This  
24 fee is to be paid at the time of submitting the final plat.  
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1 SUBDIVIDER

CITY OF NEWBERG

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Richard K. Brown, President  
Park West Properties, Inc.

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Duane R. Cole  
City Manager

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Bert Teitzel  
Director of Public Works

15 APPROVED AS TO FORM

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Terrence D. Mahr, City Attorney

EXHIBIT ONE

Subdivision Agreement Concerning Quail Meadow Subdivision Phase Two

Subdivider agrees to complete the following improvements, to-wit:

- a. Street - Subdivider will construct and complete all streets in accordance with plans and specifications for subdivision.
- b. Monuments - Subdivider will install all monuments required by the final plat of the subdivision in accordance therewith.
- c. Storm Sewers - Subdivider will construct and install all storm sewers required by plans and specifications strictly in accordance therewith.
- d. Sanitary Sewers - Subdivider will construct, install and complete all sanitary sewers, including individual house sewers to property line, as shown by plans and specifications. All installations shall be in accordance with plans and specifications.
- e. Water Facilities - Subdivider will construct, install and complete all water mains, water lines and fire hydrants, including all side mains taking water service to the property line as shown by plans and specifications.
- f. Sidewalks - Subdivider will construct and complete all sidewalks shown by plans and specifications; provided, however, that such sidewalks shall be installed in front of each lot when the residence thereon is constructed.
- g. Lighting - Subdivider will install street lighting throughout the subdivision with underground wiring and all fixtures mounted on aluminum poles. All poles, lights and related equipment shall be provided by the Subdivider. The materials and installation shall meet the approval of the City Engineer.
- h. Signs - Subdivider shall provide and install metal street signs as approved by the Director of Public Works.

Subdivider