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SUBDIVISION AGREEMENT

concerning a subdivision known as:

Prospect Park

This Agreement, made and entered into this 3rd day of JUNE, 1991, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter referred to as the "City", and Douglas C. Harnar, Julie A. Harnar, and Pacific Empire Builders, Inc., hereinafter referred to as the "Subdivider".

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

1. To complete all improvements and conditions in the subdivision as specified in this Agreement and the site improvement plans (Exhibit A), which shall be referenced by exhibit and made a part, hereof, in accordance with Ordinance No. 1950 of the City and all appropriate ordinances and regulations of the City and further in accordance with the Subdivider's plans and specifications, which have been approved in writing by the Director of Public Works and by this reference made a part, hereof.
2. The Subdivider shall complete all improvements in the subdivision on or before June 15, 1992, excepting sidewalks which are to be constructed at the time dwellings are constructed on the lots in the subdivision.
3. Water and sewer hookup and development fees shall be charged in accordance with the appropriate City ordinances and resolutions.
4. The Subdivider agrees to pay to the City an Engineering fee to cover final review and inspections required in connection with the improvements. The amount of the Engineering Fee shall be the actual cost incurred by the City for providing these services. Five percent of the total cost of all improvements, which is \$10,579.34 shall be paid prior to signing this

agreement. Upon completion of the improvements, the actual Engineering Fee shall be calculated. The Subdivider will either be refunded the unused portion or be billed for the balance due.

5. The Subdivider shall furnish to the City a surety bond or other security in the amount of \$211,587.00, if the final subdivision plat is filed prior to completion of the improvements. The Subdivider shall furnish to the City a maintenance bond in the amount of \$211,587.00 after the completion of the improvements and prior to the filing of the subdivision.

6. The Subdivider agrees to pay to the City a public land payment in accordance with Section 65 of Ordinance No. 1950. The public land payment shall be payable in cash and paid to the City prior to signing of this agreement. The amount of the public land payment shall be \$7,500.00.

7. The Subdivider shall mark all corners of each lot after completion of all construction on lot. Said stakes shall be visible to the buyer of each lot.

8. This Agreement shall be filed in the Yamhill County Deed Records and the Subdivider shall pay the cost of recording.

9. 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.

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 along all street frontage when the residence thereon is constructed.

g. Lighting - Subdivider will install sodium vapor type street lighting throughout the subdivision with underground wiring and all fixtures mounted on fiberglass 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.

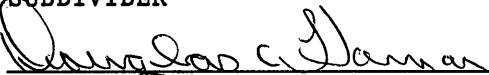
OTHER CONDITIONS

10. The Subdivider agrees to pay the City for the construction of water lines to the property through the Parkway Subdivision Local Improvement District in the amount of \$7,500.00 prior to the commencement of construction.

11. The Subdivider agrees to pay to the City a fee in the amount of \$225.00 for a subdivision plat check per ORS 92.100.

12. The date of the Agreement shall be the date the Mayor and the Recorder sign and affix the Seal of the City in execution of this Agreement, all in duplicate.

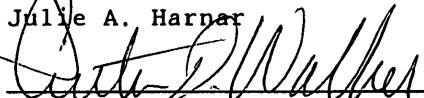
SUBDIVIDER



Douglas, C. Harnar

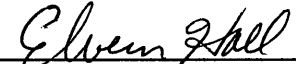


Julie A. Harnar

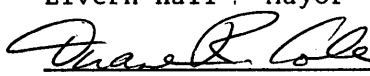


Pacific Empire Builders
by Curtis D. Walker

CITY OF NEWBERG

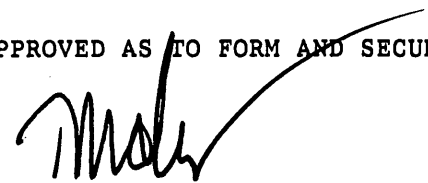


Elvern Hall - Mayor



Duane R. Cole, - Recorder

APPROVED AS TO FORM AND SECURITY



Terry Mahr, City Attorney