

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1325

SUBDIVISION COMPLIANCE AGREEMENT
MEADOWS SUBDIVISION

THIS AGREEMENT made and entered into this 18th day of August, 1993, by and between the CITY OF NEWBERG, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as CITY and LEGACY DEVELOPMENT CORPORATION, hereinafter referred to as SUBDIVIDER.

R E C I T A L S

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "THE MEADOWS" located in the City of Newberg, Oregon.

2. The CITY's subdivision ordinance and applicable ordinances and laws of the CITY, require that the SUBDIVIDER execute and file with the CITY an agreement providing for, among other things, the period within which all required improvements shall be made within said subdivision and that if such work is not completed within the period specified, the CITY may complete the same and recover the full cost and expenses thereof from the SUBDIVIDER.

3. The CITY is agreeable to acceptance of said subdivision plat upon the execution of this agreement and compliance by the SUBDIVIDER with the provisions of the CITY subdivision ordinance, as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

1. The SUBDIVIDER agrees to install all of the required public improvements as provided in the CITY subdivision ordinance and binds itself to use such materials and to so construct all of the improvements according to CITY standards as defined by the applicable ordinances, the approved construction plans, and the rules and regulations of the CITY as shown on the subdivision plat.

2. The SUBDIVIDER agrees to provide for the restoration of any monuments erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged or obliterated, removed or destroyed, whether willfully or not, by the SUBDIVIDER, its agents, employees or contractors.

3. If the subdivision plat is recorded prior to completion and acceptance of all improvements and conditions of approval: The SUBDIVIDER agrees that all of said public improvements shall be completed on or before the 1st day of October, 1993; the SUBDIVIDER agrees that in case it shall abandon the work or fail to make satisfactory progress on the work, the CITY may cause the work to be completed by contract or by its own forces; the SUBDIVIDER shall be liable to the CITY for any and all loss and damage from such default, either from the greater expense of so completing or repairing faulty or damaged work, or from any other related course; and upon execution of this agreement, the SUBDIVIDER shall deliver to the CITY a bond for the purposes assuring SUBDIVIDER's full and faithful completion of the required improvements within said subdivision. The amount of the bond is to be 150% of the estimated \$190,000 construction cost.

4. At such time as all required improvements, except sidewalks and miscellaneous improvements, within the subdivision, have been completed in accordance with the CITY's requirements, the SUBDIVIDER shall notify the CITY of the readiness for final inspection. Upon certification by the City Engineer that all requirements of the CITY have been met, the SUBDIVIDER will submit to the CITY a maintenance bond or other such security in a form approved by the CITY in the sum of 15% of the total public improvement costs to provide for the correction of any defective materials or workmanship for a period of one (1) year after final acceptance as defined by CITY ordinances.

5. The SUBDIVIDER agrees that sidewalks and miscellaneous improvements within said subdivision shall be completed no later than the time that such buildings are erected upon lots in the subdivision and occupancy permits are issued. Occupancy permits for said buildings may be withheld pending completion of sidewalks and miscellaneous improvements.

6. The conditions, covenants and restrictions, if any, shall be approved by the CITY and recorded prior to the sale of any lots.

7. The CITY agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

- (a) That all required subdivision improvements have been constructed in accordance with applicable CITY standards;
- (b) SUBDIVIDER has fulfilled the requirements of the CITY's subdivision ordinance;
- (c) SUBDIVIDER has provided a copy of the recorded maintenance agreement for any common improvements that are not accepted for maintenance by the CITY;
- (d) SUBDIVIDER has provided a maintenance bond or other form of security as indicated in paragraph 4;
- (e) The water and sewer development fees will be charged in accordance with the appropriate CITY ordinances and resolutions at the time that the building permits are issued for each additional lot;
- (f) SUBDIVIDER agrees to pay an engineering fee to cover final review and inspection requiring connection to the improvements. The estimated cost of the improvement, based on the engineer's estimate, is \$190,000.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is \$9,500.00. The actual engineering costs shall be calculated at the end of the project and any difference will be refunded or charged as appropriate.
- (g) SUBDIVIDER shall provide accurate as-built construction plans to the Engineering Department.
- (h) SUBDIVIDER has signed a waiver of right to remonstrate against future street and utility improvements projects for N. College Street (Hwy 219). The street and utility assessment for N. College St. improvements, adjacent to "THE MEADOWS SUBDIVISION", shall be equally shared among each of the 25 lots in this phase of the subdivision. The waiver of right to remonstrate shall be recorded and appear in the deed of each lot in the subdivision.
- (i) SUBDIVIDER agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat.

9. The date of this agreement shall be the date the City Manager and the Recorder sign and affix the seal of the CITY in execution of said agreement, all in duplicate.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

CITY OF NEWBERG

SUBDIVIDER

Legacy Development Corporation



Duane R. Cole
City Manager



By: Grady R. Brown
President

APPROVED AS TO FORM



Terrence D. Mahr
City Attorney