

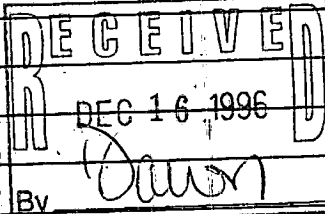
Merry Christmas....



Peggy-

12/13/96

Original for
your files



Tabbi



LAZERQUICK®

3300 Portland Rd. • Newberg, OR 97132
(503) 537-0824 • FAX (503) 537-0973

SUBDIVISION COMPLIANCE AGREEMENT

OAK KNOLL SUBDIVISION PHASE 2

RECEIVED SEP 19 1996

THIS AGREEMENT made and entered into this 17th day of September, 1996, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **WILLAMETTE HILLS ASSOCIATES, LLC**, hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "OAK KNOLL SUBDIVISION PHASE 2" 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. The Subdivider is eligible for oversizing cost reimbursement for streets and utilities, (i.e. Highway 219 widening in residential zone, Foothills Drive widening and water main upsizing).

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, 1996**; 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 **\$194,240.00** construction cost.

4. At such time as all required improvements, except sidewalks along the vacant parcels and miscellaneous improvements, within the subdivision, have been completed in accordance with the **CITY**'s requirements, the **SUBDIVIDER** shall serve written notification to 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;

After recording return to:
City of Newberg, Engineering Dept.
414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



20.00

199620166 09:30am 12/11/96

1-SUBDIVISION AGREEMENT
OAK KNOLL SUBDIVISION PHASE 2

001 040378 10 04 000200
1 0 D02 2 10.00 10.00 0.00 0.00 0.00 0.00

NORTHWEST TITLE COMPANY

- (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** has paid 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 **\$194,240.00**. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is **\$9,712.00**.
- (g) **SUBDIVIDER** shall provide accurate as-built construction plans to the Engineering Division.
- (h) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat.
- (i) A signalization fee, in the amount of \$205.00, will be charged on each lot at the time that building permits are issued.

8. The date of this agreement shall be the date the City Recorder signs and affix the seal of the **CITY** in execution of said agreement.

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

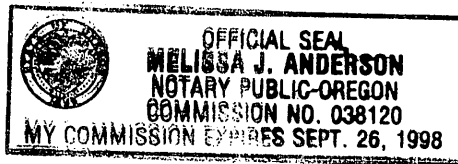
SUBDIVIDER

WILLAMETTE HILLS ASSOCIATES, LLC

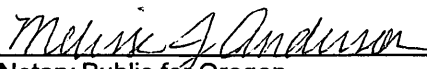

By: **A. Paul Brenneke, President**

(CORPORATE ACKNOWLEDGEMENT)

State of Oregon)
County of ~~Yamhill~~ Multnomah)



This instrument was acknowledged before me this 29 day of August, 1996, by **A. Paul Brenneke**, known by me to be president of **Willamette Hills Associates, LLC**.


Notary Public for Oregon
My Commission Expires: 9/26/98

CITY OF NEWBERG


Duane R. Cole
City Recorder

APPROVED AS TO FORM


Terrence D. Mahr
City Attorney

K:\WP\TABBY\AGRE-EAS.MNT\OAKNOLL2.AGR

- (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** has paid 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 **\$329,879.00**. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is **\$16,493.95**;
- (g) **SUBDIVIDER** shall provide accurate as-built construction plans to the Engineering Division;
- (h) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;
- (i) A signalization fee, in the amount of \$205.00, will be charged on each lot at the time that building permits are issued.

8. The date of this agreement shall be the date the City Recorder signs and affix the seal of the **CITY** in execution of said agreement.

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

SUBDIVIDER

PC Development, Inc. dba
Raintree Development Company

Robert N. McDougald
Robert N. McDougald, President of
Raintree Development Company.

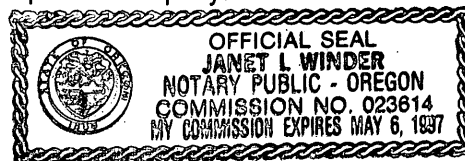
State of Oregon)

County of Yamhill)

:s.s.

This instrument was acknowledged before me this 27th day of November, 1996, by Robert N. McDougald to me known to be president of Raintree Development Company.

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5/6/97



SUBDIVIDER

PC Development, Inc. dba
Raintree Development Company

Robert H. Huntington, _____ of
PC Development, Inc.

State of Oregon)

County of _____)

:s.s.

This instrument was acknowledged before me this ____ day of _____, 1996, by Robert H. Huntington to me known to be _____ of PC Development, Inc.

Notary Public for Oregon
My Commission Expires: _____

After Recording, return to:
City of Newberg
Engineering Division
414 E. First Street
Newberg, Oregon 97132

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2/4

OWNERS OF PROPERTY

(a) _____ is the owner of all or a portion of the property known as Oak Knoll Subdivision Phase 3. Owner agrees to be bound by all terms and conditions of this Subdivision Agreement to the same extent, and under the same conditions as Subdivider. Further, owner agrees that CITY may enter and remain upon the property that is known as Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Owner agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

A. Paul Brenneke

State of Oregon)
)s.s.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 1996, by A. Paul Brenneke.

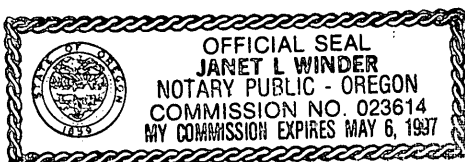
Notary Public for Oregon
My Commission Expires _____

(b) Mart Storm is the owner of all or a portion of the property known as Oak Knoll Subdivision Phase 3. Owner agrees to be bound by all terms and conditions of this Subdivision Agreement to the same extent, and under the same conditions as Subdivider. Further, owner agrees that CITY may enter and remain upon the property that is known as Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Owner agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

Mart M. Storm
Mart M. Storm

State of Oregon)
)s.s.
County of Jefferson)

This instrument was acknowledged before me on this 27 day of November, 1996, by Mart Storm.



Janet L. Winder
Notary Public for Oregon
My Commission Expires 5/6/97

After Recording, return to:
City of Newberg
Engineering Division
414 E. First Street
Newberg, Oregon 97132

K:\WP\COMMON\OAKNOLL3.AGR

**SUBDIVISION COMPLIANCE AGREEMENT
OAK KNOLL SUBDIVISION PHASE 3**

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1532

THIS AGREEMENT made and entered into this 27 day of November, 1996, by and between the CITY OF NEWBERG, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as CITY and PC DEVELOPMENT, INC, AN OREGON CORPORATION DBA RAINTREE DEVELOPMENT COMPANY hereinafter referred to as SUBDIVIDER.

RECITALS

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "OAK KNOLL SUBDIVISION PHASE 3" located in the City of Newberg, Oregon. Instrument #199621033

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 July, 1997; 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 cost of the unfinished work.

4. At such time as all required improvements, except sidewalks along the vacant parcels and miscellaneous improvements, within the subdivision, have been completed in accordance with the CITY's requirements, the SUBDIVIDER shall serve written notification to 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;

After Recording, return to:
City of Newberg
Engineering Division
414 E. First Street
Newberg, Oregon 97132

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK



45.00

199621034 3:17pm 12/26/96

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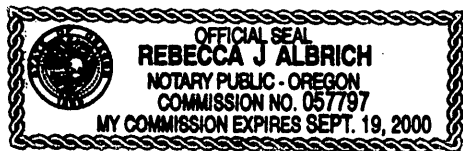
OWNERS OF PROPERTY

(a) A. Paul Brenneke is the owner of all or a portion of the property known as Oak Knoll Subdivision Phase 3. Owner agrees to be bound by all terms and conditions of this Subdivision Agreement to the same extent, and under the same conditions as Subdivider. Further, owner agrees that CITY may enter and remain upon the property that is known as Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Owner agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

APB
A. Paul Brenneke

State of Oregon)
)s.s.
County of Multnomah

This instrument was acknowledged before me on this 27th day of November, 1996, by A. Paul Brenneke.



Rebecca J. Albrich
Notary Public for Oregon
My Commission Expires Sept. 19, 2000

(b) _____ is the owner of all or a portion of the property known as Oak Knoll Subdivision Phase 3. Owner agrees to be bound by all terms and conditions of this Subdivision Agreement to the same extent, and under the same conditions as Subdivider. Further, owner agrees that CITY may enter and remain upon the property that is known as Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Owner agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

State of Oregon)
)s.s.
County of _____)

Mart M. Storm

This instrument was acknowledged before me on this ____ day of _____, 1996, by Mart Storm.

Notary Public for Oregon
My Commission Expires _____

BENEFECIARIES OF TRUST DEED

(a) Cupertino National Bank, as custodian for the Allison Rubenstein IRA, as beneficiary of a certain Trust Deed, dated August 12, 1996, agrees to be bound by all the terms and conditions of this Subdivision Agreement the same extent and conditions as Subdivider. Further, Beneficiary agrees that the City may enter and remain upon the property that is known as the Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Beneficiary agrees to be bound by any amendment or extension of the Subdivision Agreement and waives any notice of such.

CUPERTINO NATIONAL BANK as Custodian
for the Allison Rubenstein IRA

By: X

Its ✓

By Authority of Cupertino National Bank

State of California)
~~Oregon~~) s.s.
County of ✓)

This instrument was acknowledged before me on this ✓ day of _____, 1996, by

Notary Public for ~~Oregon~~ California
My Commission Expires ✓

(b) Pacific One Bank, Beneficiary of Trust Deed dated September 18, 1996, agrees to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiary agrees that the City may enter and remain upon the property that is known as Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Beneficiary agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

Pacific One Bank

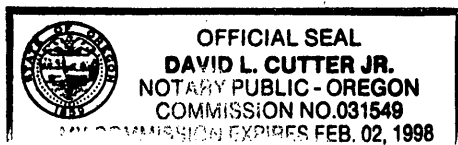
By: [Signature]

Its Sr. Vice President

By Authority of _____

State of Oregon)
County of Mulchmanah) s.s.

This instrument was acknowledged before me on this 27th day of November, 1996, by
Fred W. Bergemann



CITY OF NEWBERG

[Signature]
Duane R. Cole
City Recorder

[Signature]
Notary Public for Oregon
My Commission Expires Feb 02, 1998

APPROVED AS TO FORM

[Signature]
Terrence D. Mahr
City Attorney

After Recording, return to:
City of Newberg
Engineering Division
414 E. First Street
Newberg, Oregon 97132

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5/7

BENEFICIARIES OF TRUST DEED

(a) Cupertino National Bank, as custodian for the Allison Rubenstein IRA, as beneficiary of a certain Trust Deed, dated August 12, 1996, agrees to be bound by all the terms and conditions of this Subdivision Agreement the same extent and conditions as Subdivider. Further, Beneficiary agrees that the City may enter and remain upon the property that is known as the Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Beneficiary agrees to be bound by any amendment or extension of the Subdivision Agreement and waives any notice of such.

CUPERTINO NATIONAL BANK as Custodian
for the Allison Rubenstein IRA

By: X Debra Reed
Its ✓

By Authority of Cupertino National Bank

DEBRA REED
VICE PRESIDENT AND
SENIOR TRUST OFFICER

State of California)
~~Oregon~~) s.s.
County of ✓)

This instrument was acknowledged before me on this ✓ day of ✓, 1996, by

Notary Public for Oregon California
My Commission Expires ✓

(b) Pacific One Bank, Beneficiary of Trust Deed dated September 18, 1996, agrees to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiary agrees that the City may enter and remain upon the property that is known as Oak Knoll Subdivision Phase 3 in order to carry out any terms and conditions of this Subdivision Agreement. Further, Beneficiary agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

Pacific One Bank

By: [Signature]
Its S. Vice President
By Authority of ✓

State of Oregon)
) s.s.
County of Multnomah

This instrument was acknowledged before me on this 27th day of November, 1996, by
Fred W. Bergemann.



CITY OF NEWBERG

[Signature]
Diane R. Cole
City Recorder

David L. Cutter Jr.
Notary Public for Oregon
My Commission Expires Feb 02, 1998

APPROVED AS TO FORM

[Signature]
Terrence D. Mahr
City Attorney

After Recording, return to:
City of Newberg
Engineering Division
414 E. First Street
Newberg, Oregon 97132

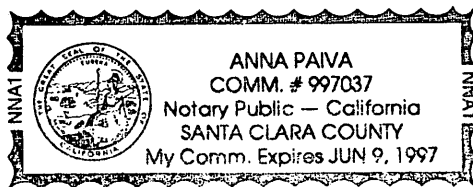
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10/7

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara
On 12/2/96 before me, Anna Paiva Notary Public
Date Name and Title of Officer (e.g., "Jané Doe, Notary Public")
personally appeared Debra Reed
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/(he)/their authorized capacity(ies), and that by his/(he)/their signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.



WITNESS my hand and official seal.

Anna Paiva

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Beneficiaries of Trust Deed
Document Date: 11/27/96 Number of Pages: 4
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Debra Reed

- ☐ Individual
☒ Corporate Officer
Title(s): VP & Sr. Trust Officer
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

CNB Custodian For
the Allison Rubenstein
IRA

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

7/5