

NOTE FROM TABRINA

TO: *Peggy*

DATE: *2/7/97*

	<i>For your information</i>		<i>Please note and return</i>
	<i>For your signature</i>		<i>For your files</i>
	<i>Please take action</i>		<i>Would like to see you</i>

REMARKS:

*Original for your
files - Subdivision
Agreement to follow.*

**OVERSIZING AGREEMENT
MEADOWS PHASE IV**

THIS AGREEMENT made and entered into this 30th day of December, 1996, by and between the following parties:

CITY OF NEWBERG,
an Oregon Municipal Corporation
414 E. First Street
Newberg, Oregon 97132

FAR WEST DEVELOPMENT CORP.,
an Oregon Corporation
P.O. Box 490
Newberg, Oregon, 97132

"CITY"

"DEVELOPER"

RECITALS:

1. The City of Newberg has a Transportation System Plan. Section 5 of the Transportation System Plan provides that the City will pay the cost of oversizing collector and arterial streets wider than the current streets and for those projects identified in the Transportation System Plan.
2. North Main Street in the Meadows Phase IV Subdivision qualifies for this "oversizing" cost reimbursement by the City.
3. The Developer has submitted a cost estimate on the oversizing.
4. All oversizing reimbursements are subject to the funds budgeted and available by the City of Newberg.

NOW THEREFORE, the parties agree as follows:

1. The Meadows Phase IV Tentative Plan (1992) ("Plan") calls for oversizing of beyond standard street size of North Main Street.
2. The Developer shall build the street in accordance with the Plan and will result with the street being built beyond the normal street, wider than the current street width.
3. The Developer has submitted engineering calculations of the cost of submitting the plans for the oversizing of the streets.
4. The City has reviewed the Plan, agreed to it as to form and further agrees to pay the Developer \$23,853.55 as the cost for the oversizing. This amount is the total and complete cost for the oversizing.
5. The above amount shall be paid to the Developer when funds are available out of the budget year 1997-98 beginning no earlier than July 1, 1997. Such funds shall be paid pending availability of the funds of the City.
6. The City shall inspect all work done in connection with the subdivision. The oversizing payment shall be made after all work is completed and accepted by the City. In addition, the

funds shall be paid in accordance with paragraph 5 above.

7. This is the total and complete agreement. This Agreement may be modified by consent of the parties.

8. The City is an Oregon municipal corporation and is subject to the Oregon State Budget Laws. This Agreement is subject to all restrictions and regulations in accordance with said budget laws. If any part of this Agreement cannot be fulfilled due to the regulations and/or restrictions in the Budget Laws, or available funds, budget law or available funds, an extension may be granted until such time when funds are legally available.

AGREED TO BY THE PARTIES:

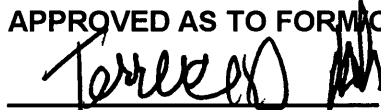
**CITY OF NEWBERG,
an Oregon Municipal Corporation**

 2/6/97
Duane R. Cole Date
City Manager

**FAR WEST DEVELOPMENT CORP.,
an Oregon Corporation**

 12-30-97
Marc Willcuts Date
President

APPROVED AS TO FORM/CONTENT:

 2/6/97
Terrence D. Mahr Date
City Attorney