

INTERNAL ROUTING SLIP

FROM: Tabbi **DATE:** 2/19/97

☐ DUANE R. COLE, City Mgr
☐ TERRENCE MAHR, City Atty.
☒ Peggy Hall, Paralegal
☐ KATHY TRI, Fin. Director
☐ Diane Padilla, Asst Fin. Dr.
☐ Pauline Maben, Sr Acct Clk
☐ MICHAEL SHERMAN, FD Chief
☐ LEAH GRIFFITH, Librarian
☐ Carol Foutts, Asst. Lib.
☐ ROBERT TARDIFF, PD Chief

☐ GREG SCOLES, Com. Dev. Dir
☐ Larry Anderson, Eng. Mgr.
☐ Darla Baldoni, Office Mgr.
☐ Michael Hailey, Bldg. Off.
☐ John Knight Planning Mgr.
☐ Alan Lee, Oper. Sup.
☐ Chuck Liebert, Utly. Mgr.
☐ Barb Mingay, Plan. Tech
☐ Russ Thomas, Maint. Sup.
☐ Hal Turpen, PW Sup.

☐ (Other) _____

*Original for your
file.*

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1542

SUBDIVISION COMPLIANCE AGREEMENT
THE MEADOWS NO. 4 SUBDIVISION

THIS AGREEMENT made and entered into this ^{30th} day of December 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 **MARC WILLCUTS AND DOUG PETERSEN**, hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "THE MEADOWS NO. 4 SUBDIVISION" 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, 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 **\$176,322.50** 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 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.

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

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



25.00

199702417 4:12pm 02/14/97

001 043094 10 04 000200

1 0 D02 3 15.00 10.00 0.00 0.00 0.00 0.00

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 \$176,322.50. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is \$8,816.13. 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 relocate a public sewer easement from the west boundary to the east boundary of the subdivision.
- (h) SUBDIVIDER shall provide accurate as-built construction plans to the Engineering Division.
- (i) SUBDIVIDER agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat.

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.

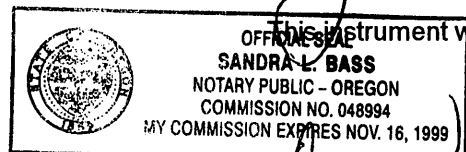
SUBDIVIDER

Marc Willcuts

Doug Petersen

State of Oregon)

County of)



State of)

County of)

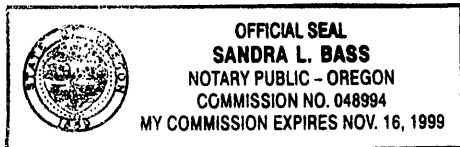
This instrument was acknowledged before me this 30th day of December, 1996, by Marc Willcuts.

Notary Public for Oregon

My Commission Expires: 11/16/99

State of)

County of)



CITY OF NEWBERG

Duane R. Cole, City Manager

This instrument was acknowledged before me this 30th day of December, 1996, by Doug Petersen.

Notary Public for Oregon

My Commission Expires: 11/16/99

APPROVED AS TO FORM

Terry Mahr, City Attorney

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

BENEFICIARIES OF TRUST DEED

(A) JLZ, Inc. Pension Plan, c/o Pacific Northwest Funding, Inc., as Beneficiary, dated September 3, 1996, recorded September 9, 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 Meadows No. 4 Subdivision 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.

By: _____
Its Trustee

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

This instrument was acknowledged before me on this 30th day of January, 1996, by Howard J. Aaronson to me known to be the trustee of JLZ, Inc. Pension Plan.



Honey L. Hanson
Notary Public for Oregon
My Commission Expires 1/11/00

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