

**SUBDIVISION COMPLIANCE AGREEMENT
COTTONWOOD MEADOWS SUBDIVISION**

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1565

THIS AGREEMENT made and entered into this 14 day of Feb, 1997, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **JAMES R. MITCHELL** and **BOB G. MITCHELL** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as By 'Cottonwood Meadows' located in the City of Newberg, Oregon, more legally described on the attached Exhibit A as Parcel III.

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 **September, 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;
- (c) **SUBDIVIDER** has provided a copy of the recorded maintenance agreement for any common

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

C/O James R. Mitchell

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

25.00

199710254 11:18am 06/25/97

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1 0 D02 3 15.00 10.00 0.00 0.00 0.00 0.00

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** shall provide accurate as-built construction plans to the Engineering Division;
- (g) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;
- (i) **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 \$256,192.37. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is \$12,809.62.

8. The date of this agreement shall be the date the City Recorder signs on behalf of the City.

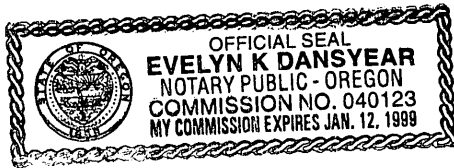
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

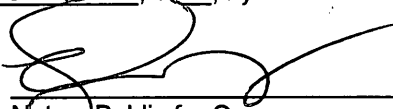
SUBDIVIDER


James R. Mitchell

State of OREGON)
) :S.S.
County of Linn)

This instrument was acknowledged before me this 14 day of Feb, 1997, by James R. Mitchell.




Notary Public for Oregon
My Commission Expires: 1-12-99

SUBDIVIDER


Bob G. Mitchell

State of OREGON)
) :S.S.
County of Linn)

This instrument was acknowledged before me this 14 day of Feb, 1997, by Bob G. Mitchell.

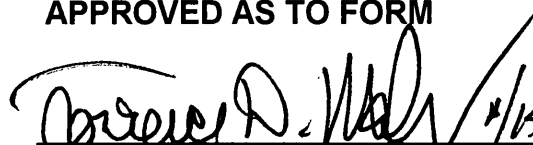



Notary Public for Oregon
My Commission Expires: 1-12-99

CITY OF NEWBERG


Duane R. Cole
City Recorder

APPROVED AS TO FORM


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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QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Dale Holiday, Trustee of the Holiday Living Trust, by Agreement dated December 21, 1992, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto James R. Mitchell and Bob G. Mitchell

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Yamhill, State of Oregon, described as follows, to-wit:

A tract of land in Section 7, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

All of that portion of Lots 11 and 12 of County Survey No. 147C, lying East of the following boundary line therein:

Beginning at a 5/8" iron rod on the West line of Barclay Farms subdivision, said iron rod bearing South 0°02'38" West 5.83 feet from the Northwest corner of Lot 6 in Block 1 of said Barclay Farms, said iron rod also marking the Northeast corner of Lot 12 on Yamhill County Survey 147-C; thence North 89°54'23" West along North line of said Lot 12 238.26 feet to a 5/8" iron rod marking the true point of beginning of the line; thence South 0°03'59" East 117.51 feet to a 5/8" iron rod; thence North 89°53'23" West 41.42 feet to a 5/8" iron rod; thence South 0°06'37" West 60.00 feet to a 5/8" iron rod; thence South 0°02'07" West 336.67 feet to a 5/8" iron rod; thence along a 270.00 foot radius curve to the right 13.32 feet to a 5/8" iron rod (chord bears North 80°24'02" West 13.32 feet); thence on a 330.00 foot radius curve to the left 60.84 feet to a 5/8" iron rod (chord bears North 84°16'03" West 60.74 feet); thence South 0°27'09" West 60.00 feet to a 5/8" iron rod; thence along a 270.00 foot radius curve to the right 2.89 feet to a 5/8" iron rod (chord bears South 89°14'29" East 2.88 feet); thence South 0°16'18" West 99.98 feet to a 5/8" iron rod being the terminus point and on the South line as described in a line agreement dated September 17, 1979 and recorded in film volume 145 on page 142 and per Yamhill csp 7153.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 9th day of June, 1997, if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

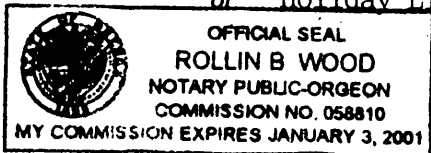
Dale Holiday Trustee
Dale Holiday, Trustee of Holiday Living Trust
by Agreement dated December 21, 1992

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on 19, 1997, by

This instrument was acknowledged before me on June 9, 1997, by Dale Holiday

as Trustee of Holiday Living Trust by Agreement dated December 21, 1992



Rollin B Wood
Notary Public for Oregon
My commission expires 1-3-01

Dale Holiday
2618 N CRATER LANE
Newberg, OR 97132
Grantor's Name and Address

James R. and Bob G. Mitchell
Grantee's Name and Address

After recording return to (Name, Address, Zip):
James R. Mitchell
P.O. Box 410
57 Paul Avenue 97137

Until requested otherwise send all tax statements to (Name, Address, Zip):
James R. and Bob Mitchell
cc: Chase

STATE OF OREGON, } ss.
County of } t

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK
35.00
199709620 2:12pm 06/13/97
001 10016204 10 04
1 0 D08 1 5.00 10.00 20.00 0.00 0.00 0.00

County affixed.

NAME TITLE
By , Deputy