

After Recording, return to:
City of Newberg
Engineering Division
Mail: 414 E. First Street
Street: 719 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



35.00

199814530 10:09am 07/29/98

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SUBDIVISION COMPLIANCE AGREEMENT

Kondraski Subdivision

Tax Lot No. 3220 CC 5800

Planning Division File #:S-14-97

THIS AGREEMENT made and entered into this 9th day of July, 1998, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **George O. Butcher** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Kondraski 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 remaining public improvements shall be completed on or before the **1st** day of **July, 1999**; 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 \$13,926.90 estimated cost of the unfinished work which amounts to \$20,890.35.

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.

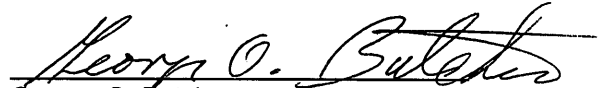
7. The **CITY** agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

- (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 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;
- (h) **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 contractor's bid dated April 22, 1998, is \$13,926.90. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is \$696.35.

Subdivision Agreement
Kondraski Subdivision
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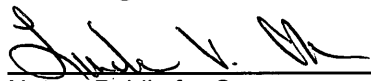
8. The date of this agreement shall be the date the City Manager signs on behalf of the City of Newberg.

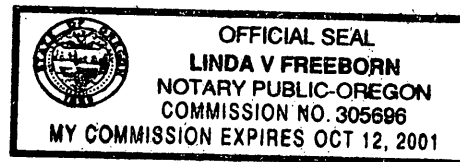
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.


George O. Butcher

State of Oregon)
County of Yamhill) :s.s.

This instrument was acknowledged before me this 9th day of July, 1998 by
George O. Butcher


Notary Public for Oregon
My Commission Expires: 10/12/2001



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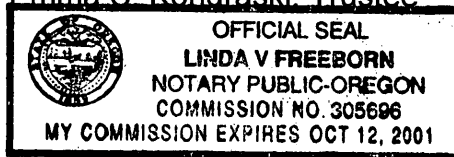
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OWNERS OF PROPERTY

- (A) Emma S. Kondraski, Trustee of the Emma Kondraski Trust and Emma Kondraski, Trustee of the Dominic Kondraski Trust and Dominic Kondraski, Individually are the owners of all of the property known as Kondraski Subdivision. 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 Kondraski Subdivision 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)
County of Yamhill) : ss

Emma S. Kondraski TTE
Emma S. Kondraski, Trustee



This instrument was acknowledged before me on this 9th day of July, 1998, by
Emma S. Kondraski, Trustee
Notary Public for Oregon
My Commission Expires: 10/12/2001

Linda V. Freeborn

~~Emma S. Kondraski, Trustee~~

~~State of _____)
County of _____) : ss~~

~~This instrument was acknowledged before me on this ____ day of _____, 19____, by

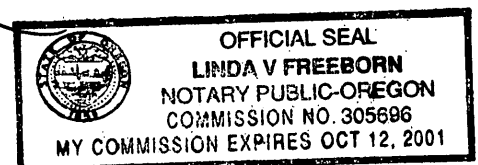
Notary Public for Oregon
My Commission Expires: _____~~

Dominic Kondraski
Dominic Kondraski

State of Oregon)
County of Yamhill) : ss

This instrument was acknowledged before me on this 9 day of July, 1998, by
Dominic Kondraski
Notary Public for Oregon
My Commission Expires: 10/12/2001

Linda V. Freeborn



CONSENT AFFIDAVIT

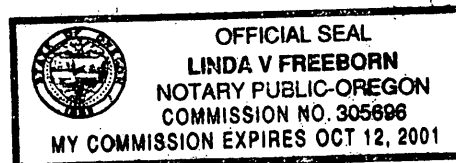
- (A) George O. Butcher is the Contract Purchaser of all or portions of the property known as Kondraski Subdivision. Said Contract Purchaser agrees to be bound by the terms and conditions of this Agreement. Further, they represent that they have permission to enter into this Agreement from the sellers, Emma S. Kondraski as trustee of the Emma Kondraski Trust, Emma Kondraski as trustee of the Dominic Kondraski trust and Dominic Kondraski, Individually and that they have authority to consent on behalf of Emma S. Kondraski as trustee of the Emma Kondraski Trust, Emma Kondraski as trustee of the Dominic Kondraski trust and Dominic Kondraski, Individually. Further, Contract Purchaser agrees that CITY may enter and remain upon the property that is known as Kondraski Subdivision in order to carry out any terms and conditions of this Subdivision Agreement. Further, Contract Purchaser agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

George O. Butcher
George O. Butcher
Contract Purchaser

State of Oregon)
County of Yamhill) :ss

This instrument was acknowledged before me on this 9 day of July, 1998 by George O. Butcher

Linda V. Ah
Notary Public for Oregon
My Commission Expires: 10/12/2001



CITY OF NEWBERG

Duane R. Cole
Duane R. Cole By: Rebecca Manning
City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr
City Attorney