

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

199819068 10:07am 09/30/98

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SUBDIVISION COMPLIANCE AGREEMENT

Pacific Park 2

Tax Lot No. 3220 CA 1200

Planning Division File #S-11-97

THIS AGREEMENT made and entered into this 9 day of September, 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 **Far West Development, Inc.** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Pacific Park 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.
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. 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.

4. 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.

5. The conditions, covenants and restrictions, if any, shall be approved by the **CITY** and recorded prior to the sale of any lots.

6. 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 3;
- (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 engineer's estimate dated September 15, 1997, is \$23,207. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is \$1,160.35.
- (i) There are no additional public improvements required for this subdivision.

7. The date of this agreement shall be the date the City Manager signs on behalf of the City of Newberg.

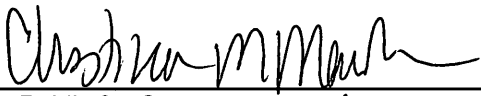
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.



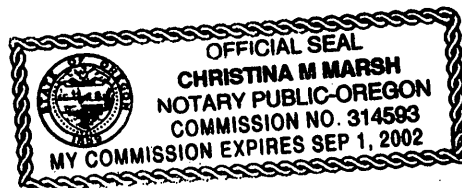
Marc Willcuts, President
Far West Development, Inc.

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

This instrument was acknowledged before me this 8 day of September, 1998, by Marc Willcuts, President of Far West Development, Inc. by authority of its Board of Directors.



Notary Public for Oregon
My Commission Expires: 9/1/02



OWNERS OF PROPERTY

- (A) Merlin Lane, Trustee of the Lane Family Trust is owner of all or portions of the property known as Pacific Park 2 Subdivision, Tax Lot No. 3220CA 1200. Said Owner agrees to be bound by the 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 on the property that is known as Pacific Park 2 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.

Merlin Lane
Merlin Lane, Trustee
Lane Family Trust

State of Oregon)
County of Yamhill) :SS

This instrument was acknowledged before me on this 9th day of Sept., 1998, by Merlin Lane, Trustee for the Lane Family Trust.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5-16-01



- (B) Stephen A. Townsend and Vivian G. Townsend are owners of all or portions of the property known as Pacific Park 2 Subdivision, Tax Lot No. 3220CA 1200. Said Owner agrees to be bound by the 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 on the property that is known as Pacific Park 2 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.

Stephen A. Townsend
Stephen A. Townsend

Vivian G. Townsend
Vivian G. Townsend

State of Oregon)
County of Yamhill) :SS

This instrument was acknowledged before me on this 10th day of Sept., 1998, by Stephen A. and Vivian G. Townsend.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5-16-01



CONSENT AFFIDAVIT

- (A) Far West Development, Inc. Contract Purchasers of all or a portion of the property knows as Pacific Park 2 Subdivision. Said Contract Purchaser further 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 seller, Merlin Lane Family Trust, and that they have authority to consent on behalf of Merlin Lane, Trustee. Further, Contract Purchaser agrees that CITY may enter and remain upon the property that is known as Pacific Park 2 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.

Marc Willcuts, President
Far West Development, Inc.

State of Oregon)
County of Yamhill) :ss

This instrument was acknowledged before me on this 8 day of September, 1998, by Marc Willcuts, to me known to be President of Far West Development, Inc.

Notary Public for OYR
My Commission Expires: 9/1/02



CITY OF NEWBERG

Duane R. Cole
City Manager

APPROVED AS TO FORM

Terrence D. Mahr
City Attorney