

Recording, return to:
City of Newberg
Engineering Division
Mail: P.O. Box 970
Street: 719 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



56.00

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9:08:41 AM 01/03/2000

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35.00 10.00 11.00

1 TONYA

SUBDIVISION COMPLIANCE AGREEMENT

CITY OF NEWBERG

West Woods

CITY RECORDER INDEX NO. 1704

Tax Lot Number R3218CA 209 and 201

Planning Division File #: S-15-98

THIS AGREEMENT made and entered into this 10 day of December, 1999, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and Young & Pawelski Homes, Inc. hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as West Woods 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

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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.

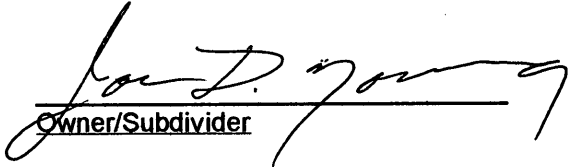
6. The **CITY** agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

- (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) There are no additional public improvements required for this subdivision.

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

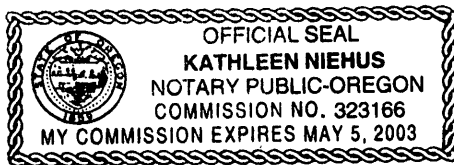
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

YOUNG & PAWELSKI HOMES, INC.
Joe D. Young, President


Owner/Subdivider

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

This instrument was acknowledged before me on this 10 day of December, 1999, by Joe D. Young, to me known to be the President of Young & Pawelski Homes, Inc. by authority of its Board of Directors.



Kathleen Niehus
Notary Public for Oregon
My Commission Expires on 5-5-2003

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Joe D. Young and Tola C. Young, Beneficiary of that certain Trust Deed as recorded as Document Number 199819885, deed records of Yamhill County, Oregon, 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 West Woods 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.

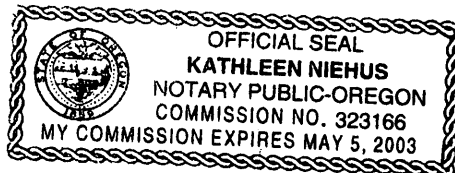

Joe D. Young


Tola C. Young

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

This instrument was acknowledged before me on this 10 day of December, 1999, by Joe D. Young and Tola C. Young.


Notary Public for Oregon
My Commission Expires

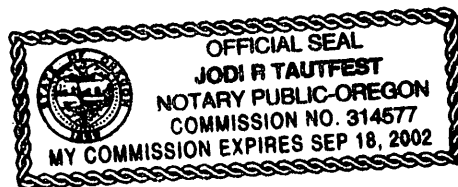


Amelia Schneider as Trustee of the Schneider Revocable Living Trust, Beneficiary of that certain Trust Deed as recorded as Document Number 199509304, deed records of Yamhill County, Oregon, agrees to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiary agrees that the **CITY** may enter and remain upon the property that is known as West Woods 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.

Amelia Schneider
Amelia Schneider, Trustee

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

This instrument was acknowledged before me on this 14 day of December, 1999, by Amelia Schneider.



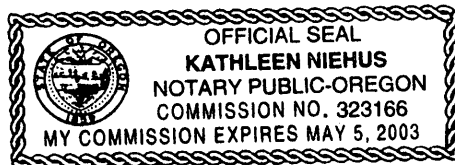
Jodi R. Tautfest
Notary Public for Oregon
My Commission Expires 9/18/2002

Newberg Storage & Rental, Inc., an Oregon Corporation, Beneficiary of that certain Trust Deed as recorded as Document Number 199922109, deed records of Yamhill County, Oregon, 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 West Woods 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.

Patsy E. Nulsen, President
Patsy E. Nulsen, President
Authorized Representative
Newberg Storage & Rental, Inc.

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

This instrument was acknowledged before me on this 10 day of December, 1999, by Patsy E. Nulsen, President of Newberg Storage & Rental, Inc.



Kathleen Niehus
Notary Public for Oregon
My Commission Expires

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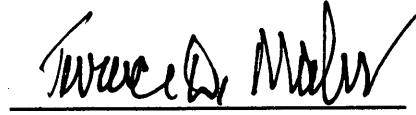
CITY OF NEWBERG



Duane R. Cole
City Recorder

Date: 12/15/1999

APPROVED AS TO FORM



Terrence D. Mahr
City Attorney

Date: 12/17/99

After Recording, Return to:

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



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1 TONYA

SUBDIVISION PLAT
CONSENT AFFIDAVIT

Know all persons by these presents that Joe D. Young and Tola C. Young, are the beneficiaries of that certain TRUST DEED as recorded as Document Number 199819885, deed records of YAMHILL COUNTY, OREGON and hereby consent and agree to the conditions of and the platting of;

"WEST WOODS", Yamhill County, Oregon.


Joe D. Young


Tola C. Young

STATE OF OREGON)
) S.S.
COUNTY OF YAMHILL)

This is to certify that on this 26th day of May, 1999, personally appeared Joe D. Young and Tola C. Young, who after being duly sworn did say that they are the identical persons named in the foregoing instrument and they have executed said instrument freely and voluntarily.


Notary Public



WINDY HILL COMPANY

After Recording, Return to:

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



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Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



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SUBDIVISION PLAT
CONSENT AFFIDAVIT

This document is being re-recorded to correct scrivners error in the trust deed information previously recorded in instrument #199925203.

Know all persons by these presents that **Newberg Storage & Rental, Inc., an Oregon Corporation**, is the beneficiary of that certain TRUST DEED as recorded as Document Number 199922109, deed records of YAMHILL COUNTY, OREGON and hereby consent and agree to the conditions of and the platting of;

"WEST WOODS", Yamhill County, Oregon.

Patsy E. Nulsen, President

Authorized Representative
Newberg Storage & Rental, Inc.

STATE OF OREGON)
COUNTY OF YAMHILL) S.S.

This is to certify that on this 26 day of May, 1999,
personally appeared Patsy E. Nulsen, who after being

duly sworn did say that she is the identical person named in the

foregoing instrument and she has executed said instrument freely and voluntarily with the authority of the board of directors of said corporation, as President of Newberg Storage & Rental, Inc.

Janet L. Winder

Notary Public



After Recording, Return to:

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



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1 TONYA

SUBDIVISION PLAT
CONSENT AFFIDAVIT

Know all persons by these presents that ~~Joe A. Schneider and Amelia~~ AMELIA SCHEIDER AS TRUSTEE of the **Schneider Revocable Living Trust**, is the beneficiary of that certain TRUST DEED as recorded as Document Number 199509304, deed records of YAMHILL COUNTY, OREGON and hereby consent and agree to the conditions of and the platting of;

"WEST WOODS", Yamhill County, Oregon.

~~Joe A. Schneider~~

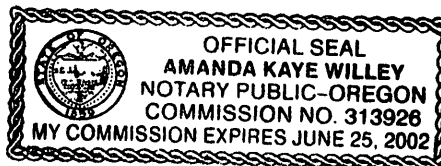
Amelia Schneider
Amelia Schneider, Trustee

STATE OF OREGON)
) S.S.
COUNTY OF YAMHILL)

This is to certify that on this 27 day of May, 1999, personally appeared ~~Joe A. Schneider and~~ Amelia Schneider, who after being duly sworn did say that they are the identical persons named in the foregoing instrument and they have executed said instrument freely and voluntarily.

*as Trustee

Amanda Kay Willey
Notary Public



NORTHWEST TITLE COMPANY