

After Recording, release to applicant
to return to City of Newberg
Engineering Division
with recorded plat.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



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2:16:02 PM 04/04/2000

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1 TONYA

SUBDIVISION COMPLIANCE AGREEMENT

Oak Knoll 10

Tax Lot Numbers: Part of 3207AD-00800;

Part of 3207AD-01000; and 3208CB-04320

Planning Division File #: S-17-98

THIS AGREEMENT made and entered into this 10 day of March, 2000, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **Coyote Homes, Inc.** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Oak Knoll 10 Phase A" 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.

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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 September, 2000**; 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. A performance bond is required for the curb and storm drain work required in the State highway. The amount of the bond is to be 150% of the \$30,677.50 estimated cost of the work, including the unpermitted work that has been done and not accepted, which amounts to **\$46,016.25**. The amount of the landscaping is to be 150% of the \$1,250.00 estimated cost of the work which amounts to **\$1,875.00**. The street trees must be planted in front of any home prior to receiving final occupancy on that home. These bonds may be combined into one bond.

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 which is 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. The amount of the bond is to be 15% of the \$34,142.00 total cost of public improvements which amounts to **\$5,121.30**.

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:

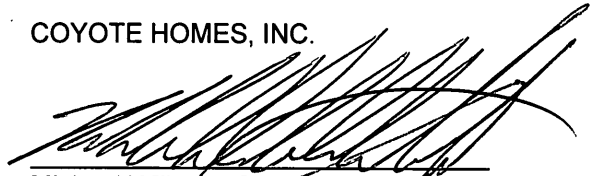
- (a) That all required subdivision improvements have been constructed in accordance with applicable **CITY** standards;
- (b) **SUBDIVIDER** has fulfilled the requirements of the **CITY's** subdivision ordinance;
- (c) **SUBDIVIDER** has provided a copy of the recorded maintenance agreement for any 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 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;

2/10

- (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) A signalization fee, in the amount of \$205.00, will be charged on each lot at the time that building permits are issued;
 - (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 dated April 30, 1999, is \$34,142.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is \$1,707.10;
 - (j) **SUBDIVIDER** has submitted a letter from 3M&L, LLC releasing them of all reimbursement costs for construction of the storm water detention facility (Exhibit A).
 - (k) **SUBDIVIDER** agrees to comply with the City and State Highway Department requirements to disconnect the pre-existing unpermitted storm drain diversion along the north line prior to Oak Knoll 10B plat recordation.
 - (l) 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.

COYOTE HOMES, INC.


Michael Willcuts, Secretary/Treasurer

State of Oregon)
County of Franklin)
S.S.

This instrument was acknowledged before me this 13 day of March, 2000 by Michael Willcuts, Secretary/Treasurer on behalf of Coyote Homes, Inc.


Notary Public for Oregon
My Commission Expires: 5/6/01



OWNERS OF PROPERTY

- (A) Willamette Hills Associates, LLC, is the owner of all or a portion of the property known as Oak Knoll 10 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 Oak Knoll 10 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.

Willamette Hills Associates, LLC.



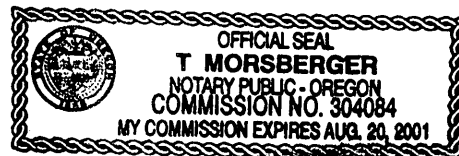
A. Paul Brenneke, President

State of Oregon)
County of Multnomah) : ss

This instrument was acknowledged before me on this 10 day of March, 2000, by A. Paul Brenneke, President of Willamette Hills Associates, LLC, by authority of its Board of Directors.



Notary Public for _____
My Commission Expires: 8/20/01



4/10

OWNERS OF PROPERTY

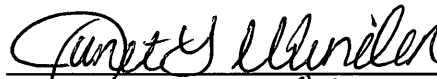
- (B) AMT Resources, Ltd. is the owner of all or a portion of the property known as Oak Knoll 10 Subdivision. Owner agrees to be bound by all terms and conditions of this Subdivision Agreement to the same extent, and under the same conditions as Subdivider. Further, Owner agrees that CITY may enter and remain upon the property that is known as Oak Knoll 10 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.

AMT Resources, Ltd.


Mike Hanks, President

State of Oregon)
County of Yamhill) : ss

This instrument was acknowledged before me on this ^{13th} ~~10th~~ day of March, 2000, by Mike Hanks, President of AMT Resources, Ltd. by authority of its Board of Directors.


Notary Public for Oregon
My Commission Expires: 5/6/01



5/10

SEE ATTACHED SIGNED CONSENT AFFIDAVIT

BENEFICIARIES OF TRUST DEED

- (A) Theodore R. Harris and Betty R. Harris, Beneficiaries of Trust Deeds executed April 28, 1992, dated and recorded January 29, 1999 as instrument No. 199901796, agree to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiaries agree that the CITY may enter and remain upon the property that is known as Oak Knoll 10 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.

Theodore R. Harris, Trustee

State of _____)
)s.s.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2000,
by Theodore R. Harris as Trustee.

Notary Public for _____
My Commission Expires _____

Betty R. Harris, Trustee

State of _____)
)s.s.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2000,
by Betty R. Harris as Trustee.

Notary Public for _____
My Commission Expires _____

6/10

CONSENT AFFIDAVIT

We, THEODORE R. HARRIS and BETTY R. HARRIS as Trustees of the Theodore R. Harris Trust executed the 28th day of April 1992 as to an undivided 1/2 interest and BETTY R. HARRIS and THEODORE R. HARRIS as Trustees of the BETTY R. HARRIS TRUST executed the 28th day of April 1992 as to an undivided 1/2 interest, as Beneficiaries of that certain Trust Deed recorded January 29, 1999 as Instrument No. 199901796, Deed and Mortgage Records of Yamhill County Deed Records, agree to the conditions of approval and the recording of the Subdivision known as OAK KNOLL NO. 10, in the City of Newberg, Yamhill County, Oregon.

Theodore R. Harris, Trustee
THEODORE R. HARRIS, TRUSTEE

Betty R. Harris, Trustee
BETTY R. HARRIS, TRUSTEE

Betty R. Harris, Trustee
BETTY R. HARRIS, TRUSTEE

Theodore R. Harris, Trustee
THEODORE R. HARRIS, TRUSTEE

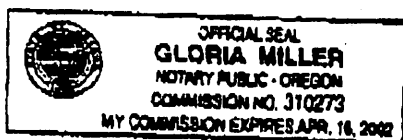
STATE OF OREGON

COUNTY OF

Washington
ss.

Acknowledged before me this *20th* day of January, 2000 by Theodore R. Harris, Trustee and *Betty R. Harris* Trustee and by Betty R. Harris Trustee and Theodore R. Harris, Trustee

Notary Public for Oregon

My Commission Expires: *4-16-2002*

SEE ATTACHED SIGNED CONSENT AFFIDAVIT

BENEFICIARIES OF TRUST DEED

- (B) Bruce D. Dixon, Beneficiary of the Bruce D. Dixon Trust and the Grace E. Dixon Trust dated July 6, 1999, recorded July 15, 1999, as Instrument No. 199914487, 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 Oak Knoll 10 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.

Bruce D. Dixon, Trustee

State of _____)
County of _____) s.s.

This instrument was acknowledged before me on this ____ day of _____, 2000,
by Bruce D. Dixon as Trustee.

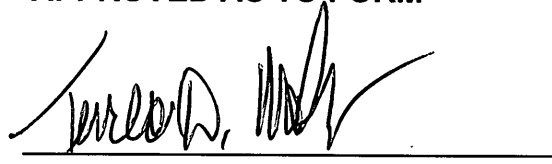
Notary Public for _____
My Commission Expires _____

CITY OF NEWBERG



Duane R. Cole
City Recorder

APPROVED AS TO FORM

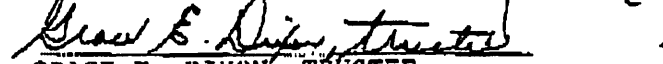


Terrence D. Mahr
City Attorney

8/10

CONSENT AFFIDAVIT

I (WE), BRUCE D. DIXON and GRACE E. DIXON as Trustees of the Bruce D. Dixon Trust UA/DTD May 6, 1991 and GRACE E. DIXON and BRUCE D. DIXON as Trustees of the Grace E. Dixon Trust UA/DTD May 6, 1999, as Beneficiaries of that certain Trust Deed recorded July 15, 1999 as Instrument No. 199914487 Deed and Mortgage Records of Yamhill County Deed records, hereby consent and agree to the conditions of approval and the recording of Plat covering property as described as OAK KNOLL NO. 10, a subdivision in the City of Newberg, Yamhill County Oregon.

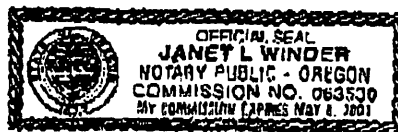

 BRUCE D. DIXON, TRUSTEE

 GRACE E. DIXON, TRUSTEE

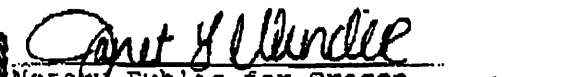

 GRACE E. DIXON, TRUSTEE

 BRUCE D. DIXON, TRUSTEE

STATE OF OREGON)
) ss.
 COUNTY of Yamhill)

Acknowledged before me this 2nd day of Dec, 1999 by Bruce D. Dixon, Trustee and Grace E. Dixon Trustee and Grace E. Dixon, Trustee and Bruce D. Dixon, Trustee




 Notary Public for Oregon
 My Commission Expires: 5/6/01

9/10

Exhibit A

3 M & L, LLC
P.O. BOX 489
NEWBERG, OR. 97132
(503)538-0404 * (503) 538-5039

RECEIVED
3/3/00

March 3, 2000

MARC WILLCUTS
MIKE WILLCUTS

Dear Marc & Mike,

This letter is to confirm that all monies have been paid in full to 3 M & L, LLC, for the Northwest Newberg Specific Plan Detention System Reimbursement for Oak Knoll 10 (TL 1000) and Glen at Oak Knoll 3. *WHICH INCLUDES TL 3208 CB-04320* CW

We release any claim on monies held by the city of Newberg, for this system reimbursement.

Sincerely,



Curtis D. Walker - Member
3 M & L, LLC.

10/10