

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

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**SUBDIVISION COMPLIANCE AGREEMENT**

**Summit at Oak Knoll Subdivision**

Tax Lot 3208-3000 (Parcel 1, Partition Plat 99-49) and 3208-3100

Planning Division File #:S-18-99

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of May, 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 **AMT RESOURCES, LTD.** hereinafter referred to as **SUBDIVIDER**.

**RECITALS**

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Summit at Oak Knoll Subdivision" located in the City of Newberg, Oregon.
2. The **CITY**'s Development Code 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 November, 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. The amount of the bond is to be 150% of the \$219,706.00 estimated cost of the unfinished work which amounts to \$329,559.00. This bond amount includes the work to be completed in the State highway, the construction of the booster pump station and all other remaining improvements within the subdivision. A complete list of these items is attached as Exhibit A. The amount of the landscaping bond is to be 110% of the \$4,050 estimated cost of the work which amounts to \$4,455. 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 as per the estimate dated November 1999 to provide for the correction of any defective materials or workmanship for a period of two (2) years after final acceptance as defined by **CITY** ordinances. The amount of the bond is to be 15% of the \$202,310.20 total cost of public improvements which amounts to \$30,346.53.

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.

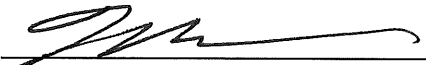
7. The **CITY** agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

- (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) 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 November 1999, is ~~\$202,319.70~~ <sup>1201</sup> is \$202,319.70. The amount of engineering fees is estimated to be 5% of the total cost of all improvements per the engineer's estimate, which said amount is \$10,115.51.
- (j) 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.

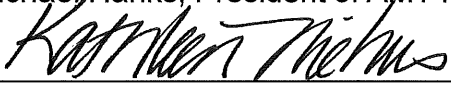
**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above mentioned.

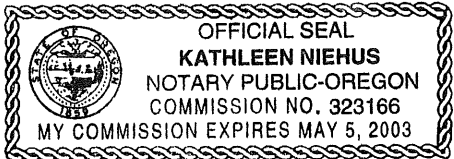
AMT Resources, Ltd.  
Michael Hanks

  
\_\_\_\_\_  
Owner/Subdivider

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

This instrument was acknowledged before me this 10 day of May, 2000 by Michael Hanks, President of AMT Resources, Ltd. By authority of its Board of Directors.

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 5-5-2003



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 August 3, 1999 as Instrument No. 199916251, Deed and Mortgage Records of Yamhill County Deed Records, agree to the conditions of approval and the recording of the Subdivision known as THE SUMMIT AT OAK KNOLL, 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

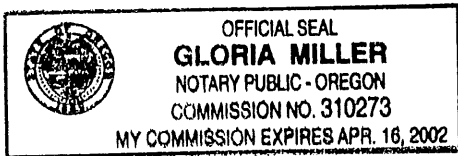
*Theodore R. Harris, Trustee*  
THEODORE R. HARRIS, TRUSTEE

STATE OF OREGON )  
COUNTY of Washington ) ss.

Acknowledged before me this 26th 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

*[Handwritten signature]*

Notary Public for Oregon  
My Commission Expires: 4-16-2002



**BENEFICIARIES OF TRUST DEED**

First American Title Insurance Co., trustor of a beneficiary of Trust Deed dated July, 1999 and recorded August 3, 1999, 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 Summit at Oak Knoll 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.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
By Authority of \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) s.s.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2000, by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_.  
Name  Title  Company Name

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires \_\_\_\_\_

**CITY OF NEWBERG**

Duane R. Cole  
Duane R. Cole  
City Recorder

**APPROVED AS TO FORM**  
Terrence D. Mahr  
Terrence D. Mahr  
City Attorney

*See  
PREVIOUS  
page*

# Exhibit \_\_\_\_\_

AMT Resources, LTD  
14657 SW Teal Blvd, Suite 340  
Beaverton, OR 97007

Tel 503.590.8600 • Fax 503.590.8640

## AMT Resources, Ltd.

March 20, 2000

City of Newberg  
Larry Anderson  
414 East First Street  
Newberg, OR 97132

Sent via US Mail & fax: (503) 537-1272 /

Dear Larry Anderson:

Larry, this is modified from the March 20<sup>th</sup>, 2000 letter. I've incorporated Steve's review and Al has priced out the items Steve identified. I also have attached the construction cost estimate for Oak Knoll 10's highway 219 improvements and have pro-rated the bonding amount based upon a lineal foot price. Lastly, the pump station estimates from HBH is included as well.

Larry, here is the breakdown for the bonding requirements for phase 1 of Summit. I have transferred the amounts off of the contract per Al Taylor, and at the end I have increased them by the 150% that we discussed.

Power	\$ 12,000
Rock	\$ 12,840
Catch Basin	\$ 6,650
Curbs	\$ 17,250
Paving	\$ 30,000
Lights	\$ 8,500
Steve's Attachment	\$ 11,200
	=====
Total	\$ 98,440
Pump station HBH	\$ 69,000
219 Highway	\$ 38,916
Larry's Attachment	\$ 13,350
	=====
Total	\$ 52,266
Grand Total	\$219,706
Bonding Amt	\$329,559

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