

After Recording, release to:
Subdivider to return to
City of Newberg
Engineering Division
Mail: P.O. Box 970
Street: 414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



46.00

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4:09:15 PM 07/31/2000

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25.00 10.00 11.00

SUBDIVISION COMPLIANCE AGREEMENT

Lewis Subdivision

Tax Lots 3218 AA 2901 (parcel II) and a portion of 3218 AA 2900 (parcel I)
Planning Division File #: S-21-00

THIS AGREEMENT made and entered into this 11TH day of July, 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 **R.P. GRAHN, INC.** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Lewis 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. The **SUBDIVIDER** agrees to disconnect the private septic systems and drainage fields servicing the two properties at 2105 and 2115 N. College Street and after obtaining all necessary permits, connect those dwellings to the public sewer system once the system is complete.

4. 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 \$ **111,860.00** estimated cost of the unfinished work which amounts to \$ **167,790.00**.

5. 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 **May 7, 2000** 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 \$ **111,860.00** total cost of public improvements which amounts to \$ **16,779.00**.

6. 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.

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

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

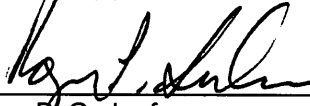
- (a) That all required subdivision improvements have been constructed in accordance with applicable **CITY** standards;
- (b) **SUBDIVIDER** has fulfilled the requirements of the **CITY's** subdivision ordinance;
- (c) **SUBDIVIDER** has provided a copy of the recorded maintenance agreement for any 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 engineer's estimate dated May 7, 2000, is **\$ 111,860.00**. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is **\$5,593.00**.
- (i) 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.

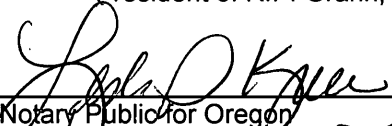
SUBDIVIDER



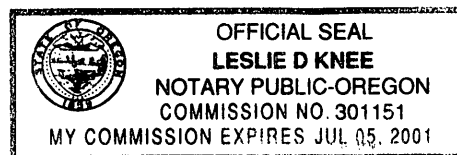
Roger R. Grahn for
R.P. Grahn, Inc.

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

This instrument was acknowledged before me this 11TH day of JULY, 2000 by Roger Grahn, President of R.P. Grahn, Inc.



Notary Public for Oregon
My Commission Expires: 7-5-2001



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OWNERS OF PROPERTY

- (A) **Thomas H. Rials and Tina K. Rials** are the owners of all or a portion of the property known as **Lewis 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 **Lewis 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.

Thomas H Rials
Thomas H. Rials

State of Oregon)
County of Yamhill) : ss

This instrument was acknowledged before me on this 13TH day of July, 2000, by
Thomas H. Rials.

Leslie D Knee
Notary Public for Oregon
My Commission Expires: 7-5-2001



Tina K. Rials
Tina K. Rials

State of Oregon)
County of Yamhill) : ss

This instrument was acknowledged before me on this 12TH day of July, 2000, by
Tina K. Rials

Leslie D Knee
Notary Public for Oregon
My Commission Expires: 7-5-2001



7-13-2000 11:47AM FROM

P. 1

Subdivision Agreement
Lewis Subdivision
Page 6 of 6 585 *lv*

BENEFICIARIES OF TRUST DEED

- (B) Commercial Bank, Beneficiary of Trust Deed referenced in Instrument Number 199503684 dated January 30, 1995, recorded March 24, 1995 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 **Lewis 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.

WEST COAST BANK
~~FORMERLY KNOWN AS COMMERCIAL BANK~~
By: *Douglas Hill*
Title: *SENIOR VICE PRESIDENT*
By Authority of *WEST COAST BANK*

State of *Oregon*)
) s.s.
County of *Marion*)

This instrument was acknowledged before me on this *14th* day of *July*, 2000,
by *Douglas Hill* *Sr. Vice President of West Coast Bank*
Name Title Company Name

Anmarie Lambert
Notary Public for Oregon
My Commission Expires *Jan 20, 2004*



CITY OF NEWBERG

Duane R. Cole
Duane R. Cole
City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr
City Attorney

AFTERRECORDING RETURN TO:
City of Newberg - Community Development
P.O. Box 970 - 414 E. First St.
Newberg, Or 97132

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Thomas K. Rials and Tina K. Rials, are the owners of the lands described in deed F-281, P-1743, Yamhill County Deed Records, and do hereby dedicate a part thereof, to the use of THE PUBLIC forever, the utility easement herein described as follows:

Beginning at a 5/8" iron rod marking the northwest corner of Parcel 1 of Partition Plat PT-2000-1 as recorded in the Official Yamhill County Records; thence N 89°28'25" E, 10.00 feet; thence N 00°31'35" W, 15.00 feet; thence S 89° 28'25" W, 92.74 feet; thence 15.90 feet along the arc of a 65.00 foot radius curve to the right, (the long chord of which bears S 19° 31'22" E, 15.86 feet), to a 5/8" iron rod being on the northerly line of said partition plat; thence along the northerly line of said partition plat, N 89° 28'25" E, 77.57 feet to the point of beginning.

We the undersigned do hereby certify that we are the owners of the land involved in this dedication for the use of THE PUBLIC.

IN WITNESS WHEREOF, we hereunto set our hands on this 26 day of June, 2000

Thomas K. Rials
Thomas K. Rials
H.
TR

Tina K. Rials
Tina K. Rials

ACKNOWLEDGEMENT

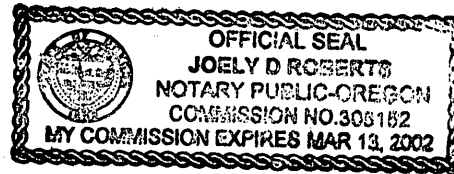
STATE OF OREGON)

)ss.

COUNTY OF YAMHILL)

On this 26 day of June, 2000, did personally appear Thomas K. Rials and Tina K. Rials, in the capacity shown above, who after being duly sworn, did say that they are the identical people named in the foregoing instrument and that they executed said instrument freely and voluntarily.

Joely D. Roberts
Notary Public Oregon



CITY OF NEWBERG

Duane R. Cole
Duane R. Cole, City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



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