

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1775

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



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11:07:27 AM 09/13/2000

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SUBDIVISION COMPLIANCE AGREEMENT

Valley Meadows Subdivision

Tax Lot 3207 3300

Planning Division File #: S-20-00

THIS AGREEMENT made and entered into this 5 day of September, 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 **Wand-Nelson Contractors, Inc. dba Willamette Valley Homes** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Valley Meadows" 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:

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Subdivision Agreement
Valley Meadows Subdivision
Page 2 of 5

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 as per the estimate dated March 6, 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 \$343,884.40 total cost of public improvements which amounts to \$51,582.66. The street trees must be planted in front of any home prior to receiving final occupancy on that home. Funds for this work have been deposited into an interest bearing account with Chicago Title Insurance in the total amount of \$7,950.00 and instructions are attached as Exhibit A.

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;

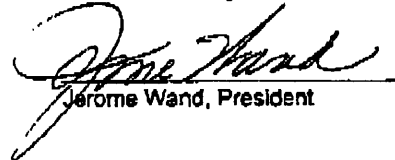
2/12

Subdivision Agreement
Valley Meadows Subdivision
Page 3 of 5

- (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** has paid an engineering inspection fee as of August 29, 2000 to the City of Newberg to cover final review and inspection requiring connection to the Improvements. The amount of engineering fees is 5% of the total cost of all improvements per the engineer's estimated dated March 6, 2000, which said amount is \$17,194.22.
 - (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.

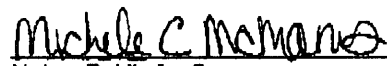
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

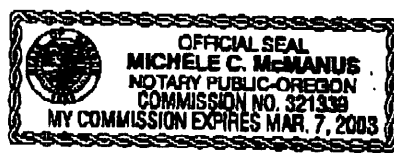
Wand-Nelson Contractors, Inc. dba
Willamette Valley Homes


Jerome Wand, President

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

This instrument was acknowledged before me this 5 day of SEPTEMBER, 2000, by Jerome Wand, President of Willamette Valley Homes, by authority of its board of directors.


Notary Public for Oregon
My Commission Expires: March 7, 2003



After recording return to:
 Chicago Title Insurance Company of Oregon
 Attn: Bill McCorkle
 10001 S. E. Sunnyside Road, Suite 100
 Clackamas, OR 97015

CONSENT AFFIDAVIT

Ovy Pratt and Viola S. Pratt, mortgagee of that mortgage recorded April 21, 2000, in Fee Number 200005440, Yamhill County Deed and Mortgage Records, hereby consents and agrees to the conditions of approval and to the platting of "Valley Meadows", a subdivision as recorded in Plat Book _____ Pages _____, Yamhill County Plat Records and also consents to the dedication of all public rights-of-way and the granting of all public and private easements.

The Plat is prepared by Leonard Rydell, PLS. The Plat is located in Section 7, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon.

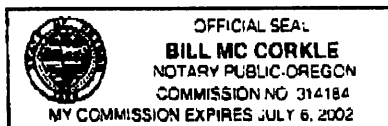
Viola S. Pratt by Viola S. Pratt Viola S. Pratt
 Viola S. Pratt, attorney in fact for Ovy Pratt ²⁰⁹ Viola Pratt
 S.

STATE OF OREGON |

| ss.

County of Yamhill |

This instrument was acknowledged before me on the 29th day of August, 2000, by Viola S. Pratt as Attorney in Fact for Ovy Pratt.



Bill McCorkle
 Notary Public for Oregon
 My Commission Expires: 7-6-2002

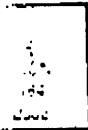
4/12

STATE OF OREGON)

County of Yamhill)

) ss.

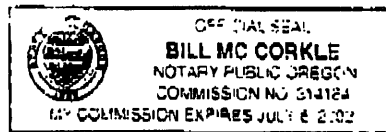
This instrument was acknowledged before me on the 29th day of August, 2000, by Viola S. Pratt.



Bill Mc Corkle

Notary Public for Oregon

My Commission Expires: 7-6-2002



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Subdivision Agreement
Valley Meadows Subdivision
Page 5 of 5

Loan #19752278

BENEFICIARY OF TRUST DEED

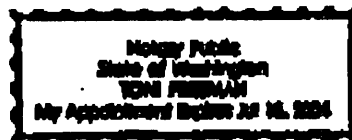
Washington Mutual Bank, Beneficiary of Trust Deed dated April 10, 2000, recorded April 21, 2000 acknowledges completion of the plat known as Valley Meadows Subdivision, Yamhill County, Oregon.

Further Beneficiary acknowledges that the City pursuant to their agreement with Wand-Nelson contractors, Inc dba Willamette Valley Homes may enter upon the property known as Valley Meadows Subdivision in order to complete any terms and conditions of the Subdivision Agreement.

Nothing contained herein modifies and/or replaces any of the terms or conditions with beneficiary and Wand-Nelson, Inc.

WASHINGTON MUTUAL BANK

BY Tammy Willard 8/24/2000
Tammy Willard, Vice President



State of Washington
County of King

This instrument was acknowledged before me on this 30th day of August, 2000.

Toni Freeman
Notary Public for Washington
My Commission Expires 07/14/04

CITY OF NEWBERG

Duane R. Cole
Duane R. Cole
City Manager

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr
City Attorney

6/12

page 1 of 2

EXHIBIT A

LANDSCAPING • DESIGN • INSTALLATION & CARE
GROWING • QUALITY LANDSCAPE PLANTS

PHONE: 503-266-3577 • FAX: 503-266-3578 • 1000 SOUTH LONE ELDER ROAD • CANBY, OR 97013



LCB07142

To: Willamette Valley Homes
P.O. 760
Wilsonville, OR 97070

8-22-00

Attn: Jerry Wand

The cost for planting 1 1/2" caliper shade street trees at Valley Meadows in Vancouver, WA is approximately \$150 per tree, planted & staked. Forty-eight trees will be planted at a 40 foot spacing, more or less, for a total cost of \$7,200.

Sincerely,

Mike M. Stash
Owner

7/12

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EXHIBIT A

WAND - NELSON CONTRACTORS, INC. d/b/a WILLAMETTE VALLEY HOMES P.O. BOX 790 WILSONVILLE, OREGON 97070 PHONE (503) 678-3201		VALLEY TRUST CO. STATE TRUST DEPARTMENT 2833	
UNITED STATES NATIONAL BANK OF OREGON WILSONVILLE BRANCH WILSONVILLE, OR 97070		24-22/1230 103	
PAY <u>Three thousand and no/100</u>		TO THE ORDER OF <u>Chicago Title Ins. Co.</u>	
8-21-00		2833 3000.00	
JAMES H. HARRIS AUTHORIZED SIGNATURE		10002833 1012300022011 536 0551 1801	

CHICAGO TITLE INSURANCE CO.
 895 S.E. First
 Canby, OR 97013

ESCROW TRUST
 RECEIPT NO.

08469

RECEIVED BY <u>James H. Harris</u>		FOR THE ACCOUNT OF <u>Chicago Title Ins. Co.</u>	
TO BE VACATED ACCORDANCE WITH TERMS OF <u>Escrow Trust Agreement</u>		DATED <u>8-21-00</u>	
DOLLARS <u>3000.00</u>		RECEIVED AFTER HOURS OF FROM <u>U.S. BUYER</u> C SELLER	
AMT. <u>3000.00</u>	CASH	CARRIER'S CHECK	CHECKS <u>24.22</u>
BANKING ACCOUNT NO. <u>10002833</u>			

CUSTOMER COPY - WHITE RETURN COPY - CANARY FILE COPY - PINK

8/12

page 3 of 6

4100-11089113117

WAND - NELSON CONTRACTORS, INC.
 671/2 WILLAMETTE VALLEY HOMES
 P.O. BOX 780
 WILSONVILLE, OREGON 97070
 PHONE (503) 676-8208

Additional Sheet
The above is a copy of the original check
Handwritten Valley Meadows

2834
 24-22/1280 155

UNITED STATES NATIONAL BANK
 OF OREGON
 WILSONVILLE BRANCH
 WILSONVILLE, OR 97070

PAY *Forty-nine hundred fifty and 100/100* DOLLARS

TO THE ORDER OF *Chicago Title*

8-30-00 2834 4950.00

James B. Thayer
 AUTHORIZED SIGNATURE

⑈002834⑈ ⑆123000220⑆ 536 0051 780⑈

CHICAGO TITLE INSURANCE CO.
 695 S.E. First
 Canby, OR 97013

ESCROW TRUST
 RECEIPT NO.

09520

ESCROW NO. 4100-11089113117 DATE 8/30/00

RECEIVED OF JERRY WAND	FOR THE ACCOUNT OF
TO BE USED IN ACCORDANCE WITH TERMS OF	DATED
US BANK	DOLLARS 4950.00

	CASH	CASHIER'S CHECK	CHECKS
AMT.			2834
DATE			8-22
CHECKING ACCOUNT NO.	1 536 0051 7801		

RECEIVED AFTER DEPOSIT
 FROM: US BANK
 C-SELLER

Signature

CUSTOMER COPY - WHITE RETENTION COPY - CANARY FILE COPY - PINK

9/12

1 page 406
STREET TRUST
ESCROW
INSTRUCTIONS

Chicago Title Insurance Co.
695 SE FIRST
CANBY OR 97010
973-7493
Fax No: 248-1001

August 18, 2000

Escrow No: 4100-11089-mjm

ESCROW INSTRUCTIONS

REGARDING INTEREST BEARING ACCOUNTS

SELLER: WAND-NELSON CONTRACTORS INC
BUYER: INTEREST BEARING ACCOUNT

The undersigned parties hereby instruct Chicago Title Insurance Co., as escrow agent, to deposit the initial sum of \$ 3000 (and any future sums which may be deposited by the same depositor as the initial depositor in connection with this escrow), representing FUNDS HELD FOR TREE IMPROVEMENT FOR SUBDIVISION, "VALLEY MEADOWS" into a INTEREST BEARING ACCOUNT.

Any interest will accrue to and benefit of:
WAND-NELSON CONTRACTORS INC

The initial deposit plus accrued interest is to be disbursed upon close of escrow or upon additional written instructions executed by the undersigned. The undersigned further agree that any charges assessed by the above named savings institution for establishment and/or maintenance of said account shall be deducted from said funds prior to disbursement. These instructions are prepared pursuant to the requirements of OAR 696.360.

The undersigned hereby acknowledges the following:

1. The selection of the depository was made at the sole discretion of the undersigned.
2. It is understood that Chicago Title Insurance Co. is depositing the funds as an accommodation, without charge, and has no duty to invest the funds at the highest rate available.
3. The undersigned has made their independent inquiry of the depository, and Chicago Title Insurance Co. has no liability in the event of failure, insolvency or inability of the depository to pay said funds plus accrued interest upon demand for withdrawal.
4. The undersigned acknowledge their familiarity with limitations on payments made in accounts in excess of \$100,000.00 and the cumulative effect of other accounts held or owned by the undersigned in the above named depository.
5. The primary responsibility of the escrow holder is to make the deposit as above instructed.
6. The undersigned agree to hold Chicago Title Insurance Co. harmless in the event of any loss which would arise as a result of investing these funds.

All interest will accrue to and be reported to the Internal Revenue Service for the account of:

NAME: WAND-NELSON CONTRACTORS INC
ADDRESS: PO BOX 761 WILSONVILLE OR 97150
PHONE: 503-2511
TAX I.D. OR SOCIAL SECURITY NUMBER: 93-6725389

The funds deposited herewith are not to be invested unless all parties to this escrow have agreed to this instruction in writing.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THE ESCROW. PLEASE READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCREDITABLE TO YOU.

ESCROW NO: 4100-11039-MCR

DATE: August 30, 2000

page 5 of 6

SPECIAL INSTRUCTIONS - SUPPLEMENT TO
SELLER ESCROW AGREEMENT

This is part of the Escrow Instructions signed by the parties under the Closing Agent's escrow file number set forth above. Except as expressly supplemented, modified, changed or amended by this supplement, all terms and conditions of the Escrow Instructions, and any previous addenda thereto, shall remain in effect. The following special instructions are hereby read and approved:

FUNDS HELD IN THIS INTEREST BEARING MONEY ESCROW ARE TO BE HELD FOR TREES IN THE NEW SUBDIVISION "VALLEY MEADOWS"

FUNDS HAVE BEEN COLLECTED BY WAND-NELSON CONTRACTORS INC AND WILL BE HELD FOR 18 MONTHS.

FUNDS ARE TO BE RELEASED BY THE CITY OF NEWBERG AND WAND-NELSON AND WILL BE PAID TO WAND-NELSON. AT THE TIME OF RELEASE AN ESCROW FEE OF \$150.00 WILL BE SUBTRACTED TO PAY CHICAGO TITLE FEES ALL OTHER MONIES WILL BE PAID TO WAND-NELSON CONTRACTORS INC.

CHICAGO TITLE HAS NO RESPONSIBILITY OR LIABILITY FOR PAYMENT OF TREES IN THE NEW SUBDIVISION "VALLEY MEADOWS".

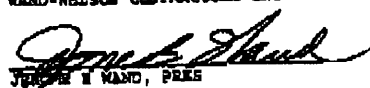
IF THE CITY OF NEWBERG PUTS BOMBS IN PLACE FOR THE TREE CONDITION, THEY GIVE PERMISSION TO CHICAGO TITLE TO RELEASE SAID FUNDS TO WAND-NELSON CONTRACTORS.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Signed this 30 day of August, 2000

WAND-NELSON CONTRACTORS INC

ROGER NELSON, SEC


JAMES E. WAND, PRES

11/12

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page 6 of 6

4100-11085-000

Page 2 of 2 Interest Bearing Account Instructions

ROGER NELSON, SEC	Tax ID No. _____	Date: _____
ROGER NELSON, SEC	Tax ID No. 542 62 3450	Date: 8-18-00
ROGER NELSON, SEC	Tax ID No. 542 42 8007	Date: 8-18-00
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
INTEREST BEARING ACCOUNT	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____
_____	Tax ID No. _____	Date: _____

Received this date: _____

Chicago Title and Trust Co.

By: _____
Mary Jo McQuinn
Escrow Officer

12/12

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

File No. S-20-00

**WAIVER OF RIGHTS TO REMONSTRANCE
FOR STREET OR MUNICIPAL UTILITY IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and Willamette Valley Homes, Ovy D. Pratt, and Viola S. Pratt owner(s) of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

Tract A, Valley Meadows Subdivision

The City and Owners agree that the above-described real property is held and shall be transferred, sold, and conveyed upon the condition that in the event Crater Lane, or public utilities in Crater Lane, or any part thereof abutting the site, are constructed or improved in accordance with certain practices of the City upon petition of the property owners or upon resolution by the Council, no remonstrance to said proposed street or municipal utility shall be made and such remonstrance is hereby waived.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This agreement shall be binding upon the undersigned, who are the legal owners of the real property described above, and shall binding upon their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have executed this document on this 30 day of August, 2000.

Ovy D. Pratt, Owner

Willamette Valley Homes

Viola S. Pratt
By Viola S. Pratt, Attorney-in-fact for ~~POD~~
Ovy D. Pratt

James B. Wand
~~Jessie Wand, President~~

Viola S. Pratt, Owner

Viola S. Pratt
Viola S. Pratt

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

State of Oregon

)
) S.S.
)

County of Yamhill

31.00

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200013191

11:08:24 AM 09/13/2000

DNR WRMDNR 1
10.00 10.00 11.00

1 TONYA

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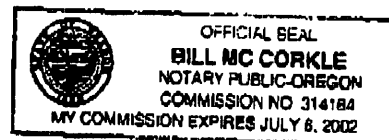
This instrument was acknowledged before me this 30 day of August, 2000, by
~~Jerome Wand~~ President of Willamette Valley Homes, by authority of its Board of Directors.

Jerome Wand

Bill Mc Corkle

Notary Public for Oregon

My Commission Expires: 7-6-2002



State of Oregon

)

County of Yamhill

) S.S.

This instrument was acknowledged before me this 30 day of August, 2000, by
 Ovy D. Pratt, by Viola S. Pratt Attorney-in-fact for Ovy S. Pratt.

Bill Mc Corkle

Notary Public for Oregon

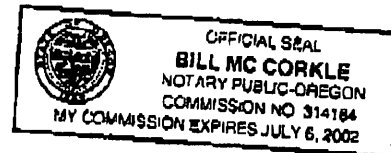
My Commission Expires: 7-6-2002

State of Oregon

)

County of Yamhill

) S.S.

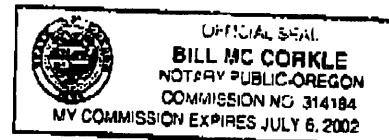


This instrument was acknowledged before me this 30 day of August, 2000, by
 Viola S. Pratt.

Bill Mc Corkle

Notary Public for Oregon

My Commission Expires: 7-6-2002



CITY OF NEWBERG

Duane R. Cole
 Duane R. Cole, City Recorder

ACCEPTED AS TO FORM

Terrence D. Mahr
 Terrence D. Mahr, City Attorney