

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

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$36.00

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200224224

10:33:52 AM 12/09/2002

DMR-AGRDMR Cnt=1 Stn=3 SUSAN
\$15.00 \$10.00 \$11.00

SUBDIVISION COMPLIANCE AGREEMENT

ENGLISH MEADOWS SUBDIVISION

Lot 5 and Lot 6 of Block 1 in Barclay Farms Subdivision
Planning Division File #:S-30-02

THIS AGREEMENT made and entered into this 31ST day of October, 2002, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **LEE A. BORGAES and GLORIA A. BORGAES** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "English Meadows 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. 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 February 2003**; 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 of 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 \$7,584.00 estimated cost of the unfinished work which amounts to \$11,376.00. The **SUBDIVIDER** shall deliver 10% of the value of the bond in cash, which amounts to \$1,137.60 to be deposited into an escrow account. The **CITY** shall retain one percent of the value of the security, minimum of \$500.00, from the cash escrow account as an administrative fee to manage the performance agreement. The City will continue to retain an additional one percent, minimum \$500.00, at the end of each ensuing month that the improvements are not complete until such time as the cash escrow account is exhausted.

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 August 28, 2002 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 \$7,584.00 total cost of public improvements which amounts to \$1,137.60.

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) **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 August 28, 2002, is \$7,584.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements which said amount is \$379.20.
- (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.

Lee R. Borgaes
Lee R. Borgaes

State of OR)
) :S.S.
County of YAMHILL)

This instrument was acknowledged before me this 31 day of October, 2002, by Lee R. Borgaes.

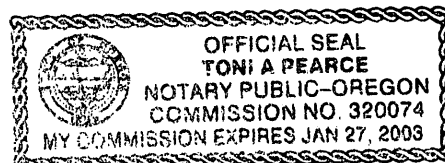
Notary Public for Oregon
My Commission Expires: _____

Gloria A. Borgaes
Gloria A. Borgaes

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

This instrument was acknowledged before me this 31 day of October, 2002, by Gloria A. Borgaes.

Toni A Pearce
Notary Public for Oregon
My Commission Expires January 27, 2003



CONSENT AFFIDAVITS FOR WELLS FARGO HOME MORTGAGE, INC., TRUST DEED BENEFICIARY AND FINANCE AMERICA, LLC, AS LENDER HAVE BEEN RECORDED IN YAMHILL COUNTY DEED RECORDS.

CITY OF NEWBERG

James H. Bennett
James H. Bennett
City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr
City Attorney

AFTER RECORDING
RETURN TO:

Darren Borgaes
P.O. Box 32
Dundee, OR 97115

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$26.00

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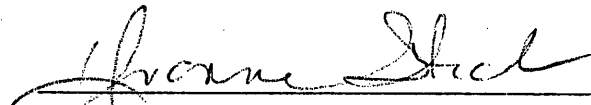
PR-AFFPR Cnt=1 Stn=3 SUSAN
\$5.00 \$10.00 \$11.00

CONSENT AFFIDAVIT

Know all men by these present that FINANCE AMERICA, LLC. being the beneficiary of that certain Trust Deed, recorded April 30, 2002 as Instrument No. 200208735 Deed and Mortgage Records for Yamhill County, Oregon having been made aware of the Subdivision for ENGLISH MEADOWS hereby agrees and consents to the subdividing of said property.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

BY:


YVONNE STICH VICE PRESIDENT

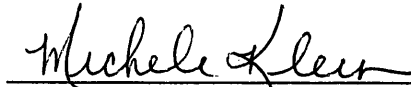


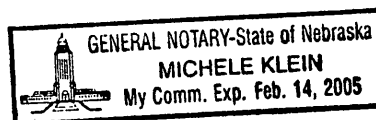
STATE OF NEBRASKA

COUNTY OF SCOTTSBLUFF

This instrument was acknowledged before me this 11TH day of November, 2002 by YVONNE STICH as VICE PRESIDENT of

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.


Notary Public for Scotts Bluff Cty, Nebraska
My Commission Expires: 02-14-2005



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RETURN TO:

Darren Borgaes
P.O. Box 32
Dundee, OR 97115

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CHARLES STERN, COUNTY CLERK



\$26.00

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200224222

10:30:16 AM 12/09/2002

PR-AFFPR Cnt=1 Stn=3 SUSAN
\$5.00 \$10.00 \$11.00

CONSENT AFFIDAVIT

Know all men by these present that WELLS FARGO HOME MORTGAGE, INC. being a beneficiary of that certain Trust Deed, recorded November 11, 2001 as Instrument No. 200120799 Deed and Mortgage Records for Yamhill County, Oregon having been made aware of the Subdivision for ENGLISH MEADOWS hereby agrees and consents to the subdividing of said property.

WELLS FARGO HOME MORTGAGE, INC.

BY:

Edward A. DeBus, Vice President

STATE OF Maryland

COUNTY OF Frederick

This instrument was acknowledged before me this 19 day of November, 2002 by Edward A. DeBus as Vice President of WELLS FARGO HOME MORTGAGE, INC., a Corporation

Notary Public for Maryland

My Commission Expires: 7/30/06

TAMMY S. STINE
Notary Public
Frederick County, MD
My Commission Expires 7/30/06