

FEB 1 1 2004

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
JAN COLEMAN, COUNTY CLERK



\$41.00

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200402380

1:52:45 PM 2/10/2004

DMR-AGRDMR Cnt=1 Stn=3 SUSAN
\$20.00 \$10.00 \$11.00

SUBDIVISION COMPLIANCE AGREEMENT

Sweet Pea Estates

Tax Lot Number 3217CB 00113

Planning Division File #: S-36-03

THIS AGREEMENT made and entered into this 8th day of January, 2004, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **Gregory S. Marugg** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as Sweet Pea Estates located in the City of Newberg, Oregon.
2. The **CITY**'s 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** Code, 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** Code 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 April, 2004**; 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; **ALL PUBLIC IMPROVEMENTS HAVE BEEN COMPLETED AND NO BOND IS REQUIRED FOR THIS PROJECT.**
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. **ALL PUBLIC IMPROVEMENTS WERE INSTALLED BY CITY OF NEWBERG PUBLIC WORKS DIVISION. SECURITY TO PROVIDE FOR THE CORRECTION OF AND DEFECTIVE MATERIALS OR WORKMANSHIP IS NOT REQUIRED.**

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.

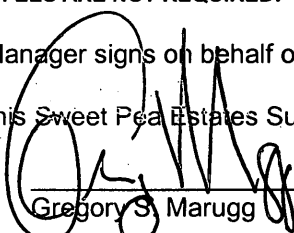
6. The conditions, covenants and restrictions, if any, shall be approved by the **CITY** and recorded prior to the sale of any lots.

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** Code;
- (c) 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;
- (d) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;
- (e) **SUBDIVIDER** agrees to pay an engineering fee to cover final review and inspection of all public improvements. **ALL PUBLIC IMPROVEMENTS WERE INSTALLED BY CITY OF NEWBERG PUBLIC WORKS DIVISION. ENGINEERING REVIEW AND INSPECTION FEES ARE NOT REQUIRED.**

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 Sweet Pea Estates Subdivision Agreement on the date first above mentioned.

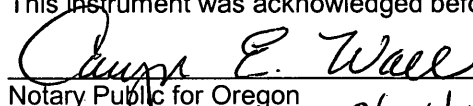


Gregory S. Marugg

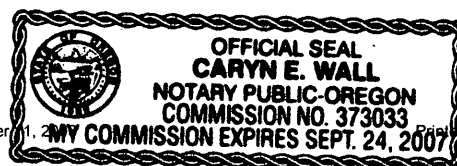
State of Oregon)
)
) S.S.

County of Yamhill)
)

This instrument was acknowledged before me this 7 day of January, 2004, by Gregory S. Marugg.



Notary Public for Oregon
My Commission Expires: 9/24/07



BENEFICIARIES OF TRUST DEED

- (A) Valley Mortgage, Beneficiary of Trust Deed dated June 26, 2002, 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 Sweet Pea Estates 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: Stuart D. Brown

Title: President

State of Oregon)
County of Yamhill) s.s.

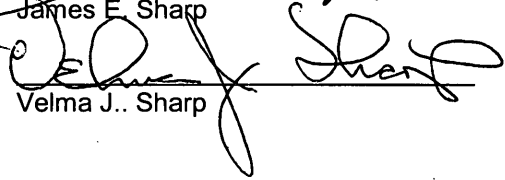
This instrument was acknowledged before me on this 1 day of January, 2004, by
Stuart D. Brown, President of Valley Mortgage, Inc.


Notary Public for Oregon
My Commission Expires 9/24/07



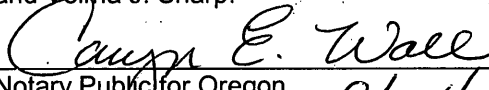
BENEFICIARIES OF TRUST DEED

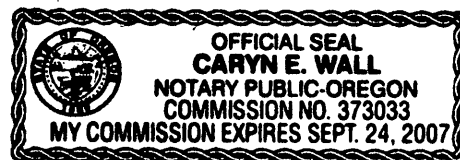
- (B) James E. Sharp and Velma J. Sharp, Beneficiaries of Trust Deed dated April 22, 2002, agree to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiary agrees that the **CITY** may enter and remain upon the property that is known as Sweet Pea Estates 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.


James E. Sharp

Velma J. Sharp

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

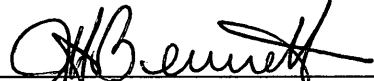
This instrument was acknowledged before me this 8 day of January, 2004 by James E. Sharp and Velma J. Sharp.


Notary Public for Oregon
My Commission Expires: 9/24/2007



Division Approval: 

CITY OF NEWBERG


James H. Bennett
City Recorder

APPROVED AS TO FORM


Terrence D. Mahr
City Attorney