

FEB 1 1 2004

CITY OF NEWBERG
CITY RECORDER INDEX NO. 2057

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

200402397



\$41.00

00156867200400023970040047

02/10/2004 02:36:02 PM

PR-AGRPR Cnt=1 Stn=2 ANITA

\$20.00 \$10.00 \$11.00

SUBDIVISION COMPLIANCE AGREEMENT

Valley Meadows No. 2

Tax Lot Numbers 3207 3400, 3207 3701, and 3207 DB 7000

Planning Division File #S-37-03

THIS AGREEMENT made and entered into this 3rd day of February, 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 **Wand-Nelson Contractors, d.b.a. Willamette Valley Homes** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Valley Meadows No. 2" 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 **May, 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; 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 purpose of assuring **SUBDIVIDER's** full and faithful completion of the required improvements within said subdivision. The only incomplete item that needs to be bonded for is the landscaping. The escrow account for the subdivision known as "Valley Meadows" containing the sum of \$8,134.00 for landscaping has been expanded to include the cost of street trees for Valley Meadows No. 2; as approved by City Planning Division.

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 8/22/03 to provide for the correction of and defective materials or workmanship for a period of two (2) years after final acceptance as defined by **CITY** Code. The amount of the bond is to be 15% of the \$459,217.90 total cost of public improvements which amounts to \$68,882.69.

5. Development of this property depends on the completion of the Crater Lane Local Improvement District (LID) Project. Occupancy permits shall be withheld until the completion of the LID. The **SUBDIVIDER** has submitted a letter agreeing to hold the **CITY** harmless in the event of delay of completion of the LID. An estimated LID assessment amounting to **\$98,075.00** shall be paid to the **CITY** and held in an escrow account until the LID is completed and the exact amount of the assessment is calculated, at which time any excess in the escrow account shall be refunded to **SUBDIVIDER** or **SUBDIVIDER** shall make an additional payment to cover any deficiency in the escrow account.

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.

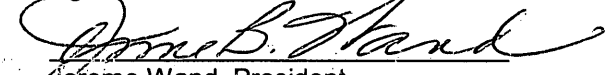
8. The **CITY** agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

- (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** 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** shall provide accurate as-built construction plans to the Engineering Division;

- (e) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Division approval of the preliminary plat;
- (f) **SUBDIVIDER** agrees to pay an engineering fee to cover final review and inspection of all public improvements. The cost of the improvements, based on the engineer's estimate dated 8/22/03, is \$459,217.90. The amount of engineering fees is 5% of the total cost of all improvements, which said amount is \$22,960.90.
- (g) This property is subject to a reimbursement agreement for the Crater Lane water line. The **SUBDIVIDER** agrees to pay the reimbursement amount of **\$9,007.76**.

9. The date of this agreement shall be the date the City Manager signs on behalf of the City of Newberg.

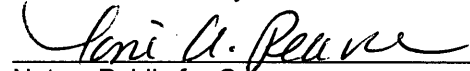
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

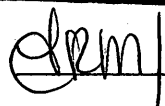

Jerome Wand, President
Wand-Nelson Contractors, Inc.
d.b.a Willamette Valley Homes

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

This instrument was acknowledged before me on this 28 day of January, 2004, by Jerome Wand, to me known to be the President of Wand Nelson Contractors, Inc., d.b.a. Willamette Valley Homes.



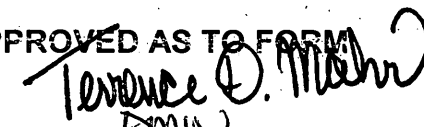

Toni A. Pearce
Notary Public for Oregon
My Commission Expires on March 31, 2007

Division Approval: 

CITY OF NEWBERG


James H. Bennett
City Recorder

APPROVED AS TO FORM


Terrence D. Mahr
City Attorney

AFTER RECORDING RETURN TO:

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

**ESCROW AGREEMENT FOR PRE-PAYMENT OF
CRATER LANE LOCAL IMPROVEMENT DISTRICT (LID) ASSESSMENT
IN RELATION TO
VALLEY MEADOWS PHASE 2 SUBDIVISION**

This Agreement is entered into between Jerome Wand, President of Wand-Nelson Contractors, Inc., dba Willamette Valley Homes, Owner of the above referenced property, hereinafter referred to as "**Owner**", and the City of Newberg, hereinafter referred to as "**City**", for the purpose of prepaying the Crater Lane Pump Station Local Improvement District assessment outlined in the Conditions of Approval for Valley Meadows Phase 2 Subdivision.

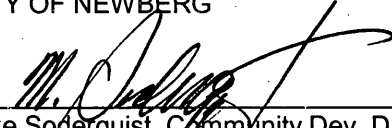
The **Owner** is depositing with the **City** the sum of \$98,075.00. Such sum shall be deposited in an interest bearing account. Interest on said sum shall adhere to the **Owner's** account. Said funds can be co-mingled with other **City** funds. Such funds shall be held solely in accordance with this agreement.

By depositing said sum, the **Owner** and the **City** do not agree that this is the full amount necessary to satisfy the final LID assessment. The **City** does not forego the right to adjust the final assessment as determined by the final project cost and require the **Owner** to pay any cost that might be incurred beyond the money deposited.

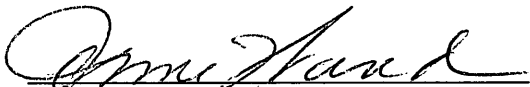
READ THIS AGREEMENT CAREFULLY. THE SIGNATURES OF THIS AGREEMENT ALSO ACT AS A RECEIPT THAT THE CITY HAS RECEIVED \$98,075.00 FROM WAND-NELSON CONTRACTORS, INC, dba WILLAMETTE VALLEY HOMES. CL # 6520

DATED this 28th day of January, 2004.

CITY OF NEWBERG

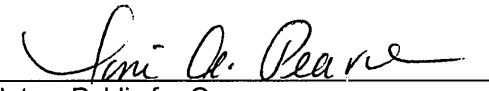

Mike Soderquist, Community Dev. Director
Dated: 02/03/04

OWNER


Jerome Wand, President
Wand-Nelson Contractors, Inc. dba
Willamette Valley Homes

State of Oregon)
County of Yamhill s.s.

This instrument was acknowledged before me on this 28 day of January, 2004 by Jerome Wand, President.


Notary Public for Oregon
My Commission Expires March 31, 2007



When agreement has been completed, release funds and mail to:
Jerome Wand, Willamette Valley Homes, P.O. Box 760, Wilsonville, Oregon 97070