

Affidavit of Consent To Subdivision

COLUMBIA RIVER BANK, beneficiary of that Deed of Trust recorded in Instrument No. 200404995, Yamhill County Deed Records, pursuant to O.R.S. 92.075(4). Hereby consent and agree to the platting of that certain tract approved by the City of Newberg Planning director, Subdivision Number S-41-03, by a subdivision for Pacific Construction, Inc. Fee Owner. We have viewed said plat and consent to all those conditions of approval by the City of Newberg.

Bob Ficker V.P. + BRANCH MANAGER

COLUMBIA RIVER BANK

ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Yamhill) as.

On this day the 24th of May, 2004, Bob Ficker did personally appear who being duly sworn, did say that he/she is the identical person named in the forgoing instrument and that he/she executed said instrument on behalf of COLUMBIA RIVER BANK, and that he/she executed said instrument freely and voluntarily.



AFTER RECORDING RETURN TO:
CITY OF NEWBERG ENGINEERING DEPT
PO BOX 970
NEWBERG, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$61.00

200417555

11:16:58 AM 8/25/2004

DMR-AFFDMR Cnt=1 Stn=1 KAREN
\$40.00 \$10.00 \$11.00

EXHIBIT A

PORTLAND GEN ELEC CO 503 463 4308

07/07 '04 14:09 NO.581 02/02

Portland General Electric

Line Extension Cost Agreement

Applicant	Todd Saunders (Saunders Co.)	Date	06/28/04
Project Name	Crater St OH to UG Conversion	Job No.	WR NA
Service Address	Crater & Myrtlewood, Newberg		
Mailing Address	Fax: 503 537 9952		
A. Line extension costs eligible for allowance:		\$	0.00
B. Allowance:		\$	0.00
C. Applicant responsibility (A - B):		\$	0.00
D. Line extension costs NOT eligible for allowance:	Cost to Remove OH	\$	353.65
E. Premium underground equipment not eligible for allowance:		\$	
F. Total applicant responsibility (C + D + E):		\$	353.65
Payment terms:			Cash In Advance
AGREEMENT			
PGE agrees to install your line extension for the amount described in "Total applicant responsibility", Line F above, under these terms and conditions:			
1. You are responsible for obtaining necessary easements, and the costs thereof are not included in included in this agreement. <i>UG Vaults & Conduits to be installed within PVEs</i>			
2. Unless otherwise indicated, the calculation of the line extension costs assumes standard construction and a route determined by the Company.			
3. The terms of this Agreement are subject to change if the line extension is not completed within six months of the Agreement date or if there are any changes in construction design.			
4. You have no ownership rights in the line extension materials or easements other than the right to a refund as described in Section 5.			
5. In the event additional customers are served off this line extension within five years from the date the line extension is energized, you may be entitled to a refund of part of the amount shown only on line "C" above. In order to qualify for a refund, the applicant responsibility (Line C) must have exceeded \$100 and you must request a refund from PGE within six years from the date your line extension was energized.			
6. The costs shown above on Line F represents applicant's acceptance of standard underground equipment. Non-standard underground equipment is an option at an additional cost shown in Line E.			
Applicant Name (print)			
Applicant Signature		Phone	
PGE Representative OAL HAMMER		Phon 503-463-4383	

PGE 71910 (Mar 2002)

EXHIBIT B

P. 2

NAME: CITY OF NEWBERG ADMIN

JUL-15-2004 THU 16:12 TEL: 503.535.75013



2200 NW Cornelius Pass Rd #200
Hillsboro, OR 97124
(503) 531-9216

ESTIMATE

JDC Homes
Attn: Doug

July 12, 2004

Doug,

Sorry I didn't get this over earlier today, but here's the quote for the street trees as discussed:

Quantity	Item	Price
37	Scarlet Oaks - 1.5" Caliper	\$105.00 ea
37	Oregon Ashes - 1.5" Caliper	\$105.00 ea

Based on the list you had faxed me, I would go with either the Scarlet Oak or the Oregon Ash. I think they would be the nicest and fullest looking 1.5" caliper trees on the list. I took into account price and availability of the trees as well.

Please call me if you have any questions.

Thanks,

Terry Peniak

Terry Peniak
(503) 969-2144 cell
(503) 531-9216 office

37
x
105

3,885.00
x 110.90

\$4273.50

EXHIBIT C



The Saunders Company Inc.

rec'd 7/26

July 22, 2004

To: Doug Harnar
From: Todd Saunders
RE: Total Construction Costs for Westpark I

The total construction cost for the project was \$250,490.00. I know that inspection fees were paid for \$45,035.00 in November 2003. The remaining inspection fees should be based on the balance of 205,455.00. Break down of remaining costs are as follows:

1.	Street improvements	\$100,672.00
2.	Storm Improvements	\$49,309.00
3.	Franchise utilities	\$45,200.00
4.	Misc. clean-up	<u>\$10,274.00</u>
		\$205,455.00

If you have any additional questions, please let me know.

Todd Saunders

P.O. Box 536 • Dundee, OR 97115
(503) 537-9950 • Fax (503) 537-9952

2/2 p. 4389

Jul 26, 2004 4:09PM

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

SUBDIVISION COMPLIANCE AGREEMENT
WESTPARK 1

Tract 4 in County Survey No. 147C
Tax Lot 3207 3704
Planning Division File #: S-41-03

THIS AGREEMENT made and entered into this 13th day of August, 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 **Pacific Construction, Inc.** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Westpark 1" 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 **November, 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 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 \$353.65 estimated cost (Exhibit A) of the unfinished work which amounts to \$530.48. The **CITY** agrees to waive the fee normally required to manage this performance agreement. The amount of the landscaping bond is to be 110% of the \$3,885.00 estimated cost (Exhibit B) of the work which amounts to **\$4,273.50**. The street trees must be planted in front of any home prior to receiving final occupancy on that home. These bonds may be combined into one bond.

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 July 22, 2004 (Exhibit C) 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 \$250,490.00 total cost of public improvements which amounts to \$37,573.50.

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. 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** shall hold the **CITY** harmless in the event of delay of completion of the LID. An estimated LID assessment amounting to **\$103,241.00** shall be paid to the **CITY** and held in an escrow account until the LID is completed and the exact amount of the assessment has been approved by City Council, 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.

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) **SUBDIVIDER** has provided a maintenance bond or other form of security as indicated in paragraph 4.
- (d) The water and sewer development fees will be charged in accordance with the appropriate **CITY**

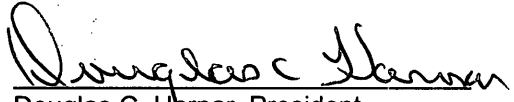
ordinances and resolutions **at the time that the building permits are issued** for each additional lot;

- (e) **SUBDIVIDER** shall provide accurate as-built construction plans to the Engineering Division;
- (f) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;
- (g) **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 July 22, 2004, is \$250,490.00. The amount of engineering fees is 5% of the total cost of all improvements, which said amount is \$12,524.50.
- (h) This property is subject to a reimbursement agreement for the Crater Lane water line. **SUBDIVIDER** agrees to pay the reimbursement amount of **\$4,141.50**.

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

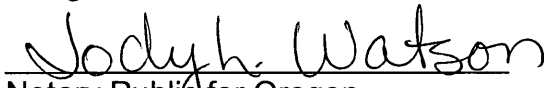
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

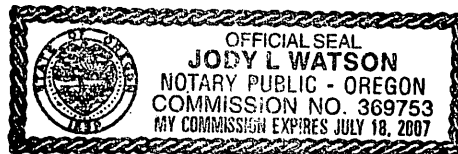
Pacific Construction, Inc.


Douglas C. Harnar, President

State of Oregon)
County of Yamhill) : ss

This instrument was acknowledged before me on this 2 day of August, 2004, by Douglas C. Harnar, President of Pacific Construction, Inc.


Notary Public for Oregon
My Commission Expires: July 18, 2007



CONSENT AFFIDAVIT

- (A) Columbia River Bank, Beneficiary of Trust Deed dated March 4, 2004, 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 Westpark I 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.

*Replaced
with attached
signed document*

By: _____
Title: _____
By Authority of: _____

State of _____

County of _____

) s.s.

This instrument was acknowledged before me on this ____ day of _____, 2004, by

Name _____ Title _____ of Columbia River Bank.

Notary Public for Oregon
My Commission Expires _____

Division Approval: _____

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:

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



00176743200400173250010018

08/23/2004 03:40:47 PM

DMR-DDMR Cnt=1 Stn=2 ANITA
\$5.00 \$10.00 \$11.00

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Pacific Construction, Inc., Grantor, does hereby dedicate, grant and convey to the City of Newberg, a Municipal Corporation of the State of Oregon, hereinafter called the Grantee, for dedication of a Tract A of Westpark 1 Subdivision, in Yamhill County, State of Oregon.

TO HAVE AND TO HOLD the above described, dedicated, granted and conveyed premises unto said Grantee, its successors and assigns forever.

The true consideration for this conveyance is \$0.00 and other valuable consideration.

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.

IN WITNESS WHEREOF, the parties have executed this document this 10th day of August, 2004.

Douglas C Harnar Pres
Grantor Signature

STATE OF OREGON)
City of Newberg :s.s.
County of Yamhill)

This instrument was acknowledged before me this 10 day of August, 2004, by Doug Harnar, President.

Carol C. Jackson
Notary Public for Oregon
My Commission Expires: 6/15/06



CITY OF NEWBERG
ACCEPTED:

James H. Bennett
James H. Bennett, City Recorder
Date: 8/17/04

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney
Date: 8/15/04

THIS IS AN ACCOMMODATION RECORDING ONLY
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT
NORTHWEST TITLE COMPANY