

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



\$41.00

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200303141

3:54:14 PM 2/07/2003

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

SUBDIVISION COMPLIANCE AGREEMENT

Whistler's Ridge 3 Subdivision

Tax Lot # 3208-3400

Planning Division File #:S-28-01

THIS AGREEMENT made and entered into this 26 day of December, 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 Sunny Ridge Partner's, LLC hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Whistler's Ridge 3 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 landscape improvements shall be completed on or before the **1st day of January, 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 these required landscape improvements within said subdivision. The amount of the bond is to be 110% of the \$1,620.00 estimated cost of the unfinished work which amounts to **\$1,782.00**. The street trees must be planted in front of any home prior to receiving final occupancy on that home.

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 February 7, 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 \$50,980.00 total cost of public improvements which amounts to \$7,647.00.

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) A signalization fee, in the amount of \$205.00, will be charged on each lot at the time that building permits are issued.
- (i) **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 February 7, 2002, is \$50,980.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is \$2,549.00.
- (j) 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.

Sunnyridge Partners, LLC

Michael Willcuts

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

This instrument was acknowledged before me this 26 day of December, 2002 by Michael Willcuts, on behalf of Sunnyridge Partners, LLC.

Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5/6/05



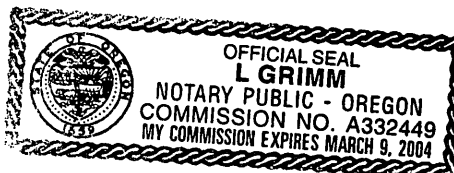
Sunnyridge Partners, LLC

Marc Willcuts

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

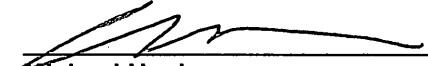
This instrument was acknowledged before me this 3rd day of Dec, 2002, by Marc Willcuts, on behalf of Sunnyridge Partners, LLC.

L. Grimm
Notary Public for Oregon
My Commission Expires: 3/9/04



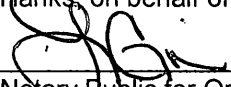
IN WITNESS WHEREOF, the parties have executed this Whistlers Ridge 3 Subdivision Agreement on the date first above mentioned.

Sunnyridge Partners, LLC


Michael Hanks

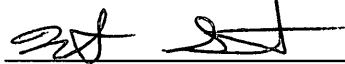
State of Oregon)
County of Yamhill) :s.s.

This instrument was acknowledged before me this 20 day of January, 2002, by Michael Hanks, on behalf of Sunnyridge Partners, LLC.


Notary Public for Oregon
My Commission Expires: 3/9/04



Sunnyridge Partners, LLC


Mart Storm

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

This instrument was acknowledged before me this 30 day of Dec, 2002 by Mart Storm, on behalf of Sunnyridge Partners, LLC.

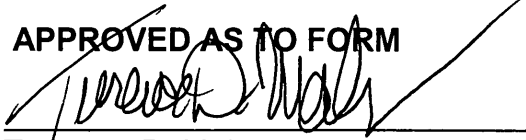

Notary Public for Oregon
My Commission Expires: 3/9/04



CITY OF NEWBERG


James H. Bennett
City Recorder

APPROVED AS TO FORM


Terrence D. Mahr
City Attorney

AFTER RECORDING RETURN TO:

Michael R. Willcuts
Sunnyridge Partners
PO Box 490
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

No Change

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$46.00

200303142

3:55:15 PM 2/07/2003

DMR-EDMR Cnt=1 Stn=3 SUSAN
\$25.00 \$10.00 \$11.00

EASEMENT

This Easement Agreement (herein known as "EASEMENT") is made and executed this 7 day of FEB., 2003, by Sunnyridge Partners LLC (herein known as "Sunnyridge");

WITNESSETH:

WHEREAS, Sunnyridge is the owner of real property more particularly described on attached Exhibit "A".

WHEREAS, Sunnyridge has obtained preliminary subdivision plat approval associated with the said real property described on Exhibit "A" with the subdivision name to be "WHISTLERS RIDGE PHASE 3" with the said subdivision to contain eight (8) lots.

WHEREAS, as a condition of obtaining the City of Newberg approval to record the final plat associated with WHISTLERS RIDGE PHASE 3, Sunnyridge is required to convey and record an emergency vehicle easement which will be resident on a portion of the real property more particularly described on attached Exhibit "A".

WHEREAS, Sunnyridge is agreeable to conveying and recording an emergency vehicle easement but only upon the express terms and conditions set forth herein.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions contained herein, Sunnyridge bargains and agrees as follows:

1. Sunnyridge conveys to the public (City of Newberg) and allows to be recorded a non-exclusive easement for purposes of emergency vehicle turnaround over real property more particularly described on attached Exhibit "A" with the said easement more particularly described on attached Exhibit "B" and the associated map attached as Exhibit "C".

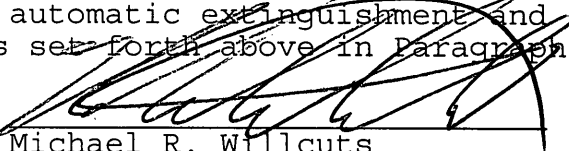
2. Sunnyridge or its successors in interest are responsible for the payment of all maintenance, repairs, and improvements to the said easement.

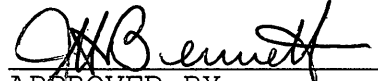
3. This said emergency vehicle easement will automatically terminate and be extinguished and will no longer be an encumbrance associated with real property more particularly

described on attached Exhibit "A" upon the occurrence of the following event:

A. The connection of Knoll Drive and Edgewood Drive.

4. The said easement described on attached Exhibit "B" runs with the land, subject to the automatic extinguishment and termination of the easement as set forth above in Paragraph #3.

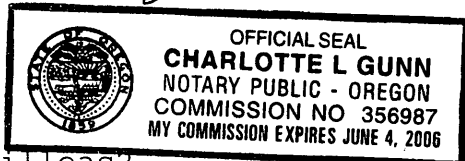

Michael R. Willcuts
Managing Member


APPROVED BY:
The City of Newberg
by: _____

State of Oregon)
) ss
County of Yamhill)

Personally appeared the above-named Michael R. Willcuts before me and stated that he was the managing member of Sunnyridge Partners LLC and further acknowledged the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 7 day of February, 2003.



/willeas2

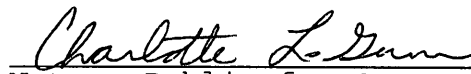

Notary Public for Oregon
My commission expires: 6/4/06

EXHIBIT "A"

A tract of land in Section 8, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being more particularly described as follows:

Beginning at the initial point, said point being the Northeast corner of WHISTLER'S RIDGE - PHASE 2; thence South $00^{\circ}00'40''$ West 324.74 feet to the Southeast corner of Tract D of WHISTLER'S RIDGE - PHASE 2 and the North line of Parcel 3 of Partition Plat 1998-60; thence North $89^{\circ}54'59''$ East 266.50 feet along the North line of said Parcel 3 to an iron rod; thence North $00^{\circ}00'40''$ East 324.84 feet to the Southeast corner of Lot 148 of OAK KNOLL NO. 7; thence South $89^{\circ}53'46''$ West 266.50 feet along the South line of OAK KNOLL NO. 7 to the point of beginning.

EXHIBIT "B"

Matt DuncKel & Assoc.
3765 Riverside Drive
McMinnville, Oregon. 97128
Phone: 472-7904
Fax : 472-0367

Date: 6 Nov. 2002

Sunnyridge LLC - Legal Description of (WHISTLER'S RIDGE 3)
Emergency Vehicle Easement - Knoll Drive

An easement for Emergency Vehicle access in Section 8,
Township 3 South, Range 2 West, City of Newberg, Yamhill
County, Oregon, the perimeter of which is described as
follows:

Beginning at a point that is South 57°33'41" East
97.73 feet from the northeast corner of Lot 17 of
WHISTER'S RIDGE - Phase 2; thence North 89°54'59" East
90.00 feet; thence South 00°00'40" West 20.00 feet; thence
South 89°54'59" West 90.00 feet; thence
North 00°00'40" East 20.00 feet to the point of beginning.

WHISTLER'S RIDGE Phase 2

Exhibit " --- "

City of Newberg

Location: SW 1/4 of Section 8, T.2S., R.3 W., W.M.
City of Newberg, Yamhill County, Oregon.

Matt Dunckel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone : 503-472-7904
Fax : 503-472-0367

