

FOR: _____

**CITY OF OREGON CITY
RESIDENTIAL LAND DIVISION COMPLIANCE AGREEMENT**

THIS RESIDENTIAL LAND DIVISION COMPLIANCE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ by and between the CITY OF OREGON CITY, a municipal corporation of the State of Oregon (City), and _____ (Applicant).

RECITALS

- A. City approved Applicant’s preliminary plat of the _____ project / Planning File No. _____ (Land Division) on _____; and
- B. City’s engineering staff issued approval of public improvement construction plans on _____; and
- C. Applicant has submitted to the City for approval of the final plat of the Land Division located in the City of Oregon City, Clackamas County, Oregon; and
- D. Applicant has not met all construction requirements set forth in City’s Code for approval of final plats of land divisions and set forth in conditions of approval for the Land Division codified by this Agreement (inclusive of remaining construction improvements provisioned below); and
- E. The remaining construction improvements to be completed are set forth in Exhibit A, attached hereto and by this reference incorporated herein;

NOW, THEREFORE, the City hereby grants approval to the final plat of the Land Division, subject to and in consideration of the stipulations and agreements to be kept by the Applicant as follows:

AGREEMENT

1. The remaining Final Inspection items shall be completed within six months of the date of this agreement. Street trees shall be installed within two months (planting weather permitting) upon 90% completion of the subdivision build-out (completed homes); provided, however, that all street trees on completed home frontages shall be completed no later than two years from Land Division completion certification date. Vacant lot street trees shall be planted on these lots at the two-year point and the Applicant shall maintain them for at least one growing season. Seasonal planting allowances shall be considered if the two-year period occurs during non-ideal planting time. This obligation always rests with Applicant regardless of any private agreements with homebuilders. A \$_____ cash surety (as described in Exhibit B attached hereto) is required for the deferment of required street tree plantings (for _____ street trees).

2. The Applicant shall provide a cash escrow or other approved equivalent security, as determined by the City, to secure faithful performance of such obligation to perform the required improvements as specified herein. The amount of security shall be in the sum of \$_____ (see Exhibit A). This Agreement shall not be effective or binding upon the City until such security has been furnished to and approved by the City Manager of Oregon City or designee.

3. Should Applicant fail to complete the improvements described on the attached Exhibit A within the period(s) of time provided by this Agreement, City may complete the same and recover full cost and expense thereof from the security. If this source of funding proves insufficient, then such deficiency may be recovered directly from Applicant. If City Manager or designee determines an extension of time is warranted to complete the required improvements, City may grant an extension pursuant to the City's Code for a period not to exceed six months. Extensions shall be applied for by Applicant at least 30 days prior to the end of the period required for completion of construction. At expiration of such period for compliance, City shall use as much of security to construct improvements as may be necessary. If that source proves insufficient, the City may perform the work and recover the cost from Applicant.

4. As an additional condition to the acceptance and approval by the City of installation of all required public improvements within the Land Division, Applicant shall post with the City a Maintenance Guarantee for 15% of the total cost of installation of required public improvements to guarantee such public improvements against defects in design, construction, workmanship or material for a term of no less than two years from the date of their acceptance. The amount of Maintenance Guarantee shall be in the sum of \$_____ as set forth in Exhibit C attached hereto. This Agreement shall not be effective or binding upon the City until such Maintenance Guarantee has been furnished to and approved by the City Manager of Oregon City, or designee. The Maintenance Guarantee shall be provided by a lending institution licensed to do business as a lending institution in the State of Oregon or by a bonding company licensed in the State of Oregon. Alternate form of security is subject to approval of City Attorney. Applicant shall submit in a timely manner, but not more than three months from date of acceptance of the improvements by the City, reproducible "As-Built/Record" drawings of completed public improvements to the City in accordance with the Oregon City Public Works "Guidelines for Private Development".

5. Applicant shall be responsible for paying engineering technical plan check and inspection fees to defray the City's costs for technical plan checks, approved construction drawings, periodic inspection of construction and other incidental services furnished by City to the Applicant. These fees shall be based upon the estimated cost of the Land Division's improvements. It is understood that this payment for technical plan checks, approved construction drawings, periodic inspection and other incidental services does not relieve Applicant of the responsibility to provide full-time supervision and inspection of all construction.

6. Applicant agrees to provide for restoration of any monument 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, obliterated, removed or destroyed, whether willfully or not, by the Applicant, or agents, employees or contractors of the Applicant.

7. In some cases, the City may install street identification and traffic-control signs within the Land Division in consideration of payment by the Applicant for City's costs for material, labor and administration; otherwise, the Applicant shall be responsible for this work.

8. In the event that the City must enforce this Agreement, the prevailing party shall be entitled to attorney fees and expenses necessary to enforce this Agreement with respect to trial, arbitration, and appeal.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by the City Manager, and the Applicant has caused this Agreement to be signed and the Applicant's seal affixed the date and year first written above.

APPLICANT

Applicant's Name Printed

Applicant's Signature

Applicant's Representative's Name and Title Printed

Applicant's Representative's Signature

STATE OF OREGON)
)
County of _____)

This record was acknowledged before me on (month & day) _____, 20____

by _____, as _____
Signer's printed name *Title (write "N/A" if not applicable)*

of _____
Name of Corporation on whose behalf record is executed (write "N/A" if not applicable)

Stamp notary seal: WITNESS my hand and official seal.

Signature of Notary Public
My commission expires: _____

Accepted on behalf of the City of Oregon City:

By: Anthony J. Konkol III, City Manager

By: John M. Lewis, Public Works Director