

**IMPROVEMENT AGREEMENT**

between

TILLAMOOK COUNTY

and

\*

for

**See Appendix C for related procedural details and applicability**

**NOTE: This document is drafted by Public Works staff**

[ "\_\_\_\_\_ St/Ave" Road Improvement ]

This Improvement Agreement, hereafter "AGREEMENT", is entered into by and between \*, hereafter "DEVELOPER", and Tillamook County, a political subdivision of the State of Oregon, hereafter "COUNTY", pursuant to COUNTY Public Road Improvement Ordinance. COUNTY and DEVELOPER intend to guarantee that the funds provided by the DEVELOPER for the improvement of [ "\_\_\_\_\_ St/Ave" ] are available for use by the COUNTY to complete said improvements in the event the said improvements are not completed by one year after approval of this Agreement. The mutual promises of each are given in exchange, and as consideration for, the promises of the other.

1. **GENERAL.** DEVELOPER has applied for permission to construct road improvements required for [ "\_\_\_\_\_ St/Ave" ]. DEVELOPER agrees to comply with the terms of this AGREEMENT.

**COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS.**

2. **AGREEMENT.** DEVELOPER shall complete, on or before eighteen months after the date of the below signatures by the Tillamook County Board of Commissioners, in accordance with the specifications and standards set forth in the "Public Road Improvement Ordinance" of Tillamook County, Oregon, the street and related improvements as described and specified in the approved construction plans for [ "\_\_\_\_\_ St/Ave" ].
3. **AGREEMENT DOCUMENTS.** The following documents comprise the AGREEMENT and are incorporated here by reference in their entirety.
  - 3.1 The Assignment of Funds or Bond.
  - 3.2 The Cost Estimate (as provided by the DEVELOPER's contractor/engineer and approved by COUNTY Public Works).
  - 3.3 The Improvement Plans (previously approved by Public Works).
4. **STANDARDS.** Said improvements shall conform to the ordinances of the COUNTY and be in accordance with the specifications and standards on file in the office of the Tillamook County Public Works Department, and shall be guaranteed for a period of one year after approval by the COUNTY against defects in workmanship or materials.
5. **ASSIGNMENT OF FUNDS.** The Contractor Cost Estimate, as approved by COUNTY is \$\*. DEVELOPER has provided an Assignment of Funds or bond to secure the faithful performance of his obligations as specified

herein. The Assignment of Funds or bond is for the amount of 110% of the improvement costs or \$\*.

6. **CONDITIONS OF ASSIGNMENT OF FUNDS.** Should the DEVELOPER fail to complete said improvements within such period of time, the COUNTY may complete the same and recover full cost and expenses thereof from the cash escrow or bond. If the amount of cash escrow or bond is less than the cost and expense incurred by the COUNTY, the DEVELOPER shall be liable to the COUNTY for the difference. If the COUNTY determines that an extension of time is needed to complete the improvements; an extension may be granted for a period of not to exceed six (6) months. At the end of the extended time the COUNTY will use as much of the escrow or bond to construct the improvements as may be necessary.

7. **RELEASE OF FUNDS.** Following completion of required construction work and Tillamook County Public Works' approval of the work, the Director of Public Works shall complete actions to release the Assignment of Funds to the applicant within 30 (thirty) days.

**Acknowledgment:** EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

\_\_\_\_\_  
DEVELOPER

\_\_\_\_\_  
DATE

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200X.

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

\_\_\_\_\_  
XXXXXXXXXXXXXXXX, Chairperson

APPROVED AS TO FORM:

\_\_\_\_\_  
XXXXXXXXXXXXXXXX, Vice-Chairperson

\_\_\_\_\_  
William K. Sargent,  
County Counsel

\_\_\_\_\_  
XXXXXXXXXXXXXXXX, Commissioner

STATE OF OREGON                    )  
  )  
County of Tillamook                )

On \_\_\_\_\_, **200X** the above named

\_\_\_\_\_ personally appeared before me and  
acknowledged the foregoing instrument to be his voluntary act and deed.

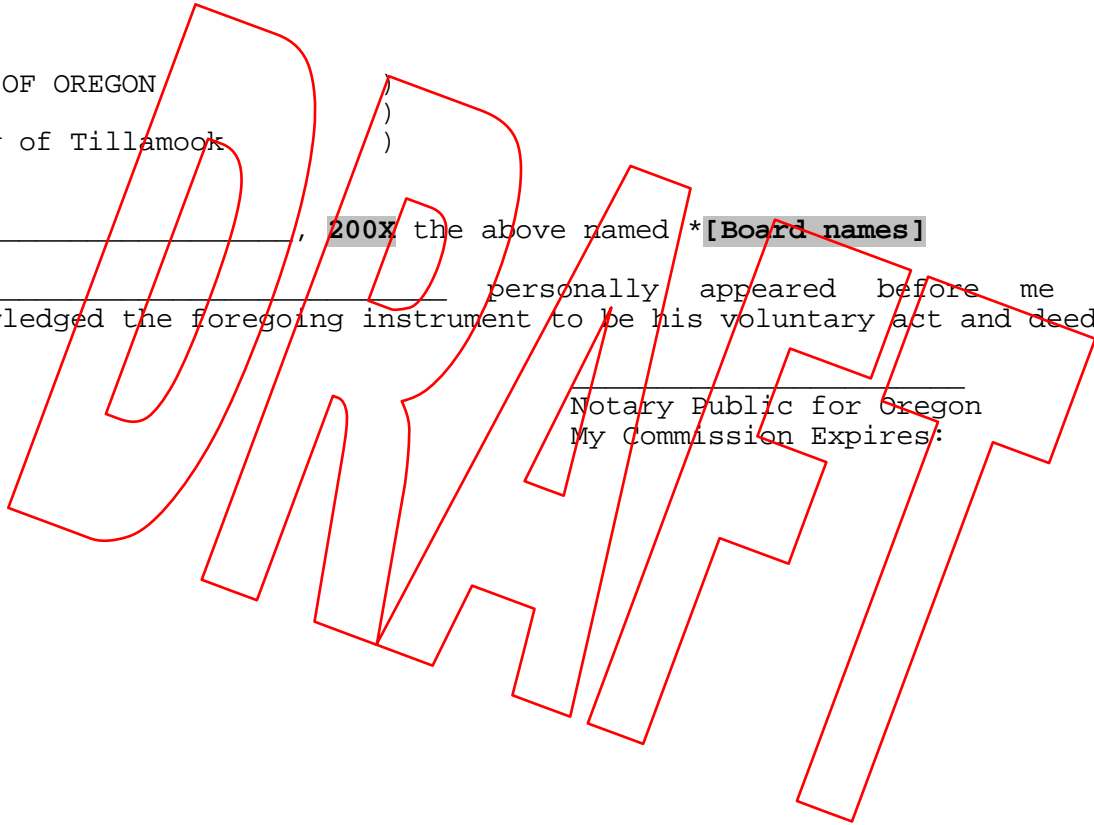
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

STATE OF OREGON                    )  
  )  
County of Tillamook                )

On \_\_\_\_\_, **200X** the above named \***[Board names]**

\_\_\_\_\_ personally appeared before me and  
acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:



ASSIGNMENT OF FUNDS

I, \*, hereby assign to Tillamook County the funds in account # \_\_\_\_\_, maintained with the \_\_\_\_\_ Branch of the \* [Bank name]. The funds in said account being a minimum of \$ \_\_\_\_\_ on the date of this Agreement. This assignment is made in lieu of furnishing a bond to Tillamook County to assure the completion of improvements of [" \_\_\_\_\_ " St/Ave].

The funds placed in said account are independent from other money. The funds are not to be released without the written consent of the Tillamook County Director of Public Works. A copy of this Assignment of Funds has been filed by the above said financial institution.

\* [Bank name] bank shall not be responsible for determining the propriety of any withdrawal by the County provided said withdrawal request includes a statement or invoice reflecting how the funds will be applied.

This assignment is made this \_\_\_\_\_ day of \_\_\_\_\_, 200X.

\_\_\_\_\_  
\*[Developer Name] / Assignor

STATE OF OREGON )  
County of Tillamook )

On \_\_\_\_\_, 200X the above named

\_\_\_\_\_ personally appeared before me and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

