1987 SEP 14 AM 11:33 F216P0893

arb 34 Sec 17 3S 2W

WAIVER OF RIGHTS TO REMONSTRANCE FOR STREET IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and Paul M. & Wilma E. Mills, the owners of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

> Description of real property as in Exhibit "A" which is hereby attached and by this reference incorporated.

The City and Owners agree that the above-described real property is held and shall be transferred, sold, and conveyed upon the condition that in the event any street or future street, or any part thereof abutting upon said property or lots created therefrom, or improved and/or paved in accordance with the practices and procedures of the City, no remonstrances to said proposed improvements shall be made and such right to remonstrate is hereby waived.

This agreement shall be binding upon the undersigned, who are the legal owners of the real property described above, and shall binding upon their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF, we have executed said document on this Sept 1 day of September, 1987.

OWNERS:

By: Paul M. Mills

BY: Wilma E. Mills

CITY OF NEWBERG:

By: Jim Watson

Jim Watson - City Manager

STATE OF OREGON)
City of Newberg) ss.
COUNTY OF YAMHILL)

On the 1st day of September, 1987, personally appeared the above-named individual(s) and acknowledged the foregoing instrument to be his/their voluntary act and deed.

NOTARY PUBLIC STATE OF OREGON (SEAL)

Terrence D. Mahr

Notary Public for Oregon
My Commission Expires: 10/8/88

Reference Newberg Planning Department File No.: P-5-87

STATE OF OREGON)
County of Yamhill) ss.

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

M. Gabriel

2150

07696

K

9-14-87

PROFESSIONAL LAND SERVICES
JOHNNIE M. SUMMERS P.L.S., INC.
P.O. Box 1044
Hillsboro, Oregon 97123
(503) 648-2019

August 28, 1987

Legal Description for Paul Mills

PARCEL 1

A portion of that certain tract of land as described in Volume 147 Page 586 Yamhill County, Oregon Deed Records and more particularly described as follows:

Beginning at an Iron Rod at the Southeast Corner of Lot 1 CRESTVIEW MANOR, a plat of record in Section 17, T3S, R2W, W.M., Yamhill County, Oregon and running thence N 0°00'20" E along the West Line of said tract of land as described in Volume 147 Page 586 399.06 feet to an Iron Rod at the Northwest Corner thereof, thence S 89°53'40" E along the North Line of said tract 373.79 feet to an Iron Rod on the West Line of Villa Road (as monumented), thence S 0°05'25" E parallel with and 30.00 foot distant from the Centerline of said monumented Villa Road 90.75 feet to an Iron Rod, thence N 89°53'40" W 140.00 feet to an Iron Rod, thence S 50°13'15" W 38.99 feet to an Iron Rod, thence S 0°05'25" E 200.00 feet to an Iron Rod at the Southwest Corner of a tract of land as described in Volume 185 Page 771 of said Deed Records, thence S 89°53'40" E along the South Line of said tract of land as described in Volume 185 Page 771 170.00 feet to an Iron Rod on the said West Line of Villa Road, thence S 0°05'25" E parallel with and 30.00 foot distant from the Centerline of said monumented Villa Road 63.24 feet to an Iron Rod, thence leaving said West Line of Villa Road on a 20.00 foot radius curve to the right (the long chord of which bears S 45°00'30" W 28.33 feet) 31.48 feet to an Iron Rod on the Easterly Extension of the North Line of Park Lane as platted in said CRESTVIEW MANOR, thence N 89°53'40" W along the said Easterly Extension 354.39 feet to the point of beginning.

Containing 2.556 Acres more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JOHNNIE M. SUMMERS
1043

1987 SEP 14 AM 11:33
F216P0894

9-14-87

PROFESSIONAL LAND SERVICES
JOHNNIE M. SUMMERS P.L.S., INC.
P.O. Box 1044
Hillsboro, Oregon 97123
(503) 648-2019

August 28, 1987

Legal Description for Paul Mills

PARCEL 2

A portion of that certain tract of land as described in Volume 147 Page 586 Yamhill County, Oregon Deed Records and more particularly described as follows:

Beginning at an Iron Rod on the West Line of Villa Road (as monumented) said Iron Rod bears 1077.00 feet North and 359.05 feet West of Northwest Corner of the D.D. Deskin D.L.C. No. 54 in Section 17, T3S, R2W, W.M., Yamhill County, Oregon and running thence S 0°05'25" E parallel with and 30.00 foot distant from the Centerline of said monumented Villa Road 125.00 feet to an Iron Rod on the North Line of a tract of land as described in Volume 185 Page 771 of said Deed Records, thence N 89°53'40" W along the said North Line 170.00 feet to an Iron Rod at the Northwest Corner thereof, thence N 0°05'25" W 100.00 feet to an Iron Rod, thence N 50°13'15" E 38.99 feet to an Iron Rod, thence S 89°53'40" E 140.00 feet to the point of beginning.

Containing 20,875 Square Feet more or less.

1987 SEP 14 AM 11:34
F216P0895

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JOHNNIE M. SUMMERS
1063

PROFESSIONAL LAND SERVICES
JOHNNIE M. SUMMERS P.L.S., INC.
P.O. Box 1044
Hillsboro, Oregon 97123
(503) 648-2019

August 28, 1987

Legal Description for Paul Mills

PARCEL A
DEDICATION

A portion of that certain tract of land as described in Volume 147 Page 586 Yamhill County, Oregon Deed Records and more particularly described as follows:

Beginning at an Iron Rod on the North Line of said tract of land as described in Volume 147 Page 586 said Iron Rod bears 1167.77 feet North and 359.20 feet West of Northwest Corner of the D.D. Deskin D.L.C. No. 54 in Section 17, T3S, R2W, W.M., Yamhill County, Oregon and running thence S 89°53'40" E along the said North Line 30.00 feet to the Northeast Corner thereof, thence S 0°05'25" E along the Centerline of Villa Road (as monumented) 215.75 feet to the Northeast Corner of a tract of land as described in Volume 185 Page 771 of said Deed Records, thence N 89°53'40" W along the said North Line of that tract of land as described in Volume 185 Page 771 30.00 feet to an Iron Rod, thence N 0°05'25" W parallel with and 30.00 foot distant from the said monumented Centerline of Villa Road 215.75 feet to the point of beginning.

Containing 6475 Square Feet more or less.

1987 SEP 14 AM 11:34
F216P0896

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JOHNNIE M. SUMMERS
1042

PROFESSIONAL LAND SERVICES
JOHNNIE M. SUMMERS P.L.S., INC.
P.O. Box 1044
Hillsboro, Oregon 97123
(503) 648-2019

August 28, 1987

Legal Description for Paul Mills

1987 SEP 14 AM 11:34

F 216 P 0897

PARCEL B
DEDICATION

A portion of that certain tract of land as described in Volume 147 Page 586 Yamhill County, Oregon Deed Records and more particularly described as follows:

Beginning at the Southeast Corner of said tract of land as described in Volume 147 Page 586 said point bears 746.21 feet North and 328.53 feet West of Northwest Corner of the D.D. Deskin D.L.C. No. 54 in Section 17, T3S, R2W, W.M., Yamhill County, Oregon and running thence N 89°53'40" W along the South Line of said tract 404.49 feet to the Southwest Corner thereof on the East Line of CRESTVIEW MANOR, a plat of record in said Section 17, thence N 0°00'20" E along the West Line of said tract of land as described in Volume 147 Page 586 22.44 feet to the Southeast Corner of Lot 1 CRESTVIEW MANOR, thence S 89°53'40" E along the Easterly Extension of Park Lane as platted in said CRESTVIEW MANOR 354.39 feet to an Iron Rod, thence along a 20.00 foot radius curve to the left (the long chord of which bears N 45°00'30" E 28.33 feet) 31.48 feet to an Iron Rod, thence N 0°05'25" W parallel with and 30.00 foot distant from the monumented Centerline of Villa Road 63.24 feet to an Iron Rod on the South Line of a tract of land as described in Volume 185 Page 771 of said Deed Records, thence S 89°53'40" E along the said South Line of that tract of land as described in Volume 185 Page 771 30.00 feet to a point on the East Line of said tract of land as described in Volume 147 Page 586, thence S 0°05'25" E along the said East Line of tract of land as described in Volume 147 Page 586 and the said monumented Centerline of Villa Road 105.75 feet to the point of beginning.

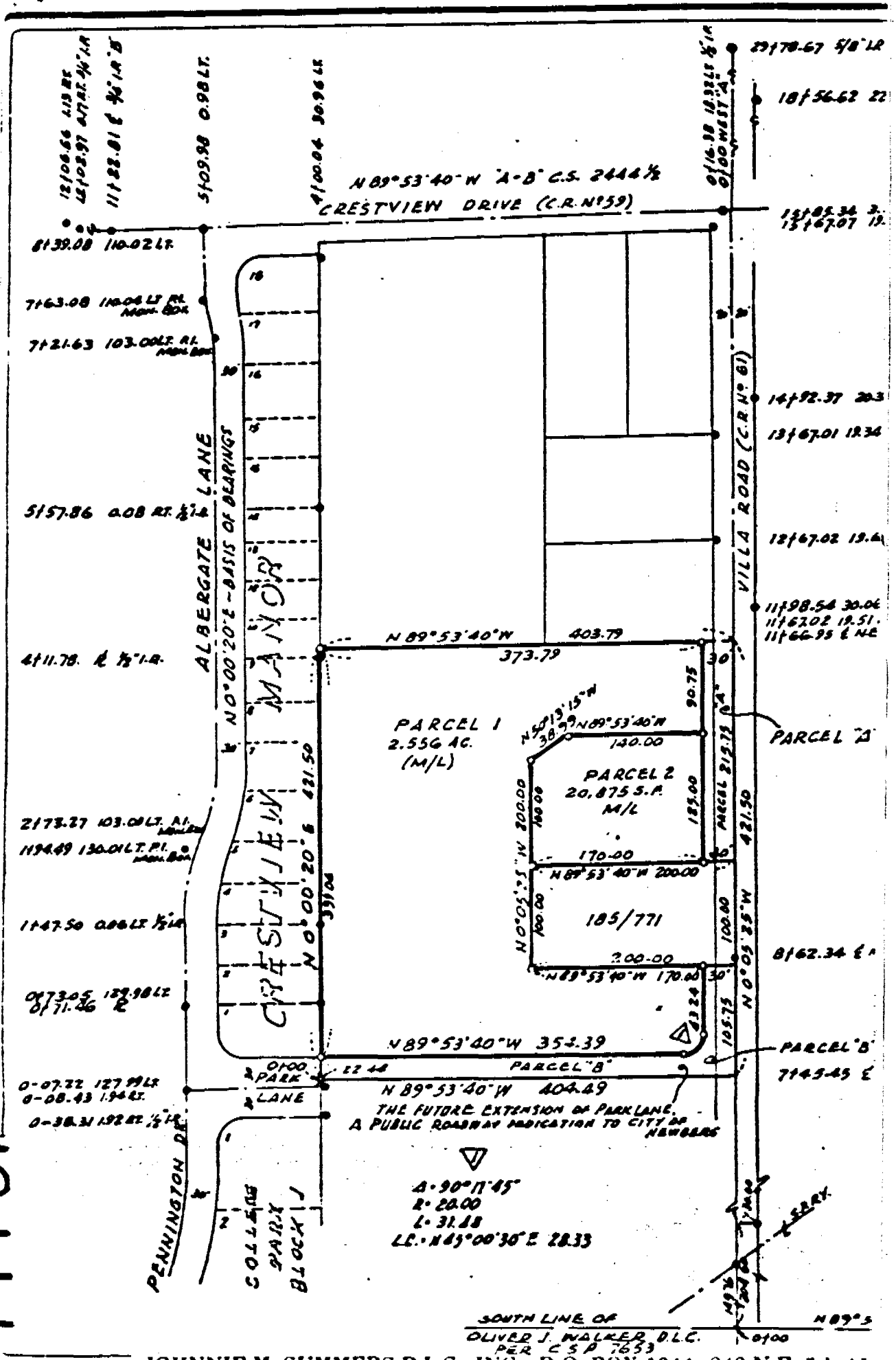
Containing 11,660 Square Feet more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JOHNNIE M. SUMMERS
1042

9-14-87

1987 SEP 14 AM 11:35 F216P0898



JOHNNIE M. SUMMERS P.L.S., INC. • P.O. BOX 1044 • 840 N.E. 5th AV

9-14-87

RECORD OF SURVEY

OF A MINOR PARTITION
FOR~ PAUL M. & WILMA E. MILLS
IN THE SW 1/4 OF NW 1/4 SEC 17, T3S, R2W, W.M., OREGON
YAMHILL COUNTY.
SCALE 1" = 100'
AUGUST 24, 1987

8.67 5/8" I.P. over 3/4" I.P.

8 ↑ 56.62 22.90 RT.

12 ↑ 85.34 3.13 LT. 3/4" I.P. "A"
13 ↑ 67.07 19.57 LT. 5/8" I.P.

6 ↑ 92.37 20.36 RT

7 ↑ 67.01 19.34 LT. 1 1/4" I.P.

2 ↑ 67.02 19.69 LT. 3/4" O.I.P.

↑ 98.54 30.06 RT. 2" I.P.
↑ 67.02 19.51 LT. 1 1/4" I.P. HELD FOR NORTH ℄
↑ 66.95 ℄ N.E. COR. PROP.

PARCEL "A" 6475 S.F. (m/l) DEDICATION

8 ↑ 62.34 ℄ MON. BOX

— PARCEL "B" 11,660 SF (m/l) DEDICATION
7 ↑ 45.45 ℄ S.E. CORNER PROP.

NARRATIVE~

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE A MINOR PARTITION.

FOR THE WEST LINE I HELD MONUMENTED PLAT OF CRESTVIEW MANOR. FOR THE EAST LINE I HELD MONUMENTED (PER PLATS OF RECORD) CENTERLINE OF VILLA ROAD AS SHOWN.I THEN HELD PARALLEL LINES AT 30' FEET FOR NEW RIGHT-OF-WAY.

FOR NORTH LINE I HELD FOUND MONUMENT 1-1/4" I.P. AND LINE PARALLEL WITH "A & B" (WHICH WERE SET IN C.S. 2444-1/2 AS A LINE PARALLEL WITH AND 1584.0 24CHAINS NORTH OF THE SOUTH LINE WALKER CLAIM) AND INTERSECTED SAID CONTROL FOR EAST AND WEST LINES. : THEN HELD DEED 147/586 DISTANCE NORTH AND SOUTH TO ESTABLISH THE SOUTH LINE AS NOTED.

I THEN HELD NORTHERN R/W OF PARK LANE TO ESTABLISH NEW DEDICATION FOR FUTURE STREET AND SET MONUMENTS AS NOTED.

I THEN SET MONUMENTS AS NOTED TO COMPLETE SAID APPROVED PARTITION.

9.50

STATE OF OREGON)
) ss.
County of Yamhill)

07697

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

YAMHILL COUNTY CLERK STATE OF OREGON

LEGEND~

- ● FOUND 5/8" I.R. UNLESS NOTED OTHERWISE
- O SET 5/8" X 30" I.R. W/YELLOW PLASTIC CAP STAMPED "SUMMERS P.L.S. 1042".
- Ø SET RAILROAD SPIKE DUE TO CULVERT PIPE.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 28, 1975
JOHN M. SUMMERS
1042

APPROVED
By Clay W. Markham
City Engineer P-S-87
Date 1 Sept 9, 1987
Conditions complete

9-14-87

N 89°52'00" W 322.26 • 5" IRON RE. COR. BY DAVISON RE C. No. 54

1990 MAY -9 PM 3:35 F243P0768

MAINTENANCE AGREEMENT
FOR TRACT "A" (PRIVATE ROAD FOR MILLS ADDITION)
AFFECTS LOTS 4, 5, 6 AND 7 OF MILLS ADDITION,
A RECORDED PLAT IN YAMHILL COUNTY

THIS MAINTENANCE AGREEMENT is entered into on the 20 day of April, 1990, by the Parties who have hereinafter executed said Agreement. The parties agree as follows:

1. Purpose of Agreement: The purpose of this agreement is to provide for the construction and pertpetual maintenance of an access roadway.

2. Legal Description: The access roadway is hereby described as: TRACT A, MILLS ADDITION, a recorded plat in Yamhill County, Oregon.

The parcels of land which jointly own and utilize TRACT A for access purposes are hereby described as: Lots 4, 5, 6, 7, MILLS ADDITION, a recorded plat in Yamhill County, Oregon.

3. Duration and Nature of Agreement: This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned landowner, Powell Industrial Builders, Inc., Bruce G. Longstroth and Sharon L. Longstroth and all persons claiming under it. It is their intent to create a continuing obligation and right on the part of themselves and subsequent owners of the subject land.

4. Construction: Powell Industrial Builders, Inc., Bruce G. Longstroth and Sharon L. Longstroth shall construct roadway improvements on TRACT A at their expense. TRACT A shall have a roadway built to City of Newberg standards which shall include paving sufficient to accomodate, at a minimum, 25 ton fire fighting apparatus. Further, there shall be no on-street parking on the completed TRACT A.

5. Ownership of TRACT A: Powell Industrial Builders, Inc., Bruce G. Longstroth and Sharon L. Longstroth as the initial owners of Lots 4 thru 7, MILLS ADDITION, are the owners of TRACT A. As Powell Industrial Builders, Inc., Bruce G. Longstroth and Sharon L. Longstroth transfers each of the aforesaid Lots 4 thru 7, MILLS ADDITION to subsequent purchasers, each such purchaser shall acquire an undivided ownership interest ~~may thereafter be diminished by the grant of additional undivided ownership~~ in TRACT A. The extent of each such purchaser's undivided ownership interest may thereafter be diminished by the grant of additional undivided ownership interests pursuant to paragraph 7 of this agreement. When Powell Industrial Builders, Inc., Bruce G. Longstroth and Sharon L. Longstroth have conveyed Lots 4 thru 7, MILLS ADDITION to others, their ownership interest in TRACT A shall terminate.

6. Maintenance: The owners of TRACT A shall be jointly and equally responsible for the maintenance of TRACT A. If however, the act or omission of any owner of TRACT A causes damage to the improvements constructed on TRACT A, that owner shall be responsible for repair of the improvements. The TRACT A improvements shall be maintained in a good workmanlike manner so as to comply with minimum city standards and so as to be safe for public travel.

7. Additional Owners of TRACT A: In the event any additional lots are hereafter created from the existing properties as a result of legal divisions of the same, the owners of the newly created lots shall possess an undivided ownership interest in TRACT A and shall participate in and be equally bound by

NORTHWEST TITLE COMPANY

this maintenance agreement.

8. Easements: TRACT A shall be subject to such easements as may be necessary to provide sewer, water, drainage and other necessary utilities. All sewer easements shall be to the specifications of the City of Newberg.

9. Indemnification: Powell Industrial Builders, Inc., Bruce G. Longstroth and Sharon L. Longstroth shall hold harmless, defend and indemnify the City of Newberg and the city's officers, agents and employees against all claims, demands, actions and suits, including all attorney's fees and costs, brought against any of them arising from the failure to properly establish and construct the improvements located on TRACT A which are subject to this agreement.

The owners of TRACT A shall hold harmless, defend, and indemnify the City of Newberg and the city's officers, agents, and employees against all claims, demands, actions and suits, including attorney's fees and costs, brought against them arising out of the failure to properly maintain the improvements located on TRACT A which are subject to this agreement

The owners of TRACT A shall require all workmen and contractors undertaking maintenance work hereunder to maintain standard liability insurance in a reasonable amount from a reputable insurance company protecting each owner.

Each of the owners of TRACT A agrees to release and indemnify the others against all liability for injury to themselves or damage to their property when such injury or damage result from any maintenance undertaken pursuant to this agreement.

10. Maintenance Obligations and Arbitration: The owners of TRACT A shall confer from time to time regarding performance of required maintenance under this agreement. In the event of a disagreement concerning maintenance obligations and payment, the owners of TRACT A shall agree upon an arbitrator who shall resolve such disagreement. If the owners of TRACT A cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Yamhill shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners of TRACT A and the fee of the abritrator shall be borne equally by the owners of TRACT A.

Any notice, demand, or report required under this agreement shall be sent to each owner in care of the street address of his/her parcel, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property; provided, however, that an owner can change his notification address hereunder by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being so mailed, whichever occurs first.

11. Termination: The owners of TRACT A may not withdraw from or dissolve this agreement without the written approval of the City of Newberg. If this agreement is a condition of the approval of a division of property, the City of Newberg may require such condition to be modified before permitting this agreement to be dissolved or permitting a party to withdraw from this agreement.

12. Release: At such time as TRACT A is dedicated to the public and accepted by the City of Newberg for maintenance, the owners of TRACT A are released from the maintenance obligation and from all other obligations under this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Maintenance Agreement.

1990 MAY -9 PM 3:35 F243P0770

Powell Industrial Builders, Inc.

By: Leroy D. Powell
Leroy D. Powell, President

By: Marian P. Powell
Marian P. Powell, Sec/Treas.

Bruce G. Longstroth
Bruce G. Longstroth

Sharon L. Longstroth
Sharon L. Longstroth

APPROVED AS TO FORM

By: Terrence D. Mahr
Terrence D. Mahr
City Attorney
City of Newberg

STATE OF OREGON)
) ss.
County of Yamhill)

BE IT REMEMBER, that on this 23rd day of April, 1990, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Bruce G. Longstroth and Sharon L. Longstroth, known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

JANET L. WINDER NOTARY (Seal) PUBLIC STATE OF OREGON

Janet L. Winder
Notary Public for State of Oregon
My commission expires: 5-6-93

BE IT REMEMBER, that on this 23rd day of April, 1990, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Leroy D. Powell, President of Powell Industrial Builders, Inc.; and, Marian P. Powell, Secretary-Treasurer of Powell Industrial Builders, Inc.; known to me to be the identical persons described and who executed the within instrument and on behalf of Powell Industrial Builders, Inc. and acknowledged to me that they did have the authority to execute said instrument on behalf of said corporation and did so with the intent to bind said corporation.

JANET L. WINDER NOTARY (Seal) PUBLIC STATE OF OREGON

Janet L. Winder
Notary Public for State of Oregon
My commission expires: 5-6-93

04184 15.00 10.00

STATE OF OREGON)
) ss.
COUNTY OF YAMHILL)

Recorded in the Yamhill County Deed records on the _____ day of _____ 1990, at Film/Volume/Page.

YAMHILL COUNTY CLERK I hereby certify that this instrument was received and duly recorded by me in Yamhill County records. Instrument # STATE OF OREGON

T. Fuller
CHARLES STERN,
COUNTY CLERK

After recording, return to:

Terrence D. Mahr
City Attorney
414 E. First Street
Newberg, Oregon 97132