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 remonstrance 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, 1987.

OWNERS:
By: Paul M. Mills
By: Wilma E. Mills

CITY OF NEWBERG:
By: 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/her voluntary act and deed.

Notary Public for Oregon
My Commission Expires: 09/06/88

Reference: Newberg Planning Department File No.: P-5-87
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, T35S, 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" W 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 W 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 145 Page 771 of said Deed Records, thence S 89°53'40" W along the South Line of said tract of land as described in Volume 145 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.
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.
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, T38, 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°45'25" 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°45'25" 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.
August 20, 1987

Legal Description for Paul Mills

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.

[Signature]

PROFESSIONAL LAND SURVOR
[Stamp]
[EX. 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.,
YAMHILL COUNTY,
SCALE 1" = 100'
AUGUST 24, 1987

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 1 PER PLATS OF RECORDI 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 IT 6" WHICH WERE SET IN
C.S. 2444-1/2-45 A LINE PARALLEL WITH AND 1584.0
24 CHAINS NORTH OF THE SOUTH LINE WALKER CLAIM
AND INTERSECTED SAID CONTROL FOR EAST AND WEST
LINES. I 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.

PARCEL "A" 6,275 SF (HL) DEDICATION

PARCEL "B" 11,660 SF (HL) DEDICATION

LEGEND-

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

APPROVED

[Signature]

[Date: 9-14-87]

[Condition: Complete]
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 perpetual 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 landowners, 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 accommodate, 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 in TRACT A thereafter be diminished by the grant of an additional undivided ownership interest 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 are 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
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 arbitrator 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.
Powell Industrial Builders, Inc.

By:  

Leroy D. Powell, President

By:  

Marian P. Powell, Sec./Treas.

APPROVED AS TO FORM

By:  

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 F. Wierdek
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 F. Wierdek
Notary Public for State of Oregon
My commission expires: 5-6-93

Recorded in the Yamhill County Deeds records on the 24th day of 1990, at Film/Volume/Page.

Charles Stern,  
COUNTY CLERK

YAMHILL COUNTY