

Council Roundup for December 9, 2019

The Newberg City Council met on December 9, 2019.

The Council took the following actions:

- Approved settlement in the Greg Patton lawsuit.
- Approved several resolutions:
 - 2019-3625, Council Rules changes to public comments deadlines
 - 2019-3628, Resolution to hire
 - 2019-3631, contract with Mid Willamette Valley Council of Governments for land use services
 - 2019-3626, Yamhill County partition
 - 2019-3629, started process to change code for Accessory Dwelling Unit parking requirements.
 - 2019-3623, contract with Elaine Howard Consulting for urban renewal feasibility report.
 - 2019-3624 contract with HBH Consulting Engineers for 2020 Pavement projects design.
- Approved Ordinance 2019-3584 – vacation of street right-of-way in Fulton Street.

In other business,

Held Executive Sessions on real property, pending litigation, and city official performance evaluations.

Heard from citizens concerned about public records requests, sexual harassment lawsuit, and a request to fly the PFLAG for Pride Month in June 2020.

Heard activity report from City Manager Pro Tem.



**City Council Business Session
December 9, 2019 - 7:00 PM
Newberg public safety building 401 e. third street**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2) (E) REAL PROPERTY TRANSACTIONS**
- 5. CITY MANAGER'S REPORT**
- 6. COUNCIL APPOINTMENTS**
 - 6.A Committee Reappointments
[RCA for Committee Reappointments 2019-1209.pdf](#)
- 7. PUBLIC COMMENTS**
- 8. CONSENT CALENDAR**
 - 8.A Resolution 2019-3625, Changes to Public Comments in Council Rules
[RCA Res 3625 Council Rule changes to 5.6 Public Comment.doc](#)
 - 8.B 2019-3628 RCA Resolution to hire
[2019-3628 RCA Resolution to hire 12-9-19.doc](#)
 - 8.C Resolution 2019-3623, A resolution authorizing the City Manager to enter into a professional services agreement in the amount of \$87,891 with Elaine Howard Consulting, LLC to prepare an urban renewal feasibility report, and urban renewal plan and report
[RCA UR Contract Authoriztion to City Manager.doc](#)
[Exhibit A - Elaine Howard Consulting LLC proposal_2019_11_07.pdf](#)
 - 8.D Resolution 2019-3624, A resolution to authorize the City Manager Pro Tem to enter into a professional services agreement with HBH Consulting Engineers, Inc. to design the city's 2020 Pavement Rehabilitation & Maintenance Projects
[Res2019-3624_PvRhMnPj_DgnAward.pdf](#)

- 8.E Resolution 2019-3631, A Resolution approving an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments for land use planning services

[RCA Resolution 3631.doc](#)

[Exhibit A - Newberg Interim LU contract.pdf](#)

- 8.F Approval of Settlement & Release Agreement

[RCA Patton Settlement Agreement 2019-1209.pdf](#)

9. PUBLIC HEARINGS

- 9.A Resolution 2019-3626, A Resolution recommending that Yamhill County approve a proposed partition at 2716 NE Roberts Lane, Yamhill County tax lot no. 3208AD-01200.

[RCA Molzahn Partition GEN19-0013.pdf](#)

- 9.B Ordinance 2019-2854, An Ordinance vacating the N Center Street right-of-way North of E Fulton Street, adjacent to Yamhill County tax lots 3217CB-00500, -01000, -01500, -01600, -, and -02600 within the corporate city limits of Newberg, Oregon, and retaining public and private utility and access easements over the street being vacated.

[RCA VAC19-0001 N Center St ORD2019-2854.pdf](#)

10. NEW BUSINESS

- 10.A Resolution 2019-3629, A Resolution initiating an amendment to the Newberg Municipal Code, Title 15 Development Code for Accessory Dwelling Unit Parking Requirements

[RCA Resolution 2019-3629.doc](#)

11. COUNCIL BUSINESS

- 11.A Issue Tracker

[Dec. 6 updated Issue Tracker for packet.pdf](#)

12. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2) (I) PERFORMANCE EVALUATIONS OF PUBLIC OFFICERS AND EMPLOYEES

13. ADJOURNMENT

ADA STATEMENT

Contact the City Recorder's Office for physical or language accommodations at least 2 business days before the meeting. Call (503) 537-1283 or email cityrecorder@newbergoregon.gov. For TTY services please dial 711.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ Ordinance ____ Resolution ____ Motion XX Information ____
No. No. No.

**SUBJECT: To consent to the Mayor's
Reappointment for various City committees**

Contact Person (Preparer) for this
Motion: Mayor Rick Rogers
Dept.: Mayor

RECOMMENDATION:

To consent to the Mayor's reappointment of members to the Budget Committee, Historic Preservation Commission, Planning Commission and Traffic Safety Commission.

EXECUTIVE SUMMARY:

There are eight reappointments to be made.

Budget Committee:

To approve the Mayor's reappointment of members Timothy Carpenter and Brad Sitton to the Budget Committee for a three-year term of January 1, 2020 to December 31, 2022.

Historic Preservation Commission:

To approve the Mayor's reappointment of members Barbara Doyle and Chuck Zickefoose to the Historic Preservation Commission for a three-year term of January 1, 2020 to December 31, 2022.

Planning Commission:

To approve the Mayor's reappointment of members Allyn Edwards and Kriss Wright to the Planning Commission for a three-year term of January 1, 2020 to December 31, 2022.

Traffic Safety Commission:

To approve the Mayor's reappointment of members Mark Carleton and Jeff Grider to the Traffic Safety Commission for a three-year term of January 1, 2020 to December 31, 2022.

FISCAL IMPACT:

None.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

None.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ No. _____	Ordinance ____ No. _____	Resolution ____ No. 2019-3625	Motion ____	Information ____
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SUBJECT: Changes to Council Rule 5.6 Public Comments

Contact Person (Preparer) for this Motion: Sue Ryan
Dept.: City Recorder

RECOMMENDATION:

Adopt Resolution No. 2019-3625, Amending Rule 5.6 Public Comments in the Council Guidelines and Rules.

EXECUTIVE SUMMARY:

Section 11 of the City Charter provides that the Council will adopt Council Rules by resolution to govern its meetings and proceedings. These rules will decide questions, give direction, and are intended to serve as a guide for the Council.

On September 16, 2019, a citizen asked the Council Rules be changed to give more time between the publication of the agenda and the deadline to submit public comments on items of interest to the public. Council discussed this item during their November 4, 2019 meeting. This recommended change allows both more time for citizen feedback while balancing the need that the Council have adequate time to review materials ahead of their meeting.

In addition, during staff discussion on the pending changes it was noted that during land use hearings the Council does not have the discretion to not accept written comments. So a minor edit has been made to Rule 5.6 Section C.

FISCAL IMPACT: None

Attachment 1: Robert Soppe Public Comment

Attachment 1: Robert Soppe comments September 16, 2019 City Council
To the Council:

I've raise some issues to some Council members in the past but felt it was more appropriate to raise them to the full Council. My issues have to do with Council Rules regarding written materials at Council meetings as well as the publication of meeting Agendas on the City's web site.

In the 10/15/2018 version of the Council Rules, Rule 5.6(A) deals with Non-Agenda Items and Consent Calendar and 5.6(B) deals with Agenda items. Both require that written material be submitted by Noon on the Thursday prior to the meeting. I don't think that this gives the public enough time to respond to the Agenda.

The email announcing the availability of the Agenda typically is distributed on Tuesday morning, less than a week before the meeting. I'm assuming that the Agenda itself isn't available much before that. This gives citizens two days to become aware of the items, to read them, to research the information, to compose written comments, and to submit them. I think that two days is inadequate if the Council wants to encourage public input.

This seems especially unnecessary for written comments submitted as part of Public Comments for non-agenda items. The Council rarely takes any sort of comprehensive action on such items at the meeting where they are presented. Why should those be required to be submitted 4 days before the meeting if they're unlikely to be acted upon at the meeting? Why not accept written comments for non-agenda items at the meeting for later consideration?

Both Rules 5.6(A) and 5.6(B) refer to "written material" with no comment or consideration given to electronic submission, typically through email. Is email considered "written material"? I would hope so as it is much more efficient for everyone involved. If so, why does 5.6(B) state "... must submit 10 copies of any written material....". I must assume that the City Recorder doesn't really want to receive 10 identical emails (or 1 email with 10 identical attachments) when material is submitted electronically.

Considering that email has been the predominant form of communication for quite a while and that these Rules were revised less than a year ago, I'd have thought that the Rules should have already accommodated email as a form of communication.

5.6(B) includes the statement: "Lengthy materials should be submitted prior to the deadline to ensure sufficient time for council review". What does this mean? Aren't ALL written materials, lengthy or not, due before the deadline? If it was intended to mean something such as "long before the deadline", how practical is that when the agenda is published only two days before the deadline? Some clarity here could be useful.

Lastly, I'll repeat an observation I've had about the City's web site where meetings are listed. There is a column labeled "Agendas" with links below where one can find most of an Agenda for a specific meeting. I say "most of" because occasionally there are additional documents that are very relevant to what is being presented, but they don't show up under "Agendas". An example of this is the listing for the June 19 Riverfront Citizens Advisory Committee Meeting. If one clicks on the link under "Agendas", all one gets is a single-page agenda. If one clicks on "View Details" there are 6 items listed as Supporting Documents. If one had only looked under "Agendas" these important documents would have been missed.

I'm assuming that the links to these additional documents were present before the meeting occurred. I've certainly seen such situations before with both Planning Commission and with Council meetings.

I think the solution to this issue is quite simple: eliminate the "Agendas" column altogether and make sure all of the links occur under "View Details". I believe that the latter part (all links in "View Details") is already being accomplished. Removing the "Agendas" column should be a simple task and will eliminate a small amount

of additional work in the future. If there is not enough control over the design of the page such that the column can be removed, an alternative would be to have the link under “Agendas” point to the same page as the link under “View Details”.

To summarize:

1. Council Rules allow only about 2 days for citizens to provide written materials for Council meetings. This is inadequate if the Council is serious about welcoming public input.
2. Council Rules should allow written comments for non-agenda items up to the time of the meeting itself.
3. Council Rules should acknowledge the use of email as an alternative to “written materials” and be adjusted appropriately.
4. Council Rules should clarify the statement regarding submission of “lengthy materials”.
5. The City’s web site page regarding meetings should drop the “Agendas” column or have links that point to the same pages as under “View Details”.

Thank you for your consideration of these comments.

Robert Soppe

**A RESOLUTION AMENDING THE CITY COUNCIL GUIDELINES AND
RULES ADOPTED OCTOBER 2018 BY UPDATING THE PROVISION
DEALING WITH PUBLIC COMMENT.**

RECITALS:

1. The City Council, from time to time, has revised its Guidelines and Rules.
2. The last full revision was completed and adopted by Resolution 2018-3485 on October 15, 2018.
3. The Council directed staff at its November 4, 2019 to bring back a revision of Council Rules to reflect direction to update the Public Comments section under Rule 5.6.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council Guidelines and Rules of October 15, 2018 will be amended with a revision of the following paragraphs under Rule 5.6 Public Comments. The revision is in italics.
- 2.

Rule 5.6 Public Comments

A. Non-Agenda Items and Consent Calendar

Persons speaking to the council from the floor concerning items not on the agenda or items that are on the consent calendar would speak under public comments. Those people will be given the opportunity to speak no more than five (5) minutes. Speakers may share their time at the discretion of the mayor. The maximum time allowed for public comments, including all speakers is thirty (30) minutes. The mayor has the discretion to extend these time limits. Speakers may address the council for less than their allotted time. ~~Speakers who wish the council to consider written material must submit the written material by 12:00 p.m. (noon) Thursday before the meeting.~~ *Comments including any attachments, can be emailed to the City Recorder by 12:00 p.m. (noon) the Friday before the meeting or dropped off at City Hall.*

B. Agenda Item other than Consent Calendar

Except as required by state statute, the following procedure will apply to comments on agenda items, other than those on the consent calendar. People will be given the opportunity to speak no more than five (5) minutes. Speakers may share their time at the discretion of the mayor. The mayor has the discretion to extend these time limits. Speakers may address the council for less than their allotted time. ~~Persons, who wish to submit written comments or testimony, must submit 10 copies of any written material by 12:00 p.m. (noon) Thursday before the meeting. Lengthy materials should be submitted prior to the deadline to ensure~~

~~sufficient time for council review.~~ Comments including any attachments can be emailed to the City Recorder by 12:00 p.m. (noon) the Friday before the meeting or dropped off by City Hall. Materials more than 10 pages long should be submitted prior to the deadline to ensure sufficient time for council review.

C. Written Materials Received after Deadline

Written material received later than the deadlines set forth in A or B will be accepted only by affirmative vote of the majority of the council *except in the case of land use hearings*.

D. Electronic Materials

Speakers may play electronic audio or visual material during the time permitted for their comment. Speakers may utilize city-provided audio or visual equipment located in the council chambers as a part of their comments, but must provide the materials in a readable format to city staff **Friday by 12:00 p.m.** prior to the council meeting so that it may be installed on the city's equipment to avoid a delay or disruption of the meeting.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: November 19th, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 18th day of November, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 21st day of November, 2019.

Rick Rogers, Mayor

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order No.	Ordinance No.	Resolution X No. 2019-3628	Motion	Information
SUBJECT: Resolution authorizing the City Manager Pro Tem to appoint recommended candidates to position as listed below.			Contact Person (Preparer) for this Motion: Anna Lee, Human Resources Director Dept.: Human Resources - Administration File No.:	

RECOMMENDATION:

Adopt **Resolution No. 2019-3628** authorizing the City Manager Pro Tem to appoint recommended candidates to positions as listed below.

EXECUTIVE SUMMARY:

The City Charter, Chapter VIII, Section 34(h) provides the City Manager Pro Tem “has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval”.

The City Manager Pro Tem David Clyne and Human Resources Director Anna Lee have reviewed the recommendations for hire submitted by the position’s supervisors and recommend the hiring of said candidates to the council for their approval pursuant to the city charter as stated above.

The City of Newberg has successfully recruited for the vacant positions listed below. The recommended candidate have been vetted through the appropriate hiring procedure for the department as indicated.

Luke Smith – Public Works Operations - Operator I
Zenaida Buganan – Administrative Assistant – Engineering part time
Christian Manasco – Engineering Technician I – part time

FISCAL IMPACT:

Funding for the position is in the adopted FY 2019-2020 Budget under the appropriate salary and benefit line.

STRATEGIC ASSESSMENT:

Departments are working at less than full-staff capacity; quickly refilling these vacancies is the fiscally responsible solution.



RESOLUTION No. 2019-3628

A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO APPOINT RECOMMENDED CANDIDATES TO POSITIONS

RECITALS:

1. Reason for Vacancy: The regular, full time and/or part time position has been recently vacated.
2. Recommendations: City Manager Pro Tem and Human Resources Director Lee recommends the appointment of the candidates listed for appropriate departments as soon as possible.
3. Funding: Position funding is within the FY 2019-2020 Budget and is indicated by the applicable departmental personnel services line items.
4. Manager Pro Tem: David Clyne City Manager Pro Tem has reviewed the recommendation for hire submitted by the supervisors of the positions and recommends the hiring of said candidate to the vacant position. The City Charter, Chapter VIII, Section 34(h) provides the manager pro tem “has the authority and duties of manager, except that a manager pro tem may appoint or remove employees only with council approval”.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

The City Council approves the appointment by the City Manager Pro Tem of the selected candidate:
Luke Smith – Public Works Operations – Operator I ; Zenaida Bugaran – Administrative Assistant Engineering part time ; Christian Manasco – Engineering Technician I part time

EFFECTIVE DATE of this resolution is the day after the adoption date, which is: December 9, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 9th day of December, 2019.

Sue Ryan, City Recorder

ATTESTED by Mayor this _____ day of December, 2019.

Rick Rogers, Mayor

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019-3623	Motion ____	Information ____
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SUBJECT: A resolution authorizing the City Manager to enter into a professional services agreement in the amount of \$87,891 with Elaine Howard Consulting, LLC to prepare an urban renewal feasibility report, and urban renewal plan and report

Contact Person (Preparer) for this
Motion: Doug Rux, Director
Dept.: Community Development
File No.: GEN19-0017

RECOMMENDATION:

Adopt Resolution No. 2019-3623.

EXECUTIVE SUMMARY:

The City of Newberg has identified through a series of projects over the past 4 years ways to enhance our local economy. This has included the 2016 Economic Development Strategy (Updated in November 2019), 2016 Newberg Strategic Tourism Plan, 2016 Newberg Downtown Improvement Plan, 2019 Newberg Housing Needs Analysis, 2019 A NewBERG Community Visioning program, 2019 Riverfront Master Plan, and continuing activities to evaluate a possible urban growth boundary expansion. Contained within the Economic Development Strategy, Newberg Downtown Improvement Plan, Newberg Housing Needs Analysis, A NewBERG, and Riverfront Master Plan an economic development tool was identified to establish an urban renewal program.

The process to determine if an urban renewal program works for Newberg involves the following:

1. Urban Renewal Feasibility Report (draft and final).
2. Establishment of Urban Renewal Agency.
3. Urban Renewal Plan and Report (draft and final).
4. Confer and consult with overlapping taxing districts, Urban Renewal Agency referral to PC, public hearings before Planning Commission and City Council, Yamhill County approval of urban renewal plan by resolution, distribution of adopted ordinance to Urban Renewal Agency by City, notice of adoption in newspaper per ORS 457.115, recording of plan per ORS 457.125, and referendum process.

City staff issued a Request for Proposals on October 18, 2019 for consultants to complete an urban renewal feasibility report and prepare a plan and report in accordance with ORS 457 and HB 2174. Two (2) qualified proposals were received. The proposals were reviewed and scored on November 21, 2019. It was determined that Elaine Howard Consulting, LLC demonstrated the best understanding of the scope and possesses the particular knowledge, expertise and experience for the proposed project. Elaine Howard Consulting, LLC submitted a detailed scope of work and cost breakdown for the city's consideration (refer to Exhibit "A").

FISCAL IMPACT:

The total project cost is \$87,891. The Community Development Department's 2019-2020 budget in Fund 14 Economic Development includes \$100,000 to fund the feasibility report and plan along with separate consultant services to prepare an urban renewal district legal description estimated at \$12,000 which will be addressed through a separate contract. Work is expected to begin in January 2020 and go through April 2021. Funding for the project will be carried over to complete work in the 2020-2021 fiscal year.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

Goal 11: Implement Newberg Economic Development Strategy

The 2019 Updated Economic Development Strategy identifies under the pillar Industrial Sector, Strategy 1.3 Recruitment of Traded Sector Companies, Action 1.3.6 Conduct an urban renewal feasibility study and develop a plan. The pillar for Downtown Newberg, Strategy 4.1 Create an Urban Renewal District, Actions identify 1. Conduct an Urban Renewal Feasibility study, 2. Create an Urban Renewal district and board, 3. Create an Urban Renewal Plan and Report, and 4. Form an Urban Renewal District.



RESOLUTION No. 2019-3623

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$87,891 WITH ELAINE HOWARD CONSULTING, LLC TO PREPARE AN URBAN RENEWAL FEASIBILITY REPORT, AND URBAN RENEWAL PLAN AND REPORT

RECITALS:

1. The City advertised the Urban Renewal Feasibility Report and Plan in the Daily Journal of Commerce and through the city's Bid Management System on October 18, 2019 and received two (2) qualified proposals. Elaine Howard Consulting, LLC was selected as the most qualified consultant per the evaluation criteria.
2. Elaine Howard Consulting, LLC submitted a detailed proposal outlining the scope of work with a reasonable cost breakdown which is attached as Exhibit "A" and by this reference incorporated.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council, acting as contract review board for the city, does hereby authorize the City Manager to enter into a Professional Services Agreement with Elaine Howard Consulting, LLC to complete the city's the Urban Renewal Feasibility Report, and Plan and Report project that includes public involvement, draft and final urban renewal feasibility report, and draft and final urban renewal plan and report in the amount of \$89,891.
2. The City Attorney will modify and approve all contracts and agreements as to form and content.
3. The City Manager is authorized to amend the Professional Services Agreement up to ten (10) percent of the original contract amount.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: December 10, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 9th day of December, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 12th day of December, 2019.

Rick Rogers, Mayor



City of Newberg
Request for Proposals
Due Date November 13, 2019
4:00 P.M. PST



Request for Proposals – Newberg

Doug Rux
Community Development Department
City of Newberg
414 E First Street
Newberg, Or 97132

RE: City of Newberg Request For Proposals Urban Renewal Feasibility Report and Plan

Dear Mr. Rux:

Thank you for the opportunity to respond to the City of Newberg Request for Proposals (RFP). Elaine Howard Consulting, LLC (the Proposer or Consultant) is a female-owned, limited liability company formed in the State of Oregon, and a Resident Bidder as defined in ORS 279A.120. Elaine Howard is the principal of Elaine Howard Consulting, LLC and will serve as the prime consultant and project manager for this project and primary contact for this project and RFP. She is authorized to represent the Consultant Team in any correspondence, negotiations, and sign any contracts that may result.

Elaine Howard Consulting, LLC has been in the urban renewal consulting business for the past 14 years. On this proposal our firm will team with Tiberius Solutions LLC (ESB certification no. 11876), JLA Public Involvement (JLA), and DKS Associates (DKS). JLA is a registered DBE/WBE, Oregon #736. We have also often partnered with ECONorthwest and have discussed adding them to our team if there becomes a need for services that requires their expertise.

Our RFP response is organized according to your required components and the numbers correspond to the paragraph numbering in the RFP. If you have any questions, please contact Elaine Howard at (503) 206-7060 or (503) 975-3147 or elainehowardconsulting@gmail.com. We do not have a fax number but can establish a fax line if that is necessary for this project. This proposal is valid for sixty (60) days after the submission deadline.

Sincerely,

Elaine Howard, Principal
Elaine Howard Consulting, LLC
4763 SW Admiral Street
Portland, OR 97221
FEIN 51-0650547 State BIN 01331951-7

3.3.2 Qualifications and experience of the staff assigned by the consultant to work on this project.

Each member of the consulting team has a specialized role that responds directly to the tasks described in the RFP:

- EHC will be the lead author of all documents for the feasibility study, agency formation, and urban renewal plan and report adoption.
- Tiberius will perform the financial feasibility analysis and coordinate with city staff on assumptions to be used in the development of the financial projections.
- JLA will develop materials for communicating the need for an urban renewal area and why this tool is a good fit for Newberg. We expect these materials to be used in the Open Houses, on the website, and in other meetings conducted by the consulting team and staff.
- DKS will provide planning level cost estimates as needed for transportation infrastructure projects included in the urban renewal plan that do not already have an official cost estimate.

EHC and Tiberius are long-term partners on all our urban renewal projects. Our firms have completed twenty-eight urban renewal feasibility studies and forty-four urban renewal plans, in addition to numerous plan amendments and other advisory services related to urban renewal. Many of these projects are identified in the public client list included in the additional supporting materials at the end of this proposal. Either Elaine Howard or Nick Popenuk were personally involved in each of the urban renewal plans and feasibility studies included in this list.

Highlighting our extensive experience with urban renewal is our involvement in recent amendments to ORS 457, which govern the use of urban renewal in Oregon. EHC and Tiberius assisted in the preparation of House Bill 2174, which was approved in the 2019 Legislative session and amended ORS 457. We drafted statutory language and reviewed changes as the bill made its way through the legislative process. We participated in negotiations with the Special District Association of Oregon and lobbied for key changes to the bill. As an example, we ensured changes to the definitions of “public buildings” when we saw that the draft language would negatively impact some urban renewal agencies across the State. No other consulting firms were involved in these negotiations and drafting the ultimate HB 2174 language.

Although we were not involved in the previous planning work the City of Newberg has conducted that lead to this project, our team has extensive prior experience and expertise in using a city’s existing planning efforts and dovetailing them into an urban renewal plan that implements the prior work. It is not unusual for us to come into a community and perform the urban renewal work without having participated in the preceding planning efforts. Additionally, multiple members of our team have performed work for the City of Newberg in the past, as noted in the brief bios of key personnel.

In the remainder of this section, we provide brief firm descriptions and bios of the individuals that will be assigned to the project. We expect to use the team members listed throughout the project without any shuffling or replacements.

Firm Descriptions and Brief Resumes of Key Personnel

Elaine Howard Consulting, LLC

While there are a few firms in Oregon which have completed some urban renewal work, there is no firm in the state with our depth of experience. We are skilled at working effectively with communities of all sizes throughout Oregon. We have the communication skills to relate well to stakeholders and urban renewal agency and city staff and are accomplished at explaining complex technical information. Urban renewal is the sole focus of EHC's business, and because of that, we are known statewide as the firm to go to when considering urban renewal decisions. Due to our team's breadth of work, we can identify complex issues and resolutions to those issues that other consulting firms would not have the history to be able to identify. Our straightforward approach and attention to detail are assets to the communities with which we work.

Elaine Howard, Principal and Project Manager

Elaine Howard will be the project manager for this project. Elaine will be managing three other urban renewal plans (Bend, Lincoln City, and Salem Affordable Housing), one feasibility study (Sutherlin) and other minor amendments while working on this project. There is sufficient time within her work-load to provide the expertise required to complete this project.

Elaine Howard is the principal of Elaine Howard Consulting, LLC. Her role in the project is the Project Manager. She will also assist in preparation of documents, development of the public engagement program, presentation at public meetings, conducting Advisory Committee meetings and Open Houses. In addition to working with 70 Oregon cities and counties in their urban renewal planning, Elaine is active in statewide urban renewal planning.

Scott Vanden Bos, Assistant Project Manager

Scott Vanden Bos joined Elaine Howard Consulting, LLC in 2016. He will provide technical expertise in the creation of all documents, help prepare communications materials including Open House materials, Advisory Committee materials, and Power Points for the required public meetings. He also will frequently assist in conducting meetings.

Prior to joining our firm, Scott spent four years developing tutoring material and tutoring potential medical school students. He has skills of explaining complex material in understandable language, preparing reports and documents, and making clear and informative public presentations. In addition, his accounting education provides him with skills in understanding intricacies of urban renewal finance. Scott has worked on over 40 separate urban renewal projects including 6 feasibility studies, 14 new urban renewal plans and 6 substantial amendments.

Tiberius Solutions, LLC

At Tiberius Solutions, we understand the challenges of providing public services while balancing budgetary and political constraints. We partner with government agencies and their key stakeholders to help guide their decisions on how to raise and spend public funds. Tiberius Solutions specializes in urban renewal financial analysis. Urban renewal is a legally, technically, and politically complex tool for funding local economic development projects. It is rare for local governments to possess the capacity

or resources necessary to evaluate the feasibility of an urban renewal area, adopt an urban renewal plan, amend an existing plan, or forecast revenues to support the issuance of urban renewal debt. Tiberius Solutions has helped dozens of communities achieve their urban renewal goals, providing accurate and conservative financial analysis conforming with the detailed legal requirements governing this tool.

Nick Popenuk, Principal

Nick Popenuk is the founder and principal of Tiberius Solutions LLC. Nick will lead the financial analysis portion of the project, with an emphasis on financial feasibility. With more than a decade of experience, Popenuk has overseen a wide range of projects, including urban renewal studies, infrastructure funding plans, and fiscal impact analyses.

Nick has assisted dozens of communities across Oregon achieve their economic development goals through the use of urban renewal. This includes work on feasibility studies, creation of new urban renewal plans, amendments of existing plans, and ongoing financial analysis and administration of urban renewal agencies. Nick is also a co-author of the *Urban Renewal Best Practices Manual* for the Association of Oregon Redevelopment Agencies. Nick's prior experience with the City of Newberg includes conducting the financial analysis related to adoption of the Transportation Utility Fee (TUF).

Ali Danko, Senior Analyst

Ali joined Tiberius Solutions LLC as a senior analyst in 2017 and assists on a variety of public finance projects with a focus on urban renewal. Ali will primarily support all financial components of the project. Prior to joining Tiberius Solutions, she worked for two years at ECONorthwest on planning, finance, and natural resource economics projects. Ali has been the lead financial analyst on more than twenty urban renewal projects, including new urban renewal plans, amendments to existing plans, feasibility studies, and other related analysis. She consistently maintains and improves Tiberius Solutions' tax increment revenue forecasting model to enhance our technical capabilities and ensure detailed and adaptable analysis.

Rob Wyman, GIS Specialist

Rob Wyman is a GIS Specialist and an independent contractor who works exclusively with Tiberius Solutions LLC on spatial and economic analysis. Rob will conduct all of the project's required spatial analysis and mapping. He is proficient in several statistical and spatial software packages, including STATA, SPSS, R, EViews, QGIS, and ESRI's ArcGIS Desktop suite.

JLA Public Involvement

JLA Public Involvement will provide public communications services to pique interest in the urban renewal planning process. JLA is not a public relations firm, but rather specializes in strategic communications based on understanding stakeholders' needs. JLA's in-house services include communications strategy; branding and messaging; graphic design; copywriting; and videography. JLA will create compelling materials and content to keep community stakeholders informed and engaged, as well as support standardized communication internally at the City. JLA's work may include development of a recognizable project graphic identity; compelling key messages; a series of

factsheets/infographics; an overview video; a presentation for City Club and other community groups; document templates; and media releases. They have past experience with Newberg on the *Newberg Downtown Improvement Plan*, the *Newberg-Dundee Bypass*, and *Transportation Utility Fee*.

Sam Beresky, Public Involvement Program Manager and Digital Storyteller

Sam has been designing and leading public involvement programs for JLA for more than a decade. He is also a pioneer in the use of video as a public engagement tool and advises clients on how to best put this tool to use in engaging diverse stakeholders. Sam is well versed in numerous video styles, storytelling and video production techniques. Sam will provide strategic direction for the public communications campaign to ensure it meets the needs of the project, City, and stakeholders. He will also provide full-service video production, as needed.

Darren Cools, Communications Designer and Program Manager

Darren has been working as a professional designer, copywriter, and illustrator for more than ten years. He joined JLA in 2019, augmenting the firm's ability to produce effective, visually engaging, people-centric communications, and following his own passion for community engagement. Darren will lead the development of public communications for this project, including collaboratively working with the City and consultant project team to develop visually compelling communications materials and easy-to-understand messaging to support the public's understanding and interest in participating in the planning process.

DKS Associates

DKS is a transportation planning and engineering firm that uses technology and innovation to advance integrated, functional, and implementable solutions that meet the transportation challenges our cities are facing in the 21st century. DKS will provide planning level cost estimates as requested. They have significant past experience with Newberg on the *Newberg Downtown Improvement Plan* and their *Transportation Systems Plan*.

Garth Appanaitis, Transportation Lead

Garth has experience throughout Oregon in transportation system planning, travel demand and microsimulation modeling, multimodal planning, capacity and operations analysis, freight planning, and access management and circulation. His project experience includes a long-range planning for master plans and transportation system plans throughout Oregon, including involvement in Newberg's *Transportation System Plan*, *Downtown Improvement Plan*, and *Riverfront Master Plan*.

3.3.3 Project Scope and Understanding

The Consultant Team understands that the City of Newberg desires an urban renewal feasibility study and potentially an urban renewal plan, report and all documents for the successful completion of an urban renewal plan adoption. This process includes coordination with an advisory committee and the City Council and significant public outreach and engagement with the community. There are significant existing studies to guide the urban renewal work.

We are comfortable with the Scope of Work provided as Appendix A to the RFP. We have reiterated the basic tasks but not all of the clarifying language and have not reiterated the City's deliverables. We accept all of that language, but due to the RFP's page limitations, are unable to reproduce the entire work scope. Notations clarifying anything have been made in ***bold italics***.

Phase 1

Task 1: Project Kick-Off

The purpose of the project kick-off is for Consultant to become familiar with local conditions and with City's planning documents, for the parties to confirm the purpose, goals, and objectives of the project.

Task 1 Consultant Deliverables:

- Project Charter Memorandum
- Summary of major tasks and action items for the Project
- Proposed Project schedule
- Initial Public Engagement program proposal

Task 1 City Deliverables: no changes

Estimated Deadline: Kick-off conference call or face-to-face meeting to be held on or before January 15, 2020. ***We prefer a face to face meeting with a tour of the area. Not all team members need to be in this meeting nor on the tour.***

Task 2: Draft urban renewal feasibility report in conformance with ORS 457 and HB 2174.

Consultant will prepare an urban renewal feasibility report that includes required material in conformance with ORS 457 and HB 2174. The report will need to include a low/medium/high financial analysis scenario and take into consideration Newberg's existing Enterprise Zone program and Federal Opportunity Zone designation in the Riverfront area and proposed Vertical Housing Development Zone program in the downtown area. Consideration also needs to be taken in the Riverfront area that some of the land is currently outside of the city limits, but may be annexed prior to or after the feasibility report is completed.

The Newberg Downtown Improvement Plan, Riverfront Master Plan and other public infrastructure plans have lists of identified potential projects. The City will update the costs of these projects to reflect 2020 dollar values. There may be additional projects not identified in plans that the community identifies that the Consultant may need to prepare planning level cost estimates for such as but not limited to undergrounding overhead utilities along Second Street in the downtown area, and Americans With Disabilities (ADA) ramps and sidewalks in the Riverfront area. ***DKS is a member of the Consultant Team for this potential work.***

Public engagement will be an important aspect in preparing the feasibility report. Newberg citizens and businesses will need to be informed and educated on the benefits of an urban renewal program and the financial implications. The Consultant will need to have a public relations specialist as part of its team. The City has a Public Engagement Specialist who will be available to assist and coordinate with the consultant team. ***JLA Public Involvement (JLA) is a member of the Consultant Team for this work. Note that JLA is a "public involvement" firm, and not a "public relations" firm as was requested in the***

RFP. However, we believe JLA has the skill set and background with Newberg to provide the work the necessary for successful completion of this project. If the work product desired by the City is different than JLA's skill set, we are open to the potential need to alter the team.

Consultant will provide project overview and present project schedule at the initial meeting for the Citizen Advisory Committee (CAC). City will schedule, and provide notices and agendas, for three CAC meetings.

Task 2 Consultant Deliverables:

- Project Overview and Schedule
- ***Urban Renewal at a Glance - an outline of all steps and responsibilities of each party***
- Final public engagement program proposal
- Presentation materials to explain the feasibility report, and findings to the CAC, the public, and interest groups
- Prepare material and facilitate CAC meetings (Meetings #1, #2 and #3)
- Meeting summary notes for CAC meetings
- Prepare marketing and notice material for Open House
- Facilitate Open house #1
- Briefing to City Council
- Draft Feasibility Report

Task 2 City Deliverables: no changes

Estimated Deadline: Draft Feasibility Report ***on or before March 29, 2020.***

Task 3: Final urban renewal feasibility report in conformance with ORS 457 and HB 2174.

Consultant will prepare a final feasibility report based on feedback and input from Task 2. The final report will take into consideration input from the CAC, City Council, Planning Commission, Open House and any feedback from taxing districts.

City will conduct additional outreach and coordination with Taxing Districts.

Task 3 Consultant Deliverables:

- Prepare material and facilitate CAC meetings (Meetings # 4 and #5)
- Meeting summary notes for CAC meetings
- Participant sign-in sheets for CAC meetings and Open House
- Prepare marketing and notice material for Open House
- Facilitate Open House #2
- Open House meeting summary
- Final Feasibility Report
- ***Review Master Plans for deficiencies in proposed area, prepare list of potential blight findings***

Task 3 City Deliverables: no changes

Estimated Deadline: Final Feasibility Report ***delivered on or before May 18, 2020*** and finished by June 30, 2020.

Phase 2

Task 4: Establishment of Urban Renewal Agency.

If blight conditions have been identified, City staff will prepare the appropriate documents per ORS 457 to bring forward to the City Council for consideration. If the City Council does not determine blight conditions exist under Phase 2, Task 4, then Phase 3, Tasks 5 and 6 will not be implemented.

Task 4 Consultant Deliverables:

- None (**Note: EHC can assist in this with a draft ordinance if desired and have indicated blight findings in Phase 1 tasks**)

Task 4 City Deliverables: no changes

Estimated Deadline: July 31, 2020. There may be alternate dates to complete this task based on City Council processes for adopting an ordinance. ***This is required to be a non-emergency ordinance, taking 30 days to go into effect after passage.***

Phase 3

Task 5: Preparation of a draft urban renewal plan in conformance with ORS 457 and HB 2174.

Consultant will prepare an urban renewal plan and report in conformance with ORS 457 and HB 2174. This will be an iterative process taking into consideration input from the CAC, City Council, Planning Commission, Urban Renewal Agency, Open House, and any feedback from taxing districts.

City will schedule one Open House to present the draft urban renewal plan and report. Consultant will coordinate with City and facilitate the Open House.

Task 5 Consultant Deliverables:

- Presentation materials for the CAC, the public, and interest groups
- Prepare material and facilitate CAC meetings, provide meeting summary notes and other relevant documents (Meetings #6 and #7)
- Open House facilitation and material preparation
- Facilitate Open House #3
- Open House meeting summary
- Draft urban renewal plan **and report**

Task 5 City Deliverables: no changes

Estimated Deadline: Draft Plan and Report on or before **November 15, 2020.**

Task 6: Final urban renewal plan in conformance with ORS 457 and HB 2174.

Consultant will prepare a final urban renewal plan and report based on feedback and input from Task 5. The final report will take into consideration input from the CAC, City Council, Planning Commission, Urban Renewal Agency, Open House, and feedback from taxing districts.

City will (1) conduct outreach and confer and consult with Taxing Districts, (2) contract separately for a final legal description of the urban renewal district boundary, and (3) provide notice and an agenda for one CAC meeting to review the final urban renewal plan and report. Consultant will coordinate with City on meeting arrangements and facilitate the CAC meeting.

Task 6 Consultant Deliverables:

EHC notes that some of these deliverables are duplicated in the City requirements. EHC typically provides drafts of all required materials; we have included that in our Scope. EHC can eliminate those at the direction of the City.

- Prepare material and facilitate CAC meeting and provide summary notes and other relevant documents (Meeting #8)
- Final urban renewal plan and report and findings
- ***Prepare consult and confer formal letters to taxing districts - There are new requirements for noticing and time period on consult and confer notifications.***
- ***Ordinance***
- ***Draft notice of PC meeting, City Council hearing, draft notice of ordinance adoption, draft notice to assessor, draft recording cover sheet***
- ***Checklist for all documents***
- Attend and present at Urban Renewal Agency meeting
- Attend and present at Planning Commission Public Hearing
- Attend and present at City Council Public Hearing
- ***Attend and present at County briefing***

Task 6 City Deliverables: no changes

Completion by April 15, 2021.

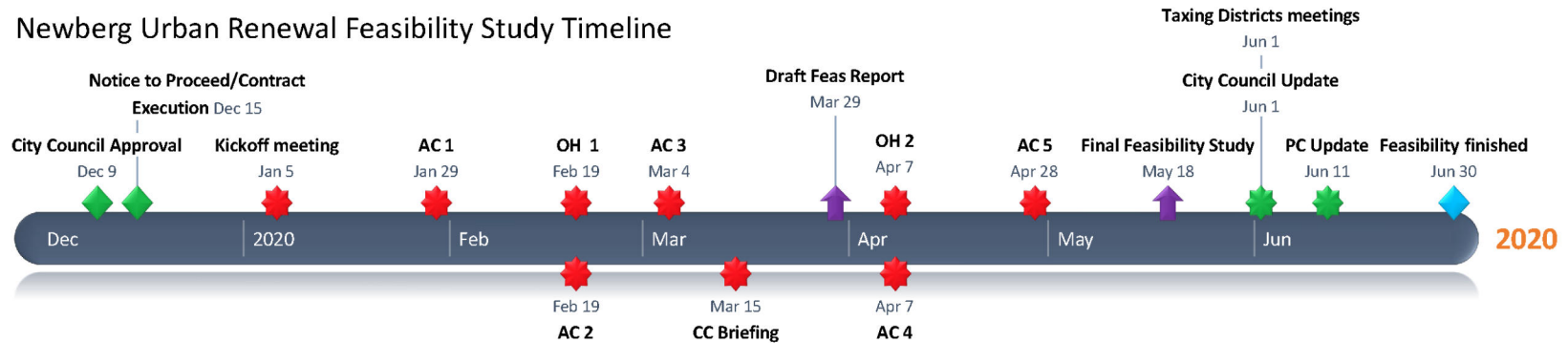
Approach to Project Management

EHC understands the need to manage time and contracts well. The City of Newberg may contact any of our past clients to check our ability to produce their documents in the desired timeframe. We have never been late on a project and we do not go over budget. We produce schedules for all individual projects and we keep a master schedule of all concurrent projects. We have an internal management tracking system for all deliverables and the component parts of those deliverables. We schedule recurring check-in phone calls with our clients and with our internal team to ensure project progress. For quality control, we have every work product reviewed by another member of the team and edited before final delivery.

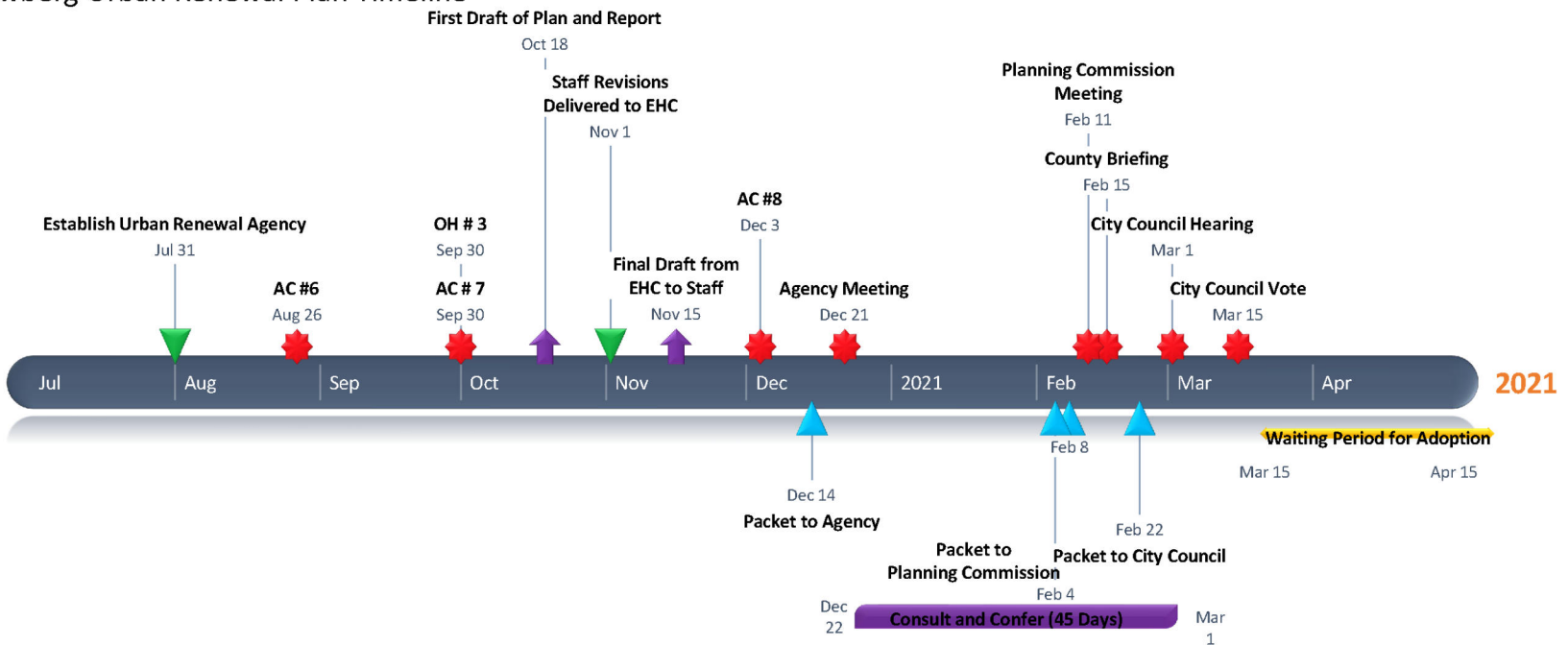
Due to our experience in urban renewal, we know all the steps required for this type of project.

The completion of these tasks and public involvement will require utilizing City personnel to assist the Consultant throughout the project. The time requirement varies across jurisdictions, but typically includes time for overall project coordination and attendance at all public meetings by either the Community Development Director or his designee. We find the amount of time spent by city personnel is hard to predict and varies according to the background of the city team members assigned to the project. Additionally, there will be coordination and information requests from our team to the Public Works Director and Finance Director.

Newberg Urban Renewal Feasibility Study Timeline



Newberg Urban Renewal Plan Timeline



3.3.5 Detailed Consultant Scope and Fee

We expect the full project including feasibility study, public input, urban renewal plan and report, and planning level cost estimates to require the \$88,000 budget the City has allocated for this project. The specific products to be completed by JLA will be developed in a work plan after the budget has been reviewed by the City. If planning level cost estimates or expectations for the Public Involvement deliverables exceed the budgeted amounts, adjustments will need to be made to the overall budget.

Hourly rates	210	145	160	100	100			
	EHC		TS			JLA	DKS	Editing
	Elaine	Scott	Nick	Ali	Rob			
Phase I								
<i>Task 1 - Kick Off</i>								
deliverables	10		2	3		6		
meetings	4		4			4		
Total Task 1	14	0	6	3	0	10	0	
<i>Task 2 - Feasibility Report</i>								
deliverables	10	5	25	30	20	4		5
meetings	35	7						
Total Task 2	45	12	25	30	20	4	0	
<i>Task 3 - Final FS</i>								
deliverables	6		5	5				5
meetings	21	7	7					
Total Task 3	27	7	12	5	0	0	0	
Phase II								
<i>Task 4</i>								
deliverables	1	0						
meetings	0	0						
Total Task 4	1	0	0	0	0	0	0	0
Phase III								
<i>Task 5 - Draft Plan</i>								
deliverables	15	40	10	12	12			7
meetings	21	7						
Total Task 5	36	47	10	12	12	0	0	7
<i>Task 6 - Final Plan and Adoption</i>								
deliverables	10	10	5	8	4			5
meetings	35		7					
Total Task 6	45	10	12	8	4	0	0	5
Total deliverables hours	52	55	47	58	36	10	0	22
Total Meetings	116	21	18	0	0	4	0	0
Direct expense - Mileage	397.8		70.2			23.4		
Total deliverables cost	\$10,920	\$7,975	\$7,520	\$5,800	\$3,600	\$17,100	\$2,000	\$2,200
Total Meetings cost	\$24,360	\$3,045	\$2,880	\$0	\$0	included	\$0	\$0
Total Budget by Category	\$35,678	\$11,020	\$10,470	\$5,800	\$3,600	\$17,123	\$2,000	\$2,200
Total Budget								\$87,891

Additional Supporting Information (3.3.6)

3.3.6 Additional Supporting Information

A. References

Four references, with a contact person and contact information, are listed below. The Consultant Team has provided these references as the most recent projects where EHC and Tiberius have completed a feasibility study and have either completed or are working on a resulting urban renewal plan and report. EHC and Tiberius have no problem with you contacting any former client. In addition to the three references requested, EHC and Tiberius have added a fourth reference from the City of Cornelius. This was provided as we have not yet completed the Plan and Report for Lincoln City and we did not do the Feasibility Study for Cornelius. So, each reference provides you a portion of the overall scope of work. While you requested fax numbers, the following localities do not use fax numbers.

1. **Ben Bryant, Assistant City Manager**
Happy Valley Urban Renewal Feasibility Study and Plan and Report

City of Happy Valley
16000 SE Misty Drive
Happy Valley OR 97086
benb@happyvalleyor.gov
503.783.3840

The projects were delivered on time and on budget. The budget was amended to include additional meetings with the County as there were political issues to resolve that were outside of the original scope of services. These were resolved successfully. The roles of the personnel are indicted below:

- Elaine Howard: Project Manager and drafting of materials, presentations at meetings, resolving issues with Clackamas County and the North Clackamas Fire District.
- Scott Vanden Bos: Preparation of reports and materials for advisory committee meetings, Open House and formal presentations to Agency, Planning Commission, and City Council.
- Nick Popenuk: Project manager for Feasibility Study, managed all financial elements of the urban renewal plan.
- Ali Danko: Senior analyst for financial analysis.
- Rob Wyman: GIS analysis, mapping, review and compilation of assessor's data.

2. **Nick Snead, Community Development Director**

Madras Housing Urban Renewal District Feasibility Study, Plan and Report

City of Madras
125 SW E Street
Madras Oregon 97741
nsnead@ci.madras.or.us
541.475.2344

The projects were delivered on time and on budget. The roles of the personnel are indicted below:

- Elaine Howard: Project Manager and drafting of materials, presentations at meetings, designing concept of the Housing Urban Renewal District, working with Jefferson County on their role in adopting the Plan. Preparing concurrence resolutions for public building project.
- Scott Vanden Bos: Preparation of reports and materials for advisory committee meetings, Open House and formal presentations to Agency, Planning Commission and City Council.
- Nick Popenuk: Project manager for financial analysis, and designing concept of the Housing Urban Renewal District.
- Ali Danko: Senior Analyst for financial analysis.
- Rob Wyman: GIS analysis, mapping, review and compilation of assessor's data.

3. **Alison Robertson, Urban Renewal Director**

Lincoln City Feasibility Studies (2 districts), Roads End/Villages Plan and Report (underway)

City of Lincoln City
801 SW Highway 101
Lincoln City, OR 97367
ARobertson@LincolnCity.org
541.996.1207

The feasibility study projects were delivered on time and on budget. The urban renewal plan reparation is underway. The roles of the personnel are indicted below:

- Elaine Howard: Project Manager, presentations at public meetings and drafting of reports and materials
- Scott Vanden Bos: Preparation of reports and materials
- Nick Popenuk: Project manager for financial feasibility.
- Ali Danko: Senior Analyst for financial analysis.
- Rob Wyman: GIS analysis, mapping, review and compilation of assessor's data.

4. **Ryan Wells, Community Development Director**
Cornelius Urban Renewal Plan and Report

City of Cornelius
1300 S Kodiak Circle
Cornelius, Oregon 97113
rwells@ci.cornelius.or.us
503.357.3011

The plan and report were delivered on time and on budget. The roles of the personnel are indicted below:

- Elaine Howard: Project Manager, presentations at public meetings and drafting of reports and materials
- Scott Vanden Bos: Preparation of reports and materials, assistance at Open House
- Nick Popenuk: Project manager for financial analysis.
- Ali Danko: Senior Analyst for financial analysis.

B. Resumes

Elaine Howard Consulting, LLC

Elaine Howard, Principal

BA Whittier College, Psychology

MPA, Portland State University

Elaine Howard is the principal of Elaine Howard Consulting, LLC, a firm that specializes in creating vibrant cities using urban renewal/tax increment financing as an implementation tool. In addition to working with over 60 Oregon cities and counties in their urban renewal planning, Elaine has a background in both private development and as a project manager for large public development projects. A full list of our feasibility studies and urban renewal plans and reports is included at the end of this section.

Elaine is active in statewide urban renewal planning. She has spoken at statewide conventions including the OCCMA and the Oregon League of Cities and testified at the legislature on urban renewal issues. Elaine has been an active member of the Association of Oregon Redevelopment Agencies (AORA), now merged with the Oregon Economic Development Association (OEDA), and co-author of the AORA *Urban Renewal Best Practices*.

Scott Vanden Bos, Assistant Project Manager

B.A. Accounting - Linfield College

Scott Vanden Bos joined Elaine Howard Consulting, LLC in 2016. Scott has worked on over 40 separate urban renewal projects including 6 feasibility studies, 14 new urban renewal plans and 6 substantial amendments. He is skilled in presentations and document preparation. He also presented at the statewide 2017 Fall OEDA conference in the urban renewal breakout session and at the 2018 Oregon League of Cities Conference. A full list of our feasibility studies and urban renewal plans and reports is included at the end of this section.

Prior to joining our firm, Scott spent four years developing tutoring material and tutoring potential medical school students. He has skills of explaining complex material in understandable language, preparing reports and documents, and making clear and informative public presentations. In addition, his accounting education provides him with skills in understanding intricacies of urban renewal finance.

Tiberius Solutions LLC

Nick Popenuk, Principal

B.A. Planning, Public Policy, and Management, University of Oregon

Nick Popenuk is the founder and principal of Tiberius Solutions LLC. With over a decade of experience, Popenuk has overseen a wide range of projects, including urban renewal studies, infrastructure funding plans, and fiscal impact analyses. Popenuk began his career in the public-sector at Metro, the Portland metropolitan area's regional government for land use and transportation planning. After leaving Metro in 2007, Nick spent the next nine years as an economic consultant at ECONorthwest, before founding his own consulting practice in 2016. His recent work focuses on solving challenging public finance questions that require both advanced technical skills and political savvy.

Nick has assisted dozens of communities across Oregon achieve their economic development goals through the use of urban renewal. This includes work on feasibility studies, creation of new urban renewal plans, amendments of existing plans, and ongoing financial analysis and administration of urban renewal agencies. Nick is also co-author of the Urban Renewal Best Practices Manual for the Association of Oregon Redevelopment Agencies. In the past four years, since 2015, Popenuk has completed dozens of urban renewal projects for numerous clients.

Urban Renewal and Tax Increment Financing

Nick Popenuk has assisted dozens of communities across Oregon achieve their economic development goals through the use of urban renewal. In the past four years alone, since 2015, Popenuk has completed dozens of urban renewal projects, for numerous clients, including the following:

City of Astoria	City of Harrisburg	City of Roseburg
City of Banks	City of Independence	City of Seaside
City of Beaverton	City of John Day	City of Salem
City of Bend	City of Klamath Falls	City of Sandy
City of Carlton	City of La Pine	City of Scappoose
City of Coos Bay	City of Lake Oswego	City of Springfield
City of Cornelius	City of Lebanon	City of St. Helens
City of Corvallis	City of Lincoln City	City of Tigard
City of Creswell	City of Madras	City of Veneta
City of Dallas	City of Medford	City of Warrenton
City of Estacada	City of Milwaukie	City of West Linn
City of Fairview	City of Molalla	City of Wilsonville
City of Gold Beach	City of Myrtle Creek	Columbia County
City of Grants Pass	City of Newport	Hood River County
City of Happy Valley	City of North Plains	

Ali Danko, Senior Analyst

B.A. Economics-Environmental Studies – Whitman College

Ali joined Tiberius Solutions LLC as a senior analyst in 2017 and assists on a variety of public finance projects with a focus on urban renewal. Prior to joining Tiberius Solutions, she worked for two years at ECONorthwest on planning, finance, and natural resource economics projects. Ali has been the lead financial analyst on more than twenty urban renewal projects, including new urban renewal plans, amendments to existing plans, feasibility studies, financial updates, and other related analysis. She consistently maintains and improves Tiberius Solutions' tax increment revenue forecasting model to enhance our technical capabilities and ensure detailed and adaptable analysis. Ali graduated from Whitman College in 2015 magna cum laude, with a degree in Economics-Environmental Studies.

Selected Past Projects

- **City of Wilsonville, On-Call Urban Renewal Financial Analysis (ongoing).** Lead Analyst. Assisted on analysis and deliverables related to the City's urban renewal areas, including: updating tax increment finance forecasts; conducting financial analysis for an urban renewal plan amendment; recommending adjustments to the City's developer incentive programs, and; developing material for public outreach.
- **City of Coos Bay, Urban Renewal Financial Update (2019).** Lead Analyst. Updated TIF projections conservatively for two of Coos Bay's urban renewal areas, to prove financial feasibility for proposed loans.
- **City of Happy Valley, Urban Renewal Feasibility Study and Urban Renewal Plan (2018-2019).** Lead Analyst. Evaluated the feasibility of a new urban renewal area. To forecast growth in the proposed URA boundary, built model to translate Metro's 2040 population and employment forecast into growth in assessed value. After financial feasibility was determined, provided all financial elements and demographic analysis required for the urban renewal plan.
- **City of Salem, North Gateway Urban Renewal Plan Amendment (2018).** Project Manager and Lead Analyst. Conducted all financial analysis required to increase the Plan's maximum indebtedness, and ensured all financial elements of the plan were compliant with State statute.
- **City of Beaverton, Urban Renewal Financial Update (2018).** Lead Analyst. Updated tax increment finance revenue projections for the City's downtown urban renewal area and assisted in setting expectations for the financial capacity of the urban renewal area in upcoming budget years, using appropriate financing assumptions.
- **City of Creswell, Urban Renewal Feasibility Study and Urban Renewal Plan (2018).** Lead Analyst. In partnership with Elaine Howard, evaluated the feasibility of a new urban renewal area. After financial feasibility was determined, provided all financial elements for the urban renewal plan.

Rob Wyman, Senior GIS Analyst

M.A. Applied Economics – Rackham Graduate School, University of Michigan

B.S. Economics – Robert D. Clark Honors College, University of Oregon

Rob Wyman is a GIS Specialist and an independent contractor who works exclusively with Tiberius Solutions LLC on spatial and economic analysis. With over 10 years of professional consulting experience, Rob has focused his career on public finance, urban economics, financial feasibility, market analysis, and geo-spatial data analysis. Prior to becoming an independent contractor in 2012, Rob spent five years as an analyst and associate at ECONorthwest. Rob received a Bachelor of Science degree in Economics with honors from the Robert D. Clark Honors College at the University of Oregon in 2006 and a Master of Arts in Applied Economics from the University of Michigan with a graduate concentration in Real Estate Development in 2011. He is proficient in several statistical and spatial software packages, including STATA, SPSS, R, EViews, QGIS, and ESRI's ArcGIS Desktop suite.

Since the founding of Tiberius Solutions in 2016, Wyman has conducted spatial analysis for over 30 urban renewal projects, including urban renewal plans, plan amendments, and feasibility studies.

Selected Past Projects

- **City of Happy Valley, Urban Renewal Feasibility Study and Urban Renewal Plan (2018-2019).** GIS Analyst. For the feasibility study, conducted spatial analysis to (1) establish the frozen base of the proposed urban renewal area, (2) ensure the draft boundary complied with ORS Statute, and (3) connect Metro TAZ data to the draft urban renewal boundary. After feasibility was established, provided summary data and maps on land use, comprehensive plan designation, and improvement to land value ratio in the urban renewal boundary.
- **City of Lincoln City, Urban Renewal Feasibility Studies (2019).** GIS Analyst. Calculated the frozen base assessed value for two potential urban renewal areas, two boundary options each.
- **City of Warrenton, Urban Renewal Plan Amendment (2019).** GIS Analyst. Calculated the frozen base assessed value for the amended boundary for the City of Warrenton Urban Renewal Area. Provided summary data and maps on land use, comprehensive plan designation, and improvement to land value ratio in the amended urban renewal boundary.
- **City of Corvallis, Urban Renewal Plan (2018).** GIS Analyst. Calculated the frozen base value for the urban renewal boundary and provided summary data and maps on land use, comprehensive plan designation, and improvement to land value ratio in the boundary.
- **City of Creswell, Urban Renewal Feasibility Study and Urban Renewal Plan (2018).** GIS Analyst. Calculated the frozen base value for the potential boundary. After financial feasibility was determined, provided summary data and maps on land use, comprehensive plan designation, and improvement to land value ratio in the urban renewal boundary.
- **City of Fairview, Urban Renewal Plan (2018).** GIS Analyst. Calculated the frozen base value for the urban renewal boundary and provided summary data and maps on land use, comprehensive plan designation, and improvement to land value ratio in the urban renewal boundary.

JLA Public Involvement

Darren Cools, Communications Designer and Program Manager

Darren is a professional designer, copywriter, illustrator, and graphic recorder with a passion for engaging community members in projects that affect their lives and environment. He joined JLA in 2019, augmenting the firm's ability to produce effective, visually engaging, people-centric communications, and following his own passion for community engagement.

Darren's public involvement practice is grounded in a deep understanding of communication strategy and innovation driven by authentic connection with people. Drawing on 11 years as a professional designer and creative leader, Darren's strategic thinking and practical design experience strengthen JLA's project outcomes—which depend on forming successful connections with the public and facilitating clear understanding between everyone involved.

As one of JLA's creative leads, Darren designs and consults across multiple disciplines and teams to bring print, digital, and installation solutions to life.

Relevant Project Experience

- **Purple Pipe**, City of Beaverton (Graphic Design, Illustration, Key Messaging, Copywriting/Copyediting)
- **Vehicle Registration Fee Communications**, Clackamas County (Graphic Design, Illustration, Key Messaging)
- **Community Visioning Engagement Process**, Tualatin Hills Park and Recreation District (Graphic Design, Illustration, Key Messaging, Copywriting/Copyediting)
- **Newport Transportation System Update**, ODOT/City of Newport (Graphic Design, Key Messaging)
- **Our Salem Today Visioning**, City of Salem (Graphic Design, Illustration, Key Messaging, Copywriting/Copyediting)
- **Off-Road Cycling Master Plan**, City of Portland (Visual Strategy, Illustration)
- **Parks Funding Vision Outreach**, City of Tigard (Visual Strategy and concepting, Illustration for Whiteboard Video, Video Direction) [Prior to joining JLA]

JLA Public Involvement

Sam Beresky, Public Involvement Program manager & Digital Storyteller

Sam specializes in community engagement strategy and management for civic projects. He has helped project teams successfully navigate highly contentious projects with positive results from stakeholders, elected officials and agency staff. Clients rely on Sam for his keen sense of assessing public needs and concerns, designing appropriate engagement approaches, and conducting responsive outreach programs. Sam understands how to interpret complex, technical information to be suitable for broad audiences. His communicative approach and ability to recommend the when and how to best reach stakeholders have been pivotal in earning project support from a broad range of stakeholders.

Sam advises clients on the use of video as a public engagement tool. Since joining JLA, he has produced hundreds of educational videos, including award-winning videos that have been screened internationally and viewed online hundreds of thousands of times. Sam provides full video production capabilities and is well versed in numerous video styles, story-telling and video production techniques.

- **Roadway Capital Improvement Plan, Multnomah County** (Public Involvement Program Manager)
- **2 Weeks Ready Video Series, Cascadia Region Earthquake Workgroup** (Program Manager, Video Lead)
- **Washington Park Reservoir Improvements Project, Portland Water Bureau** (Public Involvement Program Manager)
- **Lake Oswego Composting Video Series, City of Lake Oswego** (Video Lead)
- **Hannah Mason Pump Station Construction Outreach, Portland Water Bureau** (Public Involvement Program Manager)
- **Lake Oswego - Tigard Water Partnership, City of Lake Oswego** (Video and Communications Lead)
- **Climate Smart Communities Scenarios, Metro** (Video Lead)

DKS Associates

Garth Appanaaitis, Transportation Lead

Garth has experience throughout Oregon in transportation system planning, travel demand and microsimulation modeling, multimodal planning, capacity and operations analysis, freight planning, and access management and circulation. He has continually advanced practices to improve the accuracy and utility of transportation analysis in planning applications, including creating new travel forecasting and model applications that have been included in the ODOT Transportation Planning and Analysis Unit's Analysis Procedures Manual. His project experience includes a long-range planning for master plans and transportation system plans throughout Oregon, including involvement in Newberg's Transportation System Plan, Downtown Improvement Plan, and Riverfront Master Plan.

- ***Newberg Downtown Improvement Plan, Newberg, Oregon.*** Garth was the transportation and traffic lead, focusing on multimodal and traffic circulation needs in Downtown Newberg. Garth analyzed the benefits and impacts of reducing lanes on OR 99W through downtown Newberg to improve pedestrian and bicycle amenities in the area. Garth identified a balanced solution that could reduce the cross section along most the corridor while retaining critical capacity for traffic flow at key locations. Garth prepared an implementation plan that included the coordination process for receiving approval from ODOT and other stakeholders.
- ***Newberg Transportation System Plan, Newberg, Oregon.*** Garth led the update to Newberg's Transportation System Plan (TSP), which identifies long-range transportation needs and planned transportation improvements. The TSP update was a significant change from the prior plan since it extended the future horizon year to 2035 and included Phase 1 of the Newberg Dundee Bypass. Garth oversaw the transportation system inventory and traffic analysis to identify key multimodal needs in Newberg. Garth met with stakeholders to present interim findings and collect feedback, conversed with residents at open houses, and made several presentations to Planning Commission and City Council to support the development of the plan and adoption.
- ***Newberg Riverfront Master Plan.*** Garth led transportation analysis for the master plan update that was refreshed to account for the first phase of the Newberg-Dundee Bypass and the recent Newberg Downtown Improvement Plan. Garth conducted a review of existing multimodal transportation inventory and needs in the study area. The transportation analysis identified key mobility needs and challenges. Garth coordinated with the project team to develop and analyze master plan concepts that improved multimodal connectivity. DKS Associates conducted traffic analysis to address Transportation Planning Rule (TPR) requirements for the proposed Comprehensive Plan changes and identified mitigation needs. The transportation analysis included considerations for multimodal connectivity needs, potential traffic generated by the proposed land use mixes, and infrastructure needs to support development. Garth conducted traffic analysis and identified specific motor vehicle capacity improvements needed to address Transportation Planning Rule (TPR) requirements for the proposed zone change.

C. Public Client List - Elaine Howard Consulting, LLC and Tiberius Solutions LLC

Note that either Elaine Howard or Nick Popenuk were personally involved in each of the urban renewal plans and feasibility studies included in this list.

Urban Renewal Feasibility Studies

- Madras UR Feasibility (2019)
- Lincoln City UR Feasibility (2019)
- Happy Valley UR Feasibility (2018)
- West Linn UR Feasibility (2019)
- Creswell UR Feasibility (2017)
- Lebanon UR Feasibility (2017)
- Seaside UR Feasibility (2017)
- Myrtle Creek UR Feasibility (2016)
- Milwaukie UR Feasibility (2015)
- Klamath Falls UR Feasibility (2015)
- Grants Pass UR Feasibility (2015)
- Newport UR Feasibility (2014)
- Lake Grove Village Center UR Feasibility (2011-12)
- Foothills UR Feasibility (2011-12)
- McMinnville UR Feasibility (2012)
- Gold Beach UR Feasibility (2012)
- Brookings Airport UR Feasibility (2012)
- PDC Central City UR Feasibility (2011)
- Ashland UR Feasibility (2011)
- Portland Westside UR Feasibility (2010)
- Wood Village UR Feasibility (2010)
- Beaverton UR Feasibility Study (2010)
- Hood River Heights UR Feasibility (2010)
- Milwaukie UR Feasibility (2009)
- Lowell UR Feasibility (2009)
- Sweet Home UR Feasibility (2009)
- Albany Oak Creek UR Feasibility (2007)
- Salem South Waterfront UR Feasibility (2007)
- Happy Valley Urban Renewal Plan (2019)
- Cornelius Urban Renewal Plan (2019)
- Fairview Urban Renewal Plan (2018)
- Lebanon Downtown Urban Renewal Plan (2018)
- Creswell Urban Renewal Plan (2018)
- Myrtle Creek Urban Renewal Plan (2018)
- Corvallis Urban Renewal Plan (2018 - 85% voter approval)
- John Day Urban Renewal Plan (2018)
- Roseburg Urban Renewal Plan (2018)
- Banks Downtown UR Plan (2017)
- Turner Downtown UR Plan (2017)
- Klamath Falls Spring Street Urban Renewal Plan (2017)
- Wilsonville Coffee Creek Urban Renewal Plan (2017 - public advisory vote, 53.19% approval)
- Grants Pass Urban Renewal Plan (2017)
- Tigard Triangle Urban Renewal Plan – (2016 - required public vote, 68% approval)
- Milwaukie Downtown UR Plan (2016)
- Newport Northside UR Plan (2015)
- Newport McLean Point UR Plan (2015)
- La Pine Urban Renewal Plan (2014)
- Wilsonville (5 TIF Zones Plans) - public advisory vote, 78.8% approval
- Gold Beach Urban Renewal Plan (2013)
- McMinnville Urban Renewal Plan (2013)
- Lake Oswego Foothills Urban Renewal Plan (2012)
- Lake Oswego Lake Grove Village Center Urban Renewal Plan (2011)

Urban Renewal Plans

- Bend Core Area Plan (ongoing)
- Roads End Plan (ongoing)
- Madras Housing Plan (2019)
- Salem Affordable Housing Plan (2019)
- Scappoose Urban Renewal Plan (2019)

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019-3624	Motion ____	Information ____
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SUBJECT: A resolution to authorize the City Manager Pro Tem to enter into a professional services agreement with HBH Consulting Engineers, Inc. to design the city's 2020 Pavement Rehabilitation & Maintenance Projects

Contact Person (Preparer) for this Motion: Paul Chiu, P.E., Senior Engineer
Dept.: Public Works Engineering
File No.:

RECOMMENDATION:

Adopt Resolution No. 2019-3624 authorizing the City Manager Pro Tem to enter into a professional services agreement (PSA) with HBH Consulting Engineers, Inc. (HBH) to provide topographic survey, engineering design, bid, and construction phase services for the City's 2020 Pavement Rehabilitation & Maintenance Projects in the amount of \$125,041.00.

EXECUTIVE SUMMARY:

The City's Public Works Department completed a five-year pavement preservation plan (2018-2022) for City maintained streets last January and the streets recommended for pavement preservation in 2020 are shown in Figure 1 on the following page. Pavement preservation projects and improvements to roadway drainage system for the selected streets requires design survey and engineering design. The Request for Proposals (RFP) was advertised in the Daily Journal of Commerce and on the City's engineering webpage on October 14, 2019.

The City received three qualified proposals from HBH Consulting Engineers, Inc., Murraysmith, Inc. and PACE Engineers, Inc. The proposal evaluation team identified HBH as the most qualified engineering design consultant with the particular knowledge, expertise and experience for the proposed project.

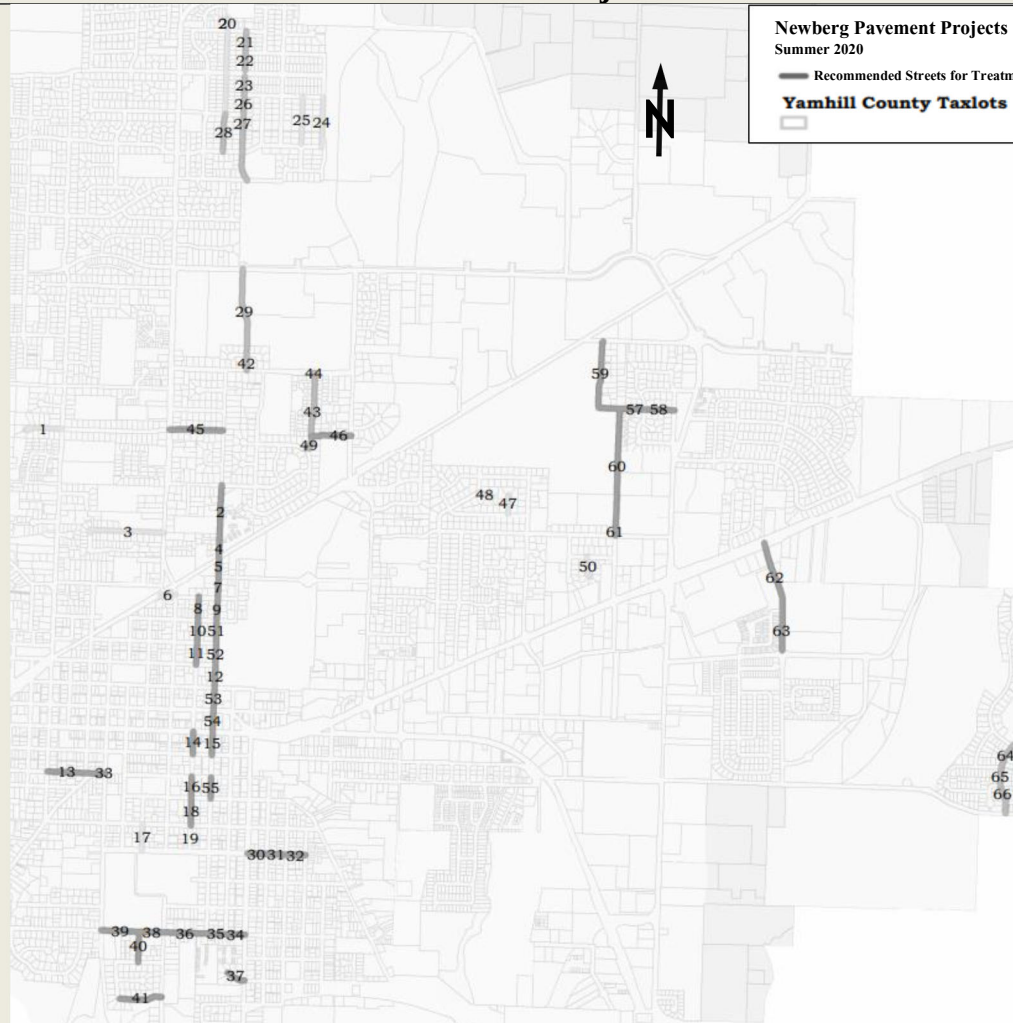
Staff entered into negotiations with the consultant per ORS.279C.110. In response, the consultant submitted a detailed proposal with a scope of work and cost breakdown for the city's consideration. Refer to Exhibit "A" that includes the proposed professional services agreement.

The scope of work includes but not limited to:

- Verification of the types of treatment for pavement preservation;
- Assessment of sidewalk ramps for ADA compliance and upgrade to meet current requirement;
- Topographic and drainage survey for development of design plans;
- Preparation of design plans, specifications and estimate for construction bid purposes for two pavement projects, namely 2020 Pavement Maintenance Project (aka crack and slurry seal), and 2020 Pavement Rehabilitation Project (aka grind and inlay with ADA upgrade); and
- Construction phase services for both pavement projects.

The consultant's proposal is comprehensive and the proposed cost is reasonable because it equals to less than 15% of the total project cost.

**Figure 1 – Project Map Showing Recommended Streets
for Pavement Projects in 2020 ***



Recommended Streets:

Crack Seal

1. Vermillion St from N College Ct to west end
2. Filbert Ct from Walnut Ave to cul-de-sac south
3. Elm Ln from Willow Dr to cul-de-sac north
4. Alder Ln from N Sitka Av to cul-de-sac east
5. School St from E Sixth St to E Fifth St
6. Mission Dr from Rentfro Wy to N College St
7. N Meridian St from Quail Dr to north end
8. Juniper Dr from E Edgewood Dr to Sunset
9. Aldersgate Dr from E Edgewood Dr to Sunset Dr
10. Pinehurst Dr from N Main St to cul-de-sac west

Slurry Seal

11. N Meridian St from Quail Dr to E Edgewood Dr
12. N Center St from Hilltop Dr to Henry Rd
13. N Center St from E Mountainview Dr to Crestview Dr
14. Aldersgate Ln from Crestview Dr to N Pennington Dr
15. The Greens Ave from Ironwood Dr to NE Fernwood Rd

Crack and Slurry Seal

16. N Meridian St from E Fourth St to E Third St
17. N Meridian St from E Second St to Sierra Vista Dr (or Pinehurst Dr?)
18. Pinehurst Dr from N College St to N Meridian St
19. S Edwards St from E Second St to E First St
20. E Third St from S Main St to S Blaine St
21. Ninth St from S Blaine St to S River St
22. School St from Tenth St to Ninth St
23. Andrew St from James St to S College St
24. Eleventh Ct from S River St to cul-de-sac west
25. Park Ln from Aldersgate Ln to Villa Rd

Grind and Inlay

26. Deborah Rd from Haworth Ave to Douglas Ave
27. Douglas Ave from Emery Dr to Springbrook Wy
28. Emery Dr from Douglas Ave to Crestview Dr
29. E Sixth St from S River St to Columbia St
30. N Edwards St from E Sherman to E Franklin St/E North St/Vermillion St
31. S Edwards St from E Fifth St to E Third St
32. Brutscher St * from Hayes St to Hwy 99W/ Portland Rd

General Notes:

- (a) Types of treatment may change.
- (b) Selection of streets may change based on estimated construction costs or conditions of subsurface pipelines.
- * (c) Brutscher Street may be deferred/swapped due to a potential utility development project by others.

FISCAL IMPACT:

The available budget for design in this fiscal year (from Gas Tax funds and Transportation Utility Fee revenue) is \$187,000.00. The pavement projects will span fiscal years. The Engineering phase will start in fiscal year 2019-2020 and construction will occur in fiscal year 2020-2021. The consultant will complete all phases of the projects for \$125,041.00 as outlined in the attached Exhibit “A”.

STRATEGIC ASSESSMENT:

The Council Priorities adopted in September 2017 state, “Goal 2: Repair and maintain City’s streets and sidewalks and secure funding.” To meet this goal, the City of Newberg Public Works Department completed a process to identify selected streets for pavement preservation and restoration projects from 2018 through 2022.

The approval of this engineering design phase contract for the proposed 2020 pavement projects will allow for the development of construction plans and specifications for the proposed projects for construction bid pricing in April 2019. The pavement projects are part of the City’s continuous effort to effectively preserve and maintain pavement for the City owned roadway system, to increase mobility, comfort, safety and livability for everyone that works, lives and visits the city.



RESOLUTION NO. 2019-3624

A resolution to authorize the City Manager Pro Tem to enter into a professional services agreement with HBH Consulting Engineers, Inc. to design the city's 2020 Pavement Rehabilitation & Maintenance Projects

RECITALS:

1. The City of Newberg completed a pavement preservation plan for City maintained streets for the next five years (2018 through 2022) and identified streets for pavement preservation projects.
2. The 2020 pavement rehabilitation and maintenance projects are approved for capital improvement expenditures in the 2019-20 fiscal year budget and the construction will be included in the proposed expenditures in the fiscal year 2020-21 budget.
3. The City advertised the pavement design projects in the Daily Journal of Commerce and on the City's engineering webpage on October 14, 2019, and received three qualified proposals through the Request for Proposals process per ORS. 279C.110.
4. HBH Consulting Engineers, Inc. submitted a detailed proposal outlining the scope of work with a reasonable phase-by-phase cost breakdown for \$125,041.00, which is attached as Exhibit "A" and by this reference incorporated.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council, acting as contract review board for the City, does hereby authorize the City Manager Pro Tem to enter into a Professional Services Agreement with HBH Consulting Engineers, Inc. to complete the City's 2020 Pavement Rehabilitation & Maintenance Projects that include design survey, engineering design, bid and construction phase services in the amount of \$125,041.00.
2. The City Attorney will modify and approve all contracts and agreements as to form and content.
3. The City Manager or City Manager Pro Tem is authorized to amend the Professional Services Agreement up to ten (10) percent of the original contract amount.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: December 10, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 9th day of December, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 12th day of December 2019.

Rick Rogers, Mayor



501 E First Street
Newberg, Oregon 97132
phone 503-554-9553
fax 503-537-9554

November 21, 2019

City of Newberg
Paul Chiu, PE, Senior Engineer/Project Manager
414 E. First St. (P.O. Box 970)
Newberg, OR 97132

Re: Newberg 2020 Pavement Rehab and Maintenance Project – Scope of Work and Fee

Dear Paul,

HBH Consulting Engineers, Inc. is pleased to provide civil engineering and construction services for the 2020 Pavement Rehab and Maintenance Project.

Our understanding is the City of Newberg has tentatively selected the following city streets for preservation in 2020. These streets are subject to confirmation after review of pipe video reports by the City or possibly HBH that subsurface utility work, in particular wastewater conveyance, is not required prior to any pavement work. We understand the City of Newberg will be performing storm and sewer pipe video inspections in order to determine if the City will keep the same list of streets for pavement maintenance and rehabilitation. If not, the City will find other similar streets as substitutes. HBH agrees to this potential switch with no change to our general scope and fees.

CRACK SEAL:

1. Vermillion St from N College Ct to west end
2. Filbert Ct from Walnut Ave to cul-de-sac south
3. Elm Ln from Willow Dr. to cul-de-sac north
4. Alder Ln from N Sitka Av to cul-de-sac east
5. School St from E Sixth St to E Fifth St
6. Mission Dr. from Rentfro Wy. to N College St
7. N Meridian St from Quail Dr. to north end
8. Juniper Dr. from E Edgewood Dr. to Sunset
9. Aldersgate Dr. from E Edgewood Dr. to Sunset Dr.
10. Pinehurst Dr. from N Main St to cul-de-sac west (*treat west half*)

SLURRY SEAL:

11. N Meridian St from Quail Dr. to E Edgewood Dr.
12. N Center St from Hilltop Dr. to Henry Rd
13. N Center St from E Mountainview Dr. to Crestview Dr.
14. Aldersgate Ln from Crestview Dr. to N Pennington Dr
15. The Greens Ave from Ironwood Dr. to NE Fernwood Rd

CRACK AND SLURRY SEAL:

16. N Meridian St from E Fourth St to E Third St
17. N Meridian St from E Second St to Sierra Vista Dr. (or Pinehurst Dr?)
18. Pinehurst Dr. from N College St to N Meridian St
19. S Edwards St from E Second St to E First St
20. E Third St from S Main St to S Blaine St
21. Ninth St from S Blaine St to S River St
22. School St from Tenth St to Ninth St
23. Andrew St from James St to S College St

- 24. Eleventh Ct from S River St to cul-de-sac west
- 25. Park Ln from Aldersgate Ln to Villa Rd

GRIND AND INLAY:

- 26. Deborah Rd from Haworth Ave to Douglas Ave
 - 27. Douglas Ave from Emery Dr. to Springbrook Wy.
 - 28. Emery Dr. from Douglas Ave. to Crestview Drive
 - 29. † E Sixth Street, from S River Street to Columbia Street.
 - 30. N Edwards St from E Sherman to E Franklin St/E North St/Vermillion St
 - 31. S Edwards St from E Fifth St to E Third St
 - 32. Brutscher St from Hayes St to Hwy 99W/ Portland Rd
- † One block of E Sixth Street appears to have a higher Pavement Condition Index.
Consultant shall determine the proper treatment for all streets.

PROJECT SCOPE AND WORK PLAN

We propose the following preliminary task outline based on our experience for this type of project.

Task A - Project Management

Task A-1 – Kick-off Meeting

This task will consist of organizing a kick-off meeting that will last no longer than four hours in order to define project goals, further clarify project and management approaches, identify roles and responsibilities, and confirm the scope of work and schedule.

Task A-2 – Design Administration

As the project manager, Andrey Chernishov will work throughout the project to keep the project team on schedule and on budget. HBH ensures full coordination with City personnel. As a project manager for this project and an owner of the company, Andrey ensures he will be responsive to City emails and telephone discussions, in addition to any meetings we may have. We will be in contact with the City frequently enough to ensure a timely City review of deliverables. We will work with all stakeholders in a responsible manner. HBH will provide accountability for monthly progress reports and billings.

Task B – Confirm Suggested Types of Treatment

Task B-1 – Pavement Maintenance

HBH and GRI will be to verify the type of treatment suggested, or justify an alternative treatment, for each street. Our project team will work with GRI to visit each street identified for crack seal, slurry seal, crack and slurry seal to confirm that the suggested pavement maintenance treatment is correct. The team will also review the ADT in the 2014 pavement report to verify that the correct treatment is selected.

GRI will provide the following services for the Pavement Maintenance (crack seal or slurry seal or crack and slurry seal) portion of the work:

- 1) *Conduct a site visit to observe the existing pavement condition. For each candidate street, quantify the area of load-related distress that requires localized patching repair.*
- 2) *Select the appropriate surface treatment option (e.g., Type II Slurry Seal, chip seal, or fog seal, etc.) or, if in our opinion the street is not a suitable candidate for surface treatment, remove the street from the maintenance candidate list. Provide recommendations in a brief letter.*

Task B-2 – Pavement Rehabilitation

HBH and GRI will review as-built plans, if available. The project team will conduct a site visit to identify the types of distress present. HBH and GRI will review the core, base aggregate, and soil logs in the 2014 pavement report. In addition, GRI will core over cracks to verify if cracking is top down/full depth and AC thickness for the seven Pavement Rehab (grind and inlay) streets with at least one core per street. Below the pavement surface, GRI will use a hand augur to determine base aggregate thickness and condition. GRI will also collect samples of subgrade soil and perform a visual classification. Our project team will verify the type of treatment suggested, or justify an alternative treatment, for each street. PSI will be used as resource where needed for work they have previously completed.

GRI will provide Network-Level Field Investigation and GPR Testing for the Pavement Rehabilitation portion of the work as follows:

Alternative 3 – Network-Level Field Investigation

- 1) *Conduct a site visit to observe the existing pavement condition and distress types/quantity present for each candidate street. Quantify the areas of load-related distress that require localized patching repair prior to rehabilitation.*
- 2) *Conduct up to 1 day of shallow core explorations. We will use surface cores to evaluate the type, severity, and depth of cracking and overall condition of the AC. The shallow explorations will extend up to 24 in. below ground surface, and they will be used to identify the condition and thickness of aggregate base (AB), and to classify the subgrade soils.*
- 3) *Conduct up to ½ day of FWD testing on a network-level basis. This information will be analyzed to determine the subgrade resilient modulus and properties of the existing AC and AB, if present.*
- 4) *Develop rehabilitation recommendations based on visual observations, shallow core explorations, and network-level FWD testing. Summarize recommendations and localized repair areas in a brief memorandum. If traffic-loading information is not provided by the City, we will use the guidelines outlined in the APAO Design Guide base on the street classification.*

GPR Testing

GRI will spend ½ day collecting data, which does not require traffic control. The information collected will include continuous pavement thickness along the project alignment for the selected pavement rehab streets, which can be used to identify areas of delamination or stripping, and variation in AC thickness that may impact the mill and overlay depths.

Task C – Design Survey and Investigation**Task C-1 – Topographic Survey**

Our subconsultant Leland MacDonald & Associates, LLC shall provide a field run topographic survey for the Pavement Rehab streets. This does not include survey of any of the Pavement Maintenance streets (crack or slurry seal streets).

- Surface features from curb to curb, such as manholes, catch basins, water valves, etc.
- Areas where buried utility deficiencies are known to exist.
- Areas where surface drainage issues have been identified.
- ADA ramps and crosswalks where meeting minimum slope requirements is in question.

Task C-2 – Localized Drainage Survey

Where pavement rehabilitation will be required, our project team will simulate heavy rainfall events utilizing a water truck to apply water to the pavement surface. HBH will contract with a local contractor with a water truck (The Saunders Company) to provide the water. HBH will obtain a hydrant permit from the City of Newberg and will pay the fee to obtain the permit to fill the water truck. This will allow the project team to identify if the water flows outside of the curb and gutter and onto the sidewalk or onto private property where potential damage could occur. This will also allow visual checks to determine if ponding occurs in roads with flat slopes or in front of ADA ramps or crosswalks.

Task D – Engineering Design & Development of Construction Plans

HBH shall provide design services in accordance with the current City of Newberg Public Works Design and Construction Standards. HBH will provide engineering design and development of construction plans for two separate set of bid plans and specifications: one for 2020 Pavement Maintenance Project and the other one for 2020 Pavement Rehabilitation Project.

Design of ADA Ramps: HBH will provide the contractor with a general design deal for each type of ADA ramp. This will allow the contractor to lay out and construct ramps in the field such that they meet ADA requirements. The reasoning for this is that the actual constructed ramp can deviate from the engineering plans. The exception to this contractor design-build approach will be ADA ramps where the project team identifies specific difficulty in meeting ADA requirement due to existing site conditions.

Task D-1 – Street Confirmation per Pipe Video Reports

If requested by the City, HBH will review video pipe reports of storm and wastewater conveyance piping supplied by the City. The video reports will state the condition of the piping. If the pipes are in good condition and do not need to be replaced, the street selection will be confirmed. If the pipes are in poor condition, the City will select similar alternate streets. If requested by the City, HBH will write a letter summarizing the findings of the video reports.

Task D-2 – 30% Design

After the kick-off meeting, receiving the topographic survey, checking drainage improvements by simulating street drainage with a water truck, and collecting subsurface information from the core samples, HBH will prepare a 30% set of design plans for City review for the Pavement Maintenance Project and the Pavement Rehabilitation Project. At this time HBH will prepare a preliminary construction cost estimate to determine if the proposed funding will be adequate for construction for both projects.

Task D-3– Final Design

After City comments are returned HBH will prepare final construction drawings, construction specifications based on the City of Newberg, special provisions, and cost schedules. HBH shall prepare a final construction cost estimate based on the final design for both projects. *It is understood that the City of Newberg intends on bidding the Pavement Maintenance Project and the Pavement Rehabilitation Project as separate projects with separate bids.*

Task D-4 – Design Coordination

Design coordination with the City on project review and acceptance will be required. Final review comments, if any, from the City will be incorporated into the final drawings. HBH will obtain all required permits for the construction of this project.

Task E - Bid Phase Assistance**Task E-1 – Bidding Services**

HBH will answer general contractor questions during the bidding process, organize a pre-bid meeting, provide technical language for clarifications and addendums as necessary.

Task F - Construction Phase Assistance**Task F-1 – Construction Management**

HBH shall provide technical assistance during project construction on an as needed basis. HBH shall organize the Pre-Construction meeting. HBH shall review and respond to the City/Contractor on RFIs, submittals, and change orders. HBH shall respond to the City to help resolve construction issues that arise during construction. HBH shall review contractor progress payments and submit recommendations for payment.

Task F-2 – Inspection

If needed, an HBH inspector will provide inspection on as-needed basis by the City. Inspection response times could be as quick as ten minutes from receiving notification to arriving to the project site. The HBH inspector will produce daily inspection reports, copies will be provided to the City on a weekly basis.

Task F-3 – Project Closeout

Upon completion of the project, HBH along with the City will conduct a walk-through visit of the site and produce a punch list. If HBH provides inspection services, HBH will certify construction of all work to meet City requirements. If any storm improvements are made, as-built surveying and as-built plans will be provided.

Note:

Survey monuments will NOT be set and a Record of Survey Map will NOT be filed with the Yamhill County Surveyor's Office unless a Post-Construction Record of Survey is required to be filed with the County because previously existing survey monuments were destroyed during construction.

Not included and/or not anticipated is the following:

- Traffic Engineering (traffic impact study, transportation demand management plan, signal design, traffic control plan)
- Structural engineering and environmental engineering
- Offsite improvements unless noted
- 1200-C Designated Erosion Control Inspector

Schedule

2020 Pavement Rehabilitation & Maintenance Projects Project Schedule			Week of																		
Task #	Task Description	Completion Date	11/11	11/18	11/25	12/4	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/2	3/9	
	Consultant Recommendation	November 12, 2019																			
	Detailed Scope and Fee	November 18, 2019																			
	City Council Adopts Consultant Contract	December 9, 2019																			
	City Executes Contract	December 18, 2019																			
A	Project Management																				
A-1	Kick-off Meeting	December 18, 2019																			
A-2	Design Administration	March 6, 2020																			
B	Confirm Suggested Types of Treatment																				
B-1	Pavement Maintenance	January 10, 2020																			
B-2	Pavement Rehabilitation	January 10, 2020																			
C	Design Survey																				
C-1	Topo Survey	January 17, 2020																			
D	Engineering Design & Development of Const. Plans																				
D-1	Street Confirmation per Pipe Video	December 29, 2019																			
D-2	30% Design	January 24, 2020																			
	City Comments Returned	January 31, 2020																			
D-3	Final Design	March 6, 2020																			
	90% Design	February 25, 2020																			
	City Comments Returned	March 3, 2020																			
	Advertise Projects for Bids	March 10, 2020																			
D-4	Design Coordination	March 6, 2020																			
2020 Pavement Rehabilitation & Maintenance Projects Project Schedule Cont.			Week of																		
			3/9	3/16	3/23	3/30	4/6	4/13	4/20												
E	Bid Phase Assistance																				
E-1	Bidding Services	March 24, 2020																			
	Pre-Bid Meeting	March 17, 2020																			
	Bid Closing	March 24, 2020																			
	Council Bid Award	April 20, 2020																			
2020 Pavement Rehabilitation & Maintenance Projects Project Schedule Cont.			Week of																		
			4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	7/6	7/13	7/20	7/27					
F	Const. Phase Assistance																				
F-1	Construction Management	July 17, 2020																			
	Construction Starts	May 5, 2020																			
	Substantial Completion	July 17, 2020																			
F-2	Inspection	July 17, 2020																			
F-3	Project Closeout	July 31, 2020																			

In consideration of the mutual promises exchanged herein, our fee for the above work shall be as follows:

Task A – Project Management

Task A-1 – Kick-off Meeting	\$ 756
Task A-2 – Design Administration	\$ 2,874

Task B – Confirm Suggested Types of Treatment

Task B-1 – Pavement Maintenance	\$ 5,966
Task B-2 – Pavement Rehab (Alt. #3 w/GPR Testing)	\$ 21,063

Task C – Design Survey

Task C-1 – Topo Survey	\$ 19,040
Task C-2 – Localized Drainage Survey	\$ 5,292

Task D – Engineering Design and Development of Construction Plans

Task D-1 – Street Confirmation	\$ 4,000
Task D-2 – 30% Design	\$ 12,440
Task D-3 – Final Design	\$ 39,012
Task D-4 – Design Coordination	\$ 2,850

Task E – Bidding Services

Task E-1 – Bidding Services	\$ 1,586
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Task F – Construction Phase Assistance

Task F-1 – Construction Management	\$ 3,644
Task F-2 – Inspection	\$ 1,360
Task F-3 – Project Closeout	\$ 4,808

Reimbursables, Mileage, Prints, Etc.	\$ 350
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All services will be invoiced on a time and materials basis with the total project cost not to exceed \$125,041. Reimbursables and subcontractor fees are at cost plus 12 percent. Mileage will be billed at the IRS mileage rate. Payment is due within 30 days of invoice (monthly) or be subject to 1.5 percent monthly interest.

Accepted by: _____

Date: _____

Sincerely,
HBH Consulting Engineers, Inc.

Andrey R. Chernishov, PE
Principal, Secretary/Treasurer

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019-3631	Motion ____	Information ____
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SUBJECT: A Resolution approving an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments for land use planning services

Contact Person (Preparer) for this Motion: Doug Rux, Director
Dept.: Community Development
File No.:

RECOMMENDATION:

Adopt Resolution No. 2019-3631.

EXECUTIVE SUMMARY:

The City of Newberg provides planning services for the City of Dundee through an Intergovernmental Agreement (IGA) that was approved by Resolution No. 2008-2795. Cheryl Caines, Senior Planner, has submitted her resignation from the City of Newberg effective December 11, 2019. Ms. Caines was the staff planner providing the planning services for Dundee. To continue to meet our contractual obligation with the City of Dundee, Doug Rux, Community Development Director, reached out to the Mid-Willamette Valley Council of Governments (MWVCOG) to inquire if they could backfill planning services until a replacement for Ms. Caines could be hired by the City of Newberg. The MWVCOG has indicated that they can provide the service on an interim basis.

The City of Newberg shared the draft IGA between the City of Newberg and MWVCOG with Rob Daykin, City Administrator, with the City of Dundee and he has no issues with the MWVCOG cost of providing the planning services on an interim basis. The IGA will terminate on March 31, 2020 unless otherwise agreed to by the MWVCOG and City by amendment to the IGA. March 31, 2020 should be adequate time to fill the vacant City of Newberg planning position.

FISCAL IMPACT:

Revenue for the City of Dundee planning services is budgeted in Fund 01 General Fund Revenues, 01-0000-336001 Dundee Planning Contract at \$25,500 for FY 2019/20. Entering into the IGA with the MWVCOG to provide the planning services on an interim basis will reduce the revenue to the City of Newberg by approximately \$5,000 - \$6,000. The actual amount will be dependent on the volume of work that will occur in the City of Dundee over the approximately 3 month period.

To cover the MWVCOG costs they will invoice the City of Newberg and Newberg will pay the invoice amount. The City of Newberg will invoice the City of Dundee the amount invoiced to the City of Newberg.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

Not applicable.



RESOLUTION No. 2019-3631

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
FOR LAND USE PLANNING SERVICES**

RECITALS:

1. The City of Newberg provides planning services for the City of Dundee through an Intergovernmental Agreement (IGA) that was approved by Resolution No. 2008-2795.
2. Staff changes in the Community Development Department requires that interim services are necessary to fulfill Newberg's requirements of the IGA.
3. The MWVCOG has indicated that they can provide the planning services on an interim basis.
4. Oregon Revised Statutes, Chapter 190 allows units of governments to enter into agreements for services. The City of Newberg initially entered into an Intergovernmental Agreement with the Mid-Willamette Valley Council of Governments in 1995 to provide services for the City's Economic Development Revolving Loan Fund.
5. The City of Newberg is a member of the Mid-Willamette Valley Council of Governments.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager is authorized to execute the Intergovernmental Agreement between the City of Newberg and the Mid-Willamette Valley Council of Governments in the form substantially in conformance with Exhibit "A".
2. Exhibit "A" is hereby attached and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: December 10, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 9th day of December, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 12th day of December, 2019.

Rick Rogers, Mayor

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of December, 2019 by and between the CITY OF NEWBERG, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide a Senior Land Use Planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. COG shall provide to City legal services as requested by City related to work under paragraph A.1.
4. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate as indicated in the attached Exhibit A - COG Board approved fee schedule, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.
5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.

2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on March 31, 2020 unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contract

1. The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

F. Limited Warranty

1. Unless requested by the City that the COG provide legal services, CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of the CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.
2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.
3. CITY agrees to provide a representative to present the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

CITY OF NEWBERG

By: _____
Sean O'Day, Executive Director

By: _____

BEFORE THE BOARD OF DIRECTORS

FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

RESOLUTION 2019-06

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

WHEREAS, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

WHEREAS, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

WHEREAS, the Board of Directors for the COG desires to set rates for such services that are affordable for members and where feasible recover the COG's costs of providing such services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2019, and ending June 30, 2020, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$5,938
1,001 to 5,000	\$8,097
Over 5,000	\$10,256
Non-member Entities	\$16,193
Background Check Services	\$500/background check

Legal Services

General Counsel Services	\$156 per hour
Hearings Officer Services	\$175 per hour

Miscellaneous Technical Services

Executive Director	\$200 per hour
Support Staff	\$80 per hour

Community Development Services

Land Use Planning (small cities)*

Senior Planner	\$87 per hour
Associate Planner	\$85 per hour
GIS Analyst	\$89 per hour
Support Staff	\$60 per hour

Grants Administration*	
Grants Administration Specialist	\$76 per hour
Support Staff	\$60 per hour

Housing Rehab Services*	
Grants Administration Specialist	\$76 per hour

Economic Development Services*	
Development Director	\$113 per hour
Senior Planner	\$95 per hour
Associate Planner	\$85 per hour
GIS Analyst	\$89 per hour
Support Staff	\$60 per hour

*(Any contracts that exceed a 1 year period shall be charged at the above rates plus 5%.)

GIS/Data Services

GIS Services	
Member Rate	\$89 per hour
Non-profit Rate	\$94 per hour
For Profit Rate	\$108 per hour

Modeling Services	
Member Rate	\$102 per hour
Non-profit Rate	\$107 per hour
For Profit Rate	\$120 per hour

Loan Program Services

Administration of Member Revolving Loan Programs	
Program Manager	\$108 per hour
Loan Officer	\$77 per hour
Servicing Specialist	\$60 per hour
Loan Underwriting, packaging and Closing Services	1.5 % of Loan Amount, Minimum Fee - \$800
Loan Servicing and Reporting	\$1,800 annually

SBA Loans	
Program Manager	\$108 per hour
Loan Officer	\$77 per hour
Servicing Specialist	\$60 per hour
Support Staff	\$60 per hour

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 19th day of March, 2019.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ **Ordinance** ____ **Resolution** ____ **Motion** XX **Information** ____
No. **No.** **No.**

SUBJECT: Approval of Settlement & Release Agreement

Contact Person (Preparer) for this Motion: David Clyne
Dept.: City Manager's Office
File:

RECOMMENDATION: By way of motion, Council authorizes the City Manager Pro Tem to execute the attached Settlement and Release Agreement pertaining the Greg Patton v. City of Newberg.

EXECUTIVE SUMMARY: The City's insurance provider has elected to settle the case.

FISCAL IMPACT: \$10,000 will come directly from the City. \$240,000 will be paid by City County Insurance Services.

SETTLEMENT & RELEASE AGREEMENT

By their signatures set forth below, Greg Patton ("PLAINTIFF"), and the City of Newberg ("City" or "DEFENDANT") agree to the following terms regarding the settlement of *Greg Patton v. City of Newberg*, Yamhill County, Oregon, Circuit Court docket number 17CV43534, and *Greg Patton v. City of Newberg*, Oregon Court of Appeals docket number A172730 as well as any and all claims between PLAINTIFF and DEFENDANT, regardless of whether those claims have been brought in the above-mentioned case.

1. **No Admissions:** DEFENDANT expressly denies any and all liability associated with the above-mentioned case. Nothing in this Settlement Agreement shall be interpreted as an admission of wrongdoing by either party.
2. **Payment:** DEFENDANT shall cause payment of \$250,000 to PLAINTIFF, allocated as follows:
 - a. \$10,000 in economic damages, less all standard withholdings, in a check made payable to PLAINTIFF;
 - b. \$240,000 in general non-economic damages and fees, in a check made payable to the Sean J. Riddell Client Trust Account.
3. **Indemnity:** PLAINTIFF shall indemnify and hold harmless DEFENDANT and Citycounty Insurance Services for all taxes, penalties and interest, as well as attorney fees, in the event that any taxing authority audits the above-specified settlement payment or otherwise addresses the allocation of the settlement payment herein.
4. **Dismissal of Case:** DEFENDANT shall expeditiously cause the above-mentioned appeal to be dismissed with prejudice and without an award of costs or fees to either party.
5. **Waiver of costs and fees:** PLAINTIFF shall waive any fees and costs awarded by the Yamhill County Circuit Court in docket number.
6. **Release of Liability:** In consideration of the above concessions and promises, PLAINTIFF agrees to irrevocably and unconditionally release and covenant not to initiate any judicial proceeding or arbitration against DEFENDANT, its predecessors, successors, subsidiaries, parent corporations, and all of their past, present and future officers, trustees, commissioners, shareholders, directors, agents, and employees for any and all claims, liabilities, causes of action, debts, obligations, promises, agreements and demands, both in law and in equity, known or unknown, fixed or contingent, which he has, may have or claim to have, based upon or in any way related to DEFENDANT'S acts or omissions. This release is comprehensive and includes any claim that PLAINTIFF could assert against DEFENDANT based upon acts or omissions that occurred, or that could be alleged to have

occurred before PLAINTIFF signed this Agreement. This release also includes but is not limited to all claims based on: negligent or intentional tortious conduct; express or implied contract; covenants of fair dealing and good faith. This release also includes but is not limited to: claims for other forms of monetary relief (including but not limited to compensation or benefits for pain and suffering damages, punitive damages, and attorney fees); or other equitable relief arising under federal, state or local laws, rules, ordinances or rules of decisions dealing with employment matters and discrimination and retaliation in employment including but not limited to: Oregon Revised Statutes Chapters 652, 653, 654, 659, 659A, Title VII of the Civil Rights Act of 1964, the Post Civil War Civil Rights Acts, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Worker Benefit Protection Act, the Employee Retirement Income Security Act, the Federal Family Medical Leave Act, the Oregon Family Leave Act, Federal and State wage and hour laws, all as amended. This waiver and release also includes any judicial proceeding or arbitration based on any claims that DEFENDANT or any of its agents, employees, or representatives engaged in conduct prohibited on any basis under any federal, state, or local statute, ordinance, regulation, or rule of decision, claims based on contract (including any applicable collective bargaining agreement) or tort (including a claim for constructive or wrongful discharge), and any claim for wages, attorney's fees, other expenses or costs.

(i) All Known and Unknown Claims. In connection with such waiver, the parties, and each of them, hereby acknowledge that they, and/or their attorneys or agents, may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Settlement Agreement or the other parties hereto, but that *it is their intention to fully, finally and forever settle and release all matters known or unknown, suspected or unsuspected, which do now exist, may later exist, or heretofore have existed between the parties*, and each of them, by reason of any acts, circumstances or transactions occurring on or before the date of the execution of this Settlement Agreement, arising out of or in connection with DEFENDANT'S acts or omissions. In furtherance of such intention, the release herein given shall be and will remain in effect as a full and complete general release as to DEFENDANT'S acts and omissions, notwithstanding the discovery of or existence of any such additional or different claims of facts.

(ii) Facts May Be Different. Each of the parties understand and expressly accept and assume the risks that the facts with respect to which the Settlement Agreement is executed may later be found to be different from the facts now believed to be true, and they agree that this Settlement Agreement shall remain effective, notwithstanding any such difference.

DEFENDANTS and PLAINTIFF expressly intend this waiver and release to reach the maximum extent permitted by law.

7. **Satisfaction of Judgment:** Pursuant to ORS 18.225 Plaintiff shall file a Full Satisfaction of Judgment with Yamhill County Circuit Court in docket number 17CV43534 within 7 days of receiving payment under paragraph 2, above. DEFENDANT shall be entitled to an award of its reasonable attorney fees in the event that it must enforce this paragraph.

8. **Entire Agreement:** DEFENDANT and PLAINTIFF agree that this document is the entire agreement between the parties.

9. **Signatures:** A faxed or emailed copy of a signature shall be effective as an original.

DEFENDANT

PLAINTIFF

City of Newberg

Greg Patton

By: _____

Greg Patton

Its: _____

11-25-19

Date

Date

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____	Ordinance ____	Resolution <u>XX</u>	Motion ____	Information ____
No.	No.	No. 2019-3626		

SUBJECT: A Resolution recommending that Yamhill County approve a proposed partition at 2716 NE Roberts Lane, Yamhill County tax lot no. 3208AD-01200.

**Contact Person (Preparer) for this Motion: Cheryl Caines, Senior Planner
Dept.: Community Development
File No.: GEN19-0013**

HEARING TYPE: QUASI-JUDICIAL

RECOMMENDATION: Adopt Resolution No. 2019-3626, recommending that Yamhill County approve the proposed partition at 2716 NE Roberts Lane (Yamhill County tax lot no. 3208AD-01200).

EXECUTIVE SUMMARY: On October 17, 2019 the City of Newberg received all of the necessary materials for a partition application to divide a property (Yamhill County tax lot no. 3208AD-01200) at 2716 NE Roberts Lane into two parcels. The property is located outside the city limits, but inside the Newberg Urban Growth Boundary. The parcel is lot 3 of the Bryce Acres subdivision platted in 1967. Current zoning for the site is Yamhill County VLDR-1 (Very Low Density Residential -1 acre minimum). The site has a city comprehensive plan designation of Low Density Residential (LDR). Sites to the south and west are part of the Springbrook Master Plan (Springbrook District –SD).

Yamhill County has jurisdiction over the property, and will make the final decision on the partition application. The Newberg Urban Area Growth Management Agreement states that the City Council shall make a recommendation to the County on land use applications, including partitions, within the urban growth boundary. The City has 60 days from the receipt of the application to make a recommendation.

The site is located at 2716 NE Roberts Lane, Yamhill County tax lot no. 3208AD-01200. It is approximately 2.063 acres and is developed with a single family residence. The proposal is to divide the property into two parcels, which will be approximately 1.028 and 1.035 acres in size. A single family home is proposed for the newly created lot (Parcel 2).

The City’s intent in the Urban Area Growth Management Agreement is to recommend that the County only allow development in the Urban Growth Boundary that is limited in scope and consistent with the future urban development of the property. The site is in the Urban Growth Boundary, so at some point in the future it is anticipated that the property may be annexed into the city. The proposed partition would not preclude the future urbanization and development of the rest of the property. The applicant’s future development plan shows an example of how the site could be developed if someday annexed into the city. The applicant is not bound by this future development plan; however, it shows one way the site could be developed to city development standards in the future.

The proposal was reviewed by Public Works – Engineering Services Department staff. No conflicts were noted. The applicant has indicated that the future home on Parcel 2 will be served by a shared private well and septic. The proposed partition will not be served by City public utility services, including wastewater and water, until those utilities are available to serve the area and the site has been annexed into the City of Newberg.

Staff recommends that the City Council approve Resolution 2019-3626, which recommends that Yamhill County approve the requested partition.

FISCAL IMPACT: There is no fiscal impact to the City from the partition.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):
Not applicable.

ATTACHMENTS:

Resolution No. 2019-3626 with

Exhibit A: Partition & future development plan

Exhibit B: Location Map with Comprehensive Plan

Exhibit C: Findings

1. Yamhill County Partition Application



RESOLUTION No. 2019-3626

**A RESOLUTION RECOMMENDING THAT YAMHILL COUNTY APPROVE
A PROPOSED PARTITION AT 2716 NE ROBERTS LANE, YAMHILL
COUNTY TAX LOT NO. 3208AD-01200.**

RECITALS:

1. On October 17, 2019 the City of Newberg received all of the materials for a partition application to divide a property at 2716 NE Roberts Lane into two parcels. The property is located outside the city limits, but inside the Newberg Urban Growth Boundary. The current zoning is Yamhill County VLDR-1. There is a city comprehensive plan designation on the property of Low Density Residential (LDR).
2. Yamhill County will make the final decision on the partition application. Under the terms of the Newberg Urban Area Growth Management Agreement, the City Council shall hold a quasi-judicial hearing and make a recommendation to the County within 60 days of receiving a copy of the application.
3. The site is located at 2716 NE Roberts Lane, Yamhill County tax lot no. 3208AD-01200. It is approximately 2.063 acres and is developed with a single family residence. The proposal is to divide the property into two parcels sized 1.028 and 1.035 acres. The future development plan shows how the site could potentially be developed to city development standards if it was annexed into the city. The plan shows the existing home site, future home site, and five additional lots served by a new public street.
4. Notice of the hearing was posted in the *Newberg Graphic* and in four public places on November 27, 2019.
5. The Newberg City Council held a quasi-judicial public hearing on December 9, 2019 to consider the partition proposal. The City Council finds that the proposal is limited in scope, and consistent with the future urban development of the property.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council finds that the proposed partition, as shown in Exhibit A, meets the criteria for development within the Newberg Urban Growth Boundary and adopts the findings, which are attached hereto as Exhibit C. Exhibits A, B and C are hereby adopted and by this reference incorporated.
2. The City Council recommends that Yamhill County approve the proposed partition at 2716 NE Roberts Lane, Yamhill County tax lot 3208AD-01200.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: December 10, 2019.

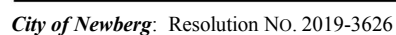
ADOPTED by the City Council of the City of Newberg, Oregon, this 9th day of December, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 12th day of December, 2019.

Rick Rogers, Mayor

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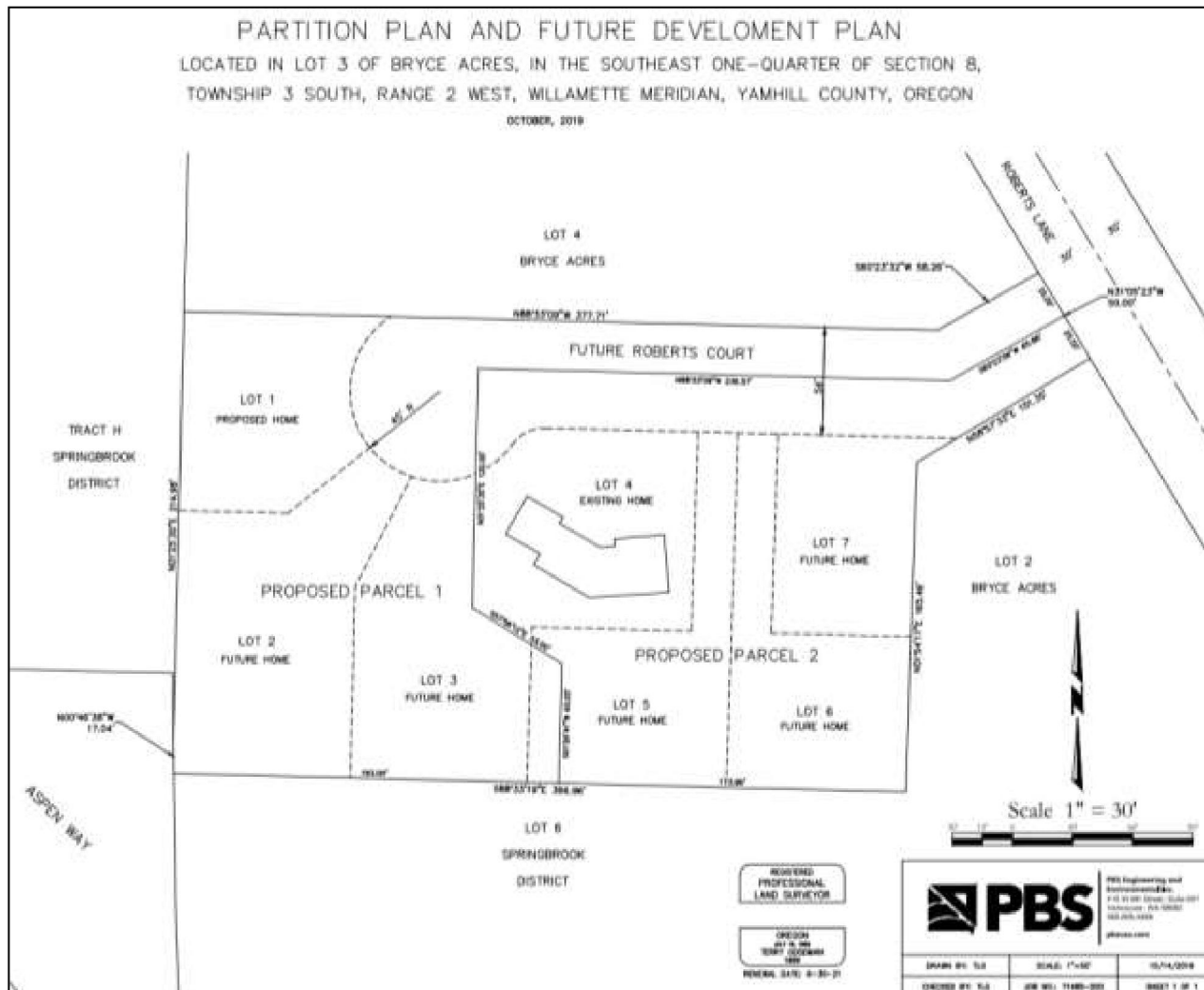


EXHIBIT B: COMPREHENSIVE PLAN MAP –2716 NE Roberts Lane
The city limits boundary is in red, urban growth boundary line is in yellow, and the urban reserve boundary line is in green.

The property has a Newberg comprehensive plan designation of Low Density Residential (LDR).

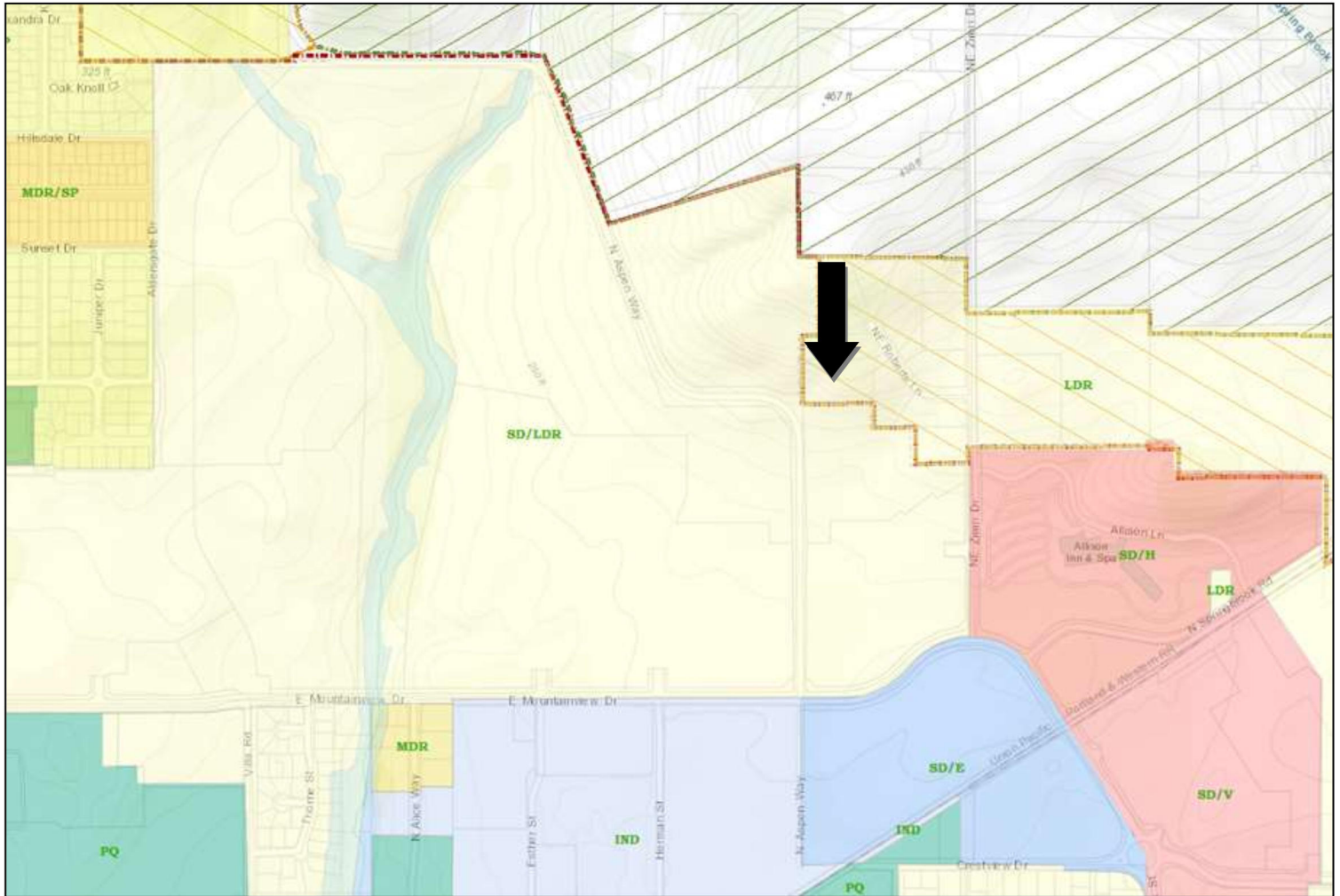


EXHIBIT C: FINDINGS

The applicable Newberg Urban Area Growth Management Agreement criteria are:

The City recommends that that the County only allow development in the Urban Growth Boundary *“that is limited in scope and that is consistent with the future urban development of the property.”*

1. Future Development Plan: The City Council shall recommend approval, recommend approval with conditions, or recommend against the future development plan in accordance with the following criteria:

(a) The current development shall not cause more than 10 percent of the property to be used for site improvements including buildings, parking areas, improved recreation areas, and storage areas, unless the City agrees the development intensity will not prohibit future urban development.

(b) The future development plan shall allow for the efficient future urban development of the remainder of the property. It shall allow for construction of future urban streets and utilities, and shall allow for required setbacks to current and future property lines.

(c) The plan is consistent with adopted plans and policies for the area, such as street or utility plans and policies in this agreement.

B. Submittal Requirements

1. A future development plan shall be required for any development in the Urban Reserve Area requiring a Yamhill County Type B or Type C review, excluding any development that involves a change in use to existing buildings only. The future development plan shall be used solely to evaluate the current proposal's compatibility with potential future urban development. It does not bind or commit the applicants, property owners, review bodies, or governing bodies to approve or carry out the proposed future development.

2. The future development plan shall show how the property could be fully developed when incorporated into the city. The plan shall be drawn to scale and shall include the following:

(a) The location of potential future streets within and surrounding the site.

(b) The location of potential future sewer, water and storm drainage facilities within and surrounding the site.

(c) The location and approximate dimensions of potential future lot lines.

(d) Setback lines for proposed structures from current and proposed property lines.

Findings: The site is located at 2716 NE Roberts Lane (Yamhill County tax lot No. 3208AD-01200). It is approximately 2.063 acres and is developed with a single-family residence. The property is outside of the Newberg city limits but within the Newberg Urban Growth Boundary. Current Yamhill County zoning is Very Low Density Residential – 1 acre minimum (VLDR-1) with a Newberg Comprehensive Plan designation of Low Density Residential (LDR). Properties to the south and west are within the Springbrook (SD) District, which implements the Springbrook Master Plan.

The applicant is applying to Yamhill County for approval to partition the property into two parcels. Parcel 1 will be 1.028 acres, and Parcel 2 will be 1.035 acres in size. A new single-family home will be constructed on Parcel 1, and an existing single-family home will remain on Parcel 2. The new home will be served by private well and septic.

A future development plan was submitted by the applicant. The plan shows how the site could potentially be

developed to urban densities at a future date with the existing homes. Seven lots are shown. One for the existing home (lot 4), one for the planned home (lot 1), and five additional lots. A new public street would need to be developed to serve the future lot configuration. This is shown on the north side of the property and provides access out to NE Roberts Lane. The applicant states that this is the only feasible access at this time. The right-of-way for NE Aspen Way touches the site at the SW corner, but the Springbrook Master Plan does not show access being provided to this site. Utilities would need to be extended to serve the site for urban development.

The City's intent under the Urban Area Growth Management Agreement is to recommend that the County only allow development in the Urban Growth Boundary that is limited in scope and consistent with the future urban development of the property. The proposed partition will not prohibit future urban development. The proposal is limited in scope, and consistent with the future urbanization of the property.

**Attachment 1:
Yamhill County Partition Application**

Yamhill County Department of Planning & Development

APPLICATION FOR PARTITION

525 NE Fourth Street, McMinnville, OR 97128 • Tel: 503-434-7516 • Fax: 503-434-7544

Docket

Date

Rec'd by

Receipt #

Fee

P-12-19
10/2/19
SA
\$2034.00

APPLICANT			LEGAL OWNER (IF DIFFERENT)		
Molzahn Robert J			Same		
Last name	First	MI	Last name	First	MI
2501 Portland Rd			Mailing address (Street or PO Box)		
Newberg OR 97132			Mailing address (Street or PO Box)		
City	State	Zip	City	State	Zip
503-998-8000			Telephone:		
Telephone: rob@molzahngroup.com			E-mail address:		
E-mail address:			E-mail address:		
PROPERTY INFORMATION					
Tax Lot(s) R3208AD 1200			Zone: VLDR-1		
Size of original parcel: 2.063			Plan designation: VLDR		
PROPOSED PARTITION					
Parcel #1	1.028	acres	Dimensions:	Width:	
			(Average)	Depth:	
Parcel #2	1.035	acres	Dimensions	Width:	
			(Average)	Depth:	
Parcel #3		acres	Dimensions	Width:	
			(Average)	Depth:	

PROPERTY INFORMATION:

- Is there a septic system on the property? ☒ Yes [] No
If yes, which parcel(s) is the septic system on? Existing house - Parcel 1
- How will water be provided? ☒ Well: ☒ existing ☐ proposed
[] On-site spring or creek [] Water Association (name) _____
- What road or easement will be used as access? Roberts Lane, existing driveway
- Is the property in a Fire District? Yes Name of Fire District: Newberg
- Is the property within two miles of any city limits? Yes If yes, name of city: Newberg

PARTITION APPLICATION

Page 3 of 4

PARTITION APPLICATION PROCEDURES AND FEES

The information supplied in this section applies to most partitions in Yamhill County. There may, however, be additional requirements that will be explained at the time of the pre-application conference.

PREAPPLICATION CONFERENCE This conference involves discussion of the proposal, explanation of zoning and other requirements that pertain to the request, and identification of potential problems. There is no fee for this conference.

SUBMITTAL OF PRELIMINARY PLAT The application must include a preliminary plat on a separate sheet. 82 x 11 paper is preferred. The plat should be drawn on reproducible paper at a scale no less than 1" to 200'. A copy of an Assessor's map is acceptable to use as a base. The drawing should be labeled as a preliminary plat and include a north arrow, the date, the map scale, and the name, address, and telephone number of the property owner, the owner's representative, applicant, and surveyor. All proposed parcels should be numbered in consecutive order. The estimated dimensions and boundaries of all parcels to be created should be shown, along with the size of each lot in acres or square feet. The preliminary plat should show all existing and proposed access roads, easements, and public rights-of-way, and their dimensions, the location of sewage disposal facilities and wells, if known, and the location of all existing and proposed structures.

PARCEL SIZE AVERAGING In the AF-10, VLDR, and LDR zones, some of the parcels that will be created may be smaller than the minimum lot size, as long as the average size of all of the parcels complies with the minimum lot size. For example, a 30-acre parcel in the AF-10 zone may be partitioned into three parcels, but each parcel need not be ten acres in size as long as the average parcel size is ten acres.

NOTICE Yamhill County is required to send notice of all partition requests to surrounding property owners, and to publish a notice in a newspaper of general circulation in the county, prior to making a decision on the request. The notice distance varies by zone, from 100 to 500 feet. Those people that receive notice, and others that may be affected, can make comments or request that the application be considered at a public hearing before the county Planning Commission. If no one requests a hearing, the Planning Director will make the decision on whether to approve or deny the partition application.

PRELIMINARY DECISION Upon review and recommendation by Planning Department staff, the Planning Director renders a decision to approve, approve with modifications, or deny the request. The decision will be based on whether the application complies with the requirements of the Yamhill County Land Division Ordinance and the standards of the zoning district. The applicant and surrounding property owners will receive written notice of the decision. If the request is approved, the decision will be preliminary, subject to satisfaction of any conditions placed on the approval.

APPEALS The applicant is entitled to appeal a denial or any condition of a preliminary approval to the Board of County Commissioners. Anyone else that is aggrieved by the decision also has the right to appeal. There is a \$250 fee to file an appeal. This fee is refunded if the appellant prevails in the appeal. The Board will hold a public hearing on the appeal, and their decision may be appealed to the state Land Use Board of Appeals.

ROADWAY DEDICATION REQUIREMENTS A maximum of three parcels of land may have access to a public road via one easement. Dedication of a public road to serve the parcels will be required if the partition would result in more than three parcels having access by one easement. Also, if a parcel being partitioned abuts a county road with a right-of-way less than 60 feet wide, additional dedication along the frontage may be required prior to final plat approval.

ROADWAY CONSTRUCTION Generally, all roadways providing access to a new parcel (not driveways to building sites) shall be constructed, or security arranged, prior to final plat approval. If the access is an easement (not dedicated right-of-way), you may enter into a road construction agreement in lieu of the security requirement. Road construction standards are available from the Public Works Department. Fees are available by contacting Public Works or from the Public Works Web site. New accesses on a state highway must be approved by the Oregon Department of Transportation.



After recording return to:
Robert J. Molzahn and Elizabeth E.
Molzahn
2716 NE Roberts Lane
Newberg, OR 97132

Until a change is requested all tax
statements shall be sent to the
following address:
Robert J. Molzahn and Elizabeth E.
Molzahn
2716 NE Roberts Lane
Newberg, OR 97132

File No.: 1032-3285003 (kd)
Date: July 24, 2019

THIS SPACE RESERVED FOR RECORDER'S USE

Yamhill County Official Records

201913335

DMR-DDMR

09/19/2019 12:42:00 PM

Stn=2 MILLSA

2Pgs \$10.00 \$11.00 \$5.00 \$60.00

\$86.00

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
records.

Brian Van Bergen - County Clerk

STATUTORY WARRANTY DEED

Robert Allen Mosher and Jane Esther Parisi-Mosher, Trustees or their successor Trustee(s), in the Robert Allen Mosher and Jane Esther Parisi-Mosher Revocable Living Trust U/D/T February 9, 2018, and any amendments thereto, Grantor, conveys and warrants to Robert J. Molzahn and Elizabeth E. Molzahn as tenants by the entirety, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

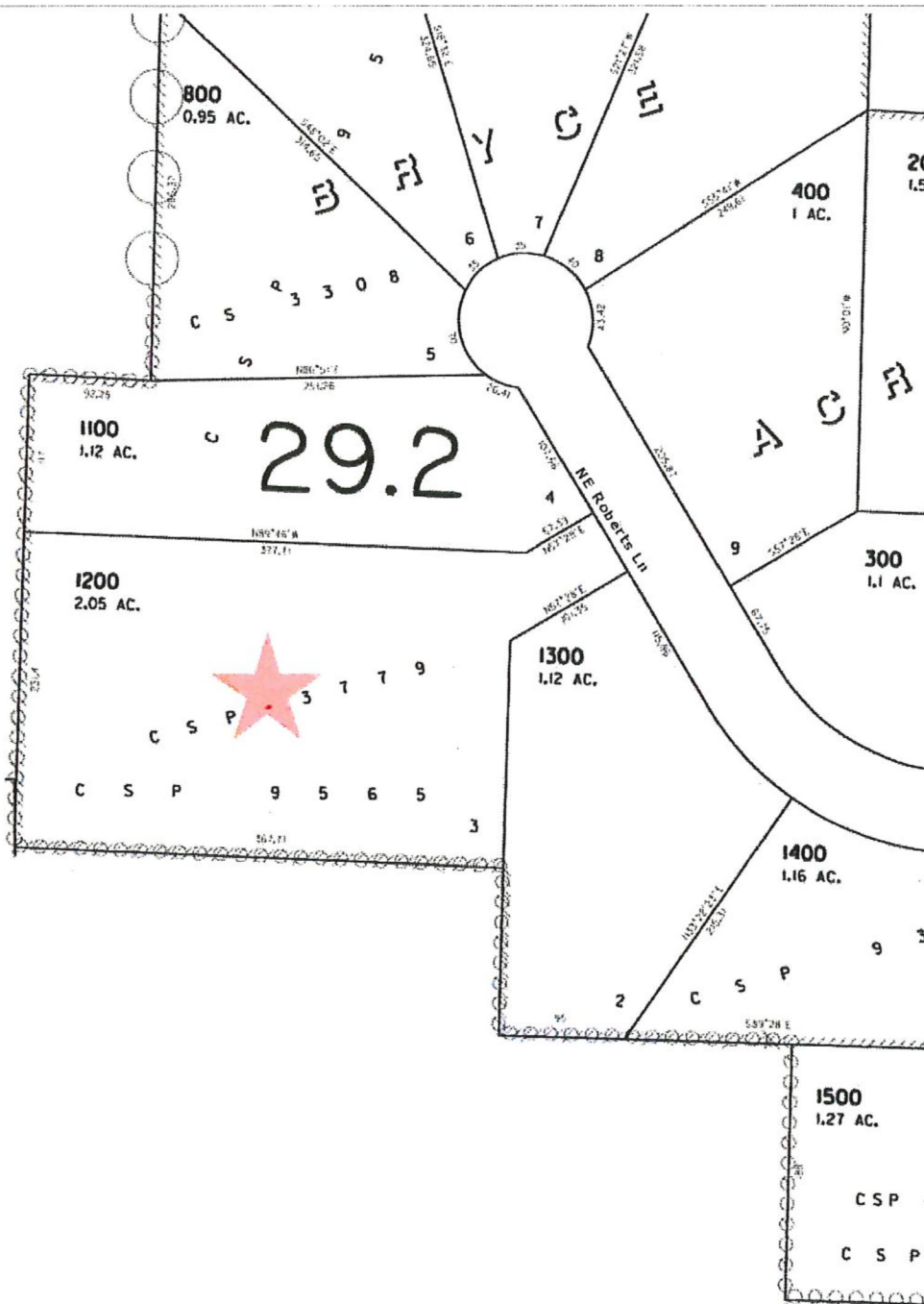
LEGAL DESCRIPTION: Real property in the County of Yamhill, State of Oregon, described as follows:

Lot 3, BRYCE ACRES, in Yamhill County, State of Oregon.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
2. The **2019-2020** Taxes, a lien not yet payable.

The true consideration for this conveyance is **\$602,000.00**. (Here comply with requirements of ORS 93.030)



First American Title™

Parcel ID: R3208AD01200

Site Address: 2716 NE Roberts Ln

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

**Minor partition application
for partition of Lot 3 of Bryce Acres,
tax lot R3208AD 1200.
Current Parcel size is 2.063 acres
Current Zoning is VLDR-1
Applicant: Rob and Beth Molzahn
Property address: 2716 NE Roberts Lane, Newberg OR 97132**

Future development plan Criteria:

- (a) The current development shall not cause more than 10 percent of the property to be used for site improvements including buildings, parking areas, improved recreation areas, and storage areas, unless the City agrees the development intensity will not prohibit future urban development. **The proposed development of partition for one additional lot will accommodate a single new home with a standard driveway, and the total new improvements will not be more than 10% of the property***
- (b) The future development plan shall allow for the efficient future urban development of the remainder of the property. It shall allow for construction of future urban streets and utilities, and shall allow for required setbacks to current and future property lines. **The future development plan will be accessed from the current Roberts Lane. The other boundaries of the property are not accessible unless the Springbrook Master plan is redesigned on either the West or South boundary to provide street access. The access off of Roberts Lane to the subject property is 50 ft wide for the first approximately 65 ft, and will require a variance for street standards. The parcel then opens up allowing for a full 54 ft right of way for a new street and 90 ft radius cul-de-sac from which to provide access to new lots. The lot density upon annexation would be R-1 which allows for 4.4 units per acre. Due to the limited road access along the north boundary, 4 of the future lots would become flag lots behind lots that will front the new street. The new lots created would be larger than the typical 5000 sq ft, due to the configuration of the new street and flag lots. The new lots created would range from 7000 sq ft to 11,000 sq ft. A total of 7 lots would be possible including the existing home (Existing plus 6 new lots). The current partition application is for one new home, and additional new homes are not a part of this proposal.***
- (c) The plan is consistent with adopted plans and policies for the area, such as street or utility plans and policies in this agreement. **The subject parcel is adjacent on the west and south boundary to the Springbrook Master Plan. City Sewer and City Water will both be available in Aspen Way once the Springbrook Master plan is developed. The subject property connects to Aspen Way on the southwest corner. The subject parcel is sloped down from north to south, and will provide sufficient fall to accommodate storm drainage systems to city standards***

Cheryl Caines

From: Rob Molzahn <Rob@MolzahnGroup.com>
Sent: Wednesday, October 02, 2019 3:56 PM
To: Cheryl Caines
Subject: RE: Yamhill County Partitioning

Importance: High

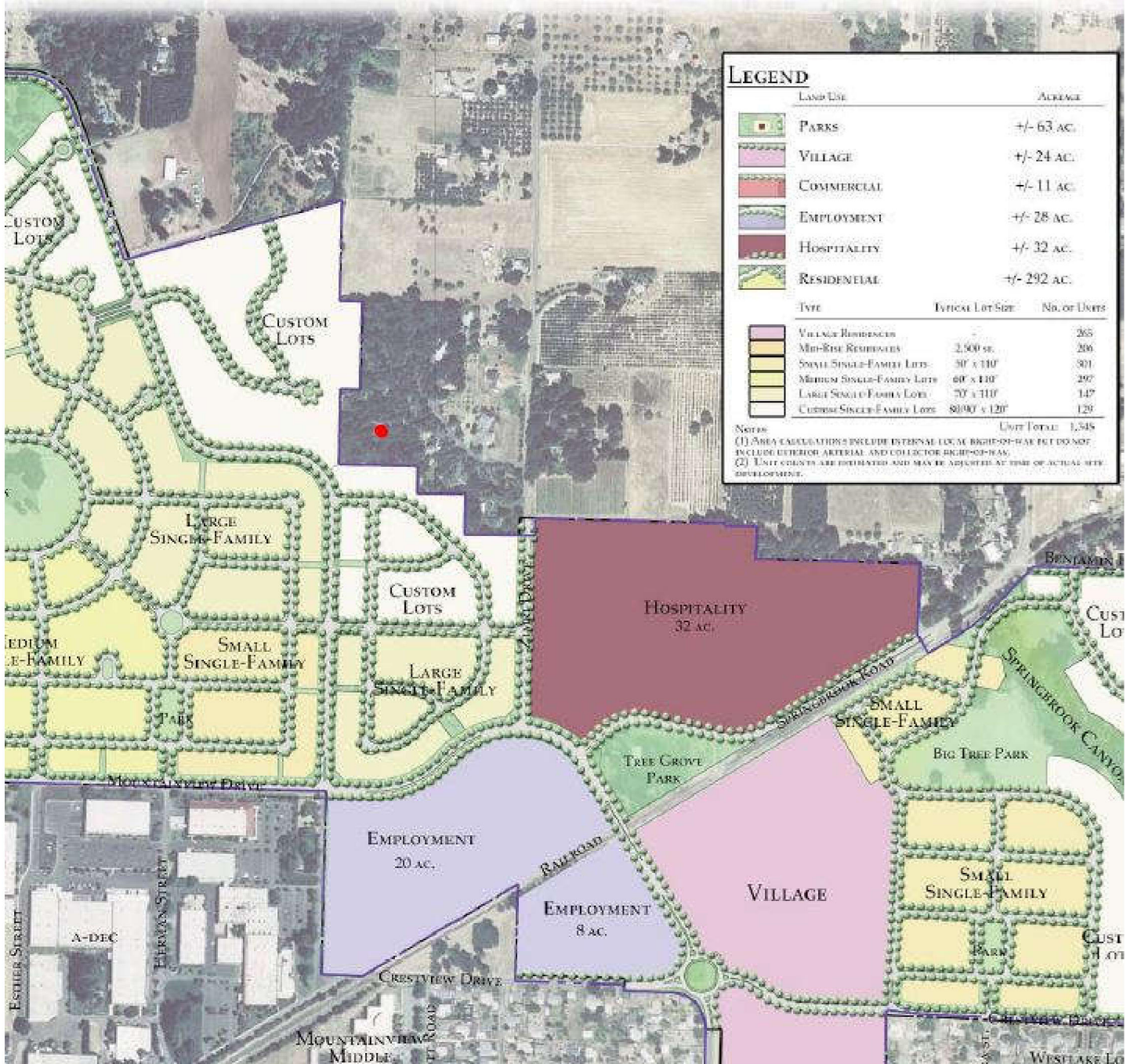
Hi Cheryl;

Thank you for the copy of the Troodle Partition Council Packet to determine what is needed in the packet.

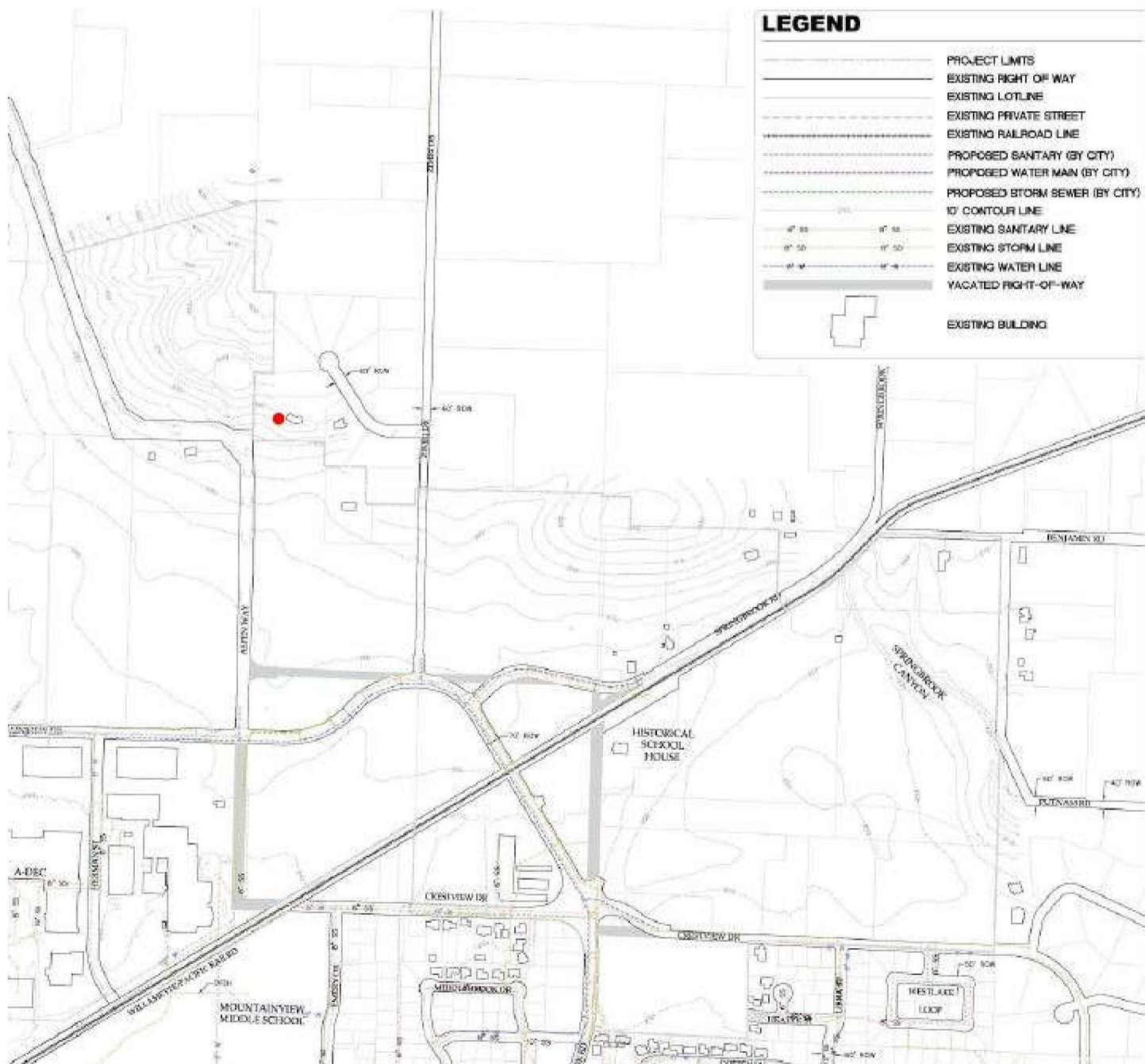
I have discussed this with my surveyor and we can proceed with a shadow plat if necessary next week. He is out of town this week.

Per the surveyor, the slope will make it challenging to develop in a more dense fashion, possibly one more lot to the east of the existing house.

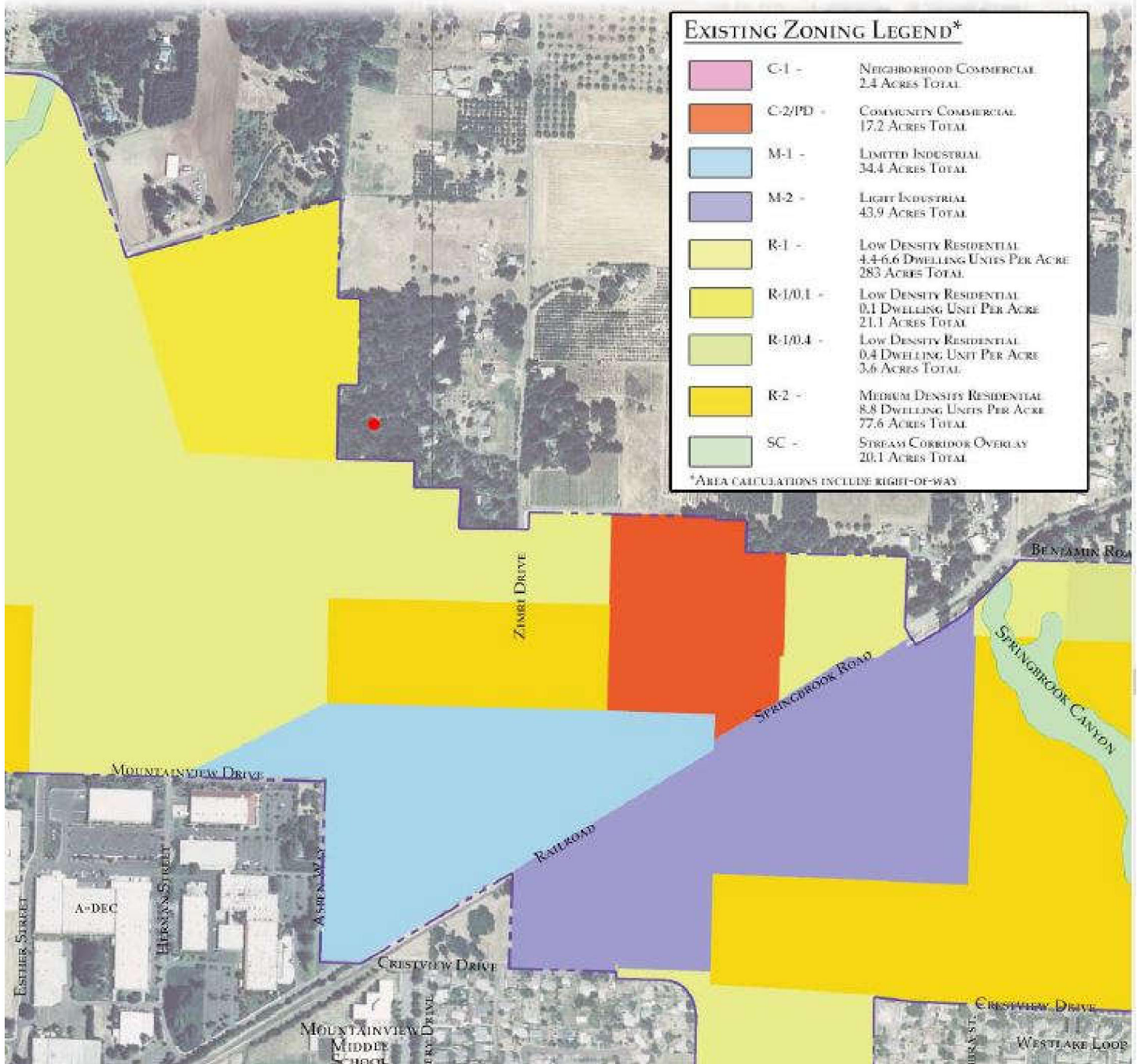
I also reviewed the Springbrook Master Plan that may have some bearing on the requirement to shadow plat. Here is a snapshot of the approved Master Plan. (I have marked our lot that we have requested to partition with a Red Dot). As you can see, the Master Plan is designed with lots that back to the west and south of our lot. There are no provisions for streets to reach our lot.



This next picture is the topography of the surrounding area. AS you can see with this, the slope of our lot continues to the west, and the area indicated as CUSTOM LOTS has a similar slope as our property. To the south of our property is also designated as CUSTOM LOTS, and it levels out in that area.



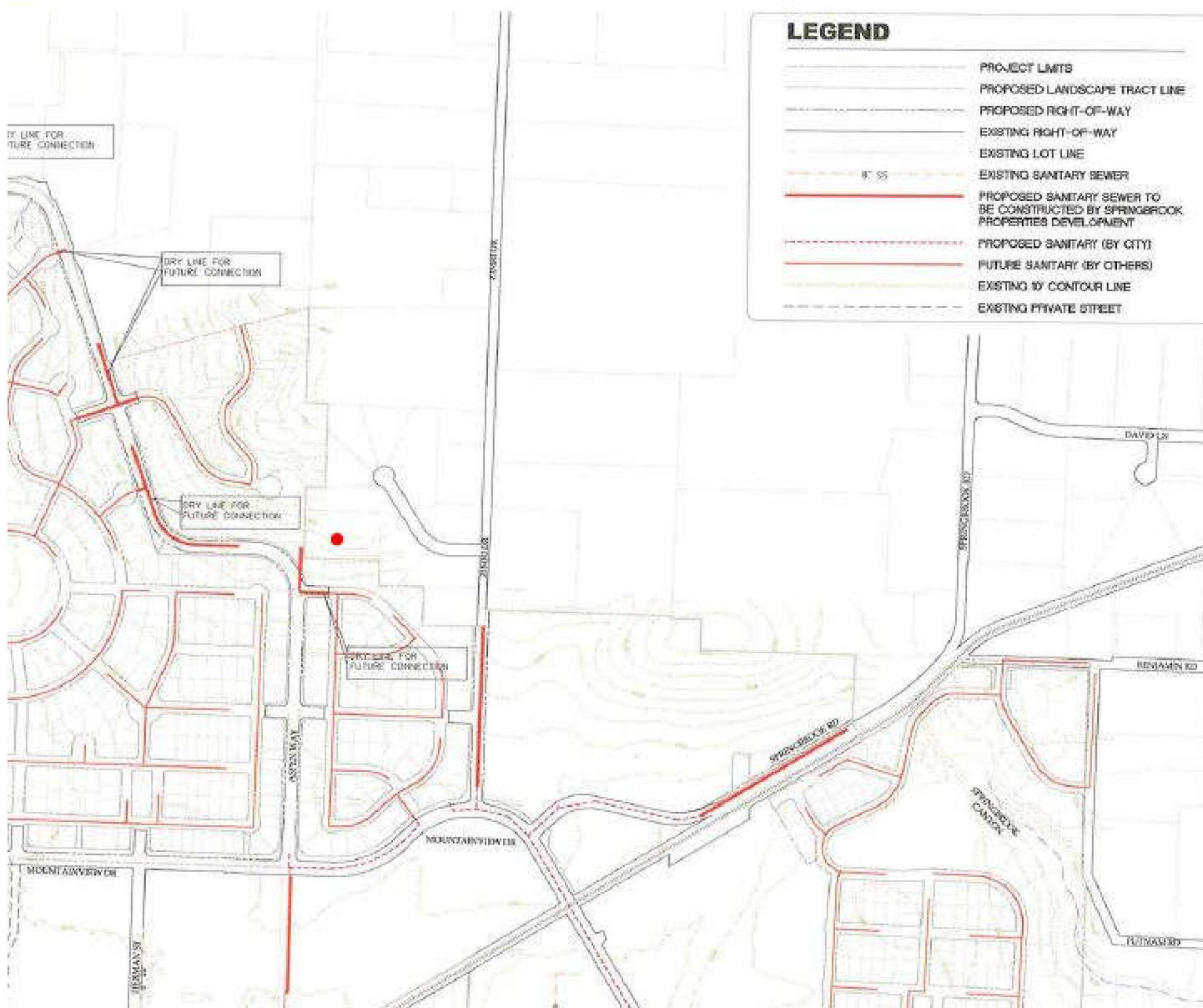
The Master Plan neighborhood designations have varied lot sizes. The area to the west of our property, is designated as CUSTOM LOTS, and from what I can tell by the legend, they appear to be intended to be larger lots. The area directly west of our property is in bright yellow (again my lot has a Red Dot), and that designation appears to be R-1/0.1, and makes up approximately 21 acres.



According to this proposed lot layout, the CUSTOM LOTS to the west of our property, appear to be slated to be approximately 1 acre each, almost the same size of the Bryce Acres Rural Subdivision where our property is located. The lots to the south, also indicated as CUSTOM LOTS, appear to be closer to the standard lot size, however they look to be about 20% larger based on this snapshot



Lastly, it appears that the City Sewer plan is in Aspen Way, and will serve all of the lots to the west and to the south of our property. Unless our property is annexed to the city, I doubt we would ever be connected to the city sewer, unless our septic system drain field would be considered too close to the new lots. (Our Property is again marked with a Red Dot). There appears to be a Sewer line that will be right up our west property line.



Unless the entire Bryce Acres Subdivision were to be annexed, and Roberts Lane was used to serve additional lots that could be created on our property, it doesn't appear that our lot could be accessible for development from any other approach.

We respectfully request you recommend to City Council, approval of our lot partition to create two 1 acre lots, which will be consistent and comparable to the CUSTOM LOTS that are also on the same hill just to the west of our property. I also respectfully request that this be addressed as soon as possible, hopefully in a November 2019 City Council Meeting.

Please let me know what else I can possibly provide for the discussion with City Council.

Rob Molzahn

Principal Broker

Office: 503-476-8777

Cell: 503-998-8000
Rob@MolzahnGroup.com
www.MolzahnGroup.com



Accredited Buyers Representative
Certified New Home Sales Specialist
Certified Real Estate Investment Advisor

www.MolzahnGroup.com Email: Rob@MolzahnGroup.com

Information deemed reliable but not guaranteed.

BERKSHIRE HATHAWAY HomeServices Northwest Real Estate



Berkshire Hathaway HomeServices Northwest Real Estate and Berkshire Hathaway HomeServices Real Estate Professionals will never request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. **If you receive an email message requesting you wire funds, do not respond and immediately notify fraud@bhhsnw.com or call 503-783-6835.**

From: Cheryl Caines <Cheryl.Caines@newbergoregon.gov>
Sent: Wednesday, October 2, 2019 12:01 PM
To: Rob Molzahn <Rob@MolzahnGroup.com>
Subject: Yamhill County Partitioning

Rob – here's the Council packet

[Cheryl Caines](#) | Senior Planner
City of Newberg
(503) 554-7744
cheryl.caines@newbergoregon.gov

BRYCE ACRES

TRACT H
SPRINGBROOK
DISTRICT

Lot. 1 - 1.028

EXISTING HOUSE

LOT 2
BRYCE ACRES

LOT 6
SPRINGBROOK
DISTRICT

Scale 1" = 20'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1982
TERRY GOODMAN
1982

RENEWAL DATE: 6-30-21

TOPOGRAPHIC SURVEY

FOR: ROB MOLZAHN
22716 NE ROBERTS LANE
NEWBERG, OR 97132

[illegible]

DATE	09/26/201
DRAWN	TLG
SURVEYED	TRG
CHECKED	TLG

JOB NO.:	71485.000
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DRAWING NAME:
71485-000 TOPO

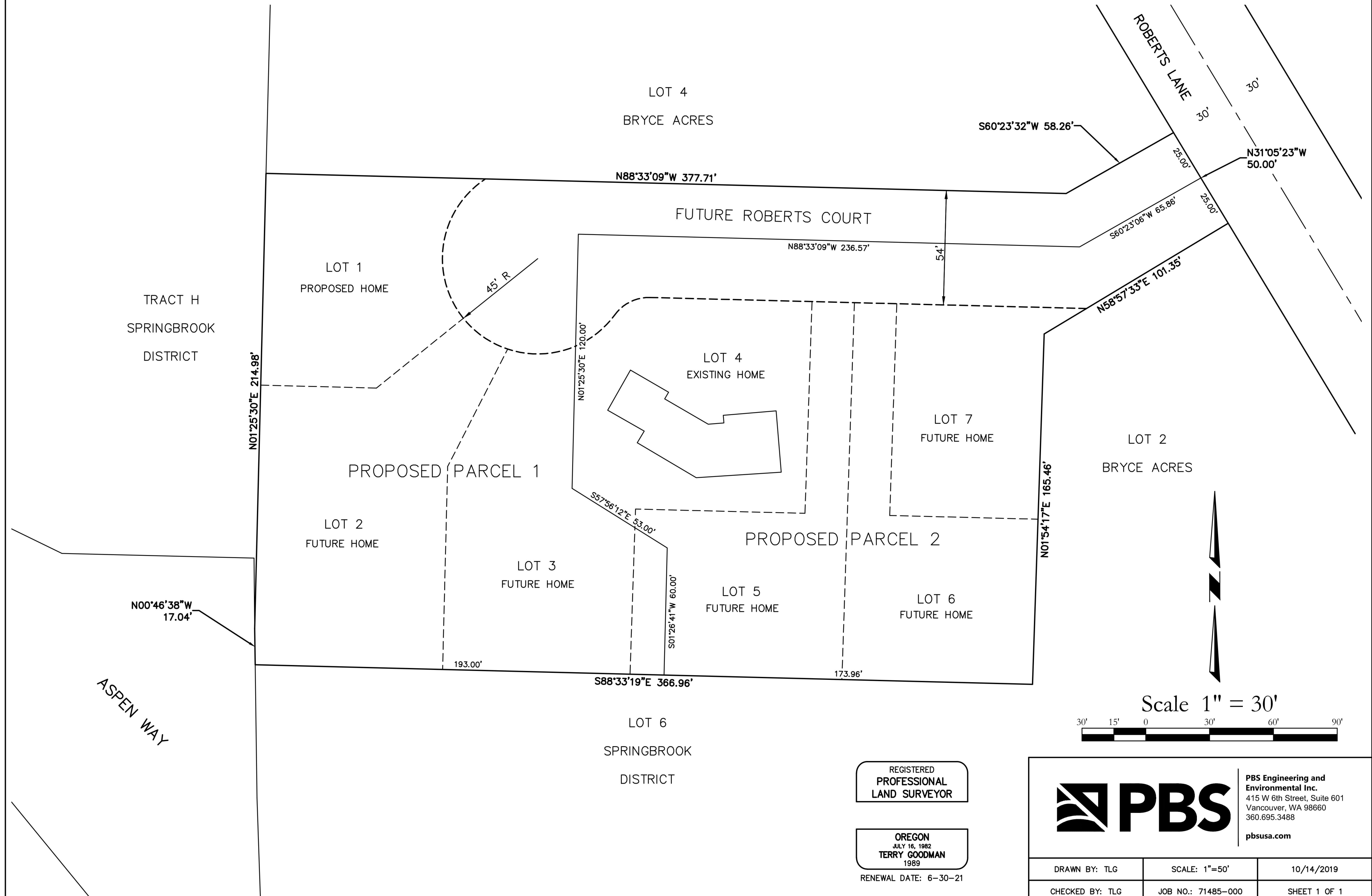
SHEET NO.

1/

PARTITION PLAN AND FUTURE DEVELOPMENT PLAN

LOCATED IN LOT 3 OF BRYCE ACRES, IN THE SOUTHEAST ONE-QUARTER OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON

OCTOBER, 2019



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1982
TERRY GOODMAN
1989
RENEWAL DATE: 6-30-21



**PBS Engineering and
Environmental Inc.**
415 W 6th Street, Suite 601
Vancouver, WA 98660
360.695.3488
pbsusa.com

DRAWN BY: TLG	SCALE: 1"=50'	10/14/2019
CHECKED BY: TLG	JOB NO.: 71485-000	SHEET 1 OF 1

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ **Ordinance** XX **Resolution** ____ **Motion** ____ **Information** ____
No. **No. 2019-2854** **No.**

SUBJECT: An Ordinance vacating the N Center Street right-of-way North of E Fulton Street, adjacent to Yamhill County tax lots 3217CB-00500, -01000, -01500, -01600, -, and -02600 within the corporate city limits of Newberg, Oregon, and retaining public and private utility and access easements over the street being vacated.

Contact Person (Preparer) for this Motion: Cheryl Caines, Senior Planner
Dept.: Community Development
File No.: VAC19-0001

HEARING TYPE: ☐ LEGISLATIVE ☐ QUASI-JUDICIAL ☒ ADMINISTRATIVE

RECOMMENDATION:

Adopt Ordinance No. 2019-2854 vacating a section of the N Center Street right-of-way located north of E Fulton Street, and reserving utility easements and access easements over the vacated area as needed for City and franchise utility facilities and vehicles.

EXECUTIVE SUMMARY:

The Friendsview Retirement Community and the Cadd Living Trust have requested the right-of-way vacation. The purpose is to redevelop the area east of N Center Street and north of E Fulton Street with an expansion of the Friendsview University Village. Vacating N Center Street is part of a previously approved master plan for Friendsview University Village and will allow greater flexibility in developing the second phase of the project. The City Council initiated the vacation process on October 21, 2019 through Resolution 2019-3609. The initiation did not make a decision for or against the proposal; it merely scheduled it for a public hearing on December 9, 2019.

N Center Street dead ends into the access for Friendsview University Village. This private access is the vacated right-of-way for E Cherry Street (Ordinance 2015-2791). The proposed vacation would include all of the full right-of-way width of N Center Street, north of E Fulton Street, approximately 40 feet wide by 205 feet long.

Friendsview owns all of the properties abutting the proposed vacation, except the site at the NW corner of N Center Street and E Fulton Street. This property is owned by the Cadd Living Trust. The applicant has included a copy of the Sale Agreement between Friendsview Mannor and the Cadd Living Trust for Friendsview to purchase the portion of the right-of-way that would attach to the Cadd Living Trust property and provide reserve access, parking, and utility easements in favor of the Cadd Living Trust.

The proposed ordinance is not effective until 30 days following Council adoption. The property owners must record revised deeds on the Cadd Living Trust vacation portion within that time-frame, otherwise the property will secede to the trust as outlined in Oregon Revised Statutes 271.140. This is reflected in the proposed ordinance (Ordinance 2019-2854). The ordinance does not address the private easements between the two property owners.

The vacation application was referred to City departments, local agencies and utilities for review. The street contains public water and wastewater lines owned by the City, and franchise utility lines and equipment owned by Portland General Electric and Frontier. The following easements would need to be created to allow continued access to the area and the facilities: A 15 foot wide public utility easement centered on the public waterline, a 15 foot wide public utility easement centered on the public sanitary sewer line, a 10 foot wide utility easement over Portland General Electric lines and equipment, a 10 foot wide utility easement over Frontier lines and equipment, and a 25 foot wide access easement for City emergency service vehicles, and franchise utility vehicles. In addition, Portland General Electric (PGE) has verbally stated that easements need to be granted directly to PGE using PGE forms. The applicant must coordinate with the affected private utilities and franchises to ensure all their requirements are met.

If the vacation is approved then the applicant shall have a surveyor prepare legal descriptions and maps of the easements, and submit them to city staff for review and approval. The instrument that creates the easements will be recorded simultaneously with the ordinance that vacates the right-of-way. A copy of all recorded documents must be provided to the City of Newberg by the applicant; including any documents required by private utilities and franchises.

FISCAL IMPACT:

No significant fiscal impact is expected. If the street is vacated then Friendsview Retirement Community will take over maintenance of the street area, which will slightly reduce the City's costs for street maintenance.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

This request is not related to the 2017-2018 Council Priorities.

Attachments:

Ordinance No. 2019-2854 with:

Exhibit A: Findings

Exhibit B: Location map

Exhibit C: Sale Agreement between Friendsview Manor, Inc. and Cadd Living Trust

1. VAC19-0001 Application Materials
2. Utility maps
3. City Staff, Agency, and Utility Comments

AN ORDINANCE VACATING THE N CENTER STREET RIGHT-OF-WAY NORTH OF E FULTON STREET, ADJACENT TO YAMHILL COUNTY TAX LOTS 3217CB-00500, -01000, -01500, -01600, -, AND -02600 WITHIN THE CORPORATE CITY LIMITS OF NEWBERG, OREGON, AND RETAINING PUBLIC AND PRIVATE UTILITY AND ACCESS EASEMENTS OVER THE STREET BEING VACATED.

RECITALS:

1. Friendsview Retirement Community & Cadd Living Trust applied on August 23, 2019 to vacate the N Center Street right-of-way north of E Fulton Street.
2. The Newberg City Council initiated the vacation on October 21, 2019 and set a public hearing date for December 9, 2019 through Resolution No. 2019-3609.
3. Notice was published in *The Newberg Graphic* newspaper once a week for two consecutive weeks prior to the final public hearing of the City Council.
4. The Newberg City Council conducted a public hearing on December 9, 2019, to consider the vacation and any written objections or remonstrances, and take public comment.
5. All of the abutting property owners have signed consent to vacate forms, as Friendsview Retirement Community and Cadd Living Trust owns all of the abutting properties.

THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

1. The following described public right-of-way within the City of Newberg, County of Yamhill, State of Oregon, is hereby vacated: All of the full right-of-way width of N Center Street, north of E Fulton Street, approximately 40 feet wide by 205 feet long, as shown in Exhibit B. Exhibit B is hereby adopted and by this reference incorporated.

And further, retaining a 15 foot wide public utility easement centered on the public waterline, a 15 foot wide public utility easement centered on the public sanitary sewer line, a 10 foot wide utility easement over Portland General Electric lines and equipment, a 10 foot wide utility easement over Frontier lines and equipment, and a 25 foot wide access easement for City emergency service vehicles, and franchise utility vehicles.

The applicant shall have a licensed surveyor prepare map and legal description exhibits for the utility and access easements noted above, and submit to City staff for review and approval.

2. The findings, listed as Exhibit A and attached to this ordinance, are hereby adopted and by this reference incorporated.

3. Subject to the above provisions, the applicant is hereby directed to file for recording with the County Clerk and Ex-Officio Recorder of Conveyances of the County of Yamhill, State of Oregon, a certified copy of this ordinance and a map of said public right-of-way (Exhibit B) so vacated, and the applicant is further directed to file a copy of this ordinance and a map with the Surveyor and the Assessor of said Yamhill County, Oregon, respectively. The instrument creating the utility easements and access easements noted above shall be recorded simultaneously with the vacation ordinance. A copy of all recorded documents shall be provided to the City of Newberg by the applicant; including any documents required by private utilities and franchises.
4. In accordance with the provisions of ORS 271.140, title to the vacated rights-of-way attach to the properties abutting said right-of-way unless adjacent property owners agree to a different outcome. The westerly portion of the right-of-way adjacent to Yamhill County Tax Lot 3217CB-01000 is subject to a contingent Sale Agreement between Friendsview Manor, Inc. and Cadd Living Trust (Exhibit C) with that portion seceded to Tax Lot 3217CB-02600. Failure of the adjacent property owners to record revised deeds prior to the ordinance effective date shall result in division of the vacated right-of-way in accordance with ORS 271.140. The remainder right-of-way adjacent to Yamhill County Tax Lots 3217CB-00500, -01500, -01600, and -02600 shall be seceded to adjacent properties in accordance with ORS 271.140.

➤ **EFFECTIVE DATE** of this ordinance is 30 days after the adoption date, which is: January 8th, 2020.

ADOPTED by the City Council of the City of Newberg, Oregon, this 9th day of December, 2019, by the following votes: **AYE:** **NAY:** **ABSENT:** **ABSTAIN:**

Sue Ryan, City Recorder

ATTEST by the Mayor this 12th day of December, 2019.

Rick Rogers, Mayor

EXHIBIT A
FINDINGS FOR APPROVAL OF A STREET RIGHT-OF-WAY VACATION

Oregon Revised Statutes (ORS) Chapter 271
Use of Public Lands; Easements
Public Lands

Vacation

271.080 Vacation in incorporated cities; petition; consent of property owners. (1)
Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

(2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing. [Amended by 1999 c.866 §2]

Finding: The applicant has filed a petition to vacate the portion of N Center Street that lies north of E Fulton Street to construct the second phase of Friendsview University Village. Vacating the street will allow greater design flexibility for the development design.

Properties abutting the area to be vacated are owned by Friendsview Manor, Inc. and Cadd Living Trust. Both property owners have signed the petition to vacate N Center Street. There are twenty five properties totaling 352,850 square feet within the affected area. Property owners of 280,880 square feet within the affected area have consented to the proposed vacation. This is more than 2/3 of the area. These requirements are met.

271.090 Filing of petition; notice. The petition shall be presented to the city recorder or other recording officer of the city. If found by the recorder to be sufficient, the recorder shall file it and inform at least one of the petitioners when the petition will come before the city governing body. A failure to give such information shall not be in any respect a lack of jurisdiction for the governing body to proceed on the petition.

Finding: The applicant submitted the necessary materials for the vacation application, including the petition, on August 23, 2019. City staff informed the applicant that the Newberg City Council would

consider a resolution to initiate the vacation on October 21, 2019. This requirement is met.

271.100 Action by city governing body. The city governing body may deny the petition after notice to the petitioners of such proposed action, but if there appears to be no reason why the petition should not be allowed in whole or in part, the governing body shall fix a time for a formal hearing upon the petition.

Finding: The Newberg City Council considered initiation of the vacation request at the October 21, 2019 meeting. A resolution (No. 2019-3609) was passed initiating the vacation and setting a public hearing date for December 9, 2019. This requirement is met.

271.110 Notice of hearing. (1) The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

(2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.

(3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor. [Amended by 1991 c.629 §1; 2005 c.22 §196]

Finding: Notice was published in the Newberg Graphic for two consecutive weeks (November 20th and November 27th) prior to the December 9, 2019 public hearing. On November 19, 2019 the applicant posted notice at the area to be vacated and mailed a notice to all property owners within 100 feet of the site. In addition, the notice was posted by city staff in four public buildings. These requirements have been met.

271.120 Hearing; determination. At the time fixed by the governing body for hearing the petition and any objections filed thereto or at any postponement or continuance of such matter, the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

Finding: A public hearing with the Newberg City Council is scheduled for December 9, 2019 to consider the vacation of N Center Street north of E Fulton Street and will decide whether to vacate the street based on the requirements, including the public interest. This requirement is met.

271.130 Vacation on city governing body's own motion; appeal. (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.

(2) Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

(3) No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases. [Amended by 1995 c.658 §101]

Finding: The applicant has provided a petition to vacate signed by 100% of the property owners that abut N Center Street north of E Fulton Street and by property owners that own over 2/3 of the area within the affected area of the vacation. Only a portion of one street (N Center Street) is proposed to be vacated. The request does not involve the vacation of a plat or portion of a plat, only public street right-of-way. These requirements are met.

271.140 Title to vacated areas. The title to the street or other public area vacated shall attach to the lands bordering on such area in equal portions; except that where the area has been originally dedicated by different persons and the fee title to such area has not been otherwise disposed of, original boundary lines shall be adhered to and the street area which lies on each side of such boundary line shall attach to the abutting property on such side. If a public square is vacated the title thereto shall vest in the city. [Amended by 1981 c.153 §58]

Finding: The application has two applicants (Friendsview Manor, Inc. and Cadd Living Trust) that own all property abutting the portion of N Center Street that is subject to this vacation. Both applicants agree that Friendsview Manor, Inc. will purchase the portion of N Center Street that would be seceded to Cadd Living Trust subject to easements to City of Newberg and Cadd Living Trust. A copy of the Sale Agreement is included as Exhibit C to the ordinance.

The proposed ordinance is not effective until 30 days following Council adoption. The property owners must record revised deeds on the Cadd Living Trust vacation portion within that time-frame, otherwise the property will secede to the trust as outlined in Oregon Revised Statutes 271.140. This is reflected in the proposed ordinance (Ordinance 2019-2854). This requirement is met.

271.150 Vacation records to be filed; costs. A certified copy of the ordinance vacating any street or plat area and any map, plat or other record in regard thereto which may be required or provided for by law, shall be filed for record with the county clerk. The petitioner for such vacation shall bear the recording cost and the cost of preparing and filing the certified copy of the ordinance and map. A certified copy of any such ordinance shall be filed with the county assessor and county surveyor.

Finding: A certified copy of the ordinance and map and all easements will be filed with the Yamhill County Clerk. This standard is met.

271.160 Vacations for purposes of rededication. No street shall be vacated upon the petition of any person when it is proposed to replat or rededicate all or part of any street in lieu of the original unless such petition is accompanied by a plat showing the proposed manner of replatting or rededicating. If the proposed manner of replatting or rededicating or any modification thereof which may subsequently be made meets with the approval of the city governing body, it shall require a suitable guarantee to be given for the carrying out of such replatting or rededication or may make any vacation conditional or to take effect only upon the consummation of such replatting or rededication.

Finding: The vacation is not for the purposes of rededication. This requirement does not apply.

271.170 Nature and operation of statutes. The provisions of ORS 271.080 to 271.160 are alternative to the provisions of the charter of any incorporated city and nothing contained in those statutes shall in anywise affect or impair the charter or other provisions of such cities for the preservation of public access to and from transportation terminals and navigable waters.

Finding: The City of Newberg Municipal Code section 12.05 Streets and Sidewalks addresses notification of utility operators for street vacations. There is no city process related to street vacations; therefore, street vacations are processed in accordance with ORS 271.080 – 271.230.

NMC 12.05.360

The city shall notify the affected utility operator of vacation proceeding when notifying adjacent property owners. If the city vacates any right-of-way, or portion of a right-of-way, that a utility operator uses, the utility operator shall, at its own expense, remove its facilities from the right-of-way unless the city reserves a public utility easement, which the city shall make a reasonable effort to do; provided, that there is no cost or expense to the city, or the utility operator obtains an easement for its facilities. If the utility operator fails to remove its facilities within 30 days after a right-of-way is vacated, or as otherwise directed or agreed to in writing by the city, the city may remove the facilities at the utility operator's sole expense. Upon receipt of an invoice from the city, the utility operator shall reimburse the city for the costs the city incurred within 30 days.

City staff notified private utility and service providers of the proposed vacation. Some of these providers submitted comments requesting easements for continued access to their facilities within the N Center Street right-of-way. There are also public water and wastewater facilities within the right-of-way. The ordinance (Ordinance No.2019-2854) includes provisions to retain a 15-foot wide public utility easement centered on the public waterline, a 15-foot wide public utility easement centered on the public sanitary sewer line, a 10-foot wide utility easement over Portland General Electric lines and equipment, a 10-foot wide easement over Frontier lines and equipment, and a 25-foot wide access easement for City emergency service vehicles and franchise utility services. Some of these providers have requirements beyond the public easements required by the City of Newberg. Therefore, the applicant shall work with private utilities to ensure any additional requirements are satisfied.

The applicant is required to have a licensed surveyor prepare map and legal description exhibits for the utility access easements and submit to City staff for review and approval. Because easements will be provided, removal of facilities is not necessary. This requirement is met.

271.180 Vacations in municipalities included in port districts; petition; power of common council; vacating street along railroad easement. To the end that adequate facilities for terminal trackage, structures and the instrumentalities of commerce and transportation may be provided in cities and towns located within or forming a part of any port district organized as a municipal corporation in this state, the governing body of such cities and towns, upon the petition of any such port, or corporation empowered to own or operate a railroad, steamship or other transportation terminal, or railroad company entering or operating within such city or town, or owner of property abutting any such terminal, may:

(1) Authorize any port commission, dock commission, common carrier, railroad company or terminal company to occupy, by any structure, trackage or machinery facilitating or necessary to travel, transportation or distribution, any street or public property, or parts thereof, within such city or town, upon such reasonable terms and conditions as the city or town may impose.

(2) Vacate the whole or any part of any street, alley, common or public place, with such restrictions and upon such conditions as the city governing body may deem reasonable and for the public good.

(3) If any railroad company owns or has an exclusive easement upon a definite strip within or along any public street, alley, common or public place, and if the city governing body determines such action to be to the advantage of the public, vacate the street area between the strip so occupied by the railroad company and one property line opposite thereto, condition that the railroad company dedicates for street purposes such portion of such exclusive strip occupied by it as the city governing body may determine upon, and moves its tracks and facilities therefrom onto the street area so vacated. The right and title of the railroad company in the vacated area shall be of the same character as previously owned by it in the exclusive strip which it is required by the city governing body to surrender and dedicate to street purposes.

271.190 Consent of owners of adjoining property; other required approval. No vacation of all or part of a street, alley, common or public place shall take place under ORS 271.180 unless the consent of the persons owning the property immediately adjoining that part of the street or alley to be vacated is obtained thereto in writing and filed with the auditor or clerk of the city or town. No vacation shall be made of any street, alley, public place or part thereof, if within 5,000 feet of the harbor or pierhead line of the port, unless the port

commission, or other bodies having jurisdiction over docks and wharves in the port district involved, approves the proposed vacation in writing.

271.200 Petition; notice. (1) Before any street, alley, common or public place or any part thereof is vacated, or other right granted by any city governing body under ORS 271.180 to 271.210 the applicant must petition the governing body of the city or town involved, setting forth the particular circumstances of the case, giving a definite description of the property sought to be vacated, or of the right, use or occupancy sought to be obtained, and the names of the persons to be particularly affected thereby. The petition shall be filed with the auditor or clerk of the city or town involved 30 days previous to the taking of any action thereon by the city governing body.

(2) Notice of the pendency of the petition, containing a description of the area sought to be vacated or right, use or occupancy sought to be obtained, shall be published at least once each week for three successive weeks prior to expiration of such 30-day period in a newspaper of general circulation in the county wherein the city or town is located.

271.210 Hearing; grant of petition. Hearing upon the petition shall be had by the city governing body at its next regular meeting following the expiration of 30 days from the filing of the petition. At that time objections to the granting of the whole or any part of the petition shall be duly heard and considered by the governing body, which shall thereupon, or at any later time to which the hearing is postponed or adjourned, pass by a majority vote an ordinance setting forth the property to be vacated, or other rights, occupancy or use to be thereby granted. Upon the expiration of 30 days from the passage of the ordinance and the approval thereof by the mayor of the city or town, the ordinance shall be in full force and effect.

271.220 Filing of objections; waiver. All objections to the petition shall be filed with the clerk or auditor of the city or town within 30 days from the filing of the petition, and if not so filed shall be conclusively presumed to have been waived. The regularity, validity and correctness of the proceedings of the city governing body pursuant to ORS 271.180 to 271.210, shall be conclusive in all things on all parties, and cannot in any manner be contested in any proceeding whatsoever by any person not filing written objections within the time provided in this section.

Finding: The proposed vacation is for a portion of a local street and does not involve a port, transportation terminal, or railroad. The requirements of ORS 271.180 – 271.220 do not apply.

271.230 Records of vacations; fees. (1) If any town or plat of any city or town is vacated by a county court or municipal authority of any city or town, the vacation order or ordinance shall be recorded in the deed records of the county. Whenever a vacation order or ordinance is so recorded, the county surveyor of such county shall, upon a copy of the plat that is certified by the county clerk, trace or shade with permanent ink in such manner as to denote that portion so vacated, and shall make the notation “Vacated” upon such copy of the plat, giving the book and page of the deed record in which the order or ordinance is recorded. Corrections or changes shall not be allowed on the original plat once it is recorded with the county clerk.

(2) For recording in the county deed records, the county clerk shall collect the same fee as for recording a deed. For the services of the county surveyor for marking the record

upon the copy of the plat, the county clerk shall collect a fee as set by ordinance of the county governing body to be paid by the county clerk to the county surveyor. [Amended by 1971 c.621 §31; 1975 c.607 §31; 1977 c.488 §2; 1979 c.833 §30; 1999 c.710 §12; 2001 c.173 §5]

Finding: If approved, the ordinance vacating N Center Street north of E Fulton Street will be recorded in the deed records of Yamhill County. This requirement is met.

City of Newberg Criteria

The City of Newberg Vacation Application states that the following criteria based on ORS 271.130 must be addressed by the applicant; however these criteria are not found within the Newberg Municipal Code or other city regulatory documents.

Criteria 1. Notice shall be given as provided by ORS 271.110. Notice will be published in *The Newberg Graphic* for two consecutive weeks prior to the City Council hearing on this matter.

Finding: Notice has been provided in accordance with ORS 271.110. Notice was published in the Newberg Graphic for two consecutive weeks (November 20th and November 27th) prior to the December 9, 2019 public hearing. The applicant posted notice near the vacation area and mailed a notice to all property owners within 100 feet of the site. In addition, the notice was posted by city staff in four public buildings.

Criteria 2. Obtain consent from the owners of all abutting property and at least 2/3 majority consent of owners in the affected area.

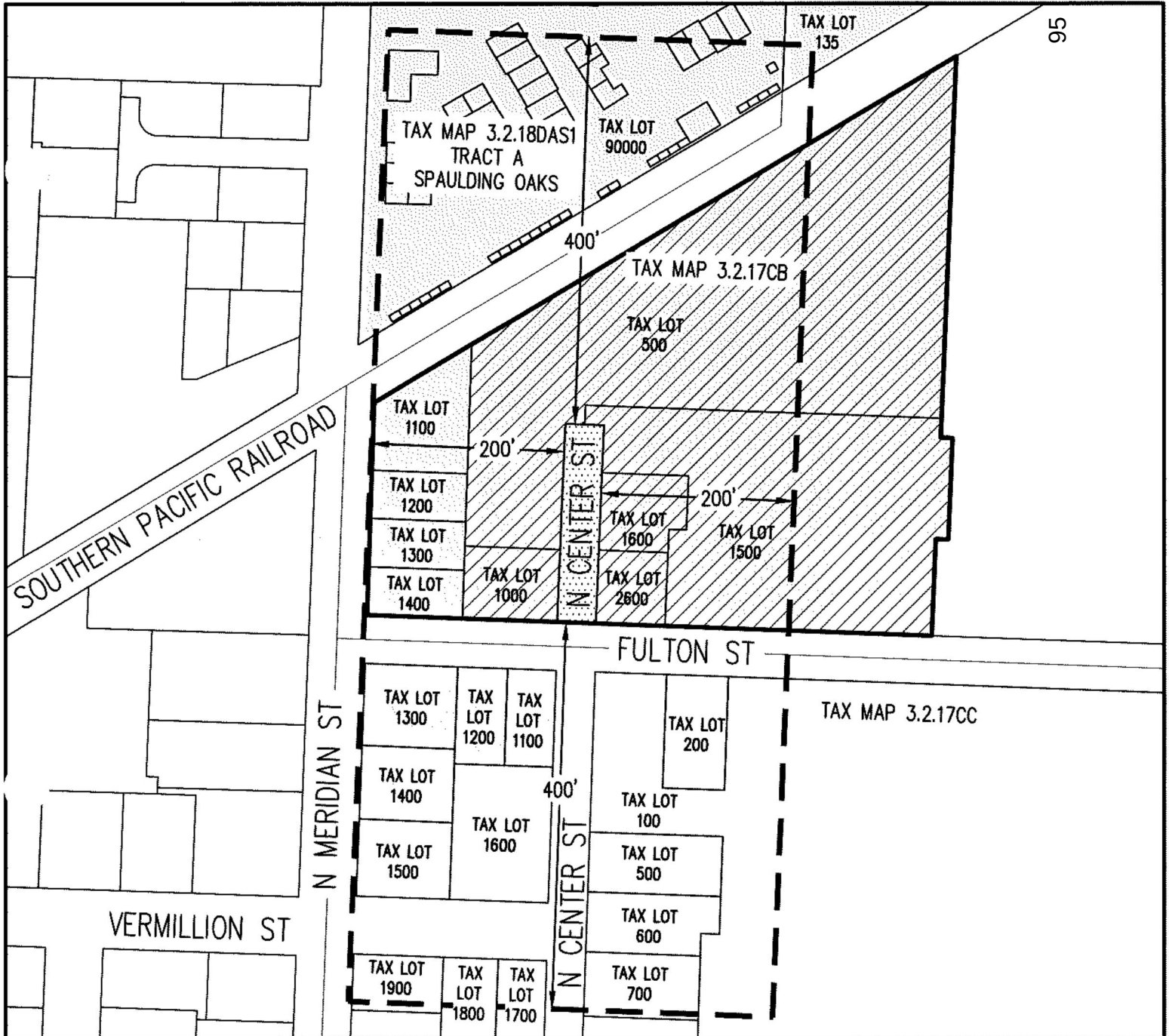
Finding: Written consent has been received from the owners of all abutting properties and more than 2/3 of owners in the affected area.

Criteria 3. Where owner consent has not been provided, the vacation will not significantly affect the value of the abutting properties, unless the city provides for paying damages.

Finding: The owners of all abutting properties and more than 2/3 of owners in the affected area have provided written consent.

Conclusion: Based on the findings above, the proposed vacation satisfies the applicable Oregon Revised Statutes and City of Newberg requirements.

EXHIBIT B: LOCATION MAP



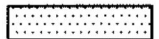
LEGEND

AREA OF R.O.W. TO BE VACATED

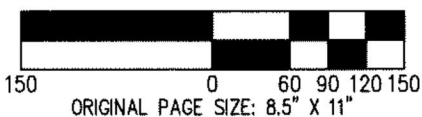
BOUNDARY OF CONSENT

ABUTTING PROPERTY = 100% REQUIRED CONSENT

AFFECTED PROPERTY = 2/3 REQUIRED CONSENT



SCALE: 1" = 150 FEET



DATE: 01/17/2019

RIGHT-OF-WAY VACATION EXHIBIT

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
P: 503.563.6151 F: 503.563.6152 aks-eng.com



EXHIBIT

A

DRWN: AMC

CHKD: CAK

AKS JOB:

3199

**EXHIBIT C: SALE AGREEMENT BETWEEN FRIENDSVIEW MANOR, INC.
AND CADD LIVING TRUST**

SALE AGREEMENT

Parties:

Friendsview Manor, Purchaser
1301 Fulton Street
Newberg, OR 97132

Cadd Living Trust, Seller
Helen Cadd, Trustee
Carolyn Cadd Brannon, Trustee
909 Fulton Street
Newberg, OR 97132

RECITALS

WHEREAS, the parties are neighboring property owners; and

WHEREAS, for purposes of developing the surrounding property, Purchaser wishes to vacate Center Street, which is currently a short, dead end street; and

WHEREAS, Seller is willing to consent to the vacation and cooperate with the petition for a vacation of the street in exchange for Purchaser purchasing that portion of the street that would attach to seller's property under ORS 271.140; and

WHEREAS, Purchaser is willing to do all of the land use work and pay all costs required to vacate Center Street and complete a property line adjustment to change the property line from the new attached location to Seller's original location; and

WHEREAS, Purchaser wishes to purchase said property from Seller for the payment to Seller, after payment of all sale related costs of the net sum of \$10.00 per square foot conveyed, square footage to be determined by a surveyor;

NOW THEREFORE, the parties hereby agree as follows:

1. All the recitals are incorporated herein as if fully set forth.
2. In the event that the City of Newberg completes the vacation of a portion of Center Street abutting Seller's property, Purchaser hereby agrees to purchase and Seller hereby agrees to sell that strip of land that would attach to Seller's property pursuant to ORS 271.140 for payment to Seller of the net sum of \$10.00 per square foot conveyed, square footage to be determined by a surveyor. The parties understand that Center Street was created as part of the Clemson Addition Plat and pursuant to the state law, one half of the street right-of-way abutting Seller's property would vest in and attach to Seller's property upon the conclusion of the vacation proceeding.

3. Purchaser agrees to undertake, pay all cost for, and do all land use work, including application for vacation of Center Street, application for property lot line adjustment to allow for the transfer of the property, completion of all required surveys, preparation of all deeds and payment of all title and escrow costs and charges for the transaction described herein and surveying to finalize the new property descriptions, and/or to create easements for any utilities that may be in the right-of-way. Upon the execution of this agreement, Seller will cooperate in all reasonable ways including, but not limited to, signing the applications for the street vacation and land use approvals.

4. Seller will convey the property to Purchaser via a Bargain and Sale Deed.

5. In the event that the City of Newberg does not reserve access, parking and utility easements in the vacated area serving Seller's adjacent residence, as a part of Purchaser's purchase of Seller's portion of the vacated area, Purchaser will grant to Seller, simultaneously with the transfer of the deed to Purchaser, appurtenant and perpetual access, street parking and utility easements in favor of Seller's property to maintain Seller's existing access, street parking on her side of the former street adjacent to Seller's parcel and utility service to Seller's adjacent residence.

6. Purchaser further agrees that, in the event that Purchaser takes title to or responsibility for any public utilities located within the vacated street, that Purchaser shall assume full responsibility for all future maintenance, repair, reconstruction, relocation and/or replacement of such public utilities to assure continuity of utility service to Seller's residence.

7. Purchaser further agrees to reimburse Seller for any real property taxes paid by Seller, if any, which relate to the vacated portion of Center Street.

8. Purchaser will be responsible for any costs of title premiums for title insurance desired by Purchaser in connection with this sale transaction.

9. Purchaser and Seller agree that Seller is selling and conveying the vacated street area to Purchaser "AS IS" and in its present physical condition as of the date of conveyance, and that Purchaser waives and forever relinquishes any and all future claims it may have or assert against Seller arising in any manner from the condition of the property conveyed by Seller to Purchaser.

10. Purchaser agrees to reimburse Seller for Seller's attorney fees incurred in connection with the review and revision of this Agreement, and review of final closing documents in an amount not to exceed the sum of \$770.00.

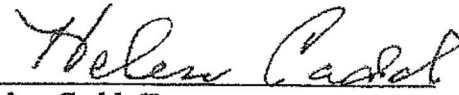
11. The sale of the real property will close within 14 days after final land use approval for the Lot Line Adjustment. Final land use approval is defined as the point at which any party's rights to appeal have expired.

Dated this 11th day of June, 2019.

PURCHASER
Friendsview Manor

SELLER
Cadd Living Trust


By: Todd Engle
Its: Executive Director


Helen Cadd, Trustee


Carolyn Cadd Brannon, Trustee

Attachment 1: VAC19-0001 Application Materials

N Center Street Right-of-Way Vacation

Date: August 2019

Submitted to: City of Newberg
414 E 1st Street
Newberg, OR 97132

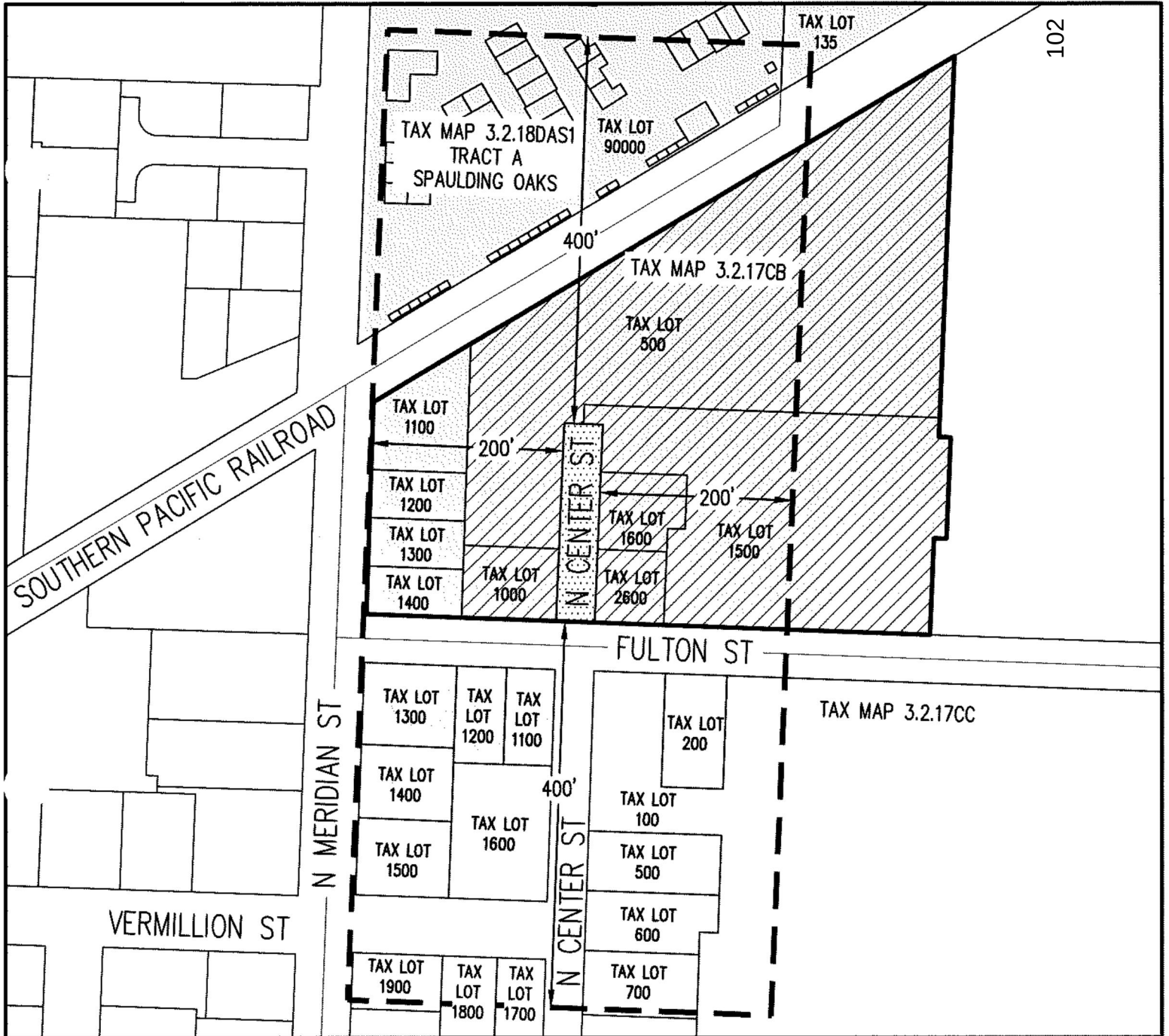
Co-Applicant: Friendsview Manor, Inc.
1301 Fulton Street
Newberg, OR 97132

Co-Applicant: Cadd Living Trust
909 Fulton Street
Newberg, OR 97132

AKS Job Number: 3199



12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151



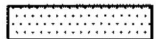
LEGEND

AREA OF R.O.W. TO BE VACATED

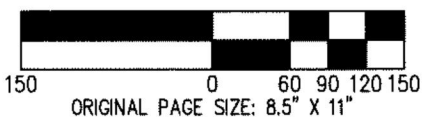
BOUNDARY OF CONSENT

ABUTTING PROPERTY = 100% REQUIRED CONSENT

AFFECTED PROPERTY = 2/3 REQUIRED CONSENT



SCALE: 1" = 150 FEET



DATE: 01/17/2019

RIGHT-OF-WAY VACATION EXHIBIT

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
P: 503.563.6151 F: 503.563.6152 aks-eng.com



EXHIBIT

A

DRWN: AMC

CHKD: CAK

AKS JOB:

3199

TAX LOT	AREA AFFECTED BY VACATION WITHIN BOUNDARY OF CONSENT
TAX MAP 3.2.18DAS1	
90000	74,650 SF
TAX MAP 3.2.17CB	
135	1,160 SF
500	72,400 SF
1000	7,320 SF
1100	10,170 SF
1200	5,000 SF
1300	5,000 SF
1400	5,000 SF
1500	33,160 SF
1600	6,770 SF
2600	5,470 SF
TAX MAP 3.2.17CC	
100	37,700 SF
200	7,510 SF
500	8,540 SF
600	8,130 SF
700	7,170 SF
1100	5,030 SF
1200	5,140 SF
1300	8,250 SF
1400	7,400 SF
1500	7,740 SF
1600	14,250 SF
1700	2,460 SF
1800	2,800 SF
1900	4,630 SF
TOTAL AREA AFFECTED = 352,850 SF	
2/3 OF TOTAL AREA AFFECTED = 235,240 SF	

DATE: 01/17/2019

RIGHT-OF-WAY VACATION EXHIBIT: AFFECTED AREAS		EXHIBIT B
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com		DRWN: AMC CHKD: CAK AKS JOB: 3199



**Exhibit B: City of Newberg Joint
Vacation Application Form**

Table of Contents

I.	Executive Summary.....	2
II.	Site Description/Setting.....	2
III.	Applicable Review Criteria	2
	CITY OF NEWBERG RIGHT-OF-WAY VACATION APPLICATION FORM CRITERIA	2
	OREGON REVISED STATUTES (ORS)	3
IV.	Conclusion.....	4

Exhibits

Exhibit A: Right-of-Way Vacation Site Plan

Exhibit B: City of Newberg Joint Vacation Application Form

Exhibit C: Petition to Vacate Right-of-Way

Exhibit D: Tax Maps

Exhibit E: Sale Agreement between Friendsview Manor, Inc. and Cadd Living Trust

Exhibit F: Ownership Information

Exhibit G: Public Notice Drafts and Notification Address Labels

N Center Street Right-of-Way Vacation

Submitted to:	City of Newberg 414 E 1st Street Newberg, OR 97132
Co-Applicant:	Friendsview Manor, Inc. 1301 Fulton Street Newberg, OR 97132
Co-Applicant:	Cadd Living Trust 909 Fulton Street Newberg, OR 97132
Applicants' Consultant:	AKS Engineering & Forestry, LLC 12965 SW Herman Road, Suite 100 Tualatin, OR 97062
	Contact(s): Mimi Doukas, AICP, RLA Email: mimid@aks-eng.com Phone: (503) 563-6151
Site Location:	Portion of N Center Street north of Fulton Street, south of the Southern Pacific railroad, and east of N Meridian Street

I. Executive Summary

Friendsview Manor, Inc. and the Cadd Living Trust are submitting this joint application for a vacation of a portion of N Center Street. Friendsview Manor Inc. and Cadd Living Trust own 100% of the properties abutting the portion of N Center Street that is the subject of this vacation. This vacation will help facilitate a planned expansion of Friendsview Manor. Both Friendsview Manor and the Cadd Living Trust agree that upon approval of this vacation process the whole vacated road should vest to Friendsview Manor Inc., subject to easements to the City of Newberg for utilities and pedestrian access and to the Cadd Living Trust for parking, pedestrian access, and utilities.

This application includes a petition that is signed by 100% of the owners that abut this portion of N Center Street and owners that own over 2/3 of the area within the affected area shown on the enclosed Exhibit A. It also includes a copy of the agreement between Friendsview Manor Inc. and Cadd Living Trust to vest the whole vacated road to Friendsview Manor Inc., and the other required submittal documents listed on the vacation application form checklist.

II. Site Description/Setting

The portion of N Center Street that is the subject of this application is located north of Fulton Street and east of N Meridian Street. There are five properties that currently abut this portion of N Center Street (Lots 500, 1000, 1500, 1600, and 2000 of 3217CB).

III. Applicable Review Criteria

CITY OF NEWBERG RIGHT-OF-WAY VACATION APPLICATION FORM CRITERIA

1. Notice shall be given as provided by ORS 271.110. Notice will be published in the Newberg Graphic for two consecutive weeks prior to City Council hearing on this matter.

Response: A mailing list, sample notice, and sample site notice sign are included with this application (Exhibit H). This criterion has been or will be met when applicable.

2. Obtain consent from the owners of all abutting property and at least 2/3 majority consent of owners in the affected area (See Page 11 for a definition of "owners in the affected area").

Response: This application includes a petition (Exhibit C) that is signed by 100% of the owners that abut the portion of N Center Street that is the subject of this vacation application and owners that own over 2/3 of the area within the affected area shown on the enclosed Exhibit A. This criterion is met.

3. Where owner consent has not been provided, the vacation will not significantly affect the value of the abutting properties, unless the City provides for paying damages.

Response: As discussed previously, this application includes a petition (Exhibit C) that is signed by 100% of the owners that abut the portion of N Center Street that is the subject of this vacation application and owners that own over 2/3 of the area within the affected area shown on the enclosed Exhibit A. This criterion is not applicable.

4. Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

Response: This application involves the vacation of a portion of one street (N Center Street). Therefore, this criterion is not applicable.

OREGON REVISED STATUTES (ORS)

Chapter 271 — USE OF PUBLIC LANDS; EASEMENTS-PUBLIC LANDS

VACATION

271.080 Vacation in incorporated cities; petition; consent of property owners.

- (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

Response: This application includes a petition to vacate a portion of N Center Street. This criterion is satisfied.

- (2) There shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing.

Response: This application includes a petition (Exhibit C) that is signed by 100% of the owners that abut the portion of N Center Street that is the subject of this vacation application and owners that own over 2/3 of the area within the affected area shown on the enclosed Exhibit A. This criterion is met.

271.140 Title to vacated areas.

The title to the street or other public area vacated shall attach to the lands bordering on such area in equal portions; except that where the area has been originally dedicated by different persons and the fee title to such area has not been otherwise disposed of, original boundary lines shall be adhered to and the street area which lies on each side of such boundary line shall attach to the abutting property on such side. If a public square is vacated the title thereto shall vest in the city.

Response: This joint application has two applicants (Friendsview Manor, Inc. and Cadd Living Trust) that own all property that abuts the portion of N Center Street that is the subject of this vacation. Both Applicants agree that upon approval of this vacation process the whole vacated road should vest to Friendsview Manor Inc., subject to easements to the City of

Newberg for utilities and pedestrian access and to the Cadd Living Trust for parking, pedestrian access, and utilities. A copy of this agreement is included with this application (Exhibit E). This criterion is met.

IV. Conclusion

The required findings have been made and this written narrative and accompanying documentation demonstrate that the application is consistent with the applicable provisions of the City of Newberg Development Code. The evidence in the record is substantial and supports approval of the application. Therefore, the Applicant respectfully requests that the City approve this Right-of-Way Vacation application.

Exhibit A: Right-of-Way Vacation Site Plan



JOINT VACATION APPLICATION 2019

File #: _____

For Office Use Only:

Total Application Fee _____ Project Cost: _____
Balance due: _____ Date Paid: _____

APPLICANT INFORMATION:

APPLICANT: Friendsview Manor, Inc. and Cadd Living Trust (Joint Applicants)
ADDRESS: 1301 Fulton Street, Newberg, OR 97132
EMAIL ADDRESS: Please Contact Applicant's Consultant - AKS Engineering & Forestry, LLC: Mimi Doukas - MimiD@aks-eng.com
PHONE: (503) 563-6151 MOBILE: _____ FAX: (503) 563-6152
OWNER (if different from above): _____ PHONE: _____
ADDRESS: _____

GENERAL INFORMATION:

VACATION TYPE: _____ ALLEY: _____ EASEMENT: _____ STREET: ✓
ALLEY/EASEMENT/RIGHT-OF-WAY/LOCATION: Northeast of intersection of N Meridian St and Fulton St ZONE: R-2 with Institutional Overlay
IS THE PROPOSED VACATION SITE CURRENTLY IN USE? IF YES, INDICATE CURRENT USE: This portion of N Center Street is being used primarily as a secondary access for Friendsview Manor
SURROUNDING USES:
NORTH: Institutional SOUTH: Residential
EAST: Institutional and Residential WEST: Institutional and Residential
STATE WHY THE VACATION SHOULD BE APPROVED: This portion of N Center Street is used primarily as a second access for Friendsview Manor. Vacating this portion of the street will allow for a future expansion of Friendsview Manor. All owners that own property abutting this portion of N Center Street have signed the petition to vacate it.
IDENTIFY THE TAX LOT NUMBERS OF THOSE LOTS WHICH ABUT THE PROPOSED VACATION SITE:

Tax Lot Number	Tax Lot Number	Tax Lot Number
<u>3217CB 1000</u>	_____	_____
<u>3217CB 500</u>	_____	_____
<u>3217CB 1500</u>	_____	_____
<u>3217CB 1600</u>	_____	_____
<u>3217CB 2600</u>	_____	_____

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: ✓ Fees ✓ Current Title Report ✓ Vicinity Map ✓ Property Owner's Signature

The application must include a current title report for each parcel adjacent to the area proposed for vacation, and a vicinity map of the area. Property owners abutting the proposed vacation site must sign the CONSENT TO VACATE form, which is on the reverse side of this application. The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

Helen R. Cadd
Applicant / Title Holder/ Contract Purchaser Signature

Aug 5, 19
Date

Helen R. Cadd
Print Name Cadd Living Trust

Attachments: Consent to Vacate Form, General Information, Criteria, Noticing Procedures, Fee Schedule, Checklist



JOINT VACATION APPLICATION 2019

File #: _____

For Office Use Only:

Total Application Fee _____ Project Cost: _____
Balance due: _____ Date Paid: _____

APPLICANT INFORMATION:

APPLICANT: Friendsview Manor, Inc. and Cadd Living Trust (Joint Applicants)
ADDRESS: 1301 Fulton Street, Newberg, OR 97132
EMAIL ADDRESS: Please Contact Applicant's Consultant - AKS Engineering & Forestry, LLC: Mimi Doukas - MimiD@aks-eng.com
PHONE: (503) 563-6151 MOBILE: _____ FAX: (503) 563-6152
OWNER (if different from above): _____ PHONE: _____
ADDRESS: _____

GENERAL INFORMATION:

VACATION TYPE: _____ ALLEY: _____ EASEMENT: _____ STREET: ✓
ALLEY/EASEMENT/RIGHT-OF-WAY/LOCATION: Northeast of intersection of N Meridian St and Fulton St ZONE: R-2 with Institutional Overlay
IS THE PROPOSED VACATION SITE CURRENTLY IN USE? IF YES, INDICATE CURRENT USE: This portion of N Center Street is being used primarily as a secondary access for Friendsview Manor
SURROUNDING USES:
NORTH: Institutional SOUTH: Residential
EAST: Institutional and Residential WEST: Institutional and Residential
STATE WHY THE VACATION SHOULD BE APPROVED: This portion of N Center Street is used primarily as a second access for Friendsview Manor. Vacating this portion of the street will allow for a future expansion of Friendsview Manor. All owners that own property abutting this portion of N Center Street have signed the petition to vacate it.
IDENTIFY THE TAX LOT NUMBERS OF THOSE LOTS WHICH ABUT THE PROPOSED VACATION SITE:

Tax Lot Number	Tax Lot Number	Tax Lot Number
<u>3217CB 1000</u>	_____	_____
<u>3217CB 500</u>	_____	_____
<u>3217CB 1500</u>	_____	_____
<u>3217CB 1600</u>	_____	_____
<u>3217CB 2600</u>	_____	_____

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: ☒ Fees ☒ Current Title Report ☒ Vicinity Map ☒ Property Owner's Signature

The application must include a current title report for each parcel adjacent to the area proposed for vacation, and a vicinity map of the area. Property owners abutting the proposed vacation site must sign the CONSENT TO VACATE form, which is on the reverse side of this application. The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

[Signature]
Applicant / Title Holder / Contract Purchaser Signature

8-5-19
Date

Iodd Engle
Print Name Friendsview Manor, Inc.

Attachments: Consent to Vacate Form, General Information, Criteria, Noticing Procedures, Fee Schedule, Checklist

GENERAL INFORMATION

Process for Right-of-Way Vacation

Overview: According to Oregon Revised Statutes, vacation of a public easement or right-of-way must be approved by the City Council. Application for vacation may be made to the City Council by a property owner or neighborhood group. Generally, a vacation can be processed within eight to twelve weeks.

Submit Application

- ✓ Pay fees
- ✓ Complete application form(s)
- ✓ Owners abutting the proposed vacation site must sign the application or submit letters of consent.
- ✓ Submit sample notice and other required information.

Processing

- Staff will perform a completeness check of the application and notify applicant of any information that is missing or incomplete. Processing time 0 to 30 days.
- Staff will route the application to all City departments and utility agencies for their review. **Processing time: 14 days**
- The City Council will set a hearing date for a future City Council Hearing on the matter. Once the hearing date is set, the City will advertise the public hearing date in the Newberg Graphic for two (2) weeks prior to the scheduled Council hearing on this matter. **Processing Time: 14 to 20 days**
- Applicant will mail an approved notice to property owner within 100 feet of the site, post the site in conspicuous places and return an affidavit verifying that notice was mailed and posted at least **14 to 20 days** prior to the scheduled public hearing.
- Staff will prepare a written report for review by the City Council. A copy will be available for review seven **(7) days prior to the hearing**. A copy will be mailed to the applicant seven (7) days prior to the hearing.
- A public hearing will be held by the City Council. At the hearing, the applicant and all interested parties are encouraged to testify. Testimony may be given orally or in writing. After public testimony, the City Council may approve, deny, table, or continue the item.
- If approved, the County Clerk's office will be notified of the Council action. Title to the vacated property will be divided among the abutting property owners.

Helpful Hints:

Questions? Information is free! Please do not hesitate to call the Planning Division at (503) 537-1240 prior to submitting the application.

Partial Applications: Please do not submit partial applications. If the application, title reports, plans and fees are not submitted together; processing will be delayed and the application may not be accepted for review. Please review the detailed checklist to ensure you have everything. The more work you can do before submittal, the faster the application can be processed.

Face-to-Face: It is best to submit an application in person. That way you can receive immediate feedback if there is missing information or suggestions for improvements.

CITY OF NEWBERG REQUIREMENTS FOR POSTED NOTICES

For all vacation applications, mailed notice must be sent to all property owners within one hundred (100) feet of the site. Newberg Development Code §15.100.210 sets forth the requirements for mailed notices. The applicant is responsible for preparing and mailing the notices, for paying the postage, and for submitting an affidavit of mailing within two days of mailing the notices.

Mailing List:

- The applicant must create a mailing list including the tax lot numbers and addresses of property owners within one hundred (100) feet of the outer boundaries of the tax lot or tax lots adjacent to the area proposed to be vacated. This information can be obtained at a local title company.
- The Planning & Building Department may request that notice be provided to people other than those who own property within one hundred (100) feet of the site, if the Department believes that they are affected or otherwise represent an interest that may be affected by the proposed development.
- The mailing list and a copy of the mailed notice should be submitted with the affidavit of mailing.
- Envelopes returned to the post office should go to the Planning & Building Office so that they can be kept with the application file. The return address on the notices should read:

City of Newberg
Community Development Department
P.O. Box 970
Newberg, OR 97132

A return address stamp is available at the Planning & Building Office for your convenience.

Mailed Notice Deadlines:

- Before mailing the notice, the applicant must submit a copy for approval to the City of Newberg Planning & Building Department at 414 E. First Street, Newberg, OR 97132.
- The notice must be mailed at least twenty (20) days before a decision is rendered.
- The affidavit of mailing must be submitted to the Planning & Building Office within two (2) days of mailing the notice.

Sample Notices:

A sample notice is included on the following page. Information to be filled in by the applicant is indicated by italicized text.

CITY OF NEWBERG

REQUIREMENTS FOR POSTED NOTICES

For all Type II and Type III land use applications, the site must be posted with an approved notice. Newberg Development Code §15.100.260 establishes the standards for posted notices. Before notice is posted on the site, a copy of the notice must be submitted to the Planning & Building Office for review. Within two (2) days of posting the site, an affidavit of posting must be submitted to the Planning & Building Office.

Posted notices must contain the following information:

- Planning Division file number
- A brief description of the proposal
- Phone number and address for the City of Newberg Community Development Department, 414 E. First Street,
Newberg, OR 97132, phone 503-537-1240

Guidelines for Posting Notice:

- The posted notice must be waterproof and a minimum of two (2) feet by three (3) feet in size.
- Each frontage of the site must be posted. If a frontage is more than six hundred (600) feet in length, additional notices are required for each six hundred (600) feet or fraction thereof. For example, a lot with a 1400' frontage on Wynooski Street must be posted with three notices along that frontage.
- The notices must not be posted within the public right-of-way, though they must be within ten (10) feet of it.
- The notices must be clearly visible to pedestrians and motorists in the public right-of-way, and must not be posted on trees.
- For Type II applications, the site must be posted at least fourteen (14) days before a decision is rendered.
- For Type III applications, the site must be posted at least ten days (10) before the first scheduled hearing.

Signs for posted notices:

The posted notices must be able to withstand adverse weather. All posted notice signs must conform to the attached example. Signs must be landscape orientation and white with black lettering ("sans-serif" font i.e. Arial or block printing).

Signs may be ordered custom-made from sign companies or applicants may construct their own signs.

Acceptable materials for notice signs: (dimensions: minimum 2' x 3')

- Plywood (but sign face must be white)
- Plastic or corrugated plastic
- Foam core board (available at many art and hobby supply shops)
- Water resistant poster board
- Other weatherproof materials

Posted notice signs may not be attached to trees, and must be located outside the public right-of-way but within ten (10) feet of it. Therefore, the signs should have legs or stakes or otherwise be freestanding.

Removal of Posted Notice:

The notice must remain posted until a final decision is made. Within ten (10) days of the final decision, the notice(s) must be removed from the site by the applicant.

**CITY OF NEWBERG
SAMPLE POSTED NOTICE**

The diagram shows a rectangular sign with a black border. Inside the sign, the text is centered and reads: **Land Use Notice**, **FILE #** (insert the file number assigned to you at the time of application), **PROPOSAL:** (insert general description of project), **FOR FURTHER INFORMATION, CONTACT:**, City of Newberg, Community Development Department, 414 E First Street, Newberg, OR 97132, Phone: 503-537-1240. To the right of the sign is a vertical double-headed arrow labeled **2'**. Below the sign is a horizontal double-headed arrow labeled **3'**.

Land Use Notice

FILE # (insert the file number assigned to you at the time of application)

PROPOSAL: (insert general description of project)

FOR FURTHER INFORMATION, CONTACT:

City of Newberg
Community Development Department
414 E First Street, Newberg, OR 97132
Phone: 503-537-1240

3'

2'

Notice must be white with black letters, and must be landscape orientation, as shown above.
The notice must be lettered using block printing or a "sans-serif" font, such as Arial.

CITY OF NEWBERG

AFFIDAVIT OF NOTICING REQUIREMENTS

The affidavit on the following page must be submitted to the Planning & Building Department **within two (2) days of mailing notice** and **within two (2) days of posting notice**. The consequences of failure to mail and post notice, and to submit the affidavits within the two (2) day deadline are described in Newberg Development Code §15.100.210(J) and §15.100.260(I).

§15.100.210(J) - Failure to Mail the Notice:

Failure to mail the notice and affirm that the mailing was completed in conformance with the code shall result in:

- (1) Postponement of a decision until the mailing requirements have been met; or
- (2) Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or
- (3) The entire process being invalidated; or
- (4) Denial of the application.

§15.100.260(I) - Failure to Post the Notice:

The failure of the posted notice to remain on the property shall not invalidate the proceedings. Failure by the applicant to post a notice and affirm that the posting was completed in conformance with the code shall result in:

- (1) Postponement of a decision until the mailing requirements have been met; or
- (2) Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or
- (3) The entire process being invalidated; or
- (4) Denial of the application.

PLANNING DIVISION FILE #: _____

**CITY OF NEWBERG
AFFIDAVIT OF NOTICING****REFERENCE ATTACHED LIST(S)/NOTICE(S)**

I, _____, do hereby certify that the attached Notice of Land Use Action was:

- a) mailed to the following list of property owners, by United States mail, postage prepaid
on _____; and
(date)
- b) posted on the site according to standards established in Newberg Development Code §15.100.260
on _____.
(date)

Signature_____
Date_____
Printed Name

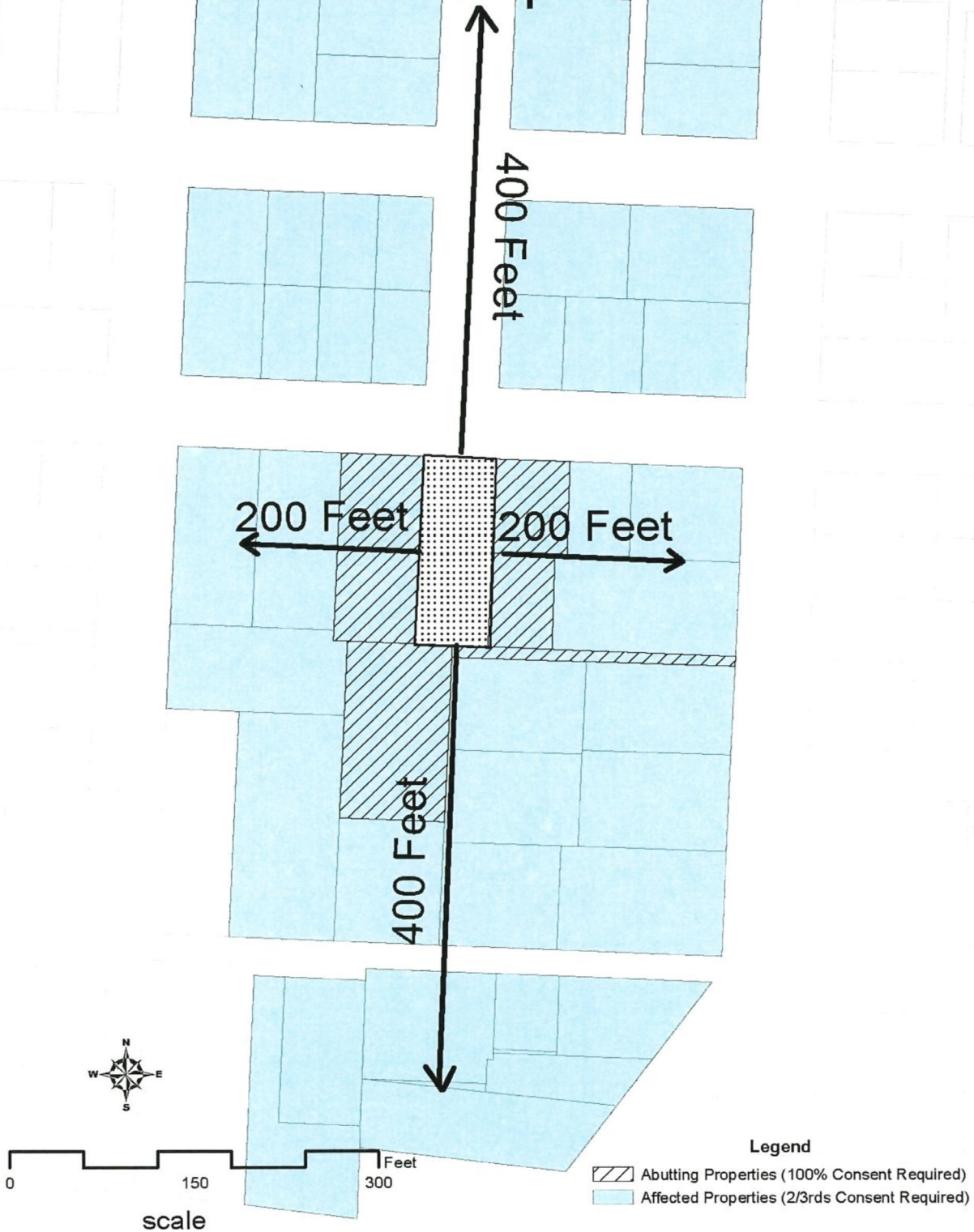
RIGHT-OF-WAY VACATION APPLICATION CRITERIA ORS 271.130

1. Notice shall be given as provided by ORS 271.110. Notice will be published in the Newberg Graphic for two consecutive weeks prior to City Council hearing on this matter.
2. Obtain consent from the owners of all abutting property and at least 2/3 majority consent of owners in the affected area (See Page 11 for a definition of "owners in the affected area").
3. Where owner consent has not been provided, the vacation will not significantly affect the value of the abutting properties, unless the City provides for paying damages.
4. Two or more streets, alleys, avenues and boulevards, or parts thereof, may be joined in one proceeding, provided they intersect or are adjacent and parallel to each other.

If you are requesting vacation of a public right-of-way, please provide a written response to each of the criteria listed above. Approval cannot be granted unless the above criteria have been satisfied. The burden of proof, or demonstration of compliance with the criteria, is the responsibility of the applicant and not the City. The following questions and comments are intended to assist you in responding to the criteria.

1. What is the proposed use for the site?
2. Identify the specific public need to vacate this right-of-way.
3. What impacts will this street vacation have upon public services such as police and fire protection, sewer, water, electrical utilities and access thereto?
4. Identify specific impacts this vacation will have on abutting property owners.

Right-of-way Vacation Consent Requirements





Community Development Department
P.O. Box 970 ▪ 414 E First Street ▪ Newberg, Oregon 97132
503-537-1240. Fax 503-537-1272 www.newbergoregon.gov

WE WANT YOUR COMMENTS ON A PROPOSED STREET OR ALLEY CLOSURE IN YOUR NEIGHBORHOOD

A property owner in your neighborhood submitted an application to the City of Newberg to *(describe what your application is for)*. The Newberg Planning Commission will hold a public hearing on *(date of hearing)* at 7 p.m. at the Newberg Public Safety Building, 401 E Third Street, Newberg, OR, to evaluate the proposal. You are invited to take part in the City's review of this project by sending in your written comments or by testifying before the Planning Commission. For more details about giving comments, please see the back of this sheet.

The application would *(briefly describe what the project is or what it will do. Describe the proposed use of the site and any proposed construction)*.

APPLICANT:

Applicant's name

TELEPHONE:

Applicant's phone number

PROPERTY OWNER:

Property owner name

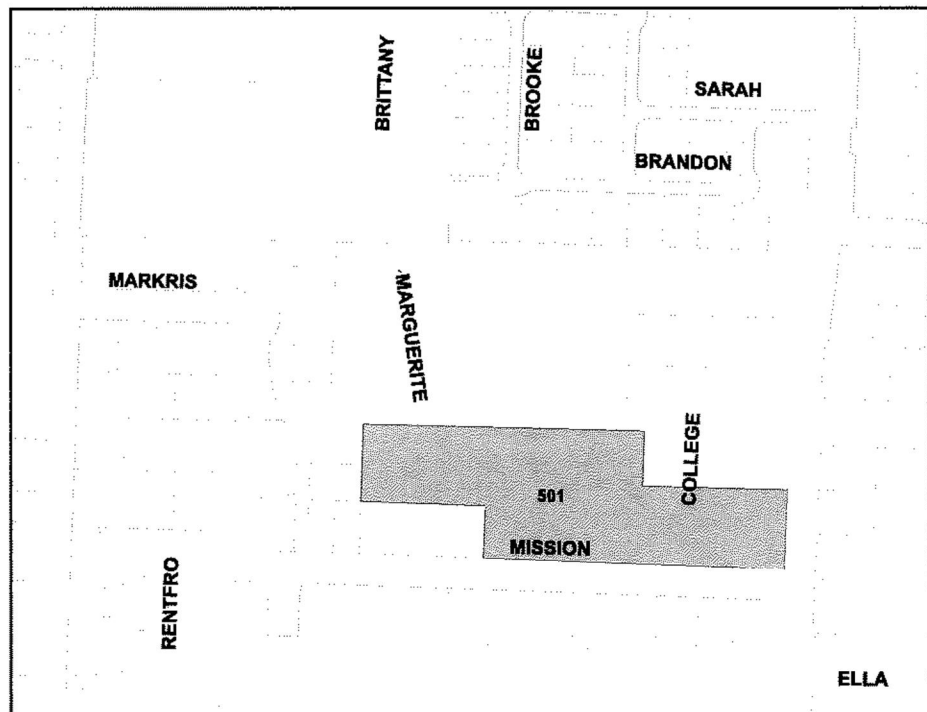
LOCATION:

Project Address

TAX LOT NUMBER:

Yamhill County Tax Map and Lot Number (i.e. 3219AB-1400)

Insert site map with
project location
highlighted as
shown on the
adjacent sample map.



We are mailing you information about this project because you own land within 500 feet of the proposed new **(describe project)**. We invite you to participate in the land use hearing scheduled before the Planning Commission. If you wish to participate in the hearing, you may do so in person or be represented by someone else.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments: File No. **(City staff will supply this number to you
when you submit an application.)**
City of Newberg
Community Development Department
PO Box 970
Newberg, OR 97132

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. You can also buy copies of the information for a cost of 25 cents a page. A staff report relating to the proposal will be available for inspection at City Hall and on the city website (www.newbergoregon.gov) at no cost seven days prior to the public hearing. If you have any questions about the project, you can call the Newberg Community Development Department at 503-537-1240.

All written comments must be turned in by 4:30 p.m. on **enter date two weeks before hearing**. Written testimony received after this date or at the hearing will be considered late, and will be accepted only by motion of the Planning Commission.

Any issue that might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be raised during the public hearing process. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application to vacate a public right-of-way are found in ORS NO. 271.130.

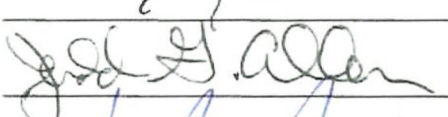
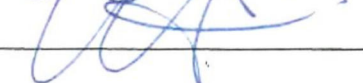
Prior to the conclusion of the initial evidentiary hearing, any participant may request an opportunity to present additional evidence, arguments or testimony regarding the application through a continuance or extension of the record. Failure of an issue to be raised in the hearing, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue precludes appeal to the State Land Use Board of Appeals based on that issue.

The proposed vacation was initiated by the Newberg City Council on (Date of initiation Hearing) as outlined in Oregon Revised Statutes 271.130. If you participate in the public hearing process, either by testifying at the public hearing, or by sending in written comments, you will be sent information about any decision made by the City relating to this project.

Date Mailed: ***Date notice is mailed***

Exhibit C: Petition to Vacate Right-of-Way

CONSENT TO VACATE FORM

PRINTED OWNER NAME	OWNER SIGNATURE	ADDRESS	TAX LOT
* Cadd Living Trust		909 Fulton Street	3217CB 1000
* Friendsview Manor, Inc.		1013 Cherry Street	3217CB 500
* Friendsview Manor, Inc.		814 N Center Street	3217CB 1500
* Friendsview Manor, Inc.		810 N Center Street	3217CB 1600
* Friendsview Manor, Inc.		800 N Center Street	3217CB 2600
Margaret Bollinger Trust		1094 S Pennington Drive	3217CB 135
Friendsview Manor, Inc.		812 N Meridian Street	3217CB 1100
Thomas & Jo Davis		808 N Meridian Street	3217CB 1200
David & Martha Park		804 N Meridian Street, Apt. 2	3217CB 1300
Friendsview Manor, Inc.		901 Fulton Street	3217CB 1400
Spaulding Oaks Homeowners Association		1100 N Meridian Street	3218DA 90000
George Fox University		1009 E North Street	3217CC 100
George Fox University		1008 Fulton Street	3217CC 200

* **Abutting Properties**

CONSENT TO VACATE FORM

PRINTED OWNER NAME	OWNER SIGNATURE	ADDRESS	TAX LOT
John Kalenda		706 N Center Street	3217CC 500
George Fox University		616 N Center Street	3217CC 600
Tim & Teresa McGanty		612 N Center Street	3217CC 700
Rollin & Nancy Robertson		914 Fulton Street	3217CC 1100
Michael & Karen Riggan		912 Fulton Street	3217CC 1200
George Fox University		714 N Meridian Street	3217CC 1300
Patrick & Anne Barnes		704 N Meridian Street	3217CC 1400
Leslie & David Orr		700 N Meridian Street	3217CC 1500
Carleton & Connie Lloyd		915 Vermillion Street	3217CC 1600
George Fox University		914 Vermillion Street	3217CC 1700
Von Stevens		912 Vermillion Street	3217CC 1800
George Fox University		612 N Meridian Street	3217CC 1900

Exhibit D: Tax Maps

3 2 18DA
SUPPLEMENTAL
NEWBERG
CANCELLED

SEE MAP 3 2 180A

SEE MAP 3 2 180A

MERIDIAN

29.0

SEE MAP 3 2 17C8

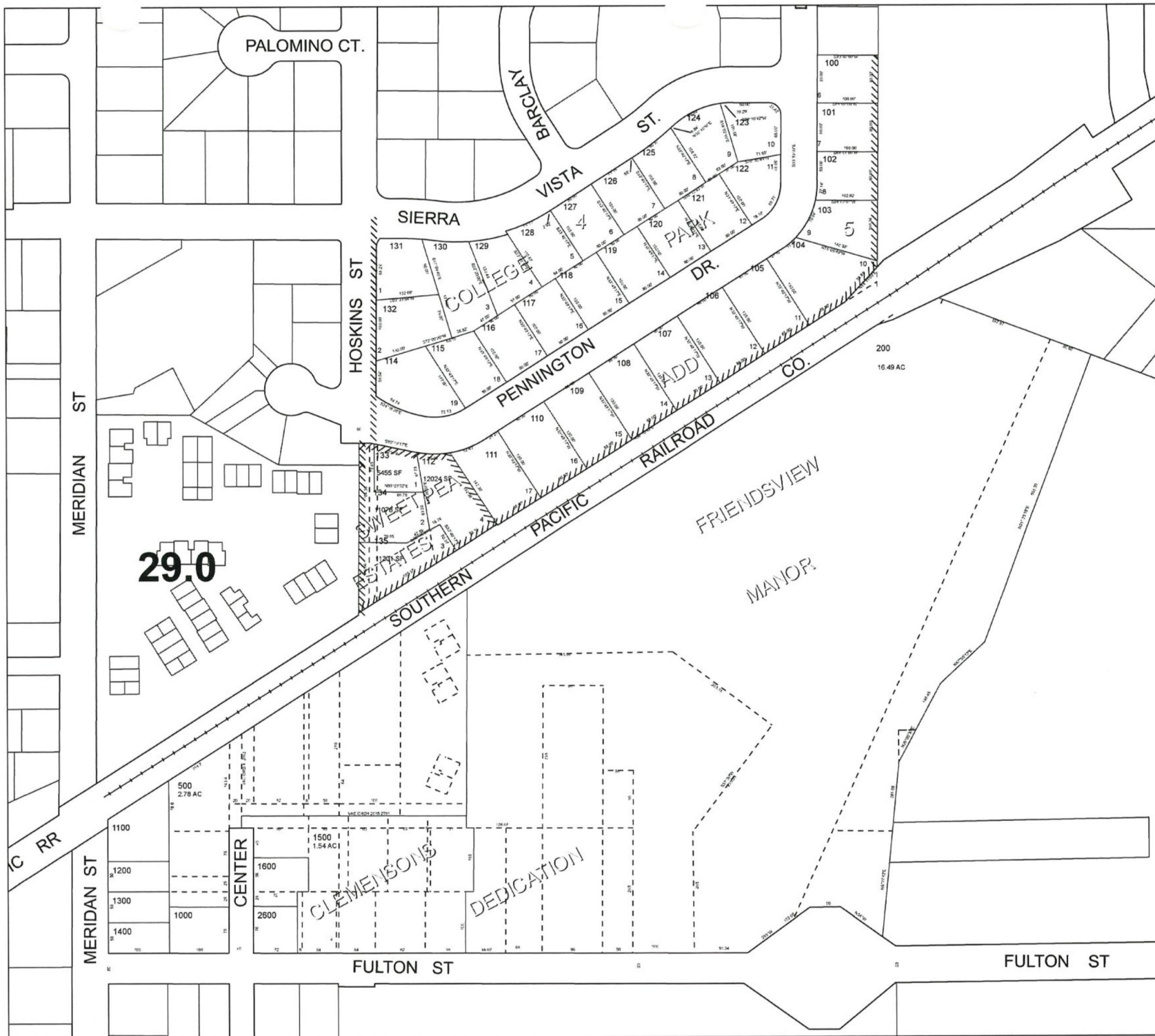
SEE MAP 3 2 17CB

SUPPLEMENTAL
3 2 18DA



ASSESSMENT & TAX
CARTOGRAPHY

N.W. 1/4 S.W. 1/4 SEC. 17 T. 3S. R. 2W. W.
YAMHILL COUNTY OREGON
1" = 100'



CANCELLED TAXLOTS:
2601 1001
2100 90000
400
300
290
113
91101
91102
91201
91202
92103
92104
92203
92204
93105
93106
93205
93206
1700
1800
1900
2000
2200
2300
2400
2500
600
700
800
900

128

DATE PRINTED: 12/14/2018

This product is for Assessment and Taxation (A&T) purposes only
and has not been prepared or is suitable for legal, engineering,
surveying or any purposes other than assessment and taxation.

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SW 1/4 SW 1/4 SEC 17 T3S R2W W.M.
YAMHILL COUNTY

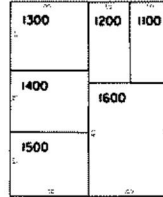
SEE MAP 3 2 17CB

1" = 100'

3 2 17CC
NEWBERG

MER

FULTON ST



VERMILLION

ST

NORTH ST

29.0

MERIDIAN

SEE MAP 3 2 1800

SEE MAP 3 2 17CD

SHERIDAN

ST

ST

CANCELLED
300
400
2300
2400
2500
2600
2700
2800
2900
3000
3100
3200
3300
3400
3500
3600
3601

3 2 17CC

**Exhibit E: Sale Agreement between Friendsview
Manor, Inc. and Cadd Living Trust**

SALE AGREEMENT

Parties:

Friendsview Manor, Purchaser
1301 Fulton Street
Newberg, OR 97132

Cadd Living Trust, Seller
Helen Cadd, Trustee
Carolyn Cadd Brannon, Trustee
909 Fulton Street
Newberg, OR 97132

RECITALS

WHEREAS, the parties are neighboring property owners; and

WHEREAS, for purposes of developing the surrounding property, Purchaser wishes to vacate Center Street, which is currently a short, dead end street; and

WHEREAS, Seller is willing to consent to the vacation and cooperate with the petition for a vacation of the street in exchange for Purchaser purchasing that portion of the street that would attach to seller's property under ORS 271.140; and

WHEREAS, Purchaser is willing to do all of the land use work and pay all costs required to vacate Center Street and complete a property line adjustment to change the property line from the new attached location to Seller's original location; and

WHEREAS, Purchaser wishes to purchase said property from Seller for the payment to Seller, after payment of all sale related costs of the net sum of \$10.00 per square foot conveyed, square footage to be determined by a surveyor;

NOW THEREFORE, the parties hereby agree as follows:

1. All the recitals are incorporated herein as if fully set forth.
2. In the event that the City of Newberg completes the vacation of a portion of Center Street abutting Seller's property, Purchaser hereby agrees to purchase and Seller hereby agrees to sell that strip of land that would attach to Seller's property pursuant to ORS 271.140 for payment to Seller of the net sum of \$10.00 per square foot conveyed, square footage to be determined by a surveyor. The parties understand that Center Street was created as part of the Clemson Addition Plat and pursuant to the state law, one half of the street right-of-way abutting Seller's property would vest in and attach to Seller's property upon the conclusion of the vacation proceeding.

3. Purchaser agrees to undertake, pay all cost for, and do all land use work, including application for vacation of Center Street, application for property lot line adjustment to allow for the transfer of the property, completion of all required surveys, preparation of all deeds and payment of all title and escrow costs and charges for the transaction described herein and surveying to finalize the new property descriptions, and/or to create easements for any utilities that may be in the right-of-way. Upon the execution of this agreement, Seller will cooperate in all reasonable ways including, but not limited to, signing the applications for the street vacation and land use approvals.

4. Seller will convey the property to Purchaser via a Bargain and Sale Deed.

5. In the event that the City of Newberg does not reserve access, parking and utility easements in the vacated area serving Seller's adjacent residence, as a part of Purchaser's purchase of Seller's portion of the vacated area, Purchaser will grant to Seller, simultaneously with the transfer of the deed to Purchaser, appurtenant and perpetual access, street parking and utility easements in favor of Seller's property to maintain Seller's existing access, street parking on her side of the former street adjacent to Seller's parcel and utility service to Seller's adjacent residence.

6. Purchaser further agrees that, in the event that Purchaser takes title to or responsibility for any public utilities located within the vacated street, that Purchaser shall assume full responsibility for all future maintenance, repair, reconstruction, relocation and/or replacement of such public utilities to assure continuity of utility service to Seller's residence.

7. Purchaser further agrees to reimburse Seller for any real property taxes paid by Seller, if any, which relate to the vacated portion of Center Street.

8. Purchaser will be responsible for any costs of title premiums for title insurance desired by Purchaser in connection with this sale transaction.

9. Purchaser and Seller agree that Seller is selling and conveying the vacated street area to Purchaser "AS IS" and in its present physical condition as of the date of conveyance, and that Purchaser waives and forever relinquishes any and all future claims it may have or assert against Seller arising in any manner from the condition of the property conveyed by Seller to Purchaser.

10. Purchaser agrees to reimburse Seller for Seller's attorney fees incurred in connection with the review and revision of this Agreement, and review of final closing documents in an amount not to exceed the sum of \$770.00.

11. The sale of the real property will close within 14 days after final land use approval for the Lot Line Adjustment. Final land use approval is defined as the point at which any party's rights to appeal have expired.

Dated this 11th day of June, 2019.

PURCHASER
Friendsview Manor

SELLER
Cadd Living Trust

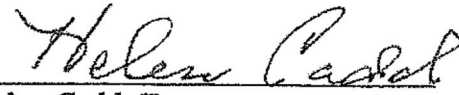
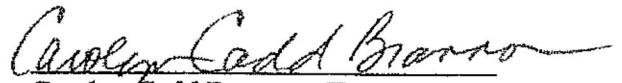

By: Todd Engle
Its: Executive Director
Helen Cadd, Trustee
Carolyn Cadd Brannon, Trustee

Exhibit F: Ownership Information



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

Customer Ref.: 1013 Cherry Street
Order No.: 471819078554
Effective Date: February 5, 2019 at 08:00 AM
Charge: \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Friendsview Manor, an Oregon non-profit corporation,
which acquired title as Friendsview Manor, Inc., an Oregon non-profit, public benefit, corporation

Premises. The Property is:

(a) Street Address:

1013 Cherry Street, Newberg, OR 97132

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. City Liens, if any, in favor of the City of Newberg.
2. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, and highways.
3. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance

Recording Date: August 5, 2016
Recording No: 201612162
Affects: Vacated Cherry Street

4. Declaration of Deed Restriction, including the terms and provisions thereof,

Executed by: Friendsview Manor dba Friendsview Retirement Community
Recording Date: September 23, 2015
Recording No.: 201515119

5. A deed of trust, assignment, security agreement, and fixture filing to secure an indebtedness in the amount shown below,

Amount: \$42,140,000.00
Dated: August 1, 2016
Trustor/Grantor: Friendsview Manor, dba Friendsview Retirement Community, an Oregon nonprofit corporation
Trustee: First American Title Insurance Company of Oregon
Beneficiary: U.S. Bank National Association
Recording Date: August 4, 2016
Recording No.: 201612003
Affects: other property also

6. Agreement to Maintain Private Stormwater Facilities, including the terms and provisions thereof,

Executed by: City of Newberg; and Friendsview Manor
Recording Date: April 5, 2018
Recording No.: 201804796

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark
503-535-3743
Deborah.Clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

A part of the Daniel D. Deskins Donation Land Claim No. 54 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian, County of Yamhill, State of Oregon, described as follows:

Beginning at a point 245 feet North and 140 feet East of the intersection of the East line of East Street with the North line of Fulton Street in the City of Newberg; thence East 100 feet; thence North parallel to the West line of Hazel Dell to the Southerly boundary of the Southern Pacific Railroad right of way; thence South 57 ° 08' West along the Southerly line of said right of way to the most Northerly corner of a tract conveyed by John Illig to Edward H. Benford by Deed recorded September 27, 1884 in Book 90, page 625, Yamhill County Records; thence South 205.34 feet to the point of beginning; together with that portion of Cherry Street inuring thereto by virtue of City of Newberg Ordinance No. 2015-2791 recorded August 5, 2016 as Instrument No. 201612162, Yamhill County Records.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

Grantors:
 Friendsview Manor, Inc. as titled on
 Exhibit A
 1301 E. Fulton Street
 Newberg, Oregon 97132

Grantee:
 Friendsview Manor, Inc.
 1301 E. Fulton Street
 Newberg, Oregon 97132

After Recording Return to:
 John T. Bridges
 Brown, Tarlow, Bridges & Palmer
 535 East First Street
 Newberg, Oregon 97132

SEND TAX STATEMENTS TO:
 No Change

OFFICIAL YAMHILL COUNTY RECORDS
 BRIAN VAN BERGEN, COUNTY CLERK

201612411



\$101.00

00481470201600124110130130

08/11/2016 10:47:36 AM

DMR-DDMR Cnt=1 Stn=2 MILL SA
 \$85.00 \$5.00 \$11.00 \$20.00

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that Friendsview Manor Inc., who acquired title as the entities listed in **EXHIBIT A** (hereinafter "Grantors"), convey unto Friendsview Manor, Inc. (hereinafter "Grantee"), all of that certain vested interest in the real property parcels, together with tenements, hereditaments and appurtenances thereunto belong or in any way appertaining, situated in Yamhill County, State of Oregon, described as follows:

SEE EXHIBIT B

To Have and to Hold the same unto grantee forever.

The true consideration for this conveyance stated in terms of dollars is None. However, the actual consideration consists of unifying all of the properties under the correct, single named entity.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to business, other entities and to individual

IN WITNESS WHEREOF, grantor has executed this instrument on 5th day of August, 2016; any signature on behalf of a business or other entity is made with the authority of that entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.938, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

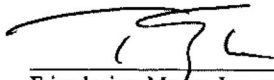
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(Notarization on next page)

GRANTOR:



Friendsview Manor, Inc., who acquired title as (see Exhibit A)

By: Todd Engle

Its: Executive Director

STATE OF OREGON)

) ss.

County of Yamhill)



Subscribed and sworn to before me on this 5th day of August, 2016, by Todd Engle Executive Director of Friendsview Manor, Inc.

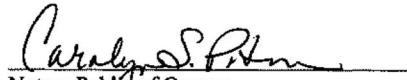

Notary Public of Oregon

EXHIBIT A

Friendsview Manor, a corporation
(as to Parcels 3 and 12)¹

Friendsview Manor, an Oregon corporation
(as to Parcels 1, 2, 4, 5, 6, 7, 8, 9, 19, and 21)

Friendsview Manor
(as to Parcels 10, 11, 12, 17, 18, 23, 26, 28, 29, and 34)

Friendsview Manor, an Oregon non-profit corporation
(as to Parcels 20, 27, 30, 33, 35, 36, 27, and 38)

Friendsview Manor Inc. dba Friendsview Retirement Community, an Oregon non-profit 501(c)3
Charitable Organization
(as to Parcel 15)

Friendsview Manor dba Friendsview Retirement Community, an Oregon non-profit corporation
(as to Parcels 14, 16, and 39)

Friendsview Manor dba Friendsview Retirement Community
(as to Parcels 24 and 25)

Friendsview Manor Inc. dba Friendsview Retirement Community
(as to Parcel 13)

Friendsview Manor, an Oregon religious corporation
(as to Parcel 22)

Friendsview Manor, Inc., an Oregon corporation
(as to Parcels 31 and 32)

¹ Parcel numbers correspond to number scheme on Exhibit B.

EXHIBIT B

Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 348 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON, SAID POINT BEING ALSO ON THE WEST LINE OF TRACT PLATTED AS HAZEL DELL; THENCE NORTH ALONG THE WEST LINE OF SAID HAZEL DELL 205 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID HAZEL DELL 387.29 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTH $57^{\circ}19'23.8''$ EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 797.42 FEET; THENCE NORTH $70^{\circ}00'26''$ EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 82 FEET; THENCE NORTH $64^{\circ}25'17.3''$ EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 38.50 FEET; THENCE SOUTH $69^{\circ}45'03.2''$ EAST 197.97 FEET; THENCE SOUTH $24^{\circ}50'01.0''$ WEST 1103.79 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID FULTON STREET; THENCE WEST ALONG THE NORTH LINE OF SAID FULTON STREET 233.37 FEET TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO LOU C. MERRIAM AND WIFE BY DEED RECORDED MAY 3, 1944 IN BOOK 124, PAGE 356, DEED RECORDS; THENCE NORTH ALONG THE EAST LINE OF SAID MERRIAM TRACT 300 FEET; THENCE WEST 50 FEET TO THE EAST LINE OF TRACT CONVEYED TO CHARLES C. HAWORTH AND WIFE BY DEED RECORDED OCTOBER 13, 1948 IN BOOK 150, PAGE 691, DEED RECORDS; THENCE NORTH ALONG THE EAST LINE OF SAID HAWORTH TRACT 140 FEET TO THE NORTHEAST CORNER OF SAID HAWORTH, TRACT; THENCE WEST ALONG THE NORTH LINE OF SAID HAWORTH TRACT 99 FEET; THENCE SOUTH ALONG THE WEST LINE OF SAID HAWORTH TRACT 235 FEET TO THE NORTHEAST CORNER OF TRACT CONVEYED TO ROY P. CLARK AND WIFE BY DEED RECORDED MAY 6, 1947 IN BOOK 142, PAGE 466, DEED RECORDS; THENCE WEST ALONG THE NORTH LINE OF SAID CLARK TRACT 126.07 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF NEWBERG, A MUNICIPAL CORPORATION, BY DEED RECORDED FEBRUARY 21, 1968 IN FILM VOLUME 66, PAGE 80 DEED AND MORTGAGE RECORDS.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 573.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 235 FEET; THENCE WEST 99 FEET; THENCE SOUTH 235 FEET; THENCE EAST 99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 623.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 95 FEET; THENCE WEST 50 FEET TO THE EAST LINE OF TRACT CONVEYED TO CHARLES C. HAWORTH AND BERTHA M. HAWORTH, BY DEED RECORDED OCTOBER 13, 1948 IN BOOK 150, PAGE 691, DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH ALONG THE EAST LINE OF SAID HAWORTH TRACT, 95 FEET; THENCE EAST 50 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF THE DANIEL C. DESKINS DONATION LAND CLAIM NO. 54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR BY DEED RECORDED AUGUST 14, 1959 IN FILM VOLUME 6, PAGE 856, DEED AND MORTGAGE RECORDS, SAID POINT BEING SOUTH 984.7 FEET AND WEST 819.8 FEET FROM THE NORTHEAST CORNER OF SAID DESKINS DONATION LAND CLAIM; THENCE NORTH ALONG THE EAST LINE OF SAID FRIENDSVIEW MANOR TRACT; NORTH 24°50' EAST A DISTANCE OF 776.35 FEET TO THE SOUTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO GLADYS A. GREER BY DEED RECORDED APRIL 9, 1953 IN BOOK 169, PAGE 373, DEED RECORDS; THENCE SOUTH 69°45' EAST 87.30 FEET ALONG THE SOUTH LINE OF SAID GREER TRACT TO A POINT; THENCE SOUTH 21°22' WEST 560.90 FEET ALONG A FENCE TO THE NORTH LINE OF A CERTAIN TRACT OF LAND CONVEYED TO V.E. POOLE AND ALICE B. POOLE BY DEED RECORDED MARCH 2, 1942 IN BOOK 119, PAGE 311, DEED RECORDS; THENCE WEST 88.84 FEET TO THE NORTHWEST CORNER OF SAID POOLE TRACT; THENCE SOUTH 00°20' WEST 152.00 FEET ALONG THE WEST LINE OF SAID POOLE TRACT TO A POINT; THENCE WEST 113.88 FEET TO THE NORTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED BY MINNIE B. OWEN BY DEED RECORDED JULY 11, 1960 IN FILM VOLUME 11, PAGE 798, DEED AND MORTGAGE RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO GEORGE FOX COLLEGE BY DEED RECORDED APRIL 28, 1995 IN INSTRUMENT NO. 199505215, DEED AND MORTGAGE RECORDS.

PARCEL 5:

PART OF THE DANIEL C. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°20' WEST 1038.60 FEET AND WEST 709.50 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM, SAID POINT BEING ALSO THE NORTHWEST CORNER OF BLOCK 2 OF BENSONS ADDITION TO NEWBERG IN YAMHILL COUNTY, OREGON; THENCE SOUTH 00°20' WEST PARALLEL TO THE EAST LINE OF SAID CLAIM 177.23 FEET; THENCE WEST 215.52 FEET TO AN IRON PIPE SET FOR THE INITIAL POINT OF THE PLAT OF HAZEL DELL; THENCE NORTH 24°50' EAST ALONG THE EAST LINE OF SAID HAZEL DELL 267.66 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 00°20' EAST 66 FEET AND WEST 104.79 FEET FROM THE POINT OF BEGINNING; THENCE EAST 104.79 FEET; THENCE SOUTH 00°20' WEST 66 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF NEWBERG, A MUNICIPAL CORPORATION, BY DEED RECORDED FEBRUARY 21, 1968 IN FILM VOLUME 66, PAGE 80, DEED AND MORTGAGE RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO GEORGE FOX COLLEGE BY DEED RECORDED APRIL 28, 1995 IN INSTRUMENT NO. 199505215, DEED AND MORTGAGE RECORDS.

PARCEL 6:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET 348 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO HARLAN T. JONES AND WIFE BY DEED RECORDED FEBRUARY 19, 1942 IN BOOK 119, PAGE 267, DEED RECORDS; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET ALONG THE WEST LINE OF A TRACT PLATTED AS HAZEL DELL, NOW VACATED, 205 FEET TO THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR, AN OREGON CORPORATION, BY DEED RECORDED AUGUST 14, 1959 IN FILM VOLUME 6, PAGE 856, DEED AND MORTGAGE RECORDS; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY LINE 66.07 FEET TO THE NORTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO AMOS G. JONES BY DEED RECORDED APRIL 4, 1952 IN BOOK 165, PAGE 193, DEED RECORDS; THENCE SOUTH ALONG THE WEST LINE OF SAID AMOS G. JONES TRACT, SAID LINE BEING PARALLEL WITH THE EAST LINE OF SAID EAST STREET 205 FEET TO THE NORTH LINE OF SAID FULTON STREET; THENCE WEST ALONG THE NORTH LINE OF SAID FULTON

STREET 66.07 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID PREMISES CONVEYED BY ROY P. CLARK AND WIFE TO FRANK L. HILL AND WIFE BY DEED RECORDED JUNE 11, 1947 IN BOOK 143, PAGE 246, DEED RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 348 FEET EAST AND 100 FEET NORTH OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON; THENCE NORTH 105 FEET PARALLEL WITH THE EAST LINE AT EAST STREET TO THE SOUTH LINE OF SAID CHERRY STREET; THENCE EAST FOLLOWING THE SOUTH LINE OF SAID CHERRY STREET 16 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET 105 FEET; AND THENCE WEST 16 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 623.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF NORTH CENTER STREET, FORMERLY KNOWN AS EAST STREET WITH THE NORTH LINE OR SAID FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET; THENCE WEST 50 FEET TO THE EAST LINE OF TRACT CONVEYED TO CHARLES C. HAWORTH AND BERTHA M. HAWORTH BY DEED RECORDED OCTOBER 13, 1948 IN BOOK 150, PAGE 691, DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH ALONG THE EAST LINE OF SAID HAWORTH TRACT 205 FEET; THENCE EAST 50 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

BEGINNING ON THE NORTH LINE OF FULTON STREET 573.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) WITH THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET; THENCE WEST 99 FEET; THENCE SOUTH 205 FEET; THENCE EAST 99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9:

THE EAST 60 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT: BEGINNING AT THE NORTH LINE OF FULTON STREET, 348 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET, 205 FEET TO THE SOUTH LINE OF SAID CHERRY STREET; THENCE EAST FOLLOWING THE SOUTH LINE OF SAID CHERRY STREET, 126.07 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET 205 FEET TO THE NORTH LINE OF SAID FULTON STREET AND THENCE WEST FOLLOWING THE NORTH LINE OF SAID FULTON STREET, 135.07 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

TRACT A:

PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT SOUTH 00°20'00" WEST 1038.60 FEET AND WEST 709.50 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM NO. 54, A POINT ON THE EAST LINE OF A CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR BY DEED RECORDED AUGUST 14, 1959 IN BOOK 11, PAGE 1698, DEED RECORDS, SAID POINT ALSO BEING A 5/8" IRON ROD FROM THE NORTHWEST CORNER OF BLOCK 2 OF BENSONS ADDITION TO NEWBERG, IN YAMHILL COUNTY, OREGON; THENCE NORTH 00°20'00" EAST 66.18 FEET TO A 5/8" IRON ROD; THENCE SOUTH 88°37'29" EAST 8.97 FEET, TO THE SOUTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO GEORGE FOX COLLEGE BY DEED RECORDED MARCH 5, 1965 IN BOOK 43, PAGE 711, DEED RECORDS, SAID POINT BEING A 5/8" IRON ROD; THENCE NORTH 00°38'15" EAST 100.00 FEET ALONG THE WEST LINE OR SAID TRACT CONVEYED

TO GEORGE FOX COLLEGE TO A 5/8" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00°38'15" EAST 52.14 FEET TO A 5/8" IRON ROD, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT CONVEYED TO GEORGE FOX COLLEGE; THENCE SOUTH 89°57'08" EAST 28.41 FEET ALONG THE NORTH LINE OF SAID TRACT, TO A 5/8" IRON ROD; THENCE SOUTH 29°05'30" WEST 59.64 FEET TO THE POINT OF BEGINNING.

TRACT B:

PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM #54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 00°19'59" WEST 349.33 FEET AND NORTH 69°45'03" WEST 210.00 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM #54; THENCE NORTH 69°45'03" WEST 190.90 FEET TO A 5/8" IRON ROD ON THE SOUTHERLY LINE OF PARTITION PLAT NO. 90-50, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 69°45'03" WEST 80.68 FEET TO A 5/8" IRON ROD FOUND ON THE SOUTHERLY LINE OF PARTITION PLAT NO. 90-50; THENCE SOUTH 23°33'42" WEST 94.31 FEET TO A 5/8" IRON ROD; THENCE SOUTH 71°23'23" EAST 86.45 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR BY DEED RECORDED JANUARY 30, 1962, IN DEED BOOK 20, PAGE 928, DEED RECORDS; THENCE NORTH 20°04'19" EAST 91.68 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 245 FEET NORTH AND 140 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG; THENCE EAST 100 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF HAZEL DELL TO THE SOUTHERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 57°08' WEST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY TO THE MOST NORTHERLY CORNER OF A TRACT CONVEYED BY JOHN ILLIG TO EDWARD H. BENFORD BY DEED RECORDED SEPTEMBER 27, 1884 IN BOOK 90, PAGE 625, DEED RECORDS; THENCE SOUTH 205.34 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 12:

TRACT A:

BEING A PART OF THE DONATION LAND CLAIM OF DANIEL D. DESKINS, CLAIM NO. 54, NOTIFICATION NO. 1475 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF CENTER STREET, 245 FEET NORTH OF THE NORTH LINE OF FULTON STREET AS PLATTED AND DEDICATED BY CHRISTINE CLEMENSON AND J.C. CLEMENSON, HER HUSBAND, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, AND RUNNING THENCE EAST 90 FEET TO A POINT WHICH MARKED THE BEGINNING POINT OF THE TRACT HEREIN CONVEYED; THENCE NORTH TO THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY ALONG A LINE PARALLEL WITH AND 90 FEET EAST OF THE EAST LINE OF CENTER STREET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY TO A POINT IN THE EAST LINE OF A TRACT OF LAND CONVEYED BY JOHN ILLIG TO EMILY BINFORD AND EDWARD M. BINFORD, BY DEED DATED JUNE 30, 1924, RECORDED SEPTEMBER 27, 1924, IN BOOK 90, PAGE 625, DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH ABOUT 210 FEET TO THE SOUTHEAST CORNER OF THE LATTER DESCRIBED TRACT; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING.

TRACT B:

BEING A PART OF THE DONATION LAND CLAIM OF DANIEL D. DESKINS, CLAIM NO. 54, NOTIFICATION NO. 1475 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT ON THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) 245 FEET NORTH OF THE NORTH LINE OF FULTON STREET AS PLATTED AND DEDICATED BY CHRISTINE CLEMENSON AND J.C. CLEMENSON, HER HUSBAND, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, AND RUNNING THENCE EAST 82 FEET TO THE TRUE PLACE OF BEGINNING; THENCE EAST 8 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTH CENTER STREET TO THE SOUTH LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID RIGHT OF WAY TO A POINT DIRECTLY NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID NORTH CENTER STREET TO THE TRUE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 13:**TRACT A:**

BEING A PART OF THE DONATION LAND CLAIM OF DANIEL D. DEEKINS, CLAIM NO. 54, NOTIFICATION NO. 1475, IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) 245 FEET NORTH OF THE NORTH LINE OF FULTON STREET AS PLATTED AND DEDICATED BY CHRISTINE CLEMENSON AND J.C. CLEMENSON, HER HUSBAND, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; AND RUNNING THENCE EAST 82 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) TO THE SOUTH LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID RIGHT OF WAY TO THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET); THENCE SOUTH ALONG THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET); 120 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CENTER STREET INURING THERETO BY VACATION ORDINANCE NO. 2062 RECORDED ON AUGUST 27, 1981 IN FILM VOLUME 163, PAGE 1407, YAMHILL COUNTY RECORDS.

TRACT B:

THE WEST 1/2 OF THAT CERTAIN VACATED STREET AS PER VACATION ORDINANCE NO. 2062 DATED AUGUST 3, 1981, CITY OF NEWBERG, YAMHILL COUNTY, OREGON, AND AS RECORDED AUGUST 27, 1981 IN FILM VOLUME 163, PAGE 1407-1408, DEED RECORDS OF YAMHILL COUNTY, OREGON.

PARCEL 14:

BEING A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF EAST STREET AND 100 FEET NORTH OF THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; AND RUNNING THENCE WEST 100 FEET; THENCE NORTH TO THE SOUTH LINE OF SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID RAILROAD RIGHT OF WAY TO THE WEST LINE OF SAID EAST STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST STREET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 103 FEET AS CONVEYED TO LEANDER A. CROCKETT ET UX BY DEED RECORDED FEBRUARY 24, 1951, IN BOOK 160, PAGE 678, DEED RECORDS.

PARCEL 15:

BEING A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 75 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

BEGINNING AT A POINT ON THE WEST LINE OF EAST STREET, NOW NORTH CENTER STREET, AND 100 FEET NORTH OF THE NORTH LINE OF FULTON STREET, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; AND RUNNING THENCE WEST 100 FEET; THENCE NORTH 103 FEET; THENCE EAST 100 FEET TO THE WEST LINE OF SAID EAST STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST STREET TO THE PLACE OF BEGINNING.

PARCEL 16:

BEGINNING AT A POINT ON THE WEST LINE OF EAST STREET (NOW NORTH CENTER STREET) IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, SAID POINT BEING 128 FEET NORTH OF THE NORTH LINE OF FULTON STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO IVAN L ADAMS, ET UX, BY DEED RECORDED JULY 2, 1976 IN FILM VOLUME 113, PAGE 419, DEED AND MORTGAGE RECORDS; THENCE WEST ALONG THE SOUTH LINE OF SAID ADAMS TRACT 100 FEET; THENCE SOUTH 50 FEET; THENCE EAST 100 FEET TO THE WEST LINE OF SAID NORTH CENTER STREET; THENCE NORTH 50 FEET TO THE PLACE OF BEGINNING.

PARCEL 17:

BEGINNING AT POINT 290 FEET EAST OF THE INTERSECTION OF THE SOUTH LINE OF CHERRY STREET WITH THE EAST LINE OF EAST STREET (NOW NORTH CENTER STREET) IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE EAST ALONG THE SOUTH LINE OF CHERRY STREET AND THE SAME EXTENDED A DISTANCE OF 73 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO FRANK L. HILL AND BELVA E. HILL BY DEED RECORDED IN BOOK 143, PAGE 246, DEED RECORDS; THENCE SOUTH ALONG THE EAST LINE OF THE HILL TRACT, 105 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST 72 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO FRANK AND BELVA E. HILL BY DEED RECORDED IN BOOK 108, PAGE 232, DEED RECORDS; THENCE NORTH ALONG THE WEST LINE OF THE HILL TRACT, 105 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 18:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 0°34' WEST 20 FEET AND NORTH 89°59' EAST 310 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CHERRY STREET AND CENTER STREET IN SAID CITY OF NEWBERG; THENCE SOUTH 00°34' WEST 105 FEET; THENCE SOUTH 89°59' WEST 5 FEET; THENCE NORTH 00°34' EAST 105 FEET; THENCE NORTH 89°59' EAST 5 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 19:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 00°34' WEST 20 FEET AND NORTH 89°59' EAST 240 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CHERRY AND CENTER STREETS IN SAID CITY OF NEWBERG; THENCE SOUTH 00°34' WEST 105 FEET; THENCE NORTH 89°59' EAST 70 FEET; THENCE NORTH 00°34' EAST 105 FEET; THENCE SOUTH 89°59' WEST 70 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE EAST 5 FEET.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 20:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 00°34' WEST 20 FEET AND NORTH 89°59' EAST 175 FEET FROM THE INTERSECTION OF THE CENTER LINE OF CHERRY AND CENTER STREETS IN SAID CITY OF NEWBERG; THENCE NORTH 89°59' EAST ALONG THE SOUTH LINE OF CHERRY STREET, 65 FEET; THENCE SOUTH 00°34' WEST 105 FEET; THENCE SOUTH 89°59' WEST 65 FEET; THENCE NORTH 00°34' EAST 105 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 21:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 00°34' WEST 20 FEET AND NORTH 89°59' EAST 175 FEET FROM THE INTERSECTION OF THE CENTERLINES OF CHERRY AND CENTER STREETS IN SAID CITY OF NEWBERG; THENCE SOUTH 00°34' WEST 105 FEET; THENCE SOUTH 89°59' WEST 65 FEET; THENCE NORTH 00°34' EAST 105 FEET; THENCE NORTH 89°59' EAST 65 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 22:

BEGINNING AT A POINT 1069.45 FEET SOUTH AND 1769.57 FEET WEST FROM THE NORTHEAST CORNER OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, SAID BEGINNING POINT ALSO BEING NORTH 00°34' EAST 181.0 FEET FROM THE CENTER OF FULTON STREET IN THE CITY OF NEWBERG; THENCE NORTH 20°34' EAST 49.0 FEET TO AN IRON PIPE; THENCE NORTH 89°59' EAST 90 FEET TO AN IRON PIPE; THENCE SOUTH 00°34' WEST 49.0 FEET TO AN IRON PIPE; THENCE SOUTH 89°59' WEST 90.0 FEET TO AN IRON PIPE AT THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 23:

A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 282 FEET EAST OF THE EAST LINE OF EAST STREET IN NEWBERG, YAMHILL COUNTY, OREGON; THENCE EAST 66 FEET ALONG THE NORTH LINE OF FULTON STREET; THENCE NORTH 100 FEET; THENCE WEST 66 FEET; THENCE SOUTH 100 FEET TO THE PLACE OF BEGINNING.

PARCEL 24:

PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET 200 FEET EAST OF THE EAST LINE OF EAST STREET IN NEWBERG; THENCE EAST 82 FEET; THENCE NORTH 100 FEET; THENCE WEST 82 FEET; THENCE SOUTH 100 FEET TO THE PLACE OF BEGINNING.

PARCEL 25:

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET AND 136 FEET EAST OF THE EAST LINE OF CENTER STREET; THENCE NORTH 100 FEET; THENCE EAST 64 FEET; THENCE SOUTH 100 FEET; THENCE WEST 64 FEET TO THE POINT OF BEGINNING.

PARCEL 26:

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET AND 72 FEET EAST OF THE EAST LINE OF CENTER STREET; THENCE NORTH 100 FEET; THENCE EAST 64 FEET; THENCE SOUTH 100 FEET. THENCE WEST 64 FEET TO THE POINT OF BEGINNING.

PARCEL 27:

UNITS 101L AND CP 101L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 28:

UNITS 102L AND CP 102L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 29: UNITS 103L AND CP 103L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 30:

UNITS 104L AND CP 104L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 31:

UNITS 105L AND CP 105L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 32:

UNITS 106L AND CP 106L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 33:

UNITS 201U AND CP 201U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 34:

UNITS 202U AND CP 202U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 35:

UNITS 203U AND CP 203U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION, RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 36:

UNITS 204U AND CP 204U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 37:

UNITS 205U AND CP 205U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 38:
UNITS 206U AND CP 206U, OF FRIENDSVIEW VILLAGE IN THE: CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST BREACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 104 PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 39:
LOT 2, OAK MEADOWS II, IN THE CITY OF NEWBERG, YAMHILL COUNTY, STATE OF OREGON.



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

Customer Ref.: 909 Fulton Street
Order No.: 471819078555
Effective Date: February 5, 2019 at 08:00 AM
Charge: \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Helen R. Cadd, Trustee, or her successor in trust, under the Cadd Living Trust, dated May 18, 1995, and any amendments thereto

Premises. The Property is:

(a) Street Address:

909 Fulton Street, Newberg, OR 97132

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$3,105.09
Levy Code: 29.0
Account No.: 35303
Map No.: R3217CB 01000

1. City Liens, if any, in favor of the City of Newberg.
2. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$114,000.00
Dated: June 10, 2009
Trustor/Grantor: Helen R. Cadd
Trustee: First American Title
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Plaza Home Mortgage, Inc.
Loan No.: 1809053527/MIN: 100109800001140913
Recording Date: June 16, 2009
Recording No.: 200909208

NOTE: Based on recitals in the trust deed or an assignment of the trust deed, it appeared that Plaza Home Mortgage, Inc. was the then owner of the indebtedness secured by the trust deed. It may be possible, for a MERS trust deed, to obtain information regarding the current owner of the indebtedness and the servicer, if any, by contacting MERS at 888-679-6377 or through the MERS website.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Entitled: Public Sidewalk Easement
In favor of: City of Newberg
Purpose: Public sidewalk
Recording Date: February 3, 2017
Recording No: 201701882
Affects: Reference is hereby made to said document for full particulars

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark
503-535-3743
Deborah.Clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

A tract of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian, in the City of Newberg, County of Yamhill, State of Oregon, being more particularly described as follows:

Beginning at a point on the North line of Fulton Street, 100 feet East of the Northeast corner of the intersection of Meridian and said Fulton Street in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in the City of Newberg in Yamhill County, Oregon; thence East 100 feet to the West line of East Street (now Center Street); thence North 128 feet along the West line of said Center Street; thence West 100 feet; thence South 128 feet to the Point of Beginning.

SAVE AND EXCEPTING THEREFROM that portion conveyed to Robert Laughland and wife, by Deed recorded August 1, 1978 in Film Volume 131, Page 939, Deed and Mortgage Records.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY



After recording return to:
Helen R. Cadd, Trustee
909 Fulton St.
Newberg, OR 97132

Until a change is requested all tax statements
shall be sent to the following address:
same as above

File No.: 1032-1403172 (JW)
Date: June 11, 2009

THIS SPACE RESERVED FOR RECORDER'S USE

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK



\$36.00

00326778200900092110030038

200909211

1:44:50 PM 6/16/2009

DMR-DDMR Cnt=1 Str=3 SUSIE
\$15.00 \$10.00 \$11.00

STATUTORY BARGAIN AND SALE DEED

Helen R. Cadd, Grantor, conveys to **Helen R. Cadd and Yvonne Cadd Everly, Co-Trustees, or their successors in trust, under the Cadd Living Trust, dated May 18, 1995 and any amendments thereto**, Grantee, the following described real property:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is **\$None**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007.

Dated this 11th day of June, 2009.

APN: 35303

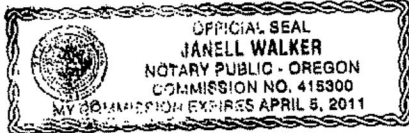
Bargain and Sale Deed
- continued

File No.: 1032-1403172 (JW)
Date: 06/11/2009

Helen R. Cadd
Helen R. Cadd

STATE OF Oregon)
County of Yamhill) ss.

This instrument was acknowledged before me on this 11th day of June, 2009
by **Helen R. Cadd**.



Janell Walker
Janell Walker
Notary Public for Oregon
My commission expires: 4-5-11

APN: 35303

Bargain and Sale Deed
- continuedFile No.: 1032-1403172 (JW)
Date: 06/11/2009**EXHIBIT A**

LEGAL DESCRIPTION: Real property in the County of Yamhill, State of Oregon, described as follows:

BEGINNING at a point on the North line of Fulton Street, 100 feet East of the Northeast corner of the intersection of Meridian and said Fulton Street in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in the City of Newberg in Yamhill County, Oregon; thence East 100 feet to the West line of East Street (now Center Street); thence North 128 feet along the West line of said Center Street; thence West 100 feet; thence South 128 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to Robert Laughland and wife, by deed recorded August 1, 1978 in Film Volume 131, Page 939, Deed and Mortgage Records.



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

Customer Ref.: 814 N Center Street
Order No.: 471819078558
Effective Date: January 31, 2019 at 08:00 AM
Charge: \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Friendsview Manor, an Oregon non-profit corporation, which acquired title as Friendsview Manor, Inc.

Premises. The Property is:

(a) Street Address:

814 N Center Street, Newberg, OR 97132

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$2,221.04
Levy Code: 29.0
Account No.: 35394
Map No.: R3217CB 01500

1. City Liens, if any, in favor of the City of Newberg.
2. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: September 23, 2015
Recording No: 201515118

Said instrument provides or establishes: Among other matters, said Declaration of Deed Restriction appears to consolidate the herein described premises with adjoining properties and prevents its sale separate from said adjoining parcels.

4. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$42,140,000.00
Dated: August 1, 2016
Trustor/Grantor: Friendsview Manor, dba Friendsview Retirement Community, an Oregon nonprofit corporation
Trustee: First American Title Insurance Company
Beneficiary: U.S. Bank National Association, a national banking association
Loan No.: Not Disclosed
Recording Date: August 4, 2016
Recording No.: 201612003

Affects: The herein described Land and other land.

5. Any easements or rights of way for existing utilities or other rights of way over those portions of said Land lying within the public right of way vacated by resolution or ordinance

Recording Date: August 5, 2016
Recording No: 201612162
Affects: Portion lying in vacated Cherry Street

Ticor Title Company of Oregon
Order No. 471819078558

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark
503-535-3743
Deborah.Clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

A tract of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian, in the City of Newberg, County of Yamhill, State of Oregon, being more particularly described as follows:

Beginning at a point 1069.45 feet South and 1769.57 feet West from the Northeast corner of the Daniel D. Deskens Donation Land Claim No. 54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said beginning point also being North 00°34' East 181.0 feet from the center of Fulton Street in the City of Newberg; thence North 00°34' East 49.0 feet to an iron pipe; thence North 89°59' East 90.0 feet to an iron pipe; thence South 00°34' West 49.0 feet to an iron pipe; thence South 89°59' West 90.0 feet to an iron pipe at the Point of Beginning.

TOGETHER WITH that portion of Cherry Street, which would inure thereto, by reason of its vacation, as disclosed by City of Newberg Ordinance No. 2015-2791, recorded August 5, 2016, as Instrument No. 201612162, Deed and Mortgage Records of Yamhill County, Oregon.

LIMITATIONS OF LIABILITY

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END OF THE LIMITATIONS OF LIABILITY

Grantors:
 Friendsview Manor, Inc. as titled on
 Exhibit A
 1301 E. Fulton Street
 Newberg, Oregon 97132

Grantee:
 Friendsview Manor, Inc.
 1301 E. Fulton Street
 Newberg, Oregon 97132

After Recording Return to:
 John T. Bridges
 Brown, Tarlow, Bridges & Palmer
 535 East First Street
 Newberg, Oregon 97132

SEND TAX STATEMENTS TO:
 No Change

OFFICIAL YAMHILL COUNTY RECORDS
 BRIAN VAN BERGEN, COUNTY CLERK

201612411



\$101.00

00491470201600124110130130

08/11/2016 10:47:36 AM

DMR-DDMR Cnts1 Str=2 MILLSA
 \$65.00 \$5.00 \$11.00 \$20.00

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that Friendsview Manor Inc., who acquired title as the entities listed in **EXHIBIT A** (hereinafter "Grantors"), convey unto Friendsview Manor, Inc. (hereinafter "Grantee"), all of that certain vested interest in the real property parcels, together with tenements, hereditaments and appurtenances thereunto belong or in any way appertaining, situated in Yamhill County, State of Oregon, described as follows:

SEE EXHIBIT B

To Have and to Hold the same unto grantee forever.

The true consideration for this conveyance stated in terms of dollars is None. However, the actual consideration consists of unifying all of the properties under the correct, single named entity.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to business, other entities and to individual

IN WITNESS WHEREOF, grantor has executed this instrument on 5th day of August, 2016; any signature on behalf of a business or other entity is made with the authority of that entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FREE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.306, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.306, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

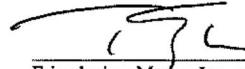
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(Notarization on next page)

GRANTOR:



Friendsview Manor, Inc., who acquired title as (see Exhibit A)

By: Todd Engle

Its: Executive Director

STATE OF OREGON)

) ss.

County of Yamhill)



Subscribed and sworn to before me on this 5th day of August, 2016, by Todd Engle Executive Director of Friendsview Manor, Inc.

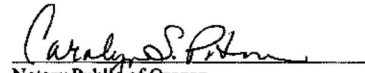

Notary Public of Oregon

EXHIBIT A

Friendsview Manor, a corporation
(as to Parcels 3 and 12)¹

Friendsview Manor, an Oregon corporation
(as to Parcels 1, 2, 4, 5, 6, 7, 8, 9, 19, and 21)

Friendsview Manor
(as to Parcels 10, 11, 12, 17, 18, 23, 26, 28, 29, and 34)

Friendsview Manor, an Oregon non-profit corporation
(as to Parcels 20, 27, 30, 33, 35, 36, 27, and 38)

Friendsview Manor Inc. dba Friendsview Retirement Community, an Oregon non-profit 501(c)3
Charitable Organization
(as to Parcel 15)

Friendsview Manor dba Friendsview Retirement Community, an Oregon non-profit corporation
(as to Parcels 14, 16, and 39)

Friendsview Manor dba Friendsview Retirement Community
(as to Parcels 24 and 25)

Friendsview Manor Inc. dba Friendsview Retirement Community
(as to Parcel 13)

Friendsview Manor, an Oregon religious corporation
(as to Parcel 22)

Friendsview Manor, Inc., an Oregon corporation
(as to Parcels 31 and 32)

¹ Parcel numbers correspond to number scheme on Exhibit B.

EXHIBIT B

Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 348 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON, SAID POINT BEING ALSO ON THE WEST LINE OF TRACT PLATTED AS HAZEL DELL; THENCE NORTH ALONG THE WEST LINE OF SAID HAZEL DELL 205 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID HAZEL DELL 387.29 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE NORTH 57°19'23.8" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 797.42 FEET; THENCE NORTH 70°00'26" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 82 FEET; THENCE NORTH 64°25'17.3" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 38.50 FEET; THENCE SOUTH 69°45'03.2" EAST 197.97 FEET; THENCE SOUTH 24°50'01.0" WEST 1103.79 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID FULTON STREET; THENCE WEST ALONG THE NORTH LINE OF SAID FULTON STREET 233.37 FEET TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO LOU C. MERRIAM AND WIFE BY DEED RECORDED MAY 3, 1944 IN BOOK 124, PAGE 356, DEED RECORDS; THENCE NORTH ALONG THE EAST LINE OF SAID MERRIAM TRACT 300 FEET; THENCE WEST 50 FEET TO THE EAST LINE OF TRACT CONVEYED TO CHARLES C. HAWORTH AND WIFE BY DEED RECORDED OCTOBER 13, 1948 IN BOOK 150, PAGE 691, DEED RECORDS; THENCE NORTH ALONG THE EAST LINE OF SAID HAWORTH TRACT 140 FEET TO THE NORTHEAST CORNER OF SAID HAWORTH TRACT; THENCE WEST ALONG THE NORTH LINE OF SAID HAWORTH TRACT 99 FEET; THENCE SOUTH ALONG THE WEST LINE OF SAID HAWORTH TRACT 235 FEET TO THE NORTHEAST CORNER OF TRACT CONVEYED TO ROY P. CLARK AND WIFE BY DEED RECORDED MAY 6, 1947 IN BOOK 142, PAGE 466, DEED RECORDS; THENCE WEST ALONG THE NORTH LINE OF SAID CLARK TRACT 126.07 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF NEWBERG, A MUNICIPAL CORPORATION, BY DEED RECORDED FEBRUARY 21, 1968 IN FILM VOLUME 66, PAGE 80 DEED AND MORTGAGE RECORDS.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 573.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 235 FEET; THENCE WEST 99 FEET; THENCE SOUTH 235 FEET; THENCE EAST 99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 623.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 95 FEET; THENCE WEST 50 FEET TO THE EAST LINE OF TRACT CONVEYED TO CHARLES C. HAWORTH AND BERTHA M. HAWORTH, BY DEED RECORDED OCTOBER 13, 1948 IN BOOK 150, PAGE 691, DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH ALONG THE EAST LINE OF SAID HAWORTH TRACT, 95 FEET; THENCE EAST 50 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF THE EAST PART OF THE DANIEL C. DESKINS DONATION LAND CLAIM NO. 54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR BY DEED RECORDED AUGUST 14, 1959 IN FILM VOLUME 6, PAGE 856, DEED AND MORTGAGE RECORDS, SAID POINT BEING SOUTH 984.7 FEET AND WEST 819.8 FEET FROM THE NORTHEAST CORNER OF SAID DESKINS DONATION LAND CLAIM; THENCE NORTH ALONG THE EAST LINE OF SAID FRIENDSVIEW MANOR TRACT; NORTH 24°50' EAST A DISTANCE OF 776.35 FEET TO THE SOUTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO GLADYS A. GREER BY DEED RECORDED APRIL 9, 1953 IN BOOK 169, PAGE 373, DEED RECORDS; THENCE SOUTH 69°45' EAST 87.30 FEET ALONG THE SOUTH LINE OF SAID GREER TRACT TO A POINT; THENCE SOUTH 21°22' WEST 560.90 FEET ALONG A FENCE TO THE NORTH LINE OF A CERTAIN TRACT OF LAND CONVEYED TO V.E. POOLE AND ALICE B. POOLE BY DEED RECORDED MARCH 2, 1942 IN BOOK 119, PAGE 311, DEED RECORDS; THENCE WEST 88.84 FEET TO THE NORTHWEST CORNER OF SAID POOLE TRACT; THENCE SOUTH 00°20' WEST 152.00 FEET ALONG THE WEST LINE OF SAID POOLE TRACT TO A POINT; THENCE WEST 113.88 FEET TO THE NORTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED BY MINNIE B. OWEN BY DEED RECORDED JULY 11, 1960 IN FILM VOLUME 11, PAGE 798, DEED AND MORTGAGE RECORDS, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO GEORGE FOX COLLEGE BY DEED RECORDED APRIL 28, 1995 IN INSTRUMENT NO. 199505215, DEED AND MORTGAGE RECORDS.

PARCEL 5:

PART OF THE DANIEL C. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°20' WEST 1038.60 FEET AND WEST 709.50 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM, SAID POINT BEING ALSO THE NORTHWEST CORNER OF BLOCK 2 OF BENSON'S ADDITION TO NEWBERG IN YAMHILL COUNTY, OREGON; THENCE SOUTH 00°20' WEST PARALLEL TO THE EAST LINE OF SAID CLAIM 177.23 FEET; THENCE WEST 215.52 FEET TO AN IRON PIPE SET FOR THE INITIAL POINT OF THE PLAT OF HAZEL DELL; THENCE NORTH 24°50' EAST ALONG THE EAST LINE OF SAID HAZEL DELL 267.66 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 00°20' EAST 66 FEET AND WEST 104.79 FEET FROM THE POINT OF BEGINNING; THENCE EAST 104.79 FEET; THENCE SOUTH 00°20' WEST 66 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO CITY OF NEWBERG, A MUNICIPAL CORPORATION, BY DEED RECORDED FEBRUARY 21, 1968 IN FILM VOLUME 66, PAGE 80, DEED AND MORTGAGE RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO GEORGE FOX COLLEGE BY DEED RECORDED APRIL 28, 1995 IN INSTRUMENT NO. 199505215, DEED AND MORTGAGE RECORDS.

PARCEL 6:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET 348 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO HARLAN T. JONES AND WIFE BY DEED RECORDED FEBRUARY 19, 1942 IN BOOK 119, PAGE 267, DEED RECORDS; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET ALONG THE WEST LINE OF A TRACT PLATTED AS HAZEL DELL, NOW VACATED, 205 FEET TO THE SOUTHERLY BOUNDARY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR, AN OREGON CORPORATION, BY DEED RECORDED AUGUST 14, 1959 IN FILM VOLUME 6, PAGE 856, DEED AND MORTGAGE RECORDS; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY LINE 66.07 FEET TO THE NORTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO AMOS G. JONES BY DEED RECORDED APRIL 4, 1952 IN BOOK 165, PAGE 193, DEED RECORDS; THENCE SOUTH ALONG THE WEST LINE OF SAID AMOS G. JONES TRACT, SAID LINE BEING PARALLEL WITH THE EAST LINE OF SAID EAST STREET 205 FEET TO THE NORTH LINE OF SAID FULTON STREET; THENCE WEST ALONG THE NORTH LINE OF SAID FULTON

STREET 66.07 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID PREMISES CONVEYED BY ROY P. CLARK AND WIFE TO FRANK L. HILL AND WIFE BY DEED RECORDED JUNE 11, 1947 IN BOOK 143, PAGE 246, DEED RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 348 FEET EAST AND 100 FEET NORTH OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON; THENCE NORTH 105 FEET PARALLEL WITH THE EAST LINE AT EAST STREET TO THE SOUTH LINE OF SAID CHERRY STREET; THENCE EAST FOLLOWING THE SOUTH LINE OF SAID CHERRY STREET 16 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET 105 FEET; AND THENCE WEST 16 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 623.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF NORTH CENTER STREET, FORMERLY KNOWN AS EAST STREET WITH THE NORTH LINE OR SAID FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET; THENCE WEST 50 FEET TO THE EAST LINE OF TRACT CONVEYED TO CHARLES C. HAWORTH AND BERTHA M. HAWORTH BY DEED RECORDED OCTOBER 13, 1948 IN BOOK 150, PAGE 691, DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH ALONG THE EAST LINE OF SAID HAWORTH TRACT 205 FEET; THENCE EAST 50 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

BEGINNING ON THE NORTH LINE OF FULTON STREET 573.07 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) WITH THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE NORTH 205 FEET; THENCE WEST 99 FEET; THENCE SOUTH 205 FEET; THENCE EAST 99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 9:

THE EAST 60 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT: BEGINNING AT THE NORTH LINE OF FULTON STREET, 348 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF SAID FULTON STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET, 205 FEET TO THE SOUTH LINE OF SAID CHERRY STREET; THENCE EAST FOLLOWING THE SOUTH LINE OF SAID CHERRY STREET, 126.07 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID EAST STREET 205 FEET TO THE NORTH LINE OF SAID FULTON STREET AND THENCE WEST FOLLOWING THE NORTH LINE OF SAID FULTON STREET, 135.07 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

TRACT A:

PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT SOUTH 00°20'00" WEST 1038.60 FEET AND WEST 709.50 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM NO. 54, A POINT ON THE EAST LINE OF A CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR BY DEED RECORDED AUGUST 14, 1959 IN BOOK 11, PAGE 1698, DEED RECORDS, SAID POINT ALSO BEING A 5/8" IRON ROD FROM THE NORTHWEST CORNER OF BLOCK 2 OF BENSON'S ADDITION TO NEWBERG, IN YAMHILL COUNTY, OREGON; THENCE NORTH 00°20'00" EAST 66.18 FEET TO A 5/8" IRON ROD; THENCE SOUTH 88°37'29" EAST 8.97 FEET, TO THE SOUTHWEST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO GEORGE FOX COLLEGE BY DEED RECORDED MARCH 5, 1965 IN BOOK 43, PAGE 711, DEED RECORDS, SAID POINT BEING A 5/8" IRON ROD; THENCE NORTH 00°38'15" EAST 100.00 FEET ALONG THE WEST LINE OR SAID TRACT CONVEYED

TO GEORGE FOX COLLEGE TO A 5/8" IRON ROD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00°38'15" EAST 52.14 FEET TO A 5/8" IRON ROD, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT CONVEYED TO GEORGE FOX COLLEGE; THENCE SOUTH 89°57'08" EAST 28.41 FEET ALONG THE NORTH LINE OF SAID TRACT, TO A 5/8" IRON ROD; THENCE SOUTH 29°05'30" WEST 59.64 FEET TO THE POINT OF BEGINNING.

TRACT B:

PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM #54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 00°19'59" WEST 349.33 FEET AND NORTH 69°45'03" WEST 210.00 FEET FROM THE NORTHEAST CORNER OF SAID CLAIM #54; THENCE NORTH 69°45'03" WEST 190.90 FEET TO A 5/8" IRON ROD ON THE SOUTHERLY LINE OF PARTITION PLAT NO. 90-50, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 69°45'03" WEST 80.68 FEET TO A 5/8" IRON ROD FOUND ON THE SOUTHERLY LINE OF PARTITION PLAT NO. 90-50; THENCE SOUTH 23°33'42" WEST 94.31 FEET TO A 5/8" IRON ROD; THENCE SOUTH 71°23'23" EAST 86.45 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO FRIENDSVIEW MANOR BY DEED RECORDED JANUARY 30, 1962, IN DEED BOOK 20, PAGE 928, DEED RECORDS; THENCE NORTH 20°04'19" EAST 91.68 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 245 FEET NORTH AND 140 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF EAST STREET WITH THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG; THENCE EAST 100 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF HAZEL DELL TO THE SOUTHERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 57°08' WEST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY TO THE MOST NORTHERLY CORNER OF A TRACT CONVEYED BY JOHN ILLIG TO EDWARD H. BENFORD BY DEED RECORDED SEPTEMBER 27, 1884 IN BOOK 90, PAGE 625, DEED RECORDS; THENCE SOUTH 205.34 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 12:

TRACT A:

BEING A PART OF THE DONATION LAND CLAIM OF DANIEL D. DESKINS, CLAIM NO. 54, NOTIFICATION NO. 1475 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF CENTER STREET, 245 FEET NORTH OF THE NORTH LINE OF FULTON STREET AS PLATTED AND DEDICATED BY CHRISTINE CLEMENSON AND J.C. CLEMENSON, HER HUSBAND, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, AND RUNNING THENCE EAST 90 FEET TO A POINT WHICH MARKED THE BEGINNING POINT OF THE TRACT HEREIN CONVEYED; THENCE NORTH TO THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY ALONG A LINE PARALLEL WITH AND 90 FEET EAST OF THE EAST LINE OF CENTER STREET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY TO A POINT IN THE EAST LINE OF A TRACT OF LAND CONVEYED BY JOHN ILLIG TO EMILY BINFORD AND EDWARD M. BINFORD, BY DEED DATED JUNE 30, 1924, RECORDED SEPTEMBER 27, 1924, IN BOOK 90, PAGE 625, DEED RECORDS OF YAMHILL COUNTY, OREGON; THENCE SOUTH ABOUT 210 FEET TO THE SOUTHEAST CORNER OF THE LATTER DESCRIBED TRACT; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING.

TRACT B:

BEING A PART OF THE DONATION LAND CLAIM OF DANIEL D. DESKINS, CLAIM NO. 54, NOTIFICATION NO. 1475 IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) 245 FEET NORTH OF THE NORTH LINE OF FULTON STREET AS PLATTED AND DEDICATED BY CHRISTINE CLEMENSON AND J.C. CLEMENSON, HER HUSBAND, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, AND RUNNING THENCE EAST 82 FEET TO THE TRUE PLACE OF BEGINNING; THENCE EAST 8 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTH CENTER STREET TO THE SOUTH LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID RIGHT OF WAY TO A POINT DIRECTLY NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID NORTH CENTER STREET TO THE TRUE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 13:**TRACT A:**

BEING A PART OF THE DONATION LAND CLAIM OF DANIEL D. DEEKINS, CLAIM NO. 54, NOTIFICATION NO. 1475, IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) 245 FEET NORTH OF THE NORTH LINE OF FULTON STREET AS PLATTED AND DEDICATED BY CHRISTINE CLEMENSON AND J.C. CLEMENSON, HER HUSBAND, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; AND RUNNING THENCE EAST 82 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET) TO THE SOUTH LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID RIGHT OF WAY TO THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET); THENCE SOUTH ALONG THE EAST LINE OF NORTH CENTER STREET (FORMERLY EAST STREET); 120 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CENTER STREET INURING THERETO BY VACATION ORDINANCE NO. 2062 RECORDED ON AUGUST 27, 1981 IN FILM VOLUME 163, PAGE 1407, YAMHILL COUNTY RECORDS.

TRACT B:

THE WEST 1/2 OF THAT CERTAIN VACATED STREET AS PER VACATION ORDINANCE NO. 2062 DATED AUGUST 3, 1981, CITY OF NEWBERG, YAMHILL COUNTY, OREGON, AND AS RECORDED AUGUST 27, 1981 IN FILM VOLUME 163, PAGE 1407-1408, DEED RECORDS OF YAMHILL COUNTY, OREGON.

PARCEL 14:

BEING A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF EAST STREET AND 100 FEET NORTH OF THE NORTH LINE OF FULTON STREET IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; AND RUNNING THENCE WEST 100 FEET; THENCE NORTH TO THE SOUTH LINE OF SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID RAILROAD RIGHT OF WAY TO THE WEST LINE OF SAID EAST STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST STREET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 103 FEET AS CONVEYED TO LEANDER A. CROCKETT ET UX BY DEED RECORDED FEBRUARY 24, 1951, IN BOOK 160, PAGE 678, DEED RECORDS.

PARCEL 15:

BEING A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 75 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

BEGINNING AT A POINT ON THE WEST LINE OF EAST STREET, NOW NORTH CENTER STREET, AND 100 FEET NORTH OF THE NORTH LINE OF FULTON STREET, IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; AND RUNNING THENCE WEST 100 FEET; THENCE NORTH 103 FEET; THENCE EAST 100 FEET TO THE WEST LINE OF SAID EAST STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST STREET TO THE PLACE OF BEGINNING.

PARCEL 16:

BEGINNING AT A POINT ON THE WEST LINE OF EAST STREET (NOW NORTH CENTER STREET) IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON, SAID POINT BEING 128 FEET NORTH OF THE NORTH LINE OF FULTON STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO IVAN L. ADAMS, ET UX, BY DEED RECORDED JULY 2, 1976 IN FILM VOLUME 113, PAGE 419, DEED AND MORTGAGE RECORDS; THENCE WEST ALONG THE SOUTH LINE OF SAID ADAMS TRACT 100 FEET; THENCE SOUTH 50 FEET; THENCE EAST 100 FEET TO THE WEST LINE OF SAID NORTH CENTER STREET; THENCE NORTH 50 FEET TO THE PLACE OF BEGINNING.

PARCEL 17:

BEGINNING AT POINT 290 FEET EAST OF THE INTERSECTION OF THE SOUTH LINE OF CHERRY STREET WITH THE EAST LINE OF EAST STREET (NOW NORTH CENTER STREET) IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON; THENCE EAST ALONG THE SOUTH LINE OF CHERRY STREET AND THE SAME EXTENDED A DISTANCE OF 73 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO FRANK L. HILL AND BELVA E. HILL BY DEED RECORDED IN BOOK 143, PAGE 246, DEED RECORDS; THENCE SOUTH ALONG THE EAST LINE OF THE HILL TRACT, 105 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST 72 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO FRANK AND BELVA E. HILL BY DEED RECORDED IN BOOK 108, PAGE 232, DEED RECORDS; THENCE NORTH ALONG THE WEST LINE OF THE HILL TRACT, 105 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 18:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 0°34' WEST 20 FEET AND NORTH 89°59' EAST 310 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CHERRY STREET AND CENTER STREET IN SAID CITY OF NEWBERG; THENCE SOUTH 00°34' WEST 105 FEET; THENCE SOUTH 89°59' WEST 5 FEET; THENCE NORTH 00°34' EAST 105 FEET; THENCE NORTH 89°59' EAST 5 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 19:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 00°34' WEST 20 FEET AND NORTH 89°59' EAST 240 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CHERRY AND CENTER STREETS IN SAID CITY OF NEWBERG; THENCE SOUTH 00°34' WEST 105 FEET; THENCE NORTH 89°59' EAST 70 FEET; THENCE NORTH 00°34' EAST 105 FEET; THENCE SOUTH 89°59' WEST 70 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE EAST 5 FEET.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 20:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 00°34' WEST 20 FEET AND NORTH 89°59' EAST 175 FEET FROM THE INTERSECTION OF THE CENTER LINE OF CHERRY AND CENTER STREETS IN SAID CITY OF NEWBERG; THENCE NORTH 89°59' EAST ALONG THE SOUTH LINE OF CHERRY STREET, 65 FEET; THENCE SOUTH 00°34' WEST 105 FEET; THENCE SOUTH 89°59' WEST 65 FEET; THENCE NORTH 00°34' EAST 105 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 21:

BEGINNING AT A POINT ON THE SOUTH LINE OF CHERRY STREET IN THE CITY OF NEWBERG, IN YAMHILL COUNTY, OREGON, SAID POINT BEING SOUTH 00°34' WEST 20 FEET AND NORTH 89°59' EAST 175 FEET FROM THE INTERSECTION OF THE CENTER LINES OF CHERRY AND CENTER STREETS IN SAID CITY OF NEWBERG; THENCE SOUTH 00°34' WEST 105 FEET; THENCE SOUTH 89°59' WEST 65 FEET; THENCE NORTH 00°34' EAST 105 FEET; THENCE NORTH 89°59' EAST 65 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 22:

BEGINNING AT A POINT 1069.45 FEET SOUTH AND 1769.57 FEET WEST FROM THE NORTHEAST CORNER OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, SAID BEGINNING POINT ALSO BEING NORTH 00°34' EAST 181.0 FEET FROM THE CENTER OF FULTON STREET IN THE CITY OF NEWBERG; THENCE NORTH 20°34' EAST 49.0 FEET TO AN IRON PIPE; THENCE NORTH 89°59' EAST 90 FEET TO AN IRON PIPE; THENCE SOUTH 00°34' WEST 49.0 FEET TO AN IRON PIPE; THENCE SOUTH 89°59' WEST 90.0 FEET TO AN IRON PIPE AT THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED CHERRY STREET INURING THERETO BY VACATION ORDINANCE NO. 2015-2791

PARCEL 23:

A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET, 282 FEET EAST OF THE EAST LINE OF EAST STREET IN NEWBERG, YAMHILL COUNTY, OREGON; THENCE EAST 66 FEET ALONG THE NORTH LINE OF FULTON STREET; THENCE NORTH 100 FEET; THENCE WEST 66 FEET; THENCE SOUTH 100 FEET TO THE PLACE OF BEGINNING.

PARCEL 24:

A PART OF THE DANIEL D. DESKINS DONATION LAND CLAIM NO. 54 IN TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET 200 FEET EAST OF THE EAST LINE OF EAST STREET IN NEWBERG; THENCE EAST 82 FEET; THENCE NORTH 100 FEET; THENCE WEST 82 FEET; THENCE SOUTH 100 FEET TO THE PLACE OF BEGINNING.

PARCEL 25:

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET AND 136 FEET EAST OF THE EAST LINE OF CENTER STREET; THENCE NORTH 100 FEET; THENCE EAST 64 FEET; THENCE SOUTH 100 FEET; THENCE WEST 64 FEET TO THE POINT OF BEGINNING.

PARCEL 26:

A TRACT OF LAND LOCATED IN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FULTON STREET AND 72 FEET EAST OF THE EAST LINE OF CENTER STREET; THENCE NORTH 100 FEET; THENCE EAST 64 FEET; THENCE SOUTH 100 FEET. THENCE WEST 64 FEET TO THE POINT OF BEGINNING.

PARCEL 27:

UNITS 101L AND CP 101L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 28:

UNITS 102L AND CP 102L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 29: UNITS 103L AND CP 103L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 30:

UNITS 104L AND CP 104L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 31:

UNITS 105L AND CP 105L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 32:
UNITS 106L AND CP 106L, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 33:
UNITS 201U AND CP 201U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 34:
UNITS 202U AND CP 202U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 35:
UNITS 203U AND CP 203U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION, RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 36:
UNITS 204U AND CP 204U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 37:
UNITS 205U AND CP 205U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST FOR EACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 109, PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 38:
UNITS 206U AND CP 206U, OF FRIENDSVIEW VILLAGE IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

TOGETHER WITH AN UNDIVIDED ONE-TWELFTH (1/12) INTEREST BREACH OF SAID UNITS IN AND TO THE COMMON ELEMENTS AND FACILITIES AS SET FORTH IN THE FINAL DECLARATION RECORDED DECEMBER 2, 1975 FILM VOLUME 109, PAGE 790 AND RE-RECORDED ON DECEMBER 29, 1975 IN FILM VOLUME 104 PAGE 1790, DEED AND MORTGAGE RECORDS.

PARCEL 39:
LOT 2, OAK MEADOWS II, IN THE CITY OF NEWBERG, YAMHILL COUNTY, STATE OF OREGON.



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

Customer Ref.: 810 N Center Street
Order No.: 471819078559
Effective Date: January 31, 2019 at 08:00 AM
Charge: \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Friendsview Manor, an Oregon non-profit corporation, which acquired title as Friendsview Manor, Inc. an Oregon non-profit, public benefit, corporation

Premises. The Property is:

(a) Street Address:

810 N Center Street, Newberg, OR 97132

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year:	2018-2019
Amount:	\$3,242.04
Levy Code:	29.0
Account No.:	35410
Map No.:	R3217CB 01600

1. City Liens, if any, in favor of the City of Newberg.
2. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
3. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark
503-535-3743
Deborah.Clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

PARCEL 1:

A tract of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

Beginning at an iron pipe set 1125.45 feet South and 1770.12 feet West from the Northeast corner of the Daniel D. Deskins Donation Land Claim No. 54 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon. said beginning point also being North 00°34' East 125.0 feet from the center of Fulton Street, City of Newberg; thence North 00°34' East 56 feet to an iron pipe; thence North 89°59' East 90 feet to an iron pipe; thence South 00°34' West, 56 feet to an iron pipe; thence South 89°59' West, 90 feet to the point of beginning.

PARCEL 2:

A tract of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

The North 24 feet of the following described tract of land:

Part of the D.D. Deskins Donation Land Claim No. 54 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning 25 feet North of the Southwest corner of land conveyed to John Illig by deed recorded September 24, 1904 in Book 47, Page 2, Deed Records; thence North along the West line of said tract, 100 feet; thence East parallel with the South line of said tract, 80 feet; thence South parallel with the West line of said tract, 100 feet; thence West 80 feet to the place of beginning.

SAVE AND EXCEPTING THEREFROM the Easterly 8 feet thereof conveyed to Chester E. Hanville and Doris T. Hanville, husband and wife, by Deed recorded July 22, 1965 in Film Volume 46, Page 834, Deed and Mortgage Records.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

RECORDING REQUESTED BY:
TICOR TITLE COMPANY

1433 SW 6th Avenue
 Portland, OR 97201

GRANTOR'S NAME:

H. Fred Mickelson and D. Joan Mickelson, Trustees, or their successors in trust, under the Mickelson Living Trust, dated December 23, 1996, and any amendments thereto

GRANTEE'S NAME:

Friendsview Manor, Inc.

AFTER RECORDING RETURN TO:

Order No.: 471817065093-KD
 Dave Hampton
 Friendsview Manor, Inc.
 1301 Fulton Street
 Newberg, OR 97132

SEND TAX STATEMENTS TO:

Friendsview Manor, Inc.
 1301 Fulton Street
 Newberg, OR 97132

APN: 35410

Map: R3217CB 01600

810 N Center Street, Newberg, OR 97132

Yamhill County Official Records		201714841
DMR-DDMR	09/14/2017 01:32:00 PM	
Str=0 MILLSA		
2Pgs \$10.00 \$11.00 \$5.00 \$20.00	\$46.00	
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records. Brian Van Bergen - County Clerk		

STATUTORY WARRANTY DEED

H. Fred Mickelson and D. Joan Mickelson, Trustees, or their successors in trust, under the Mickelson Living Trust dated December 23, 1996, and any amendments thereto, Grantor, conveys and warrants to Friendsview Manor, Inc., an Oregon non-profit, public benefit, corporation, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Yamhill, State of Oregon:

PARCEL 1: Beginning at an iron pipe set 1125.45 feet South and 1770.12 feet West from the Northeast corner of the Daniel D. Deskins Donation Land Claim No. 54 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon. said beginning point also being North 00°34' East 125.0 feet from the center of Fulton Street, City of Newberg; thence North 00°34' East 56 feet to an iron pipe; thence North 89°59' East 90 feet to an iron pipe; thence South 00°34' West, 56 feet to an iron pipe; thence South 89°59' West, 90 feet to the point of beginning.

PARCEL 2: A tract of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

The North 24 feet of the following described tract of land:

Part of the D.D. Deskins Donation Land Claim No. 54 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning 25 feet North of the Southwest corner of land conveyed to John Illig by deed recorded September 24, 1904 in Book 47, Page 2, Deed Records; thence North along the West line of said tract, 100 feet; thence East parallel with the South line of said tract, 80 feet; thence South parallel with the West line of said tract, 100 feet; thence West 80 feet to the place of beginning.

SAVE AND EXCEPTING THEREFROM the Easterly 8 feet thereof conveyed to Chester E. Hanville and Doris T. Hanville, husband and wife, by Deed recorded July 22, 1965 in Film Volume 46, Page 834, Deed and Mortgage Records.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00). (See ORS 93.030).

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR

TICOR TITLE - 471817065093

STATUTORY WARRANTY DEED

(continued)

215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 9/11/17

H. Fred Mickelson and D. Joan Mickelson, Trustees, or their successors in trust, under the Mickelson Living Trust, dated December 23, 1996, and any amendments thereto

BY: [Signature]
H. Fred Mickelson, Trustee

BY: [Signature]
D. Joan Mickelson, Trustee

State of Oregon
County of Yamhill

This instrument was acknowledged before me on September 11, 2017 by D. Joan Mickelson, as Trustee, of The Mickelson Living Trust and H. Fred Mickelson, as Trustee, of The Mickelson Living Trust.

[Signature]
Notary Public - State of Oregon

My Commission Expires: May 14, 2021

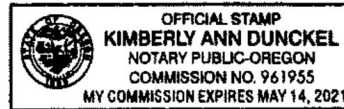


EXHIBIT "A" Exceptions

Subject to:

Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017/18.

Tax Identification No.: 35410

Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062

Customer Ref.: 800 N Center Street
Order No.: 471819078560
Effective Date: January 31, 2019 at 08:00 AM
Charge: \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

Friendsview Manor, an Oregon non-profit corporation, which acquired title as Friendsview Manor, Inc.

Premises. The Property is:

(a) Street Address:

800 N Center Street, Newberg, OR 97132

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year:	2018-2019
Amount:	\$1,805.98
Levy Code:	29.0
Account No.:	35624
Map No.:	R3217CB 02600

1. City Liens, if any, in favor of the City of Newberg.
2. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark
503-535-3743
Deborah.Clark@titlegroup.fntg.com
Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

Part of the D. D. Deskens Donation Land Claim No. 54 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning 25 feet North of the Southwest corner of land conveyed to John Illig, by Deed recorded September 24, 1904 in Book 47, Page 2, Deed Records; thence North along the West line of said tract, 100 feet; thence East, parallel with the South line of said tract, 80 feet; thence South, parallel with the West line of said tract, 100 feet; thence West 80 feet to the Point of Beginning.

SAVE AND EXCEPTING THEREFROM that portion conveyed to Chester E. Hanville and Doris T. Hanville in Deed recorded July 22, 1965 in Film Volume 46, Page 84; and that portion conveyed to Maurice G. Chandler and Ellouise Chandler in Deed recorded June 14, 1972 in Film Volume 89, Page 1928, Deed and Mortgage Records.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY



First American Title 2758371

After recording return to:
Friendsview Manor, Inc.
1301 Fulton St
Newberg, OR 97132

Until a change is requested all tax
statements shall be sent to the
following address:
Friendsview Manor, Inc.
1301 Fulton St
Newberg, OR 97132

File No.: 1032-2758371 (JLW)
Date: October 20, 2016

THIS SPACE RESERVED FOR RECORDER'S USE

Yamhill County Official Records **201616610**
DMR-DDMR
Str=0 MILLSA **10/25/2016 10:59:01 AM**
3Pgs \$15.00 \$11.00 \$5.00 \$20.00 **\$51.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
records.

Brian Van Bergen - County Clerk

STATUTORY WARRANTY DEED

Divonna S. Crecelius, as Trustee of the "Creclius Trust" (a revocable grantor type trust without set expiration date) dated May 28, 1991, Grantor, conveys and warrants to Friendsview Manor, Inc., Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$365,000.00**. (Here comply with requirements of ORS 93.030)

APN: 35624

Statutory Warranty Deed
- continued

File No.: 1032-2758371 (JLW)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 24 day of October, 2016.

Crecelius Trust

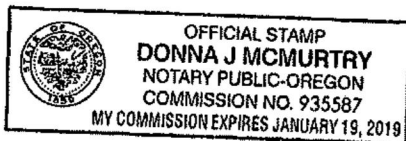
Divonna S. Crecelius, Trustee
Divonna Crecelius, Trustee

STATE OF Oregon)
) ss.
County of Yamhill)

This instrument was acknowledged before me on this 24 day of October, 2016
by Divonna S. Crecelius as Trustee of Crecelius Trust, on behalf of the Trust Dated May 28, 1991.

Dana J. McMurtry

Notary Public for Oregon

My commission expires: 1/19/2019

APN: 35624

Statutory Warranty Deed
- continued

File No.: 1032-2758371 (JLW)

EXHIBIT A

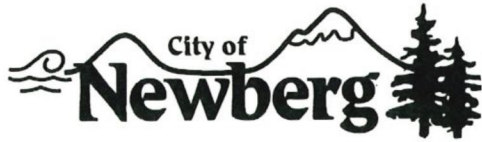
LEGAL DESCRIPTION: Real property in the County of Yamhill, State of Oregon, described as follows:

Part of the D. D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning 25 feet North of the Southwest corner of land conveyed to John Illig by Deed recorded September 24, 1904 in Book 47, Page 002, Deed Records; thence North along the West line of said tract 100 feet; thence East parallel with the South line of said tract 80 feet; thence South parallel with the West line of said tract 100 feet; thence West 80 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to Chester E. Hanville and Doris T. Hanville in deed recorded July 22, 1965 in Film Volume 46, Page 834; and that portion conveyed to Maurice G. Chandler and Ellouise Chandler in deed recorded June 14, 1972 in Film Volume 89, Page 1928

**Exhibit G: Public Notice Drafts and
Notification Address Labels**



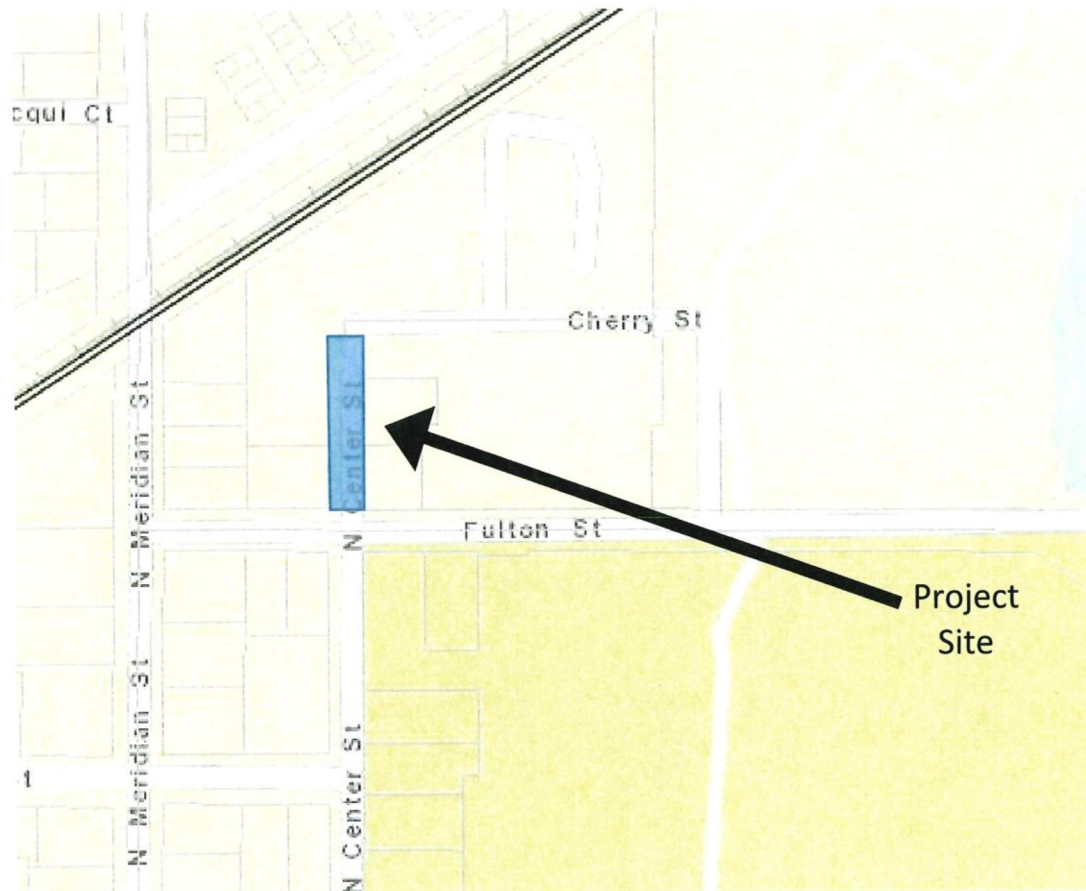
Community Development Department
 P.O. Box 970 • 414 E First Street • Newberg, Oregon 97132
 503-537-1240. Fax 503-537-1272 www.newbergoregon.gov

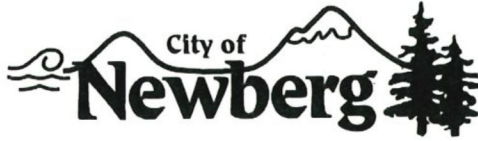
We Want Your Comments On a Proposed Street Closure in Your Neighborhood

? Vacation

A property owner in your neighborhood submitted an application to the City of Newberg to vacate a portion of N Center Street. The Newberg City Council will hold a public hearing on **(date of hearing)** at 7 p.m. at the Newberg Public Safety Building, 401 E Third Street, Newberg, OR, to evaluate the proposal. You are invited to take part in the City's review of this project by sending in your written comments or by testifying before the City Council. For more details about giving comments, please see the back of this sheet. This application would vacate a portion of N Center Street as shown in the map below.

APPLICANTS:	Friendsview Manor, Inc. and Cadd Living Trust
APPLICANT'S CONSULTANT:	AKS Engineering & Forestry, LLC—Mimi Doukas, AICP, RLA
TELEPHONE:	(503) 563-6151
EMAIL:	MimiD@aks-eng.com
PROPERTY OWNER:	N/A – Property is Right-of-Way
LOCATION:	North of the intersection of Fulton Street and N Center Street





Community Development Department

P.O. Box 970 • 414 E First Street • Newberg, Oregon 97132
503-537-1240. Fax 503-537-1272 www.newbergoregon.gov

We are mailing you information about this project because you own land within 100 feet of the planned road vacation. We invite you to participate in the land use hearing scheduled before the City Council. If you wish to participate in the hearing, you may do so in person or be represented by someone else.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments: File No. **File No.**

City of Newberg

Community Development

PO Box 970

Newberg, OR 97132

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. You can also buy copies of the information for a cost of 25 cents a page. A staff report relating to the proposal will be available for inspection at City Hall and on the city website (www.newbergoregon.gov) at no cost seven days prior to the public hearing. If you have any questions about the project, you can call the Newberg Community Development Department at 503-537-1240.

All written comments must be turned in by 4:30 p.m. on **_____, 2019**. Written testimony received after this date or at the hearing will be considered late, and will be accepted only by motion of the City Council.

Any issue that might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be raised during the public hearing process. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application to vacate a public right-of-way are found in ORS NO. 271.080.

Prior to the conclusion of the initial evidentiary hearing, any participant may request an opportunity to present additional evidence, arguments or testimony regarding the application through a continuance or extension of the record. Failure of an issue to be raised in the hearing, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue precludes appeal to the State Land Use Board of Appeals based on that issue.

The proposed vacation was initiated by the adjacent property owners on **(Date of initiation Hearing)** as outlined in Oregon Revised Statutes 271.080. If you participate in the public hearing process, either by testifying at the public hearing, or by sending in written comments, you will be sent information about any decision made by the City relating to this project.

Date Mailed: **_____, 2019**

Land Use Notice

FILE # _____

**PROPOSAL: Right-of-way vacation of portion of N
Center Street.**

FOR FURTHER INFORMATION, CONTACT:

City of Newberg
Community Development Department
414 E First Street
Phone: 503-537-1240

R3217CB 01400
Friendsview Manor
1301 Fulton St
Newberg, OR 97132

R3217CB 01100
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CB 00600
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CB 01700
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CC 01200
Riggan Michael D
912 Fulton St
Newberg, OR 97132

R3217CC 00200
George Fox University
1008 Fulton St
Newberg, OR 97132

R3217CB 01000
Cadd Helen R Everly Yvonne Cadd
909 Fulton St
Newberg, OR 97132

R3217CB 01300
Park David
804 N Meridian St APT 2
Newberg, OR 97132

R3217CB 00800
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CB 01500
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CB 02600
Friendsview Manor
1301 Fulton St
Newberg, OR 97132

R3217CC 01100
Robertson Rollin E
914 Fulton St
Newberg, OR 97132

R3217CB 00900
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CB 01200
Davis Thomas E
808 N Meridian St
Newberg, OR 97132

R3217CB 00700
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

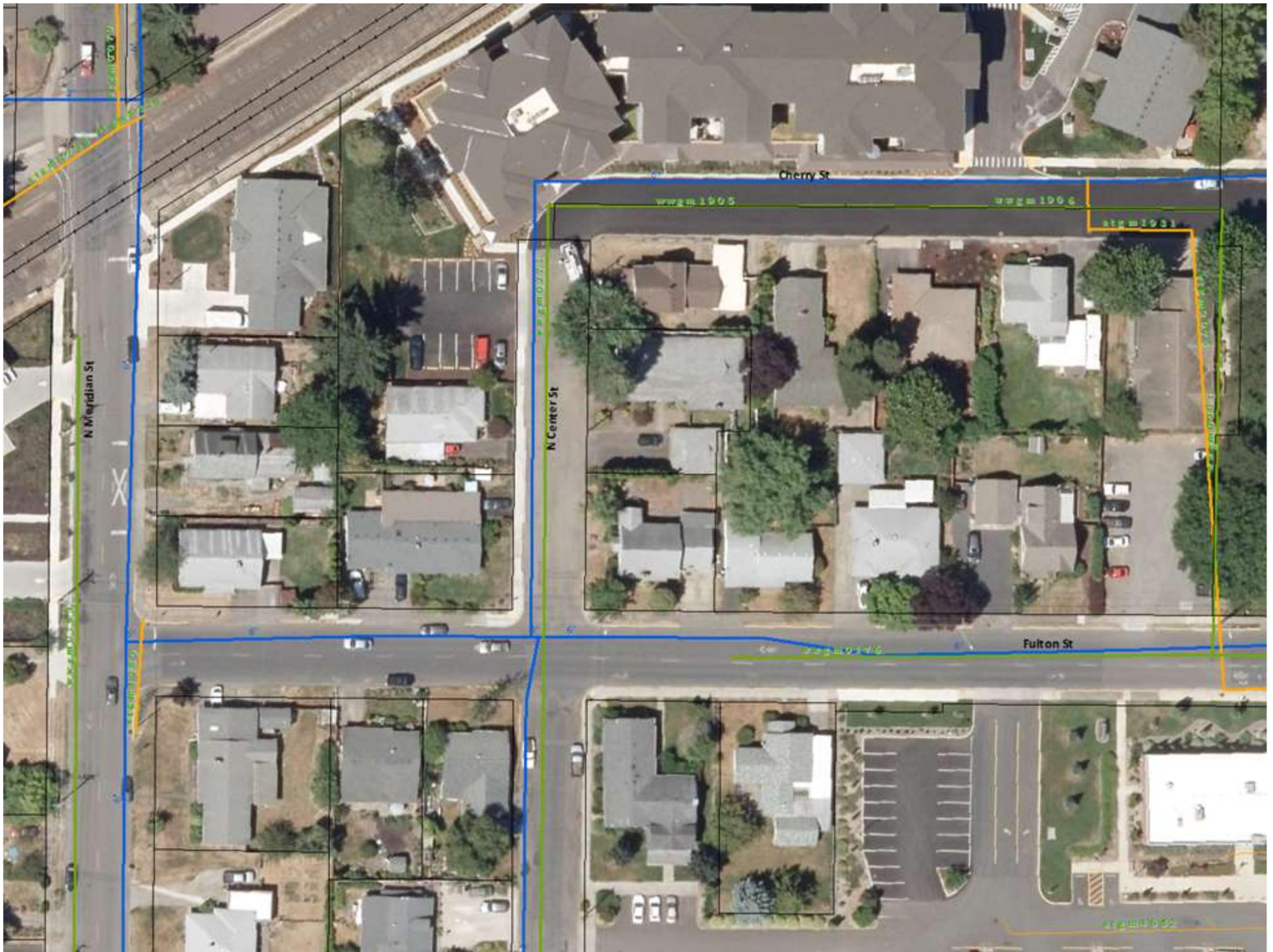
R3217CB 01600
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CB 02500
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

R3217CC 00100
George Fox University
422 N Meridian St
Newberg, OR 97132

R3217CB 01001
Friendsview Manor Inc
1301 Fulton St
Newberg, OR 97132

Attachment 2: Utility Map



Wastewater Mains

- Force Main
- Gravity Main

Water Mains

- Main
- NonPotable Main
- Reuse

Storm Pipes

- Collector

Attachment 3: City Staff, Agency, and Utility Comments

City of Newberg
 414 E. First Street
 P.O. Box 970
 Newberg, OR 97132



City Manager
 (503) 538-9421
 (503) 538-5013 Fax

Community Development Department - Planning Division
 P.O. Box 970 - 414 E. First Street - Newberg, Oregon 97132 - (503) 537-1240 - Fax (503) 537-1272

REFERRAL TO: Engineering , Brett Musick

The enclosed material has been referred to you for your information and comment. Any comments you wish to make should be returned to the Community Development Department prior to November 14, 2019. Please refer questions and comments to Cheryl Caines.

NOTE: Full size plans are available at the Community Development Department Office.

APPLICANT: Friendsview Manor, Inc. & Chadd Living Trust (Joint Applicants)

REQUEST: Vacating portion of N Center Street to allow for a future expansion of Friendsview Manor.

SITE ADDRESS:

LOCATION: Northeast of intersection of N Meridian St and Fulton St.

TAX LOT: R3217CB 00200

FILE NO: VAC19-0001

ZONE: R-2

HEARING DATE:

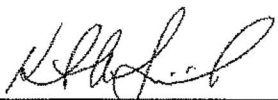
☐ Reviewed; no conflict.

☐ Reviewed; recommend denial for the following reasons:

☐ Require additional information to review. (Please list information required)

☐ Meeting requested.

☒ Comments. (Attach additional pages as needed)



Reviewed By:

11/7/19

 Date:

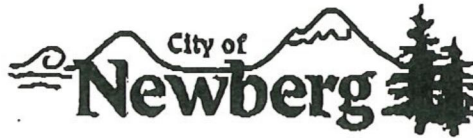
VAC19-0001 N Center St Vacation – Friendsview Manor

2019-11-07

Please include the following conditions of approval for the vacation of N Center Street:

1. The City shall retain a 15-foot wide public utility easement centered on the public waterline, a 15-foot wide public utility easement centered on the public sanitary sewer line, a 10-foot wide utility easement over Portland General Electric lines and equipment, a 10-foot wide utility easement over Frontier lines and equipment, and a 25-foot wide access easement for City emergency service vehicles, and franchise utility vehicles.
2. The applicant will be required to have a licensed surveyor prepare map and legal description exhibits for the utility access easements noted above, and submit to City staff for review and approval.

City of Newberg
414 E. First Street
P.O. Box 970
Newberg, OR 97132



City Manager
(503) 538-9421
(503) 538-5013 Fax

Community Development Department - Planning Division

P.O. Box 970 - 414 E. First Street - Newberg, Oregon 97132 - (503) 537-1240 - Fax (503) 537-1272

REFERRAL TO: **Frontier, Attn: Engineering**

The enclosed material has been referred to you for your information and comment. Any comments you wish to make should be returned to the Community Development Department prior to November 14, 2019. Please refer questions and comments to Cheryl Caines.

NOTE: Full size plans are available at the Community Development Department Office.

APPLICANT: Friendsview Manor, Inc. & Chadd Living Trust (Joint Applicants)

REQUEST: Vacating portion of N Center Street to allow for a future expansion of Friendsview Manor.

SITE ADDRESS:

LOCATION: Northeast of intersection of N Meridian St and Fulton St.

TAX LOT: R3217CB 00200

FILE NO: VAC19-0001

ZONE: R-2

RECEIVED
NOV 13 2019
Initial: _____

HEARING DATE:

- ☐ Reviewed; no conflict.
- ☐ Reviewed; recommend denial for the following reasons:
- ☐ Require additional information to review. (Please list information required)
- ☐ Meeting requested.

☒ Comments. (Attach additional pages as needed)

WE HAVE FACILITIES ON THE PGE POLES ALONG THE STREET TO BE VACATED. WE MAY NEED A PUE TO FEED CURRENT CUSTOMERS.


Reviewed By:

11/12/19
Date:

City of Newberg
414 E. First Street
P.O. Box 970
Newberg, OR 97132



City Manager
(503) 538-9421
(503) 538-5013 Fax

Community Development Department - Planning Division
P.O. Box 970 - 414 E. First Street - Newberg, Oregon 97132 - (503) 537-1240 - Fax (503) 537-1272

REFERRAL TO: PGE, Service & Design

The enclosed material has been referred to you for your information and comment. Any comments you wish to make should be returned to the Community Development Department prior to November 14, 2019. Please refer questions and comments to Cheryl Caines.

NOTE: Full size plans are available at the Community Development Department Office.

APPLICANT: Friendsview Manor, Inc. & Chadd Living Trust (Joint Applicants)

REQUEST: Vacating portion of N Center Street to allow for a future expansion of Friendsview Manor.

SITE ADDRESS:

LOCATION: Northeast of intersection of N Meridian St and Fulton St.

TAX LOT: R3217CB 00200

FILE NO: VAC19-0001

ZONE: R-2

HEARING DATE:

☒ Reviewed; no conflict. ?

☐ Reviewed; recommend denial for the following reasons:

☐ Require additional information to review. (Please list information required)

☐ Meeting requested.

☒ Comments. (Attach additional pages as needed) *An easement will need to be granted to PGE for our facilities that fall within the vacated Center St. contact our Property Dept. at (503) 464-2288 to work out the details. Rick Schiedler*

Reviewed By:

Date:

11/14/19

City of Newberg
414 E. First Street
P.O. Box 970
Newberg, OR 97132



City Manager
(503) 538-9421
(503) 538-5013 Fax

Community Development Department - Planning Division
P.O. Box 970 - 414 E. First Street - Newberg, Oregon 97132 - (503) 537-1240 - Fax (503) 537-1272

REFERRAL TO: TVFR , Deputy Fire Marshall, Ty Darby

The enclosed material has been referred to you for your information and comment. Any comments you wish to make should be returned to the Community Development Department prior to November 14, 2019. Please refer questions and comments to Cheryl Caines.

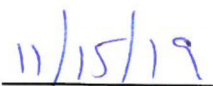
NOTE: Full size plans are available at the Community Development Department Office.

APPLICANT: Friendsview Manor, Inc. & Chadd Living Trust (Joint Applicants)
REQUEST: Vacating portion of N Center Street to allow for a future expansion of Friendsview Manor.
SITE ADDRESS:
LOCATION: Northeast of intersection of N Meridian St and Fulton St.
TAX LOT: R3217CB 00200
FILE NO: VAC19-0001
ZONE: R-2

HEARING DATE:

-
- ☒ Reviewed; no conflict.
☐ Reviewed; recommend denial for the following reasons:
☐ Require additional information to review. (Please list information required)
☐ Meeting requested.
☐ Comments. (Attach additional pages as needed)


Reviewed By:


Date:

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 9, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019- 3629	Motion ____	Information ____
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SUBJECT: A Resolution initiating an amendment to the Newberg Municipal Code, Title 15 Development Code for Accessory Dwelling Unit Parking Requirements

Contact Person (Preparer) for this
Motion: Doug Rux, Director
Dept.: Community Development
File No.: DCA19-0009

RECOMMENDATION:

Adopt Resolution No. 2019-3629.

EXECUTIVE SUMMARY:

The Oregon Legislature passed HB 2001 during the 2019 Legislative Session. Section 7 of the bill contains language that precludes a city from requiring additional off-street parking for Accessory Dwelling Units. Specifically the language states 197.312(5)(a)(B) “Reasonable local regulations relating to siting and design” does not include owner-occupancy requirements of either the primary or accessory structure or requirements to construct addition off-street parking. The new parking provision goes into effect on January 1, 2020.

The Newberg Municipal Code, Title 15 Development Code has a requirement for one required parking space for an Accessory Dwelling Unit. Specifically, *Chapter 15.445 SPECIAL USE STANDARDS, 15.445.260 Development standards, B. Limitations. An accessory dwelling unit is permitted, providing there is compliance with all of the following standards: 4. In addition to the number of parking spaces required for the primary residence, as established in NMC 15.440.030, one on-site parking space shall be provided for the accessory dwelling unit. This parking space shall be paved and/or covered.*

The Development Code needs to be amended to comply with HB 2001. Staff will schedule the item for a Planning Commission public hearing to develop a recommendation. The Planning Commission recommendation would then be brought to the City Council for a public hearing and final decision. Prior to the proposal being brought before the Planning Commission and City Council for consideration staff will stop implementing the requirement for one off-street parking space for Accessory Dwelling Units effective January 1, 2020 and follow the requirement of State law.

FISCAL IMPACT:

No fiscal impact at this time.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

Not applicable.



RESOLUTION No. 2019-3629

**A RESOLUTION INITIATING AN AMENDMENT TO THE NEWBERG
MUNICIPAL CODE, TITLE 15 DEVELOPMENT CODE FOR ACCESSORY
DWELLING UNIT PARKING REQUIREMENTS**

RECITALS:

1. The Oregon Legislature passed HB 2001 during the 2019 Legislative Session. Section 7 of the bill contains language that precludes a city from requiring additional off-street parking for Accessory Dwelling Units. The new parking provisions go into effect on January 1, 2020.
2. The Newberg Municipal Code, Title 15 Development Code has a requirement for one required parking space for an Accessory Dwelling Unit.
3. The Development Code needs to be amended to comply with HB 2001.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council initiates an amendment to the Newberg Municipal Code, Title 15 Development Code for Accessory Dwelling Unit parking requirements. This starts the public process to study the proposed amendment.
2. By initiating this amendment, the City Council does not commit to taking any specific action on the proposal. It only wishes to give the amendment full consideration by the Planning Commission and City Council in public hearings.
3. Staff will schedule a Planning Commission public hearing to make a recommendation on the item. The Planning Commission recommendation will be brought to the City Council for a public hearing and final decision.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: December 10, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 9th day of December, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 12th day of December, 2019.

Rick Rogers, Mayor

2019 NEWBERG COUNCIL ISSUE TRACKER

DATE	TYPE	SUMMARY	DEPT.	STATUS	COMPLETE
12/6/19	Council	Amount of funds spent on outside legal services by topic	CMPT		
11/4/19	Council	Can See Click Fix be applied to multiple departments	PWS/Maint	11/6 Discussion at Dept. Head meeting on capability of software/process for routing complaints, communication	
10/14/19	Council	Re-design of City of Newberg flag	CMPT	Dane Findley proposed design. Outcome on hold pending branding campaign by Visit Newberg.	
10/7/19	Council	Climate Change followup to citizen request	CMPT	ICLEI membership resolution – speaker sent to City Council. City has joined ICLEI 11/5 – Staff met/researched assigned ICLEI resources & inquiries with local members. Next staff discussion early December.	
9/16/19	Council	Wants update on sidewalk issue from earlier this year	PWS/ENG	As part of a February 2020 update, there will be a discussion on proactively installing sidewalks ahead of development.	
9/16/19	Council	Change Council Rules deadlines for public comment	City Recorder	12/9 – RCA on Revision of Rule 5.6 is scheduled for meeting.	
9/3/19	Council	Council meetings around community	CMPT	11/22 – City Recorder to poll Council on availability for quarterly Town Hall meetings in 2020.	
8/5/19	Council	Homelessness resources	Library	Resources available at Library next to reference desk. Online resources on website. YCAP will come to Council to report on annual homeless count in January 2020.	
8/5/19	Council	Elliott Road issues	PWS/ENG	<i>Consultant will present preliminary design option to Council later this fall on 11/18. Staff working with property owners who need to dedicate right-of-way, following up before 11/18.</i>	

2019 Newberg City Council Meeting Roll Call & Voting Log

Date: 12/9/19 Start Time: 7:00 p.m. End Time: 11:20 p.m.

Roll Call

☒ Councilor Findley	☒ David Clyne, CMPT	☐ Will Worthey, LD
☒ Councilor Bacon	☒ Truman Stone, CA	☐ Lacey Dykgraaf, CE
☒ Mayor Rogers	☒ Sue Ryan, CR	☒ Jeff Kosmicki, PD
☒ Councilor Curtis Gemeroy	☒ Doug Rux, CDD	☐ Kaaren Hofmann, ENG
☒ Councilor Piros	☐ Brian Casey, PD	☐ Russ Thomas, PWS-M
☒ Councilor Yarnell Hollamon	☒ Jay Harris, PWS	☐ Dan Wilson, PWS-Ops
☒ Councilor Johnson	☒ Matt Zook, FD	☐ Craig Pack, PWS -Ops
	☐ Anna Lee, HR	☐
	☒ Dave Brooks, IT	☐
	☒ DawnKaren Bevill, ACM	☐

Voting – see additional pages as needed

	Committee reappointments	Consent -Res 3625, Res 3631, Res 3623, settlement and release agreement [Patton lawsuit]	Res 3626 YHCO partition	Ord 2854 Vacation of N. Center Street ROW –north of E. Fulton Street
Findley	Yes	Yes	Yes	Yes
Bacon	Yes	Yes	Yes	Yes
Rogers	Yes	Yes	Yes	Yes
Curtis Gemeroy	Yes	Yes	Yes	Yes
Piros	Yes	Yes	Yes	Yes
Yarnell Hollamon	Yes	Yes	Yes	Yes
Johnson	Yes	Yes	Yes	Yes
	Move: Findley	Move: Findley	Move: Findley	Move: Johnson
	Second: Piros	Second: Bacon	Second: Bacon	Second: Bacon
	Yes: 7 No: 0	Yes: 7 No: 0	Yes: 7 No: 0	Yes: 7 No: 0

2019 Newberg City Council
Meeting Roll Call & Voting Log

	Res 3629 Code amendment initiation – ADU parking	Res 3628 New hires	Res 3624 HBH Contract – 2020 pavement	
Findley	Yes	Yes	Yes	
Bacon	Yes	No	Yes	
Rogers	Yes	Yes	Yes	
Curtis Gemeroy	Yes	Yes	Yes	
Piros	Yes	Yes	Yes	
Yarnell Hollamon	Yes	Yes	Yes	
Johnson	Yes	No	Yes	
	Move: Bacon Second: Johnson	Move: Yarnell Hollamon Second: Curtis Gemeroy	Move: Yarnell Hollamon Second: Johnson	
	Yes: 7 No: 0	Yes: 5 No: 2	Yes: 7 No: 0	

Executive Session ORS 192.660 (2) (e) – Real Property – purchase of property for Water Treatment Plant

Start: 7:05 p.m.

Stop: 7:35 p.m.

Staff: Jay Harris, David Clyne, Truman Stone, Doug Rux, Matt Zook

Other: Adam Sussman, GSI Solutions

Executive Session ORS 192.660(2) (l) Topic: pending litigation

Start: 9:40 p.m.

Stop: 10:10 p.m.

Staff: David Clyne, Truman Stone

Other: Gary Allen, Newberg Graphic

Executive Session ORS 192.660 (2) (i) Topic: Performance Evaluations

Start: 10:10 p.m.

Stop: 11:20 p.m.

Staff: Truman Stone