



**CITY COUNCIL WORK SESSION
JULY 2, 2012
6:00 P.M.
NEWBERG PUBLIC SAFETY BUILDING
401 EAST THIRD STREET**

WORK SESSIONS ARE INTENDED FOR DISCUSSION. NO ACTION WILL BE TAKEN ON THE AGENDA ITEMS AND NO DECISIONS WILL BE MADE. NO ORAL OR WRITTEN TESTIMONY WILL BE HEARD OR RECEIVED FROM THE PUBLIC.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. REVIEW OF COUNCIL AGENDA AND MEETING

Executive Session pursuant to [ORS 192.660\(2\)\(d\)](#) relating to labor negotiations and [ORS 192.660\(2\)\(f\)](#) to consider information or records that are exempt by law from public inspection.

IV. COUNCIL HOUSEKEEPING ITEMS

V. ADJOURNMENT

ACCOMMODATION OF PHYSICAL IMPAIRMENTS:

In order to accommodate persons with physical impairments, please notify the City Recorder's Office of any special physical accommodations you may need as far in advance of the meeting as possible and no later than 48 business hours prior to the meeting. To request these arrangements, please contact the city recorder at (503) 537-1283. For TTY service please dial 711.

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**CITY COUNCIL AGENDA
JULY 2, 2012
7:00 P.M. MEETING
PUBLIC SAFETY BUILDING TRAINING ROOM (401 EAST THIRD STREET)**

Mission Statement

The City of Newberg serves its citizens, promotes safety, and maintains a healthy community.

Vision Statement

Newberg will cultivate a healthy, safe environment where citizens can work, play and grow in a friendly, dynamic and diverse community valuing partnerships and opportunity.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. SPECIAL PRESENTATIONS

Consider a motion approving a proclamation declaring July 26-29, 2012, as Old Fashioned Festival Week. (Pgs. 3-4)

V. CITY MANAGER'S REPORT

VI. PUBLIC COMMENTS

(30 minutes maximum, which may be extended at the Mayor's discretion, with an opportunity to speak for no more than 5 minutes per speaker allowed)

VII. CONSENT CALENDAR

Consider a motion approving a sound permit for the Chamber of Commerce's Tunes on Tuesday held during the months of July and August. (Pgs. 5-6)

VIII. PUBLIC HEARINGS

Consider a motion adopting **Ordinance No. 2012-2755** approving findings for annexation of two parcels and scheduling it for the November 6, 2012, General Election. Pgs. (7-82)
(Legislative Hearing – 1st Reading)

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

IX. NEW BUSINESS

1. Consider a motion adopting **Resolution No. 2012-3009** authorizing the city manager to sign an Intergovernmental Agreement for the Newberg-Dundee Bypass Construction Project funding. P. 83-92
2. Consider a motion adopting **Resolution No. 2012-3013** authorizing the city manager to enter into a Memorandum of Understanding between the City of Newberg and Willamette Water Trail Partnership. (Pgs. 93-137)

X. COUNCIL BUSINESS

XI. ADJOURNMENT

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Recorder's office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting. To request these arrangements, please contact the City Recorder at (503) 537-1283. For TTY services please dial 711.

Council accepts comments on agenda items during the meeting. Fill out a form identifying the item you wish to speak on prior to the agenda item beginning and turn it into the City Recorder. The exception is land use hearings, which requires a specific public hearing process. The City Council asks written testimony be submitted to the City Recorder before 5:00 p.m. on the preceding Thursday. Written testimony submitted after that will be brought before the Council on the night of the meeting for consideration and a vote to accept or not accept it into the record.

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

DATE ACTION REQUESTED: July 2, 2012

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

SUBJECT: Adopt a Proclamation declaring July 26-29, 2012, as Newberg Old Fashioned Festival Week.

Contact Person (Preparer) for this Motion: **Becky Green, Human Resources Manager/NOFF Court Chaperone**

Dept.: **Administration**

RECOMMENDATION:

Adopt a proclamation declaring July 26-29, 2012 as Newberg Old Fashioned Festival Week.

EXECUTIVE SUMMARY:

Every year the Newberg Old Fashioned Festival is put on in the City of Newberg the last full weekend in July, this year the festival will be held July 26-29, 2012.

FISCAL IMPACT:

None

STRATEGIC ASSESSMENT:

Approving this proclamation supports the Council's goal of enhancing Newberg's community and being actively involved in community events.



PROCLAMATION

A PROCLAMATION DECLARING JULY 26-29, 2012, AS THE NEWBERG OLD FASHIONED FESTIVAL WEEK

WHEREAS, the City of Newberg is a family friendly community that hosts many gatherings, numerous celebrations, and a variety of entertainment venues where old friends and new ones can get together; and

WHEREAS, each year the City of Newberg and many members of the community participate by celebrating community spirit, during the last full weekend in July; and

WHEREAS, the City of Newberg participants in many ways and welcomes the community and visitors each year to join them in the Newberg Old Fashioned Festival activities, and enjoy the camaraderie and sense of community built by a festival of this extent; and

WHEREAS, the many Newberg Old Fashioned Festival events that take place during the week, bring the community together for fun and entertainment. This is the Thirty-Second (32) Anniversary Year of the festival and is a special time for everyone involved in this event. The theme for this year is, "Hangin' At the Drive-In".

NOW, THEREFORE, LET IT BE PROCLAIMED by the Mayor and City Council of the City of Newberg, that July 26-29, 2012, is hereby designated

NEWBERG OLD FASHIONED FESTIVAL WEEK IN THE CITY OF NEWBERG

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Newberg to be affixed on this 2nd day of July, 2012.

Bob Andrews, Mayor

DATE ACTION REQUESTED: July 02, 2012

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

SUBJECT: Consideration of a sound permit application for Chehalem Valley Chamber of Commerce concert series; "Tunes on Tuesday."

Contact Person (Preparer) for this Motion: **Chris Bolek, Captain**
Dept.: **Newberg-Dundee Police Department**
File No.:

RECOMMENDATION:

Approve a sound permit for the Chehalem Valley Chamber of Commerce concert series on July 10, 17, 24, 31 and August 7, 14, 21 and 28, 2012.

EXECUTIVE SUMMARY:

The music concert featuring live bands is scheduled for eight (8) Tuesdays in July and August, between the hours of 6:00 pm and 9:00 pm at Rotary Centennial Park on the adjacent grass behind the Newberg Chehalem Cultural Center. Event notices will be distributed to residents within a three block area.

The City is authorized to approve sound permits for events where the sound will be kept at 200 feet or less (Title VIII: Health and Safety, Chapter 8.15.150 *Unnecessary Noise - permitted exceptions* of the Newberg Municipal Code). However, because sound from this event may travel **more than 200 feet**, we are seeking approval from the City Council.

The concert is sponsored by the Chehalem Valley Chamber of Commerce. A minimum of one Chamber staff member and two committee members will be at each event. The Chehalem Valley Chamber of Commerce estimates approximately 750-1000 individuals will be in attendance at each event. No admission will be charged, food vendors will be on site, and alcohol will be served.

Chehalem Park and Recreation District Representative Don Clements has given written consent for the requested use as evidenced by his signature on the Sound Application Permit.

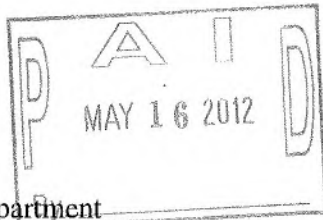
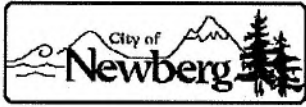
The Chehalem Valley Chamber of Commerce has met all the requirements for a sound permit to include a Certificate of Liability Insurance for the event. Seeing no reason to deny, the Newberg-Dundee Police Department recommends approval of the permit.

FISCAL IMPACT:

None

STRATEGIC ASSESSMENT:

None



Newberg-Dundee Police Department
 401 E. 3rd Street
 Newberg, Oregon 97132
 (503) 537-1280

DANCE PERMIT APPLICATION
SOUND PERMIT APPLICATION
 (Allow a minimum of 10 working days to process)
Fee: \$10.00 per dance

Tunes on Tuesday Concerts

APPLICANT: SHERYL KELSH DRIVERS LICENSE # 2621281 DATE: 5/15/12
 ADDRESS (street, city, zip code): 115 N. College St., Newberg OR 97132
 TELEPHONE: HOME 503-538-2014 BUSINESS: _____

EVENT SPONSOR: Chehalum Valley Chamber of Commerce
 ADDRESS (street, city, zip code): 115 N. College St., Newberg, OR 97132

EVENT LOCATION: Rotary Centennial Park, Corner of School and Sherman

DATE OF EVENT: * July 10, 17, 24, 31 and August 7, 14, 21 & 28 (8 weeks) DANCE TIME: _____ to _____ SOUND TIME: 6 pm to 9 pm
 TYPE OR NATURE OF EVENT (please choose one of the following):

- Public Commercial or noncommercial even with audible sound OVER 200 ft. (requires City Council approval allow 30 working day minimum to process)
- Noncommercial event with audible sound of 200 ft. or less
- Public
- Private/Invitational

NUMBER OF PEOPLE EXPECTED: 750-1000 per concert

(All events are subject to Newberg Police Department Reserve personnel or other private security personnel)

WILL A FEE BE CHARGED FOR ADMITTANCE TO THE EVENT? Yes No
 WILL ALCOHOLIC BEVERAGES BE PRESENT ON THE PREMISES? Yes No

TYPE AND AMOUNT OF SECURITY PROVIDED FOR THE EVENT: Four Alcohol monitors

DESCRIBE PROVISIONS FOR THE CONTROL AND DISPENSING OF ALCOHOLIC BEVERAGES

(Will a licensed OLCC server be on site or will alcohol be dispensed without consumption controls and oversight?)

SubTerra will be the only licensed server used - she will supervise the Alcohol monitors

I have read and understand the rules contained on the back of this form. The statements and information provided above 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.

Sheryl A Kelsh
 Applicant Signature

W. Dan Clements
 Property Owner Signature

FOR CITY OF NEWBERG USE ONLY (comments & conditions)

- Police Services Request attached
 - Liquor Application attached
 - Insurance Certificate attached
 - OLCC Permit attached
- Police _____ Date: _____
- City Manager approved denied Signature _____ Date: _____
- City Council approved denied Mayor's Signature _____ Date: _____

DATE ACTION REQUESTED: July 2, 2012

Order ___	Ordinance <u>XX</u>	Resolution ___	Motion ___	Information ___
No.	No. 2012-2755	No.		

SUBJECT: A batch annexation for two small properties, with concurrent zone change from Yamhill County VLDR1 to City R-2 (Medium Density Residential). ANX-12-001: 1 parcel, approximately 1 acre, tax lot 3218AB-1101, located just south of 2119 Crater Lane. ANX-12-002: 1 parcel, approximately 0.36 acres, tax lot 3221BB-00300, located at 208 N. Springbrook Road.

**Contact Person (Preparer) for this Motion: Steve Olson, AICP
Dept.: Planning & Building
File No.: ANX-12-001 & ANX-12-002**

HEARING TYPE: **LEGISLATIVE** **QUASI-JUDICIAL** **NOT APPLICABLE**

RECOMMENDATION:

Adopt Ordinance No. 2012-2755 approving the findings that the proposed annexations and concurrent zone changes meet the applicable City of Newberg Development Code criteria, annexing the two parcels (Yamhill County tax lots 3218AB-1101 and 3221BB-00300) subject to a public vote, and scheduling this item for the November 6, 2012, general election.

EXECUTIVE SUMMARY:

Description: This is a batch annexation request for two properties, totaling 1.36 acres. The batch annexation process was created in 2011 to allow the city to process multiple smaller annexations together as a legislative annexation. This streamlines the annexation process for small properties and reduces the financial cost of the application.

ANX-12-001: The applicant, Ron Manning, and the owners, Brett and Serena Martin, have requested annexation of one parcel, approximately one acre in size, and a zone change from VLDR1 (County) to R-2 (Newberg Medium Density Residential). The parcel is Yamhill County tax lot 3218AB-1101 and is located just south of 2119 Crater Lane. The applicant plans to subdivide the parcel in the near future for eight single family homes. The R-2 zone allows single family, duplex or multifamily dwelling units, and the site could potentially be developed with up to eleven units.

The site is generally flat and is currently a vacant field. There are no significant natural features on the site. All of the surrounding uses are single family residential. The property to the south is developed to city R-2 (medium density residential) standards, while the properties immediately west, north and east are large-lot single family residences. The site has access from Crater Lane and Heritage Way. When the site is developed in the future, the Crater Lane frontage will be improved to city standards and Heritage Way will be extended north through the site. There are existing city water and sanitary sewer lines in Heritage Way at the southern edge of the property, which will be able to serve future development.

ANX-12-002: The owner/applicants, Rob and Susan Kindsvogel, have requested annexation of one parcel, approximately 0.36 acres in size, and a zone change from VLDR1 (County) to R-2 (Newberg Medium Density Residential). The parcel is Yamhill County tax lot 3221BB-00300 and is located at 208 N. Springbrook Road. The applicants live on the parcel in a single family home and do not intend at this time to further develop the property. The R-2 zone allows single family, duplex or multifamily dwelling units, and the site could potentially be developed with additional dwelling units. The property was connected to city water and sanitary sewer in 2010 as a hardship connection, and the applicants signed annexation consent forms at that time. They would now like to complete the annexation process.

The site is generally flat and contains one single family home and some mature landscaping. There are public water and sanitary sewer lines in Springbrook Road, which the home is already connected to. The Springbrook Road frontage is expected to be improved by ODOT as part of the Newberg-Dundee Bypass project.

Process: A batch annexation and zone change request is a Type IV application and follows the procedures in Newberg Development Code 15.250.055. A batch annexation is slightly different from a typical quasi-judicial annexation and has a more streamlined process. It is a legislative process, and does not require a Planning Commission hearing. Only small properties with residential zoning and minimal potential impacts are eligible for a batch annexation. The City Council holds a hearing on the batch annexation and renders a final decision on the matter. If the Council approves the batch annexation then they must refer the matter to an election in order to be effective. Important dates relative to these applications are:

- Submittal: 3/30/2012 The applicants submitted annexation applications.
- Mailed notice: 6/11/2012 The applicants mailed notice to all property owners within 500 feet of their sites.
- Posted notice: 6/18/2012 The applicants posted notice on their sites.
- Completeness: 6/19/2012 The planning director deemed the applications complete after receiving the affidavit notices from the applicants.
- Newspaper notice: 6/16/2012 & 6/23/2012 The Newberg Graphic published notice of the City Council hearing.
- City Council hearing: 7/2/2012 The City Council will hold a legislative hearing to consider the applications.

Agency Comments: The application was routed to several public agencies for review and comment. Comments and recommendations from city departments have been incorporated into the findings and conditions. As of the writing of this report, the city received the following agency comments:

1. Yamhill County Roads: Reviewed, no conflict.
2. Yamhill County Planning: Reviewed, no conflict.
3. Waste Management: Reviewed, no conflict.
4. PGE: Reviewed, no conflict.

Public Comments: As of the writing of this report, the city has not received any written public comments.

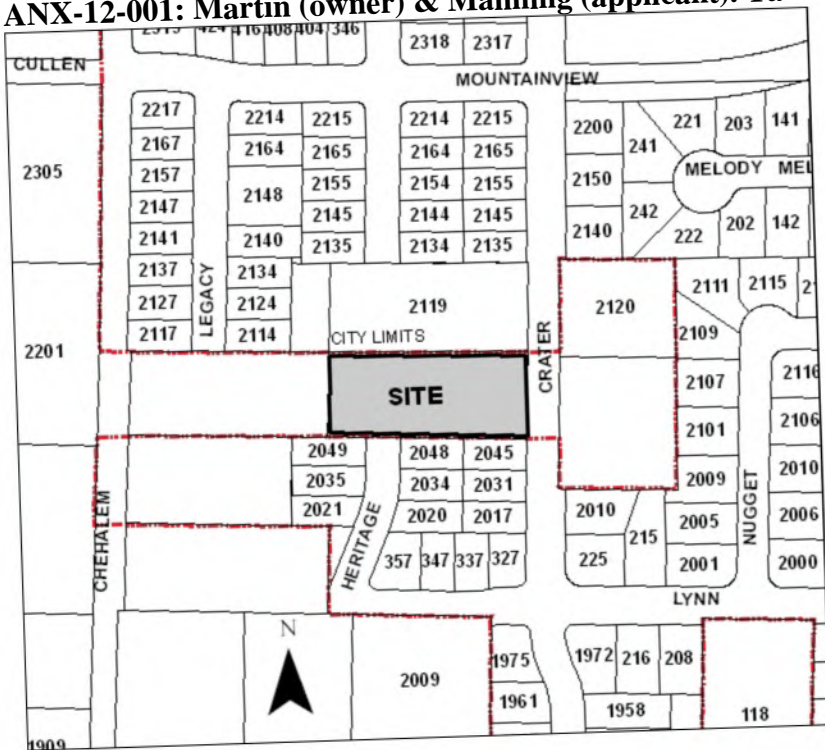
Analysis: There are no major issues for either application. The Kindsvogel parcel on Springbrook Road is small (0.36 acres), meets the annexation criteria, and will have minimal impacts. The Manning/Martin parcel on Crater Lane is a little larger (1 acre), also meets the annexation criteria, will allow a small amount of development, but will also have minimal impacts. There is a private water line extending across the parcel that will have to be protected or rerouted in the future when the property is developed.

FISCAL IMPACT: The proposed annexations will shift police and fire service responsibility to the City. However, this additional demand will be small as the annexations total 1.36 acres, and the demand will be mostly offset by increased property taxes. The increased burden on schools and parks will also be small and will be offset by increased revenues.

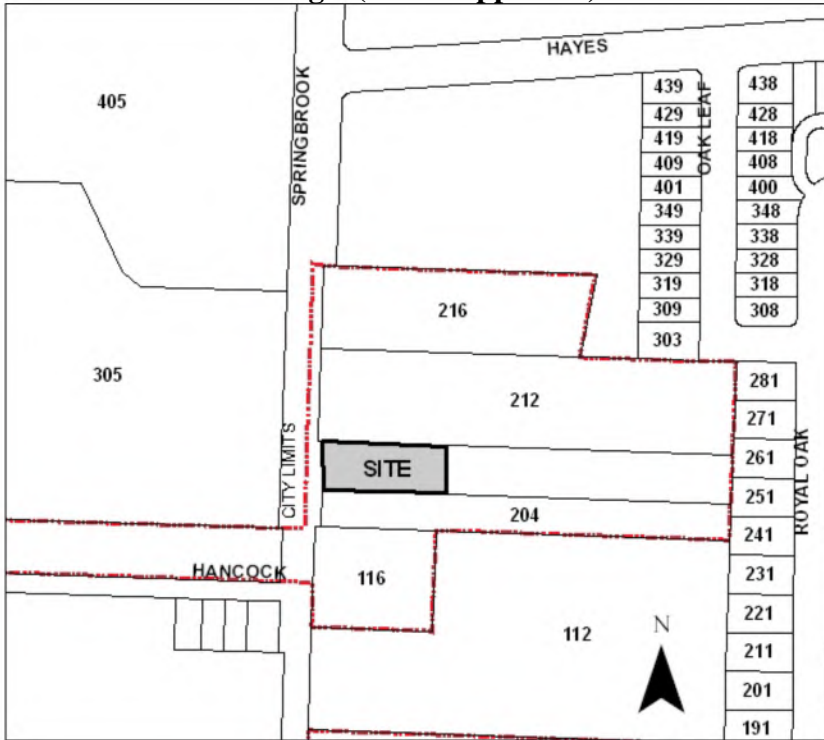
STRATEGIC ASSESSMENT: Both annexations are infill and are logical extensions of the city limits. The Kindsvogel parcel at 208 N. Springbrook Road is part of an island of County land surrounded by the city, so the annexation would shrink the island. The Manning/Martin parcel on Crater Lane is almost surrounded by city land. The fiscal impact of the annexations is minimal. Adequate sewer and water services exist at both sites. Overall, the positive impacts outweigh any negative impacts and the proposals meet the applicable annexation criteria.

LOCATION MAPS:

ANX-12-001: Martin (owner) & Manning (applicant). Tax lot 3218AB-1101



ANX-12-002: Kindsvogel (owner/applicant). Tax lot 3221BB-00300



ATTACHMENTS:

Ordinance 2012-2755 with

- Exhibit "A": Annexation Maps
 - Exhibit "B": Legal Descriptions
 - Exhibit "C": Comprehensive Plan Maps
 - Exhibit "D": Findings
1. Aerial Photo
 2. Current and Proposed Zoning Maps
 3. Applications
 4. Public Comments - none received as of the date of this report
 5. Newberg Development Code and Comprehensive Plan (by reference)



ORDINANCE No. 2012-2755

AN ORDINANCE FINDING TWO PROPERTIES, YAMHILL COUNTY TAX LOT 3218AB-1101, LOCATED JUST SOUTH OF 2119 CRATER LANE, AND TAX LOT 3221BB-00300, LOCATED AT 208 N. SPRINGBROOK ROAD, MEET THE APPLICABLE NEWBERG DEVELOPMENT CODE CRITERIA TO BE ANNEXED INTO THE CITY AND TO CHANGE THE CURRENT ZONING DESIGNATIONS OF BOTH PROPERTIES FROM YAMHILL COUNTY VLDR1 TO CITY R-2, AND DECLARING THAT THESE TWO PROPERTIES BE ANNEXED INTO THE CITY OF NEWBERG AND WITHDRAWN FROM THE NEWBERG RURAL FIRE PROTECTION DISTRICT SUBJECT TO A PUBLIC VOTE; AND AUTHORIZING AND DIRECTING THE CITY ELECTIONS OFFICER TO CERTIFY TO THE YAMHILL COUNTY CLERK A BALLOT TITLE FOR THE MEASURE TO BE SUBMITTED TO THE ELECTORATE OF THE CITY OF NEWBERG FOR THEIR APPROVAL OF AN ANNEXATION OF THESE PROPERTIES

RECITALS:

1. On March 30, 2012, Ron Manning submitted an application (file # ANX-12-001) requesting annexation of Yamhill County tax lot 3218AB-1101, located just south of 2119 Crater Lane, with a concurrent zone change from Yamhill County VLDR1 (Very Low Density Residential) to Newberg R-2 (Medium Density Residential). Also, on March 30, 2012, Robert and Susan Kindsvogel submitted an application (file # ANX-12-002) requesting annexation of Yamhill County tax lot 3221BB-00300, located at 208 N. Springbrook Road, with a concurrent zone change from Yamhill County VLDR1 (Very Low Density Residential) to Newberg R-2 (Medium Density Residential).
2. Both properties have current comprehensive plan designations of MDR (Medium Density Residential). The Manning parcel is currently a vacant field, and the Kindsvogel parcel contains a single family home. The requested zone changes to city R-2 (Medium Density Residential) are in accordance with the current comprehensive plan designations, and fit the current uses of the sites.
3. After proper notice, the Newberg City Council held a hearing on July 2, 2012, to consider the proposed annexations and concurrent zone changes. After the staff report and public testimony, the City Council finds that the proposals have met the required criteria for a batch annexation and zone change.
4. The City of Newberg charter requires that territory may be annexed into the City only upon approval by a majority vote among the electorate of the City. This matter may be placed before the voters at the November 6, 2012, general election.

THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

1. The City Council finds the annexations and concurrent zone changes meet the Newberg Development Code criteria for a batch annexation and adopts the findings, which are attached hereto as Exhibit “D” and by this reference is hereby adopted and by this reference incorporated.
2. The question of annexing the properties shown in Exhibit “A” and described in Exhibit “B”, which are hereby adopted and by this reference incorporated, shall be submitted to the electorate of the city at the November 6, 2012, general election.
3. The City Elections Officer is hereby authorized and directed to certify to the Yamhill County Clerk the ballot title for the annexation measure to be placed before the voters. Further, the City Elections Officer is directed to give all necessary notices of the ballot title and do all other necessary acts and deeds, which may be required to place the matter before the voters and to conduct the election concerning this measure of the City of Newberg at said election.
4. The City Attorney is directed to have prepared and review the explanatory statement, which shall be submitted to the Yamhill County Clerk with the ballot title. Such explanatory statement shall be filed with the City Elections Officer and the City Elections Officer is further directed to certify this explanatory statement to the Yamhill County Clerk.
5. Should this annexation request be approved by a majority of the electorate of the City of Newberg at the identified election date, the properties shown in Exhibit “A” and described in Exhibit “B”, shall be annexed and withdrawn from the Newberg Rural Fire Protection District, and the following events will occur:
 - A. The zoning of the properties shown in Exhibit “A” and described in Exhibit “B” is changed to R-2 (Medium Density Residential). This zoning designation corresponds with the Comprehensive Plan designation of MDR as shown in Exhibit “C”, which is hereby adopted and by this reference incorporated.
 - B. The City of Newberg land use inventory data will be updated to reflect the new additions.
 - C. The City Recorder of the City of Newberg is hereby authorized and directed to make and submit to the Secretary of State, the Department of Revenue, the Yamhill County Elections Officer, and the Assessor of Yamhill County, a certified copy of this ordinance.

➤ **EFFECTIVE DATE** of this ordinance is 30 days after the adoption date, which is: August 1, 2012.

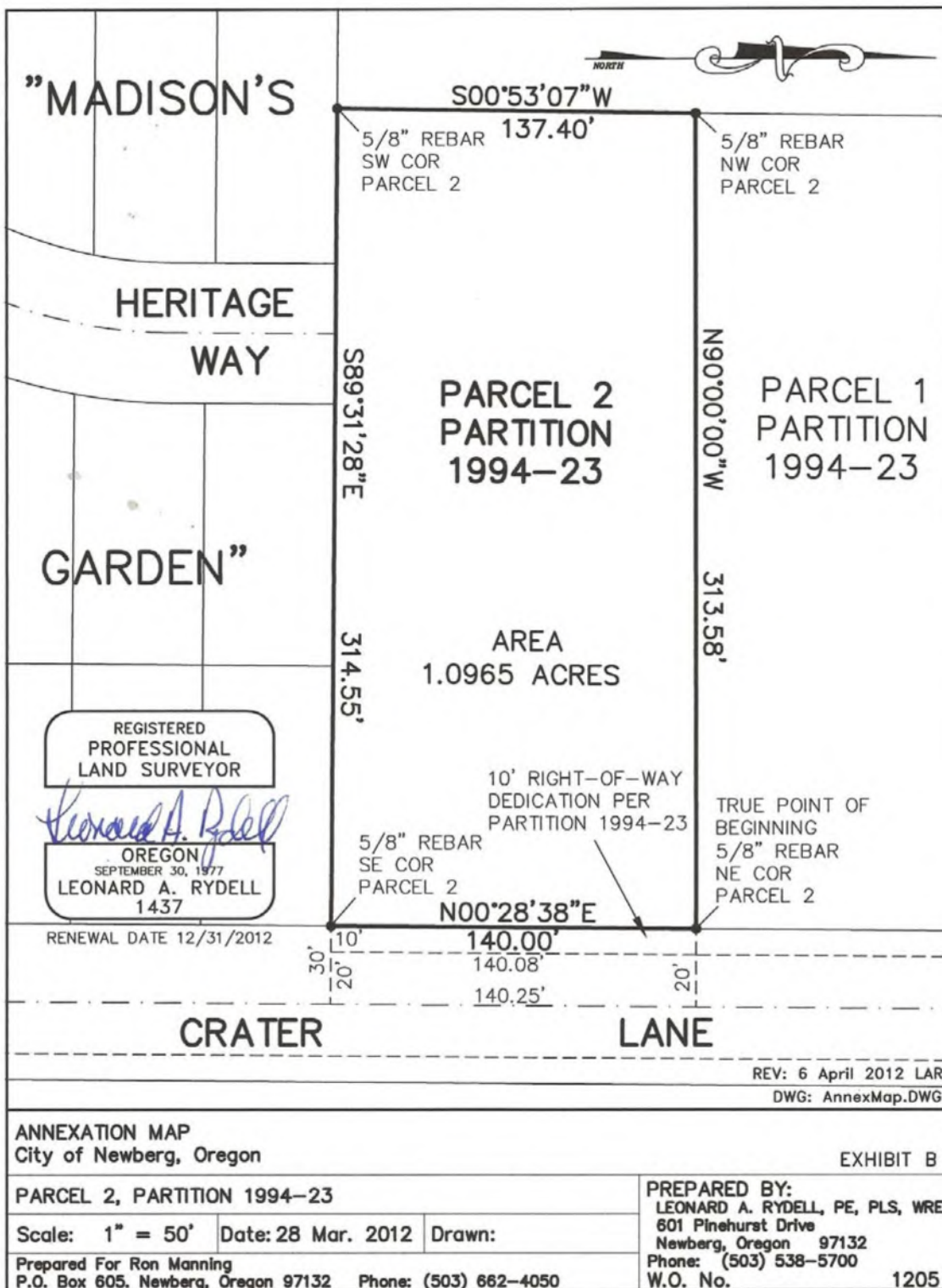
ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of July, 2012, by the following votes: **AYE:** **NAY:** **ABSENT:** **ABSTAIN:**

Norma I. Alley, MMC, City Recorder

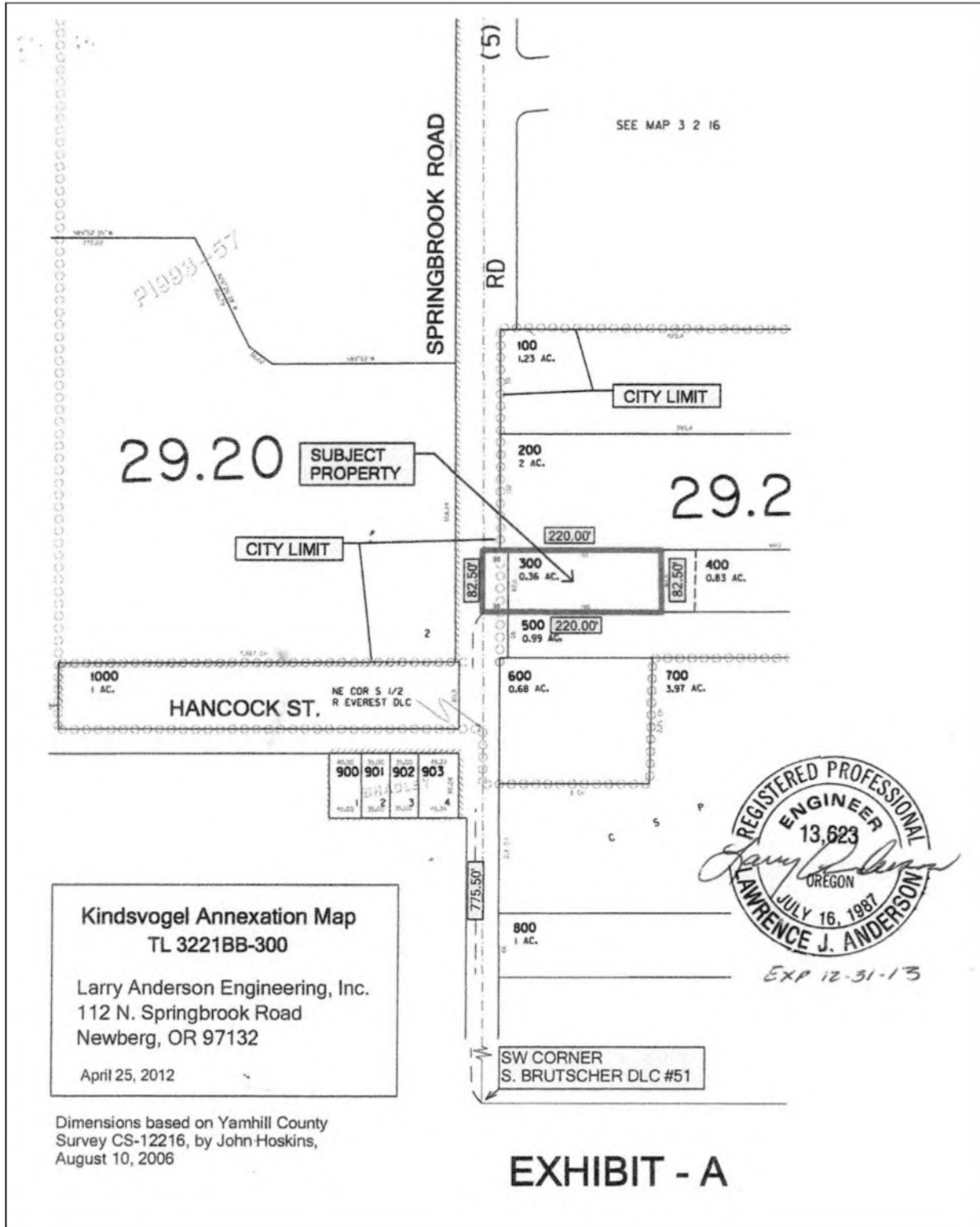
ATTEST by the Mayor this 5th day of July, 2012.

Bob Andrews, Mayor

**EXHIBIT "A" TO ORDINANCE 2012-2755
ANNEXATION MAP - ANX-12-001 (MANNING)**



ANNEXATION MAP - ANX-12-002 (KINDSVOGEL)



Kindsvogel Annexation Map
 TL 3221BB-300

Larry Anderson Engineering, Inc.
 112 N. Springbrook Road
 Newberg, OR 97132

April 25, 2012



Dimensions based on Yamhill County
 Survey CS-12216, by John Hoskins,
 August 10, 2006

EXHIBIT - A

**EXHIBIT "B" TO ORDINANCE 2012-2755
LEGAL DESCRIPTION - ANX-12-001 (MANNING)**



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625
(503) 538-5700 FAX 538-9167
larydell@teleport.com

LEGAL DESCRIPTION

Parcel 2, Partition 1994-023
Prepared for Ron Manning

W.O. No. 1205
Revised 6 April 2012
Exhibit "A"

PARCEL 2 OF PARTITION 1993-023, a partition recorded 27 May 1994, Yamhill County Plat Deed Records and located in the William and Mary Jones Donation Land Claim No. 35 in the Northwest Quarter of the Northeast Quarter of Section 18, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon. Said property being described based on said Partition 1994-23 as follows:

Beginning at a point in the center of of a 40 foot roadway (Crater Lane), said point being the Northeast corner of that tract of land described in deed to Cochranes and recorded in Film Volume 274, Page 17, Yamhill County Deed Records, said point on record as being 9.11 chains West and 4.32 chains South of the Northeast corner of the William Jones and wife Donation Land Claim; thence North 90° 00' 00" West 30.00 feet to a 5/8-inch iron rebar at the Northeast corner of said Parcel 2, said rebar being to the True Point of Beginning; thence North 90° 00' 00" West 313.58 feet along the North line of said Parcel 2 to a 5/8-inch iron rebar at the Northwest corner of said Parcel 2; thence South 00° 53' 07" West 137.40 feet along the West line of said Parcel 21 to a 5/8-inch iron rebar at the Southwest corner of said Parcel 2; thence South 89° 31' 28" East 314.55 feet along the South line of said Parcel 2 to a 5/8-inch iron rebar at the Southeast corner of said Parcel 2; thence North 00° 28' 38" East 140.00 feet to the point of beginning.

Said tract containing 1.0000 acres more or less.

SUBJECT TO easements and improvements shown on said Partition Plat.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 30, 1977
LEONARD A. RYDELL
1437

RENEWAL DATE 12/31/2012

**PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS**

LEGAL DESCRIPTION - ANX-12-002 (KINDSVOGEL)

EXHIBIT B – LEGAL DESCRIPTION

DESCRIPTION OF THE LAND BEING ANNEXED INTO THE CITY OF NEWBERG
AND DEPICTED IN EXHIBIT A

Situated in the Sebastian Brutscher DLC #51 in Section 21, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and more particularly described as follows:

Beginning on the west line of the Sebastian Brutscher DLC #51 at a point North 0°55' 29" East and 770.50 feet distant from the southwest corner thereof, said west line of Brutscher DLC #51 being also the centerline of Market Road 5; thence South 89°20' 12" East 220.00 feet (passing an iron rod at 30.00 feet) to an iron rod; thence North 0°55' 29" East, 82.50 feet to an iron rod; thence North 89°20' 12" West 220.00 feet (passing an iron rod at 190.00 feet) to the centerline of Market Road 5; thence South 0°55' 29" West 82.50 feet along the centerline of Market Road 5 to the point of beginning.



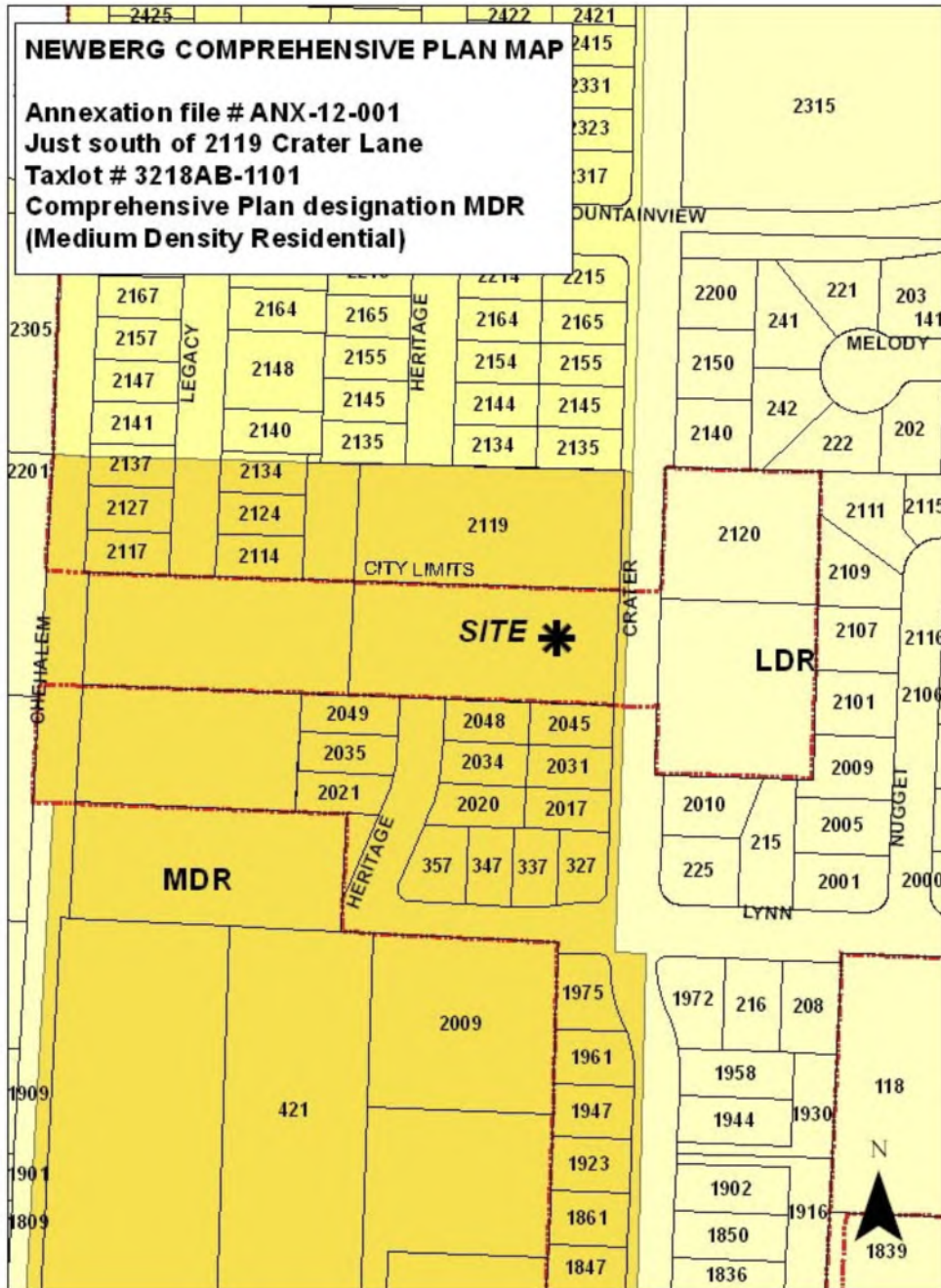
Ex 12-31-13

Larry Anderson, PE
Larry Anderson Engineering, Inc.
112-N. Springbrook Road
Newberg, OR 97132

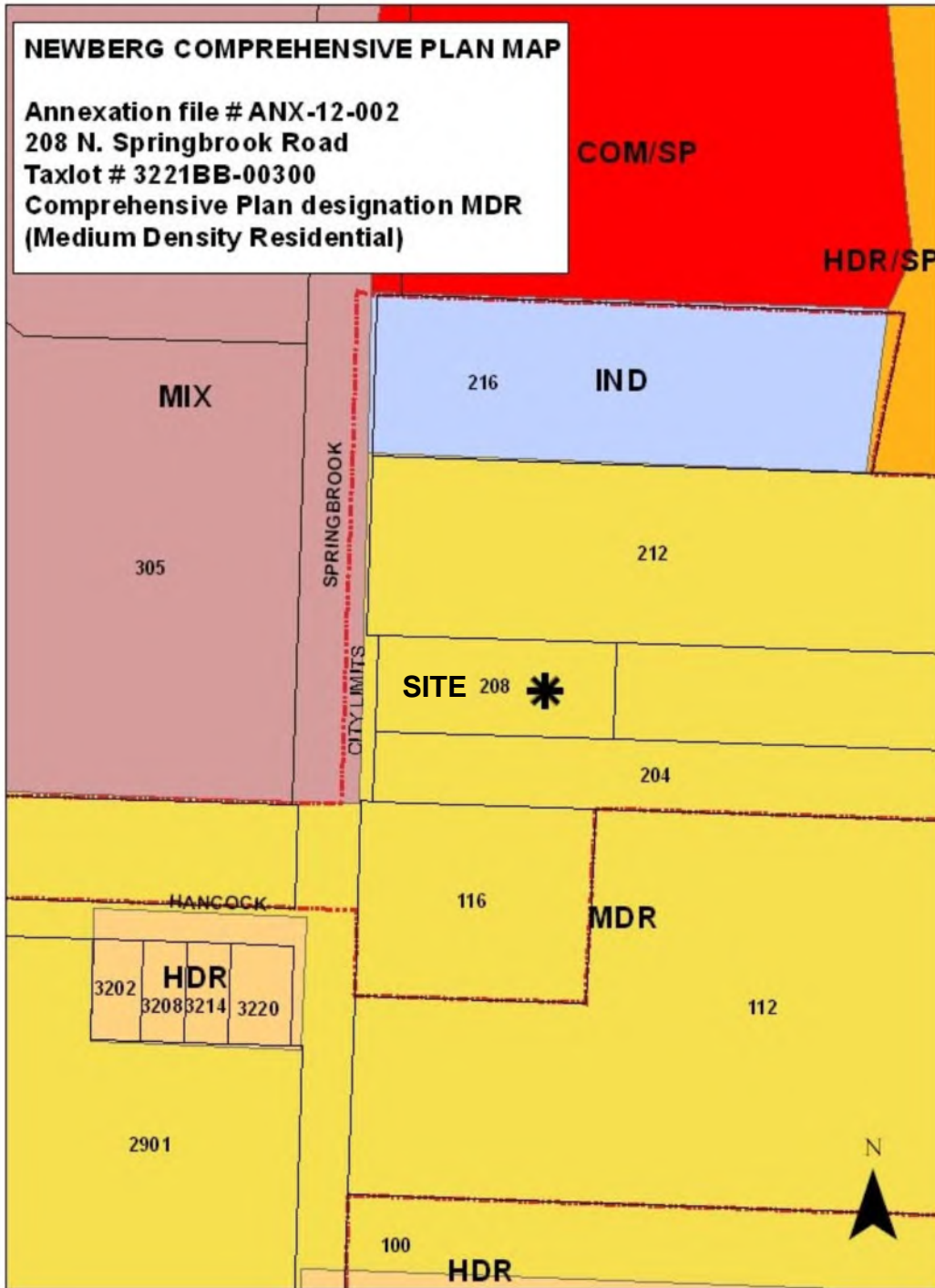
April 25, 2012

EXHIBIT "C": COMPREHENSIVE PLAN MAPS

ANX-12-001 (MANNING)



ANX-12-002 (KINDSVOGEL)



**EXHIBIT “D” TO ORDINANCE 2012-2755
FINDINGS –FILE ANX-12-001 AND ANX-12-002
BATCH ANNEXATION: MANNING AND KINDSVOGEL**

A. 15.250.020 Conditions for annexation.

The following conditions must be met prior to or concurrent with city processing of any annexation request:

A. The subject site must be located within the Newberg urban growth boundary or Newberg urban reserve areas.

B. The subject site must be contiguous to the existing city limits.

Finding:

ANX-12-001: The site, located just south of 2119 Crater Lane, is located within the Newberg urban growth boundary and is contiguous to the existing city limits on its north and south sides.

ANX-12-002: The site, located at 208 N. Springbrook Road, is located within the Newberg urban growth boundary and is contiguous to the existing city limits on its west side.

B. 15.250.075 Batch annexation of small properties by consent.

With the consent of the property owners, the city may process multiple smaller annexations together as a legislative annexation in order to streamline the annexation process and to share the financial cost of the application.

A. Eligibility. Properties are eligible for batch annexation if:

1. The total area of each contiguous territory to be annexed does not exceed three buildable acres, unless the city council moves to allow consideration of a larger territory prior to the hearing.

2. Property owners shall file a consent and request to annex with the city on forms provided by the director.

3. The zoning map designation complies with the comprehensive plan map designation. If a comprehensive plan map change is proposed the request shall follow the process described in NMC 15.250.050(B).

4. The properties have a residential comprehensive plan map designation and are intended for residential use.

Finding:

ANX-12-001 and ANX-12-002: The total area of each territory to be annexed does not exceed three buildable acres; the Manning site on Crater Lane is 1 acre, and the Kindsvogel site on Springbrook Road is 0.36 acres. The property owners have filed consent and request to annex forms provided by the city. The requested zoning map designations, R-2, comply with the MDR comprehensive plan map designations. The properties have residential MDR comprehensive plan map designations and are intended for residential use. The properties are therefore eligible for a batch annexation process.

B. Process. Batch annexations shall be processed as follows:

- 1. The deadline to file a request shall be November 1st prior to a May primary election in even-numbered years.***
- 2. The director shall collect the requests. If two or more eligible requests are submitted by November 1st, the director shall initiate the batch annexation and schedule the item for a city council hearing. If fewer than two requests are submitted, the director shall extend the deadline to May 1st of the even-numbered year to allow consideration prior to the general election in November. If multiple requests are not submitted by the May 1st deadline, the requests shall be deferred until multiple requests are received by the next deadline.***
- 3. The city council may initiate a batch annexation at times other than those specified in this section.***
- 4. Property owners shall submit a consent to annex form provided by the city and a request to be part of a batch annexation. The request shall include a legal description of the property and a title report or proof of ownership, and a waiver stating that the owner will not file any demand against the city under Measure 49, approved November 6, 2007, that amended ORS Chapters 195 and 197.***
- 5. If the total acreage of the batch annexation exceeds 15 acres, then the annexation shall be referred to the planning commission for a public hearing.***

Finding: Both applicants filed for annexation on March 30, 2012. Both property owners have submitted consent to annex forms, have requested annexation, have included legal descriptions and title reports, and have included Measure 49 waivers.

C. Criteria for a Batch Annexation. For each property, an adequate level of urban services is or can be made available within three years, including:

- 1. Municipal wastewater and water service meeting the requirements enumerated in the Newberg comprehensive plan for provision of these services.***
- 2. Roads with an adequate design capacity for the proposed use and projected future uses.***
- 3. Police, fire, parks, and school facilities and services.***

D. Approval. The city council may approve or deny all or part of the proposed batch annexation. If the city council approves, it shall refer the annexation to an election following the legislative process under NMC 15.250.050. [Ord. 2745 § 1 (Exh. A), 7-18-11.]

Finding:

ANX-12-001: City wastewater and water lines were extended within Heritage Way by an adjacent subdivision to the south property line of the Manning site. The lines have capacity for future residential development. The site has access to Crater Lane and Heritage Way. Upon development, the site will improve the Crater Lane frontage and install any needed utilities, and will extend Heritage Way and install any needed utilities through the site. These road improvements will meet city standards and will have adequate capacity for the proposed residential use. If developed, the property would add approximately 8-11 households to the city. This would provide some additional burden to police, fire, parks and school facilities

and services, which would be offset by some additional revenues from property taxes, State shared revenues, city system development charges, parks system development charges, and school excise taxes. On the whole, an adequate level of urban services is available for this property.

ANX-12-002: The Kindsvogel property, due to a hardship request, is already connected to city wastewater and water lines in Springbrook Road. The owners have no plans for future development at this time, although the city wastewater and water lines could support additional development. The Springbrook Road frontage of the site will be improved as part of the Newberg-Dundee Bypass project first phase. This property would add some additional burden to police, fire, parks and school facilities and services, which would be offset by some additional revenues from property taxes and State shared revenues. On the whole, an adequate level of urban services is available for this property.

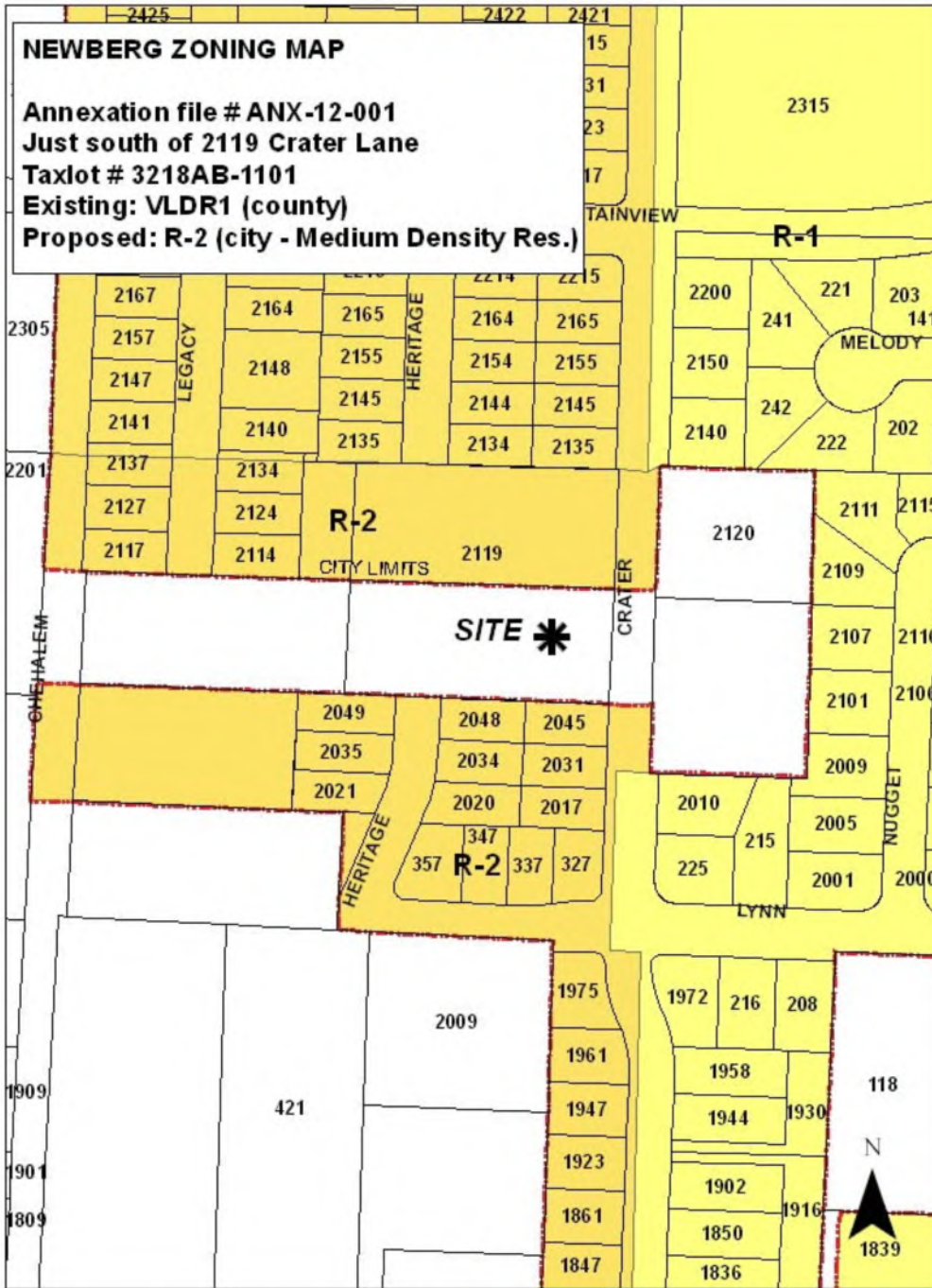
C. Conclusion: Based on the above-mentioned findings, the applications meet criteria, goals and policies within the Newberg Comprehensive Plan and Development Code.

ANX-12-002: KINDSVOGEL, TAX LOT 3221BB-00300

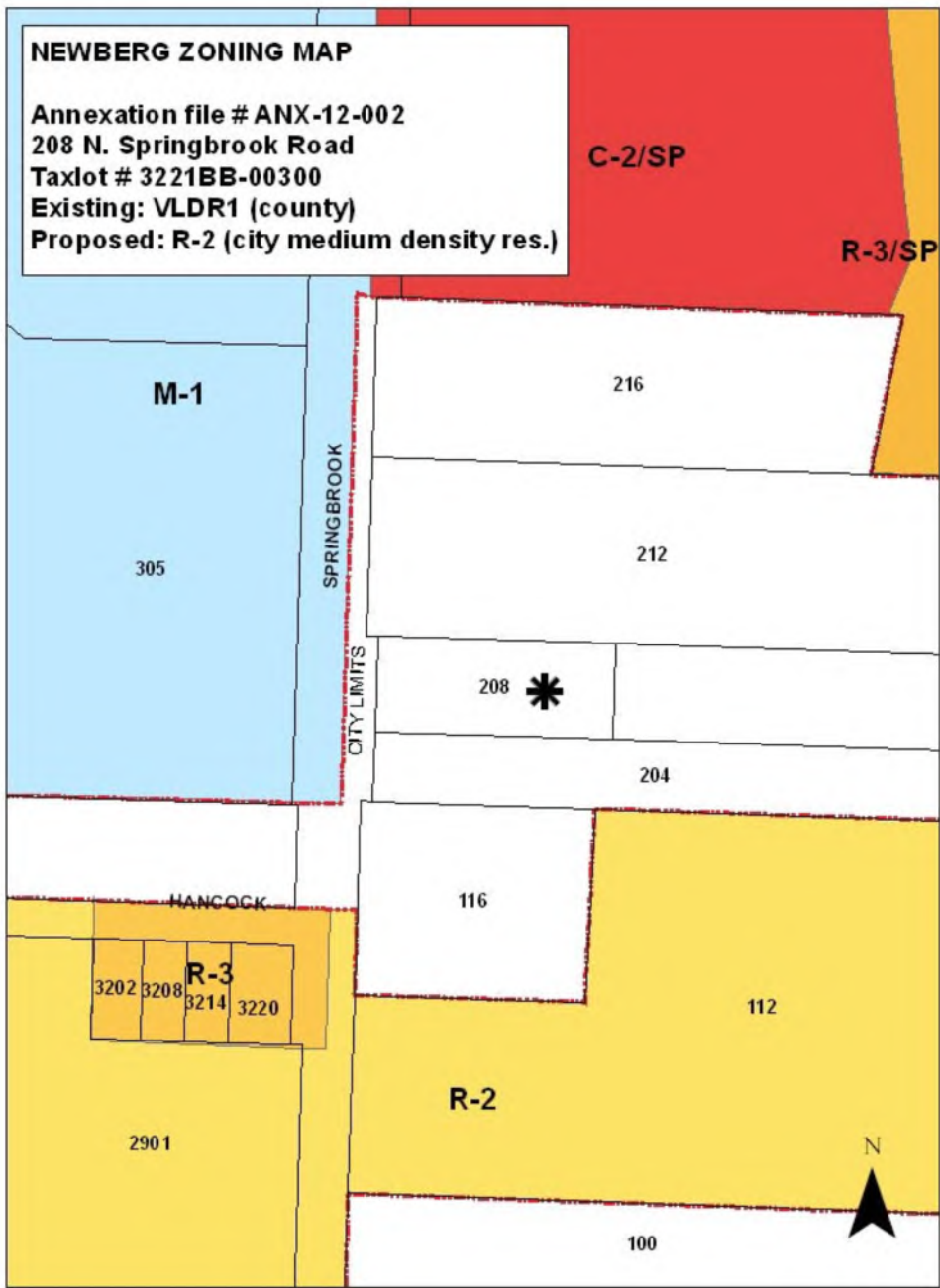


ATTACHMENT 2: CURRENT AND PROPOSED ZONING MAPS

ANX-12-001: MANNING



ANX-12-002: KINDSVOGEL





TYPE III APPLICATION - 2012 (QUASI-JUDICIAL REVIEW)

File #: ANX-12-001

RECEIVED

MAR 30 2012

TYPES - PLEASE CHECK ONE:

- Annexation
- Comprehensive Plan Amendment (site specific)
- Zoning Amendment (site specific)
- Historic Landmark Modification/alteration

- Conditional Use Permit
- Type III Major Modification
- Planned Unit Development
- Other: (Explain) _____

APPLICANT INFORMATION: Initial: _____

APPLICANT: Ron Manning
 ADDRESS: PO Box 605, Newberg, OR 97132
 EMAIL ADDRESS: harleyman627@yahoo.com
 PHONE: 503-793-7222 MOBILE: 503-793-7222 FAX: 503-662-4694
 OWNER (if different from above): Brett and Serena Martin PHONE: 503-538-1987
 ADDRESS: 23520 NE Hylan Dr Newberg OR 97132
 ENGINEER/SURVEYOR: Leonard Rydell PHONE: 503-538-5700
 ADDRESS: _____

GENERAL INFORMATION:

PROJECT NAME: Crater Lane Annexation PROJECT LOCATION: Crater Lane 3218AB-1101
 PROJECT DESCRIPTION/USE: 8 Lot Single Family Subdivision
 MAP/TAX LOT NO. (i.e. 3200AB-400): Parcel 2, Partition 1994-23 ZONE: R-2 SITE SIZE: 1.0 +/- SQ. FT. ACRE
 COMP PLAN DESIGNATION: Medium Density Residential (MDR) TOPOGRAPHY: Flat
 CURRENT USE: Vacant
 SURROUNDING USES:
 NORTH: Single Family Residential SOUTH: Single Family Residential
 EAST: Single Family Residential WEST: Single Family Residential

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: Fees Public Notice Information Current Title Report Written Criteria Response Owner Signature

For detailed checklists, applicable criteria for the written criteria response, and number of copies per application type, turn to:

Annexationp. 15
 Comprehensive Plan / Zoning Map Amendment (site specific)p. 19
 Conditional Use Permitp. 21
 Historic Landmark Modification/Alterationp. 23
 Planned Unit Developmentp.26

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] 3/30/12
 Applicant Signature Date

Ron Manning Ron Manning
 Print Name

[Signature] 3/30/12
 Owner Signature Date

Serena Martin 3/30/12
 Brett Martin
 Print Name

Attachments: General Information, Fee Schedule, Noticing Procedures, Planning Commission Schedule, Criteria, Checklists

ANNEXATION CONSENT

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF NEWBERG, OREGON:

The undersigned Brett and Serena Martin

being the sole owner of the real premises described in Exhibit A attached hereto and incorporated by reference herein, and generally known as (address) Crater Lane and (tax lot) 1101, Map NO. 3-2-18AB, does hereby consent to the annexation of such territory above described to the City of Newberg, Oregon.

The undersigned does hereby respectfully petition that the real premises described in Exhibit A be annexed to the City of Newberg, Oregon, in the manner provided by the laws of the State of Oregon and the Charter and Ordinances of the City of Newberg, Oregon.

This consent is binding upon the heirs, successors, and assigns of the above listed property.

In construing this consent, the singular includes the plural as circumstances may require.

IN WITNESS WHEREOF, Petitioner has caused these presents to be executed this 30th day of March, 20 12.

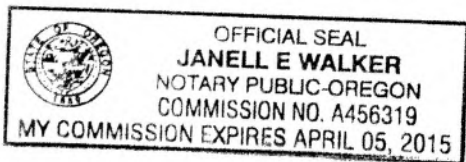
[Signature]

Serena Martin

STATE OF Oregon, County of Yamhill ss 3-30-2012
Month / day / year

Personally appeared the above named Bret Martin + Serena Martin

and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: [Signature]
Notary Public for Oregon
My commission expires 4-5-15

WAIVER OF EXPIRATION OF ANNEXATION CONSENT

WHEREAS: The undersigned

Bret Martin + Serena Martin

_____ as
owner(s) of certain property have signed a consent to annex that property to the City of Newberg, Oregon, which
consent is attached; and

WHEREAS: ORS 222.173 provides that "only statements of consent to annexation which are filed within any one-
year period shall be effective, unless separate written agreement waiving the one-year period or prescribing some
other period of time has been entered into between an owner of land or an elector and the city."; and

WHEREAS: The owner(s) desire that this consent to annex be valid until the property is annexed.

NOW, THEREFORE:

The undersigned do hereby request that the attached consent to annex be valid until the property is annexed to the
City of Newberg, Oregon.

In construing this consent, the singular includes the plural as circumstances may require.

IN WITNESS WHEREOF, Petitioner has caused these presents to be executed this 17 day
of April, 2012.

[Signature]

Serena Martin

STATE OF Oregon, County of Yamhill ss April 17, 2012
month/day/year

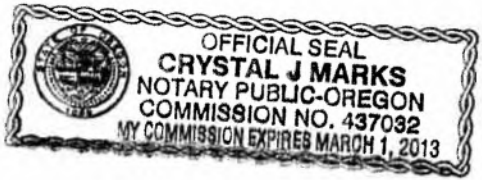
Personally appeared the above named Bret Martin + Serena Martin

and acknowledged the foregoing instrument to be a voluntary act and deed.

Before me: [Signature]

Notary Public for: Oregon

My commission expires: 03/01/13





LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625

(503) 538-5700 FAX 538-9167

larydell@teleport.com

ANNEXATION APPLICATION

CRATER LANE ANNEXATION

Parcel 2, Partition 1994-23

For a Proposed 8 Lot Single Family Subdivision

City of Newberg

Yamhill County, Oregon

22 March 2012

PREPARED FOR:

Ron Manning
P. O. Box 605
Newberg, Oregon 97132

Phone: (503) 662-4050

Fax: (503) 793-7222

E-Mail: HarleyMan627@yahoo.com



RENEWAL DATE 12/31/2012

TABLE OF CONTENTS

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Introduction and Background 4

Type III Annexation Criteria. 4

Chapter 15.250.020 Conditions for Annexation 4

Chapter 15.250.030 Quasi-judicial Annexation Criteria 5

General Land Use Plan 6

Development Concept Statement 7

Public Facilities Financing Statement 7

Positive and Negative Effects Statement 7

Conclusion 8

EXHIBITS

- Tax Map 3 - 2 - 19BA
- Newberg Comprehensive Plan Map
- Newberg Zoning Map
- Title Report
- Partition 1994-23
- Property Annexation Map

APPLICANT AND SITE INFORMATION

DATE: 22 March 2012

APPLICANT/OWNER: Ron Manning
P. O. Box 605
Newberg, Oregon 97132
Phone: (503) 662-4050
Cell: (503) 793-7222
E-Mail: HarleyMan627@yahoo.com

ENGINEER/SURVEYOR: Leonard Rydell, P.E., P. L. S., W. R. E.
601 Pinehurst Drive
Newberg, OR 97132-1625
Phone: 503-538-5700
Fax: 503-538-5700
E-Mail: larydell@teleport.com

REQUEST: Annexation of Parcel 2, Partition 1994-23 and a Zone Change to R-2, Medium Density Residential

LEGAL DESCRIPTION: Parcel 2, Partition 1994-23

TAX LOT Tax Lot 1101, Map No. 3-2-18AB

COMPREHENSIVE PLAN: Medium Density Residential (MDR)

ZONING: Medium Density Residential (R-2)

SIZE: 1.0 acres more or less

LOCATION: On the West Side of Crater Lane and North of and Adjacent to "MADISON'S GARDEN"

INTRODUCTION & BACKGROUND

The applicant has agreed to purchase the property and annex it into the City of Newberg so that it can be subdivided into 8 single family residential lots. The property is identified as Tax Lot 1101 of Map No. 3-2-18AB. The property lies West of and adjacent to Crater Lane and North of and adjacent to "MADISON'S GARDEN".

Newberg City Limits is located along the North and South lines of the property. Two tax lots across Crater Lane and one tax lot bordering the West line are also outside City Limits, but do not want to annex at this time.

No dwellings exists on the property but the recorded partition plat shows a building encroachment and water line on the property. The water line serves property on the East side of Crater Lane. Whether or not the encroachment exists has not been verified.

The property to the North and South is zoned R-2, Medium Density Residential. Property to the West and East is located in Yamhill County. The neighborhood is predominantly single family residential.

TYPE III ANNEXATION CRITERIA

15.250.020 Conditions for annexation.

The following conditions must be met prior to or concurrent with city processing of any annexation request:

- A. *The subject site must be located within the Newberg Urban Growth Boundary or Newberg Urban Reserve Areas.*

Finding: As shown by the attached Comprehensive Plan Map, the property is located within the City of Newberg Urban Growth Boundary and is designated as Medium Density Residential (MDR).

- B. *The subject site must be contiguous to the existing city limits.*

Finding: As shown by the attached Zoning Map, the property borders City limits on the North and South boundaries. The property to the East and West is not located within City Limits.

15.250.030 Quasi-judicial annexation criteria.

Quasi-judicial annexations applications are those filed pursuant to the application of property owners and exclude legislative annexations. The following criteria shall apply to all quasi-judicial annexation requests:

- A. *The proposed use for the site complies with the Newberg comprehensive plan and with the designation on the Newberg comprehensive plan map. If a redesignation of the plan map is requested concurrent with annexation, the uses allowed under the proposed designation must comply with the Newberg comprehensive plan.*

Finding: The Newberg Comprehensive Plan designates the property as Medium Density Residential. The applicant is requesting R-2 Medium Residential to be applied to the property at the time of application. This complies with and meets the intent of the Comprehensive Plan.

- B. *An adequate level of urban services must be available, or made available, within three years time of annexation, except as noted in division (E) below. An adequate level of urban services shall be defined as:*

1. *Municipal sanitary sewer and water service meeting the requirements enumerated in the Newberg comprehensive plan for provision of these services.*

Finding: Water and gravity sanitary lines have been extended to the South line of the property by the construction of "MADISON'S GARDEN" which will allow extension to the North to allow connection to all of the proposed lots. City services are available to the property line.

2. *Roads with an adequate design capacity for the proposed use and projected future uses. Where construction of the road is not deemed necessary within the three year time period, the city shall note requirements such as dedication of right-of-way, waiver of remonstrance against assessment for road improvement costs, or participation in other traffic improvement costs, for application at the appropriate level of the planning process. The city shall also consider public costs for improvement and the ability of the city to provide for those costs.*

Finding: Crater Lane is an existing paved road and fronts the East side of the property to be annexed. Heritage Way has recently been constructed to the South line of the property to be annexed which allows efficient development of the rear portion of the property. Annexation and development of the property will allow the West half of Crater Lane to be fully improved to City of Newberg Standards fronting the property. Annexation and development of the property will also allow Heritage

Way to be extended North from "MADISON'S GARDEN" to the North line of the property. When the property to the North develops, Heritage Way will be a through street

- C. *Findings documenting the availability of police, fire, parks, and school facilities and services shall be made to allow for conclusionary findings either for or against the proposed annexation. The adequacy of these services shall be considered in relation to annexation proposals.*

Finding: This annexation will only add 8 lots with perhaps 20 to 24 new residents to the City of Newberg. That is approximately one tenth of one percent (0.1%) of the population of Newberg which is insignificant. However, the new construction will add to the tax base and will pay their fare share of City services.

- D. *The burden for providing the findings for divisions (A), (B) and (C) of this section is placed upon the applicant.*

Finding: The above findings are provided by the applicant.

- E. *The city council may annex properties where urban services are not and cannot practically be made available within the three year time frame noted in division (B) above, but where annexation is needed to address a health hazard, to annex an island, to address sewer or water connection issues for existing development, to address specific legal or contract issues, to annex property where the timing and provision of adequate services in relation to development is or will be addressed through legislatively adopted specific area plans or similar plans, or to address similar situations. In these cases, absent a specific legal or contractual constraint, the Council shall apply an interim zone, such as a limited-use overlay, that would limit development of the property until such time as the services become available.*

Finding: Full services are available up to the property boundaries, so full development can proceed by extending services after annexation into the City of Newberg.

GENERAL LAND USE PLAN - *Indicate types and intensities of proposed development, transportation routes (for pedestrians and vehicles), watercourses, significant natural features, open space, significant stands of mature trees, wildlife travel corridors, and any development on adjacent properties.*

Finding: Residential streets with sidewalks meeting City of Newberg standards are stubbed up to the property from the South. Crater Lane fronts the East side of the property and provides through traffic to the North. There are no significant natural features, water courses, significant stands of trees or wildlife corridors on adjacent properties. Development after annexation will extend Newberg's street system fronting and through

the property.

DEVELOPMENT CONCEPT STATEMENT - *Provide a written statement about the overall development concept that addresses methods by which the physical and social environment of the site, surrounding area, and community will be enhanced by this project.*

Finding: After annexation, the property is to be developed to City of Newberg R-2 Standards. The property is relatively level and does not have any unusual features that would influence its development. The proposed plan maximizes the number of lots for the property in the range of 3,500 to 4,600 square feet each.

Residential streets with sidewalks meeting City of Newberg standards are stubbed up to the property from the South. Crater Lane fronts the East side of the property and provides through traffic to the North. There are no significant natural features, water courses, significant stands of trees or wildlife corridors on adjacent properties. Development after annexation will extend Newberg's street, sidewalks, water, sewer and storm drainage systems fronting and through the property.

PUBLIC FACILITIES FINANCING STATEMENT - *Provide a written statement outlining the method and source of financing that will be used to provide public utilities to the site.*

Finding: Residential streets with sidewalks and public, water, sanitary sewer and storm drainage systems meeting City of Newberg Public Works Standards will be constructed by the developer at the developer's expense after Annexation and Tentative Plan approval. Builders for each lot will pay the City's current system development charges.

POSITIVE AND NEGATIVE EFFECTS STATEMENT - *Provide a written statement regarding the potential positive and negative physical, aesthetic, and related social effects of the proposed development on the community as a whole and on the smaller sub-community or neighborhood of which it will become a part, along with proposed actions to mitigate the negative effects.*

Finding: There are no significant features for the property other than it is undeveloped. Future development of the site has been determined through the Comprehensive Plan process to be in the best interest of the community. The applicant intends to develop in accordance with the plans.

CONCLUSION

This property, if annexed, can be developed to the R-2 Medium Density Zone in accordance with the affordable housing and density goals of an infill R-2 development site. The shape of the project and existing streets fronting and stubbed to the property allow efficient development of the property.

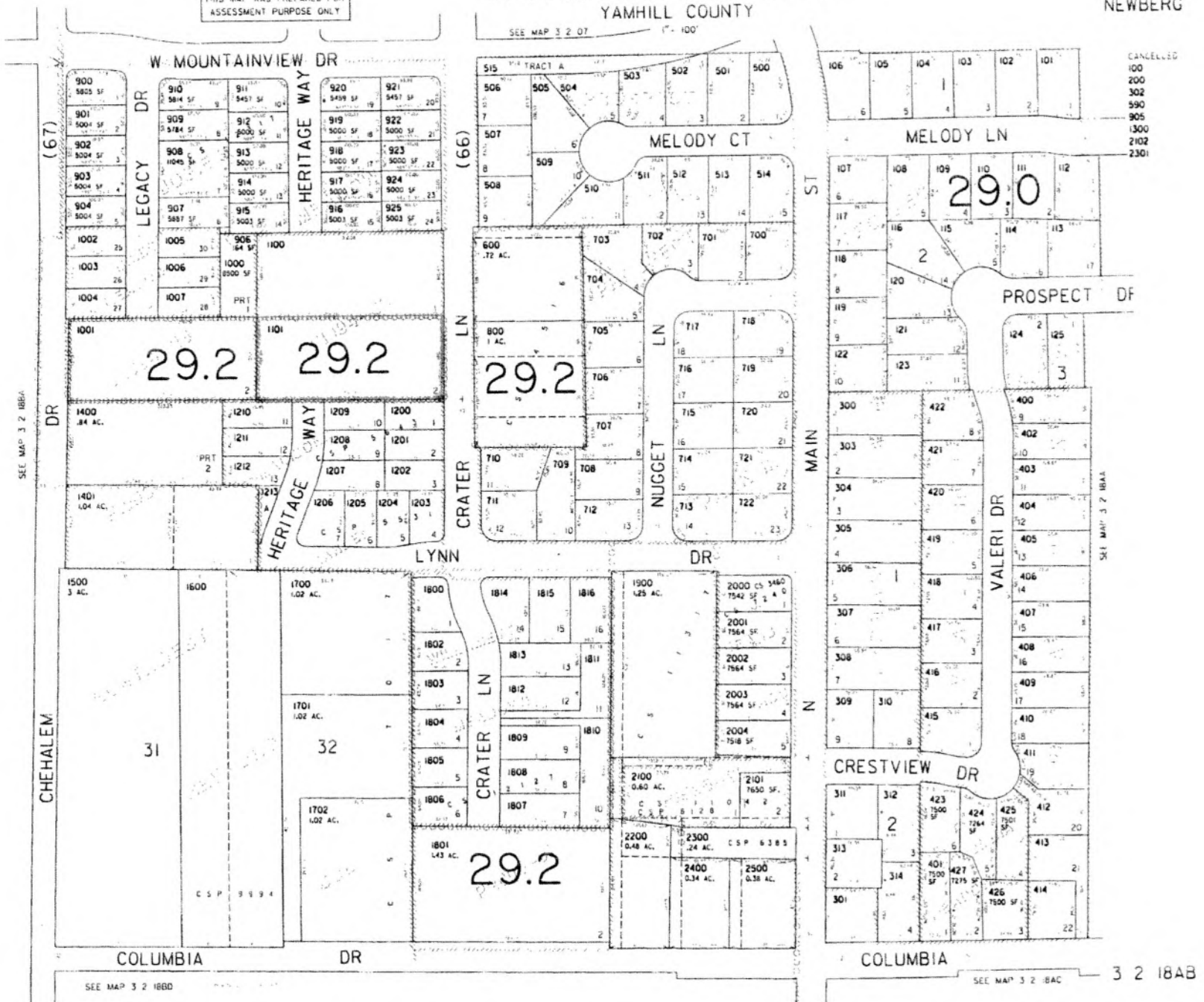
The applicant feels that there is a market, even at the current depressed housing market conditions, for smaller more affordable dwelling units. Newberg is currently encouraging affordable housing. Annexation of this R-2 site will help meet Newberg's goal.

Approval of the property for annexation to the City of Newberg under a Type III review is hereby requested.

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

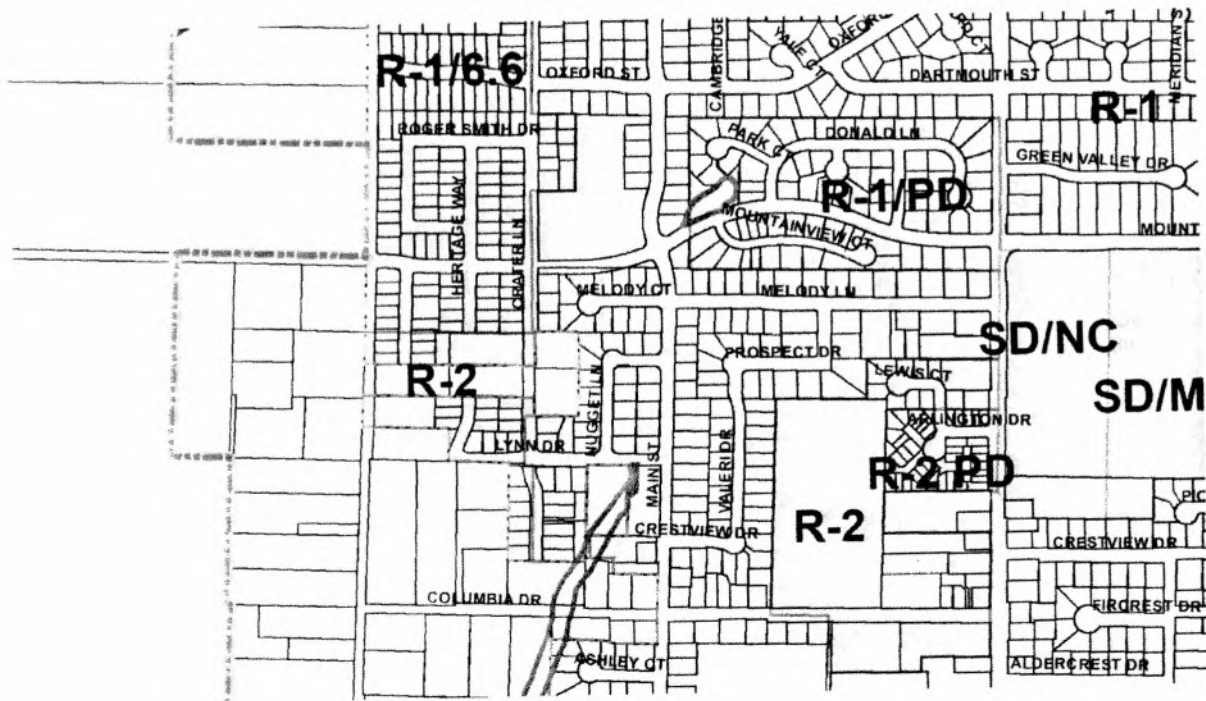
NW 1/4 NE 1/4 SEC 18 T3S R2W W.M.
YAMHILL COUNTY

3 2 18AB
NEWBERG

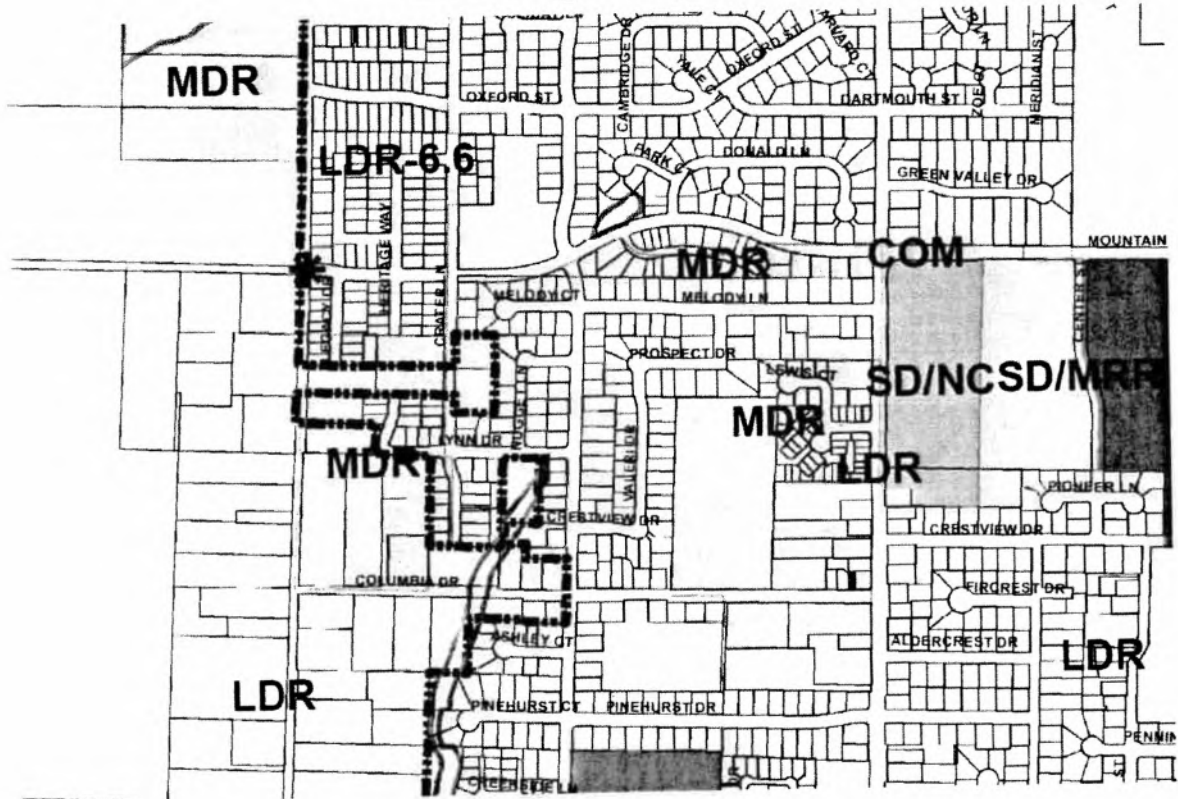


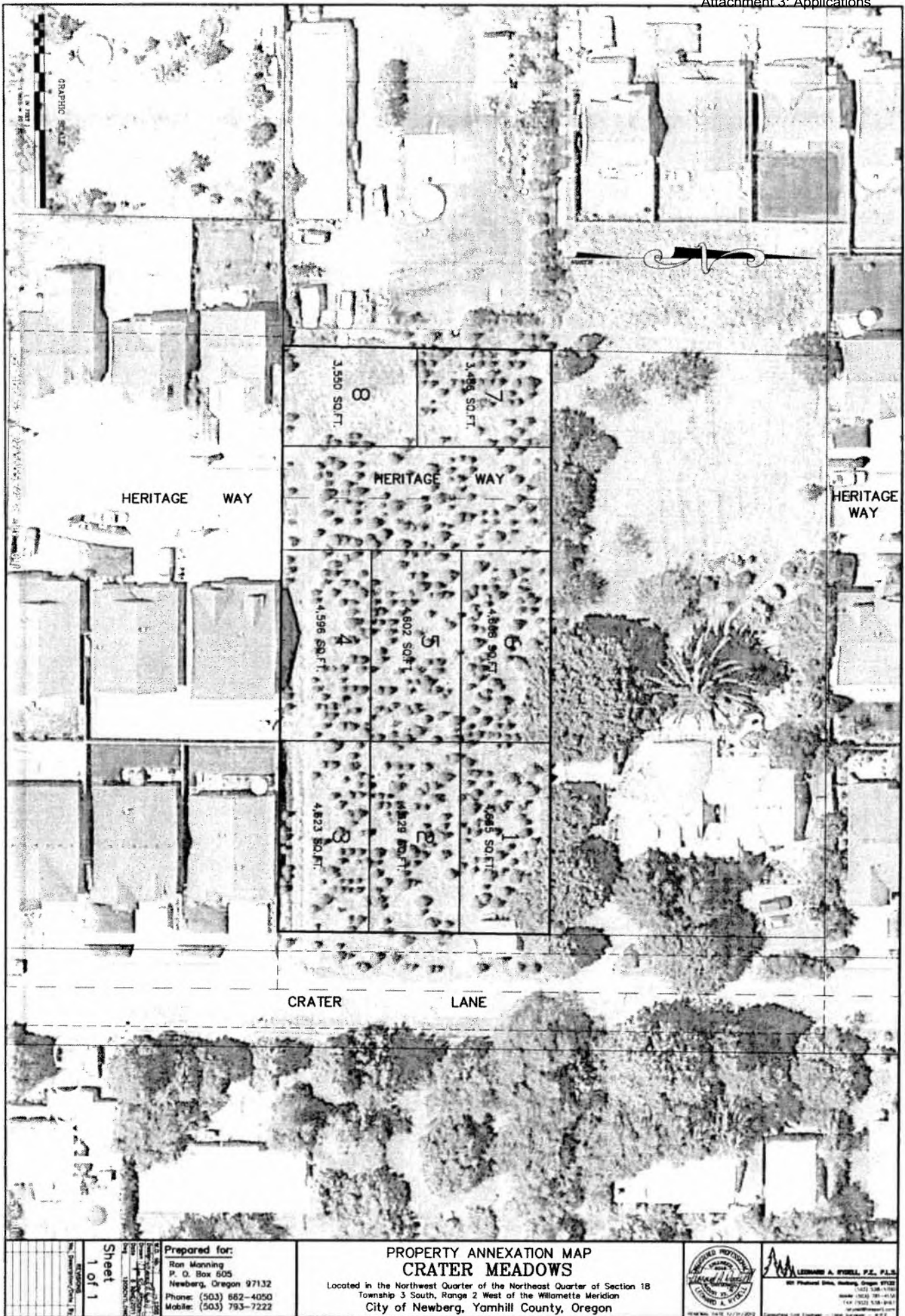
Attachment 3: Applications

Comprehensive Plan



Zoning Map





HERITAGE WAY

HERITAGE WAY

HERITAGE WAY

CRATER LANE

Sheet
1 of 1

Prepared for:
Ron Manning
P. O. Box 805
Newberg, Oregon 97132
Phone: (503) 882-4050
Mobile: (503) 793-7222

PROPERTY ANNEXATION MAP
CRATER MEADOWS
Located in the Northwest Quarter of the Northeast Quarter of Section 18
Township 3 South, Range 2 West of the Willamette Meridian
City of Newberg, Yamhill County, Oregon



LEONARD A. FURELL, P.E., P.L.S.
500 Portland Ave., Astoria, Oregon 97103
(503) 325-1100
www.lafurell.com
Fax: (503) 325-1100
lafurell@comcast.net
Surveying, Civil Engineering, Land Use Planning - W.F.Z.



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625
(503) 538-5700 FAX 538-9167
larydell@teleport.com

LEGAL DESCRIPTION

Parcel 2, Partition 1994-023
Prepared for Ron Manning

W.O. No. 1205
Revised 6 April 2012
Exhibit "A"

PARCEL 2 OF PARTITION 1993-023, a partition recorded 27 May 1994, Yamhill County Plat Deed Records and located in the William and Mary Jones Donation Land Claim No. 35 in the Northwest Quarter of the Northeast Quarter of Section 18, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon. Said property being described based on said Partition 1994-23 as follows:

Beginning at a point in the center of of a 40 foot roadway (Crater Lane), said point being the Northeast corner of that tract of land described in deed to Cochranes and recorded in Film Volume 274, Page 17, Yamhill County Deed Records, said point on record as being 9.11 chains West and 4.32 chains South of the Northeast corner of the William Jones and wife Donation Land Claim; thence North 90° 00' 00" West 30.00 feet to a 5/8-inch iron rebar at the Northeast corner of said Parcel 2, said rebar being to the True Point of Beginning; thence North 90° 00' 00" West 313.58 feet along the North line of said Parcel 2 to a 5/8-inch iron rebar at the Northwest corner of said Parcel 2; thence South 00° 53' 07" West 137.40 feet along the West line of said Parcel 21 to a 5/8-inch iron rebar at the Southwest corner of said Parcel 2; thence South 89° 31' 28" East 314.55 feet along the South line of said Parcel 2 to a 5/8-inch iron rebar at the Southeast corner of said Parcel 2; thence North 00° 28' 38" East 140.00 feet to the point of beginning.

Said tract containing 1.0000 acres more or less.

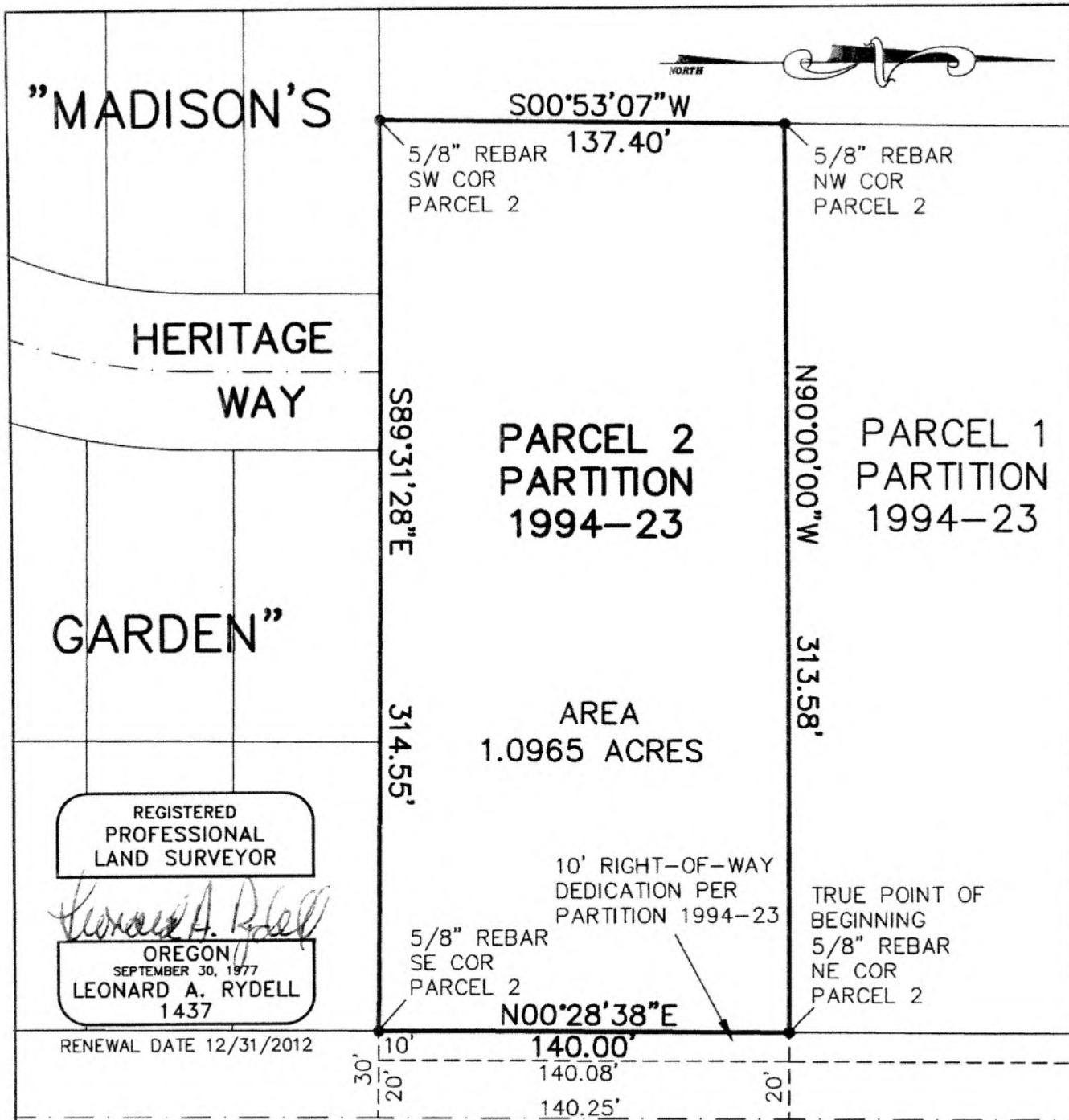
SUBJECT TO easements and improvements shown on said Partition Plat.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 30, 1977
LEONARD A. RYDELL
1437

RENEWAL DATE 12/31/2012

PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS



REGISTERED PROFESSIONAL LAND SURVEYOR

Leonard A. Rydell

OREGON
SEPTEMBER 30, 1977
LEONARD A. RYDELL
1437

RENEWAL DATE 12/31/2012

CRATER LANE

REV: 6 April 2012 LAR
DWG: AnnexMap.DWG

ANNEXATION MAP City of Newberg, Oregon		EXHIBIT B
PARCEL 2, PARTITION 1994-23		PREPARED BY: LEONARD A. RYDELL, PE, PLS, WRE 601 Pinehurst Drive Newberg, Oregon 97132 Phone: (503) 538-5700 W.O. No. 1205
Scale: 1" = 50'	Date: 28 Mar. 2012	Drawn:
Prepared For Ron Manning P.O. Box 605, Newberg, Oregon 97132 Phone: (503) 862-4050		



First American

First American Title Insurance Company of Oregon
 775 NE Evans Street
 McMinnville, OR 97128
 Phn - (503)472-4627
 Fax - (866)800-7294

Order No.: 1032-1852237
 March 16, 2012

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

JANELL WALKER, Escrow Officer/Closer

Phone: (503)538-7361 - Fax: (866)800-7290 - Email: janewalker@firstam.com
 First American Title Insurance Company of Oregon
 515 E Hancock, Newberg, OR 97132

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Clayton Carter, Title Officer

Phone: (503)472-4627 - Fax: (866)800-7294 - Email: ctcarter@firstam.com

Preliminary Title Report

2006 ALTA Owners Standard Coverage	Liability \$	143,600.00	Premium \$	364.00	Bldrs.Rate
2006 ALTA Owners Extended Coverage	Liability \$		Premium \$		
2006 ALTA Lenders Standard Coverage	Liability \$		Premium \$		
2006 ALTA Lenders Extended Coverage	Liability \$	To Come	Premium \$	To Come	
Endorsement 9, 22 & 8.1			Premium \$	100.00	
Govt Service Charge			Cost \$		
Other			Cost \$		

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

Parcel 2 of Partition Plat No. 94-23, recorded May 27, 1994 in Film 3, Page 480, Records of Plats for Yamhill County, Oregon.

and as of March 09, 2012 at 8:00 a.m., title to the fee simple estate is vested in:

Bret Martin and Serena Martin, as tenants by the entirety

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

3. Easements, or claims or easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
 7. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
 8. Water line as disclosed on recorded Partition Plat No. 94-23.
 9. Covenant of Waiver of Rights and Remedies Agreement and the terms and conditions thereof:

Between:	Brett and Serena Martin
And:	City of Newberg
Recording Information:	December 07, 2005 as Instrument No. 200527585
And Re-Recorded:	July 25, 2006
Recording Information:	200616705

10. Deed of Trust and the terms and conditions thereof.
- | | |
|------------------------|---|
| Grantor/Trustor: | Bret Martin and Serena Martin, husband and wife |
| Grantee/Beneficiary: | William B Gregor and Joanne R. Gregor, husband and wife |
| Trustee: | Northwest Title Company |
| Amount: | \$40,169.18 |
| Recorded: | August 16, 1996 |
| Recording Information: | 199613564 |

- END OF EXCEPTIONS -

NOTE: We find no judgments or United States Internal Revenue liens against David Todd Construction, LLC

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

Situs Address as disclosed on Yamhill County Tax Roll:

no site address given, (vacant lot on Crater Lane), Newberg, OR 97132

NOTE: Taxes for the year 2011-2012 PAID IN FULL

Tax Amount:	\$9.92
Map No.:	R3218AB-01101
Property ID:	495391
Tax Code No.:	29.2

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION

Filing Address: **Yamhill County**
535 NE Fifth Street
McMinnville, OR 97128

Recording Fees: \$ **41.00** for the first page
\$ **5.00** for each additional page

cc: David Todd Construction, LLC
cc: Serena Martin
cc: Pamula Irish, Prudential Northwest Properties
225 NE Baker St, McMinnville, OR 97128
cc: Matt Willcuts, Willcuts Company Realtors
700 Deborah Rd Ste 200, Newberg, OR 97132-2090



First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08

RECORDED IN YAMHILL COUNTY OREGON
BOOK 55 PAGE 536
199408523 1:49 PM 05/27/94
994 9001274 09 02
4 Pgs 5 2 0 00 45.00 0.00 0.00 0.00

PARTITION

for: William B. &
Joanne R. Gregor

Docket No. P-14-93

Location: The NW 1/4 of the NE 1/4 of Section 18, T.3 S., R.2 W.,
W.M., and being part of the William Jones Donation Land
Claim No. 38, City of Newberg, Yamhill County, Oregon.

Tax Lot: 32184B-1100

Date: 02 November 1993

APPROVALS:

William B. Gregor 11/3-10-94
Yamhill County Planning Director
William A. Allen 11/10/93
Yamhill County Engineer
Dennis Specks
Yamhill County Commissioner
Ted Louwensmink
Yamhill County Commissioner
Debi Owens
Yamhill County Commissioner
Recorded, date 5-27-94
Time of day 1:09 pm
Fm 3 Page 486
G. Susan Deputy
Yamhill County Clerk

TAXES AND ASSESSMENTS ON THE ABOVE DESCRIBED
PROPERTY HAVE BEEN PAID IN FULL TO June 30 1994

Janice M. Steingers 2-1-94
Yamhill County Tax Collector

- Notes
- 1) There are no HGS stations within 1/2 mile of this tract.
 - 2) All parcels have legal access to the county roads.
 - 3) This partition does not guarantee the issuance of a residential building permit for either parcel. Prior to issuance of residential development permits for the parcels, the applicable provisions of the Yamhill County Zoning Ordinance must be satisfied.
 - 4) No city owned or privately owned sewage disposal system, alternate treatment facility or approved septic pits will be provided to the purchaser of any parcel unless otherwise noted.
 - 5) No municipal, public utility, community water supply or private well system will be provided to the purchaser of any parcel unless otherwise noted.

LEGEND

- = monument found, flush to 0.3" down, in good condition unless otherwise stated. Origin stated if known.
- = set 5/8" iron rod with yellow plastic cap marked "Dundek PLS 1942"
- X - = existing fence line
- [] = date of record
- - - = Right-of-Way
- - - - = easement



By: Matt Dundek & Assoc.
19010 Solar Creek Rd.
McMinnville, Oregon 97128
Phone: 472-7904

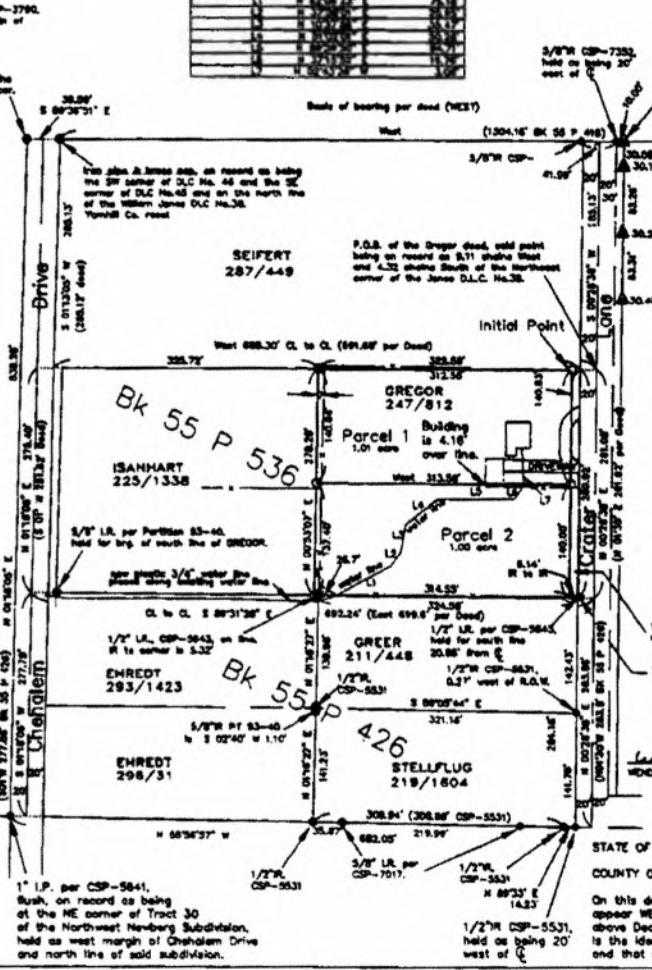
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
MATT DUNDEK
1942
Expire 31 December 1993

Narrative

The purpose of this survey is to create two parcels as shown from the GREGOR tract as recorded in Film Volume 247, Page 812. The bearing base is along the north line of the James Donation Land Claim No. 38, per deed. The north line of the GREGOR tract is the south line of the SEIFERT tract as described in Film Volume 257, Page 448, Yamhill County Deed Records which is held as being parallel with the north line of the James D.L.C. and 4.32 chains south of said line as called in both deeds. The west line of GREGOR is set on the west line of Crater Lane from as set in CSP-7352 which should be the same as shown by PROSPECT PARK # although by my measurements there seems to be a slight difference in the position of the road. There is a deed overlap with the south line of GREGOR (originally Parish to FORT - Book 55 Page 536) and the north line of GREGOR (originally Parish to KELTY - Book 55 Page 428) also E.C. Cochrane & wife to S.W. Parish (Book 55, Page 416.) The meter deed to Book 55 P. 428 as I have set the south line of GREGOR on the north line of GREGOR (KELTY) and I have held monuments of CSP-5843 & PT 83-40 to set this line. The west line of GREGOR is the west line of the east one-half of the original tract, Parish to FORT - Volume 55 Page 536. I have set this line by first setting the north and south line of GREGOR & ISANHART. Then I drew a line from the midpoint of the south line to the midpoint of the north line. Then I offset this line to the east until the area in the GREGOR & ISANHART tract is equal. Then I offset the west line of Crater Lane 10' to the west (30' from centerline).

1-1/2" I.P. per CSP-7390, held for east margin of Cheshalem Drive. This IP has been held for the west margin before the BC & P replaced the stone at the D.L.C. cor.

North



Surveyor's Certificate
I, Matt Dundek, do hereby certify that I have surveyed and marked with proper monuments the land hereon shown the boundary of which is described as follows:
Beginning at a point in the center of a 40 foot roadway, said point being the northeast corner of that tract of land described in deed to COCHRANE and recorded in Film Volume 274, Page 17, Yamhill County Deed Records, said point on record as being 9.11 chains West and 4.32 chains South of the Northeast corner of the William Jones and wife Donation Land Claim, and which said Northeast corner of said William Jones and wife Donation Land Claim is also the Northeast corner of the Oliver A. Walker Donation Land Claim; thence West 30.00 feet to the TRUE POINT OF BEGINNING; thence West 312.58 feet to the southwest corner of the east half of that tract of land described by deed from PARRISH to FORT and recorded in Book 55, Page 536; thence S 00°33'07" W 278.25 feet to the southwest corner of said east half and on the north line of that tract of land described by deed from PARRISH to KELTY and recorded in Book 55, Page 428; thence S 89°31'28" E 324.55 feet along said north line to the west margin of Crater Lane, thence N 00°28'38" E 280.92 feet along said margin; thence West 10.00 feet to the TRUE POINT OF BEGINNING.

DECLARATION
KNOW ALL MEN BY THESE PRESENTS that we WILLIAM B. GREGOR, JOANNE R. GREGOR and WENDY B. COCHRANE are the owners of the lands represented on the attached map and more particularly described in the Surveyor's Certificate and have caused said lands to be partitioned into the 2 parcels and easements as shown and do hereby dedicate the east 10' to the public forever.
In addition, there are no water rights appurtenant to the lands represented.

WILLIAM B. GREGOR
JOANNE R. GREGOR
WENDY B. COCHRANE
STATE OF OREGON }
COUNTY OF YAMHILL }
On this day the 2nd of Dec, 1993, did personally appear WILLIAM B. GREGOR in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.
Mollie Dundek
OFFICIAL SEAL
MOLLIE DUNDEK
REGISTERED PROFESSIONAL LAND SURVEYOR
COMMISSION NO. 04886
BY COMMISSION EXPIRES JUNE 11, 1994

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200616705



\$46.00

00241588200600167050050057

07/25/2006 01:09:44 PM

DNR-WRMDNR Cnt=1 Str=2 ANITA
\$25.00 \$10.00 \$11.00

CITY OF NEWBERG
CITY RECORDER INDEX NO. 2216

AFTER RECORDING RETURN TO:
City of Newberg HARPER KAUN
Planning and Building Department
PO Box 970 - 414 E. First Street
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$46.00

00219730200600275050050004

200527585

2:12:48 PM 12/07/2005

DNR-WRMDNR Cnt=1 Str=3 KENTV
\$25.00 \$10.00 \$11.00

COVENANT OF WAIVER OF RIGHTS AND REMEDIES

(Bring re-recorded to correct legal description)

Recitals

1. The undersigned, Brett & Serena Martin and _____ (hereinafter referred to as "Owner" or "Owners") has/have petitioned the City of Newberg (hereinafter referred to as "City") to commence certain proceedings, relating to Tax lot 3218 AB 1101 and V4B, for the real property described in Exhibit A which is attached hereto and incorporated herein.
2. Pursuant to the enactment of Ballot Measure 37 (effective December 2, 2004), a property owner may elect to seek just compensation or waiver of land use regulations if a public entity enacts or enforces the land use regulations after the property owner acquired the property.
3. There is the potential that the Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances.
4. City does not wish to approve the Owner's/Owners' requested proceedings if the result would or could arguably give rise to a later claim by the Owner or Owners, or the Owner's/Owners' successors or assigns for compensation for the land use regulations in effect upon the effective date of the proceedings, or would or could arguably require the City to waive the City's land use regulations in effect upon the effective date of the proceedings, which are being newly imposed upon the property by reason and result of the proceedings.
5. Owner(s) seek(s) to induce the City to proceed with the proceedings and therefore Owner(s) agree(s) to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

NOW THEREFORE, the undersigned Owner(s) warrant(s) that the Owner(s) executing this covenant hold(s) the full and complete present ownership or any interest therein in the property, and hereby agree(s) and covenant(s) as follows:

1. As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: Tax lot 3218 AB 1101, which may include designation of the property as subject to additional applicable overlay zones and districts, e.g., Limited Use Overlay District, (all inclusively referred to herein as "proceedings"), the undersigned Owner(s), on behalf of Owner(s), Owner's/Owners' heirs, devisees, executors, administrators, successors and assigns, agree(s) and covenant(s) to the City of Newberg, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases and forever discharges, and agrees that Owner(s) shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 37 (2004) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from City land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.
2. This waiver and release shall bind the undersigned's heirs, devisees, executors and administrators,

1/5

FIRST AMERICAN TITLE & 126

successors in interests, and assigns. This covenant, waiver, release and discharge shall run with the land, and this instrument, or a memorandum hereof, may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated upon the filing of a Notice of Termination of Covenant filed by the City of Newberg.

- 3. If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Owner(s) acknowledge(s) that the proceedings may be initiated by the City of Newberg at any time in the discretion of the City of Newberg, and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.
- 4. This document is executed of my/our own free will and without duress. I, or if more than one, each of us respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect my/our legal rights and remedies.

OWNER

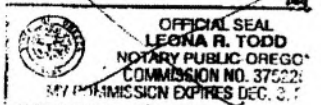
OWNER

[Signature]
Serena D. Martin

STATE OF OREGON)
) ss.
 County of Yamhill)

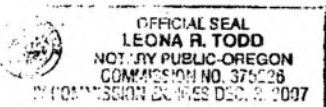
This instrument was acknowledged before me on this 22nd day of NOVEMBER, 2005, by
BRET MARTIN and SERENA D. MARTIN.

[Signature]
 Notary Public for Oregon
 My Commission expires: DEC. 3, 2007



CITY OF NEWBERG
[Signature]
 James H. Bennett, City Recorder
 Dated: 11/28/05

APPROVED AS TO FORM:
[Signature]
 Terrence D. Maffr, City Attorney
 Dated: [Signature]



2/9

AFTER RECORDING RETURN TO:

City of Newberg
 Planning and Building Department
 PO Box 970 - 414 E. First Street
 Newberg, OR 97132

COVENANT OF WAIVER OF RIGHTS AND REMEDIES
Recitals

1. The undersigned, Brett & Serena Martin and _____ (hereinafter referred to as "Owner" or "Owners") has/have petitioned the City of Newberg (hereinafter referred to as "City") to commence certain proceedings, relating to Tax lot 3218 AB 1101 and V413, for the real property described in Exhibit A which is attached hereto and incorporated herein.
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3. There is the potential that the Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances.
4. City does not wish to approve the Owner's/Owners' requested proceedings if the result would or could arguably give rise to a later claim by the Owner or Owners, or the Owner's/Owners' successors or assigns for compensation for the land use regulations in effect upon the effective date of the proceedings, or would or could arguably require the City to waive the City's land use regulations in effect upon the effective date of the proceedings, which are being newly imposed upon the property by reason and result of the proceedings.
5. Owner(s) seek(s) to induce the City to proceed with the proceedings and therefore Owner(s) agree(s) to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

NOW THEREFORE, the undersigned Owner(s) warrant(s) that the Owner(s) executing this covenant hold(s) the full and complete present ownership or any interest therein in the property, and hereby agree(s) and covenant(s) as follows:

1. As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: Tax lot 3218 AB 1101, which may include designation of the property as subject to additional applicable overlay zones and districts, e.g., Limited Use Overlay District, (all inclusively referred to herein as "proceedings"), the undersigned Owner(s), on behalf of Owner(s), Owner's/Owners' heirs, devisees, executors, administrators, successors and assigns, agree(s) and covenant(s) to the City of Newberg, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases and forever discharges, and agrees that Owner(s) shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 37 (2004) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from City land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.
2. This waiver and release shall bind the undersigned's heirs, devisees, executors and administrators,

3/5

successors in interests, and assigns. This covenant, waiver, release and discharge shall run with the land, and this instrument, or a memorandum hereof, may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated upon the filing of a Notice of Termination of Covenant filed by the City of Newberg.

- 3. If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Owner(s) acknowledge(s) that the proceedings may be initiated by the City of Newberg at any time in the discretion of the City of Newberg, and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.
- 4. This document is executed of my/our own free will and without duress. I, or if more than one, each of us respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect my/our legal rights and remedies.

OWNER

[Signature]

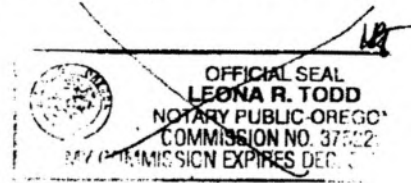
OWNER

Suzanne D. Martin

STATE OF OREGON)
County of Yamhill) ss.

This instrument was acknowledged before me on this 22nd day of NOVEMBER, 2005, by BRET MARTIN and SUZANNE D. MARTIN.

[Signature]
Notary Public for Oregon
My Commission expires: DEC. 3, 2007



CITY OF NEWBERG

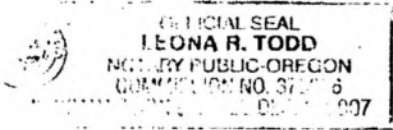
APPROVED AS TO FORM:

James H. Bennett, City Recorder

Terrence D. Mahr, City Attorney

Dated: _____

Dated: _____



4/5

NT Northwest Title Company
STATUTORY WARRANTY DEED

WENDY B. COCHRANE, as to an undivided 30.9% interest and WILLIAM B. GREGOR and JOANNE R. GREGOR, husband and wife, as to an undivided 69.1% interest, Grantor, conveys and warrants to, BRET MARTIN and SERENA MARTIN, husband and wife, Grantee, the following described property free of liens and encumbrances, except as specifically set forth herein:

Parcel 2 of Partition Plat No. 94-23, recorded May 27, 1994 in Film 3, Page 480, Records of Plats for Yamhill County, Oregon.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

This property is free of liens and encumbrances, EXCEPT: 1996-97 taxes not yet payable; As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest;

The true consideration for this conveyance is \$ 50,000.00

Dated this 14 day of August, 1996

William B. Gregor
WILLIAM B. GREGOR
Wendy B. Cochrane
WENDY B. COCHRANE

Joanne R. Gregor
JOANNE R. GREGOR

NORTHWEST TITLE COMPANY

STATE OF OREGON, COUNTY OF YAMHILL Iss.

The foregoing instrument was acknowledged before me this 14 day of August, 1996 by WILLIAM B. GREGOR, JOANNE R. GREGOR and WENDY B. COCHRANE.



Christina M. Marsh
Notary Public for Oregon
My Commission Expires: 9/1/98

THIS SPACE RESERVED FOR RECORDER'S USE

Title Order No. 63320
Escrow No. 18414

After Recording Return to:

BRET MARTIN and SERENA MARTIN
307 E 9th St.
Newberg, OR 97132

Until a change is requested all tax statements shall be sent to the following address:

BRET MARTIN and SERENA MARTIN
307 E 9th St.
Newberg, OR 97132

Recorded in Official Yamhill County Records
CHRISTINA MARSH, COUNTY CLERK
35.00
199613563 2:47PM 08/16/96
001 004000 12 02 000200
1 0 D00 1 0.00 10.00 20.00 0.00 0.00 0.00

76-91-8

5/5

Recorded in Yamhill County Oregon
CHARLES STERN, COUNTY CLERK
45, 88
199408523 1:09pm 05/27/94
084 9081274 09 02
P 03 0 2 0 00 45.00 0.00 0.00 0.00 0.00

PARTITION

for : William B. &
Joanne R. Gregor

Docket No. P-14-93

Location: The NW 1/4 of the NE 1/4 of Section 18, T.3 S., R.2 W.,
W.M., and being part of the William Jones Donation Land
Claim No. 38, City of Newberg, Yamhill County, Oregon.

Tax Lot: 3216AB-1100

Date : 02 November 1993

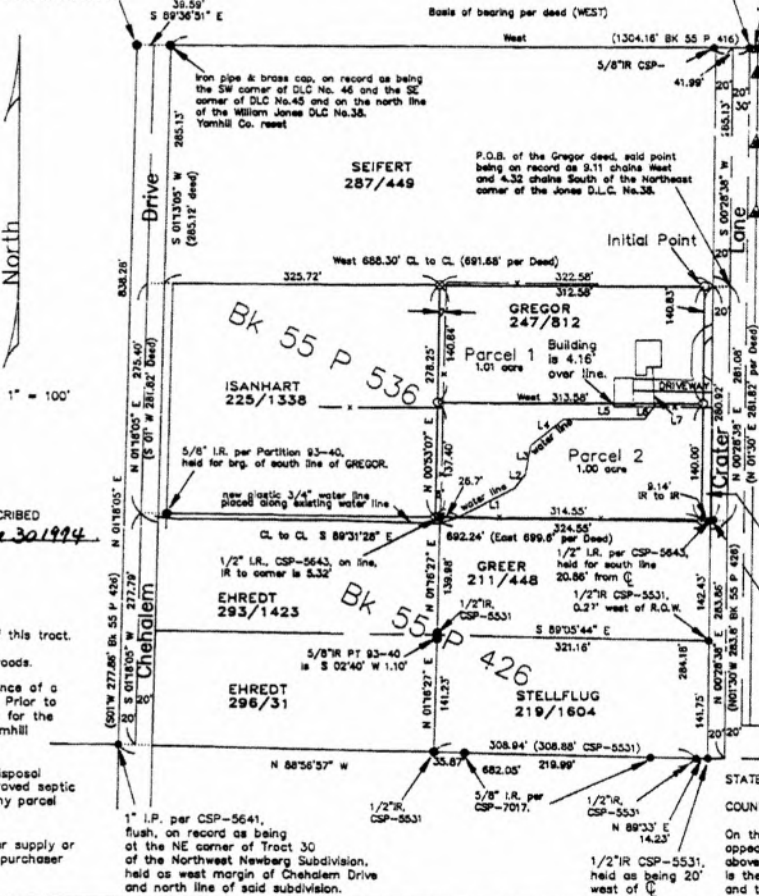
APPROVALS :

Yamhill County Surveyor
William A. Gill 1/3/93
Yamhill County Planning Director
Bernis Joehs
Yamhill County Commissioner
Ted Lapunnowski
Yamhill County Commissioner
Debi Owens
Yamhill County Commissioner
Recorded, date 5-27-94
Time of day 1:09 pm
Film 3 Page 480
G. S. ...
Yamhill County Clerk

1-1/4" I.P. per CSP-3790,
held for west margin of
Cheshalem Drive.
This IP has been
held for the west
margin before the
BC & IP replaced the
stone at the DLC cor.

- LEGEND
- = monument found, flush to 0.2" down, in good condition unless otherwise stated. Origin stated if known.
 - = set 5/8" iron rod with yellow plastic cap marked "Dunkel PLS 1942"
 - X - = existing fence line
 - () = date of record
 - - - = Right-of-Way
 - - - - = easement

LINE	MARKING	TABLE	DISTANCE
L1	N 89°05'44" E	322.58'	75.18'
L2	S 00°53'07" W	312.58'	20.85'
L3	N 89°31'28" E	314.55'	30.47'
L4	S 00°53'07" W	312.58'	30.28'
L5	N 89°31'28" E	314.55'	34.71'
L6	S 00°53'07" W	312.58'	14.72'
L7	N 89°31'28" E	314.55'	3.08'



TAXES AND ASSESSMENTS ON THE ABOVE DESCRIBED
PROPERTY HAVE BEEN PAID IN FULL TO June 30 1994
Julia M. Steigers 2-1-94
Yamhill County Tax Collector

- Notes
- 1) There are no NGS stations within 1/2 mile of this tract.
 - 2) All parcels have legal access to the county roads.
 - 3) This partition does not guarantee the issuance of a residential building permit for either parcel. Prior to issuance of residential development permits for the parcels, the applicable provisions of the Yamhill County Zoning Ordinance must be satisfied.
 - 4) No city owned or privately owned sewage disposal system, alternate treatment facility or approved septic site will be provided to the purchaser of any parcel unless otherwise noted.
 - 5) No municipal, public utility, community water supply or private well system will be provided to the purchaser of any parcel unless otherwise noted.

By : Matt Dunkel & Assoc.
19010 Baker Creek Rd.
McMinnville, Oregon 97128
Phone : 472-7904

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Matthew Dunkel
OREGON
MAY 18 1988
MATTHEW E. DUNKEL
1942
Expires 31 December 1993

Narrative: The purpose of this survey is to create the two parcels as shown from the GREGOR tract as recorded in Film Volume 247, Page 812. The bearing base is along the north line of the Jones Donation Land Claim No. 38, per deed. The north line of the GREGOR tract is the south line of the SEIFERT tract as described in Film Volume 287, Page 449, Yamhill County Deed Records which is held as being parallel with the north line of the Jones D.L.C. and 4.32 chains south of said line as noted in both deeds. The east line of GREGOR is set on the west line of Crater Lane from as set in CSP-7352 which should be the same as shown by PROSPECT PARK if although by my measurements there seems to be a slight difference in the position of the road. There is a deed overlap with the south line of GREGOR (originally Parrish to FORT - Book 55 Page 536) and the north line of GREER (originally Parrish to KELTY - Book 55 Page 428)(see also E.E. Carter & wife to S.W. Parrish Book 55, Page 416.). The senior deed is Book 55 P 428 so I have set the south line of GREGOR on the north line of GREER(KELTY) and I have held monuments of CSP-5643 & PT 93-40 to set this line. The west line of GREGOR is the west line of the east one-half of the original tract, Parrish to FORT - Volume 55 Page 536. I have set this line by first setting the north and south line of GREGOR & ISANHART. Then I drew a line from the midpoint of the south line to the midpoint of the north line. Then offset this line to the east until the areas in the GREGOR & ISANHART tract is equal. The east line of the west line of Crater Lane 10' to the west (30' from centerline).

Surveyor's Certificate
I, Matt Dunkel, do hereby certify that I have surveyed and marked with proper monuments the land hereon shown the boundary of which is described as follows:
Beginning at a point in the center of a 40 foot roadway, said point being the northeast corner of that tract of land described in deed to COCHRANE and recorded in Film Volume 274, Page 17, Yamhill County Deed Records, said point on record as being 9.11 chains West and 4.32 chains South of the Northeast corner of the William Jones and wife Donation Land Claim, and which said Northeast corner of said William Jones and wife Donation Land Claim is also the Northwest corner of the Oliver J. Walker Donation Land Claim; thence West 30.00 feet to the TRUE POINT OF BEGINNING; thence West 312.58 feet to the northwest corner of the east half of that tract of land described by deed from PARRISH to FORT and recorded in Book 55, Page 536; thence S 00°53'07" W 278.25 feet to the southwest corner of said east half and on the north line of that tract of land described by deed from PARRISH to KELTY and recorded in Book 55, Page 428; thence S 89°31'28" E 324.55 feet along said north line to the west margin of Crater Lane; thence N 00°28'38" E 280.92 feet along said margin; thence West 10.00 feet to the TRUE POINT OF BEGINNING.

Matt Dunkel, Oregon PLS 1942
19010 Baker Creek Road
McMinnville, OR 97128
Phone: 472-7904

DECLARATION
KNOW ALL MEN BY THESE PRESENTS that we WILLIAM B. GREGOR, JOANNE R. GREGOR and WENDY B. COCHRANE are the owners of the lands represented on the attached map and more particularly described in the Surveyor's Certificate and have caused said lands to be partitioned into the 2 parcels and easements as shown and do hereby dedicate the east 10' to the public forever.

In addition, there are no water rights appurtenant to the lands represented on the attached map.
WILLIAM B. GREGOR
STATE OF OREGON }
COUNTY OF YAMHILL } ss. *Mollie Dunkel*
On this day the 2nd of Dec., 1993, did personally appear WILLIAM B. GREGOR in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.
Joanne R. Gregor
JOANNE R. GREGOR
STATE OF OREGON }
COUNTY OF YAMHILL } ss. *Mollie Dunkel*
On this day the 2nd of Dec., 1993, did personally appear JOANNE R. GREGOR in the capacity shown in the above Declaration, who being duly sworn, did say that she is the identical person named in the foregoing instrument and that she executed said instrument freely and voluntarily.

WENDY B. COCHRANE
STATE OF OREGON }
COUNTY OF YAMHILL } ss. *Mollie Dunkel*
On this day the 4th of Dec., 1993, did personally appear WENDY B. COCHRANE in the capacity shown in the above Declaration, who being duly sworn, did say that she is the identical person named in the foregoing instrument and that she executed said instrument freely and voluntarily.



TYPE III APPLICATION - 2012 (QUASI-JUDICIAL REVIEW)

File #: ANX-12-002

TYPES - PLEASE CHECK ONE:

- Annexation
Comprehensive Plan Amendment (site specific)
Zoning Amendment (site specific)
Historic Landmark Modification/alteration
Conditional Use Permit
Type III Major Modification
Planned Unit Development
Other: (Explain)

APPLICANT INFORMATION:

APPLICANT: Robert & Susan Kindsvoogel
ADDRESS: 208 N. Springbrook Rd, Newberg OR 97132
EMAIL ADDRESS: skindsvoogel@msn.com
PHONE: 503-554-1851 MOBILE: 503-550-1190 (Rob) FAX: 503-554-1851

GENERAL INFORMATION:

PROJECT NAME: Kindsvoogel Annexation PROJECT LOCATION: 208 N. Springbrook Rd
PROJECT DESCRIPTION/USE: Residence
MAP/TAX LOT NO. (i.e. 3200AB-400): R3221BB-00300 ZONE: VLDR1 SITE SIZE: 4,603 SQ. FT. [X] ACRE []
CURRENT USE: Residence
SURROUNDING USES: NORTH: Residence SOUTH: Residence EAST: Residence WEST: Commercial office

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist: [] Fees [] Public Notice Information [] Current Title Report [] Written Criteria Response [] Owner Signature

For detailed checklists, applicable criteria for the written criteria response, and number of copies per application type, turn to:

Annexationp. 15
Comprehensive Plan / Zoning Map Amendment (site specific)p. 19
Conditional Use Permitp. 21
Historic Landmark Modification/Alterationp. 23
Planned Unit Developmentp. 26

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] 3-29-12
Applicant Signature Date

Susan Kindsvoogel
Print Name

[Signature] 3-29-12
Owner Signature Date

Susan Kindsvoogel
Print Name

Attachments: General Information, Fee Schedule, Noticing Procedures, Planning Commission Schedule, Criteria, Checklists

March 20, 2012

To: City of Newberg
Planning and Building Dept.
PO Box 970
Newberg, OR 97132

File #: ANX-12-002

Re: Annexation request for property located at 208 N. Springbrook Road.

Tax lot #: R3221BB 00300

To Whom It May Concern:

This letter serves as our request to continue the annexation process for our property, located at 208 N. Springbrook Road, Newberg, Oregon into the City of Newberg. We are requesting annexation because the City of Newberg issued the requirement when as a condition of connecting our residence to the City sewer when our septic failed in 2010. Our property meets the following criteria:

- A. The use for this property will not change. The comprehensive plan map indicates that our property is in Medium Density Residential zoning, and so we are requesting R2 zoning upon annexation to match up with the City zoning plan for our area.
- B. Urban services are already available for this property.
 - 1. Dwelling is already connected to City water and sewer services.
 - 2. Current roads are adequate and no increase in use is anticipate as no changes are requested for use of property. ODOT's current bypass plan includes upgrades to Springbrook Road.
- C. As we are surrounded by the City of Newberg, are connected to City services and utilities and are not changing the current use of our property, we feel that there will not be any noticeable change if we are approved for annexation.
- D. We have included findings to reference the requirements discussed above.
- E. General land use plan - no development requested, single family residence currently on property is consistent with comprehensive plan.
- F. Development concept - No development requested, annexation only.
- G. Public facilities financing not needed as current dwelling already connected to city water and sewer services.

Positive and negative effects - as no changes are requested to current use of property, there should be no negative effects to annexation, and no additional burden placed on public services. The positive effect would be to increase City tax revenues.

City Council Hearing

- If the decision is a recommendation from the Planning Commission that requires adoption of an ordinance, then a new public hearing will be held at the City Council. At the City Council 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.

Appeals

- If the applicant, or other parties providing written testimony prior to or at the hearing, or parties providing oral testimony at the hearing; are dissatisfied with the decision of the Planning Commission, they may file an appeal within 14 calendar days of the issuance of the decision. Appeals of Type III decisions proceed to the City Council for a hearing on the record. City Council decisions may only be appealed to the Land Use Board of Appeals.

Permits

- Once a final decision has been made, the applicant may proceed or submit other permits, if necessary (i.e.: design review, building permits, subdivision approval, etc.). For applications involving more than one application type, the permits may be processed individually under each procedure or under the highest procedure number that applies.

Helpful Hints:

- **Questions?** Information is free! Please do not hesitate to call (503) 537-1240 prior to submitting the application.
- **Partial Applications:** Please do not submit partial applications. If the application, plans, and fee are not submitted together; processing will be delayed and the application may not be accepted for review.
- **Face-to-Face:** It is best to submit an application in person. That way you can receive immediate feedback if there's missing information or suggestions for improvements.

Land Use Notice

FILE #: _____

PROPOSAL: Annexation into City of Newberg

FOR FURTHER INFORMATION, CONTACT:

City of Newberg
Planning & building Department
414 E First Street
Phone: 503-537-1240

NOTICE OF CITY COUNCIL HEARING ON A COMPREHENSIVE PLAN AND ZONE CHANGE

A property owner in your neighborhood submitted an application to the City of Newberg for annexation into the City. The Newberg City Council will hold a hearing on **TBD**, at 7pm at the Newberg Public Safety Building, 401 E. Third Street 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 testifying before the City Council. For more details about giving comments, please see the back of this sheet.

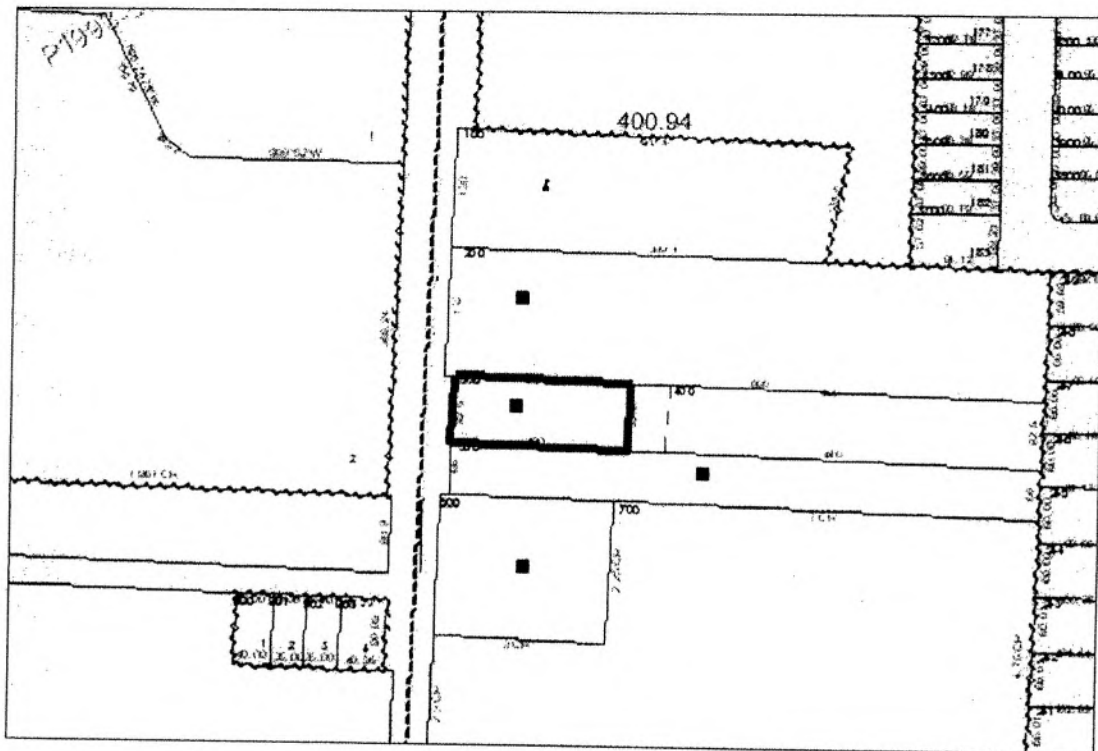
The application would create: Annexation of .36 acres of County property into the City of Newberg.

APPLICANT: Robert & Susan Kindsvogel
TELEPHONE: (503) 554-1851

PROPERTY OWNER: Robert & Susan Kindsvogel

LOCATION: 208 N. Springbrook Rd.

TAX LOT NUMBER: Yamhill County Tax Lot #R3221BB 00300



We are mailing you information about this project because you own land within 500 feet of the proposed historic review. 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. You also may submit written comments. Oral testimony is typically limited to five minutes per speaker.

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

Written Comments: File No. XX
City of Newberg
Planning & Building Department
PO Box 970
Newberg, OR 97132

(City staff will give you the file number for your project at the time of application)

All written comments must be received by 5:00 p.m. on *(enter date seven days from date of the hearing.)* Written information received after this time will be read out loud at the hearing subject to time limits for speakers, and will be included in the record if there are further proceedings.

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 no cost seven days prior to the public hearing. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1240.

Any issue which 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 for a historic review are found in Newberg Development Code Section 15.344.030 (A) (3).

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 Planning Commission will make a decision at the end of the public hearing process. If you participate in the public hearing process, either by testifying at the public hearing, or by sending in written comments, we will send you information about any decision made by the City relating to this project.

Date Mailed: *Date notice is mailed*

CITY OF NEWBERG

REQUIREMENTS FOR MAILED NOTICES

For all Type II and Type III land use applications, mailed notice must be sent to all property owners within five hundred (500) 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 five hundred (500) feet of the outer boundaries of the tax lot or tax lots of the proposed project. 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 five hundred (500) 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
 Planning & Building 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 Planning & Building Office at 414 E. First Street, Newberg.
- For Type II actions, the notice must be mailed at least fourteen (14) days before a decision is rendered. For Type III actions, the notice must be mailed at least twenty (20) days before the first new hearing, or if two or more hearings are required, ten (10) days before the first new hearing.
- 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. Sample notices for each application type are located on the web at:

<http://www.newbergoregon.gov/planning/sample-notice-forms-type-ii-applications>

(or to navigate there on your own from the homepage (www.newbergoregon.gov): City Departments, Planning and Building, Planning, Planning Forms)

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 Newberg Planning & Building Department, 414 E. First Street, 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.

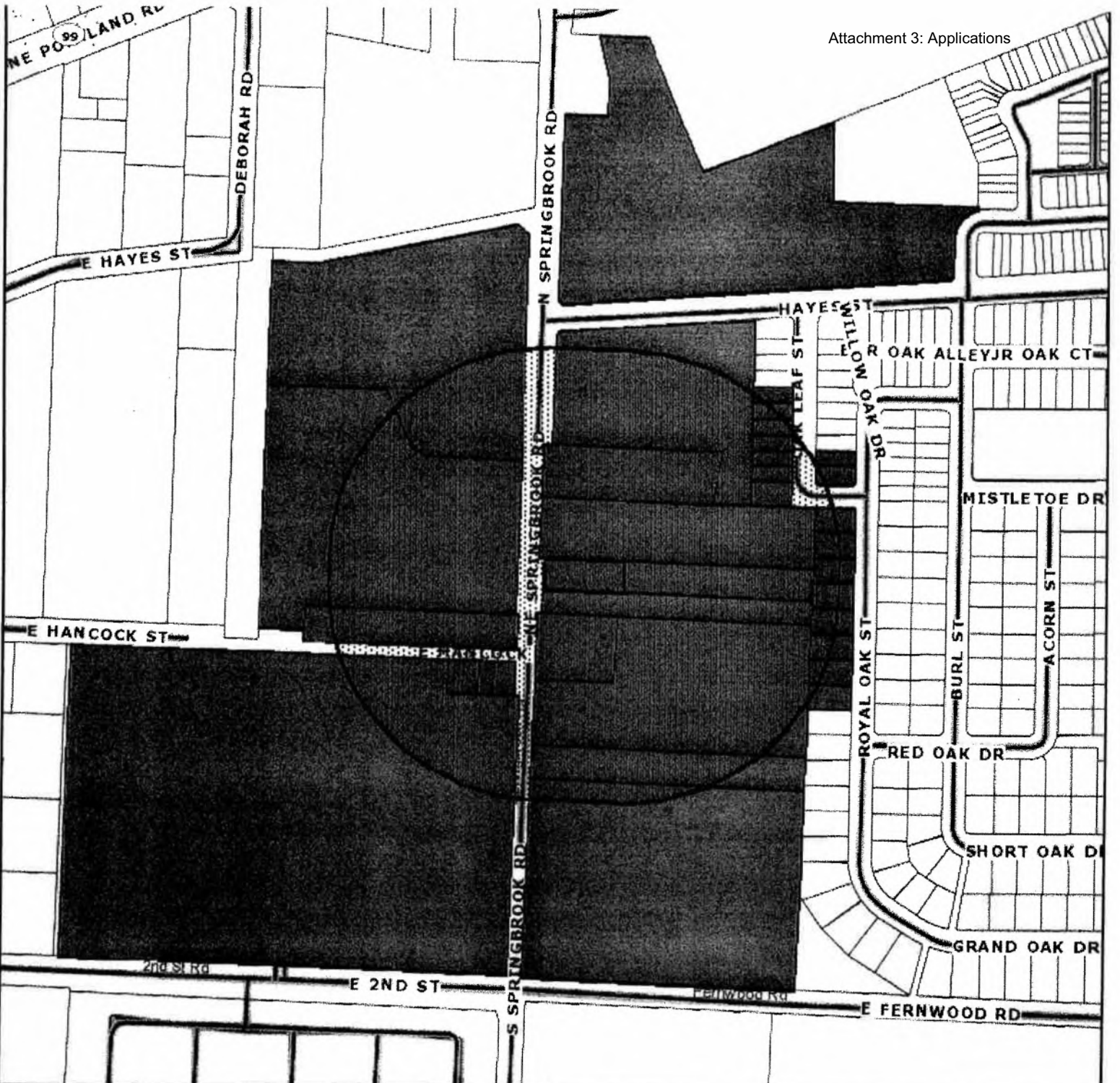
Acceptable materials for notice signs: (dimensions: minimum 2' x 3')

- 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.



First American Title

This map has been copied from the public records and is provided solely for the purpose of assisting in locating the premises. No liabilities are assumed for inaccuracies contained herein or for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



<Click to Change Title>



Attachment 3: Applications

First American Title

ParcelID	Site Addr	Site City	Site Zip	Acres	Beds	Baths	SqFt	Owner
R321602017	0	Newberg	97132	10.7200	0	0.00	0	Werth Family LLC
R3216CD03100	401 Oak Leaf St	Newberg	97132	0.0787	4	2.50	1994	Johnson Living Trust
R3216CD03200	349 Oak Leaf St	Newberg	97132	0.0831	3	2.50	2205	Johnson David & Elizabeth
R3216CD03300	339 Oak Leaf St	Newberg	97132	0.0790	3	2.50	1865	Motta Jared P
R3216CD03400	329 Oak Leaf St	Newberg	97132	0.0792	4	2.50	1988	Kuenzl Teresa
R3216CD03500	319 Oak Leaf St	Newberg	97132	0.0837	3	2.50	2205	Bak Hun
R3216CD03600	309 Oak Leaf St	Newberg	97132	0.0795	3	2.50	1865	Wang Peter C
R3216CD03700	303 Oak Leaf St	Newberg	97132	0.1259	3	2.50	2205	Creighton Kirk G & Belinda L
R3216CD03800	308 Oak Leaf St	Newberg	97132	0.0974	3	2.50	2205	Hope George L & Constance L
R3216CD03900	318 Oak Leaf St	Newberg	97132	0.0806	4	2.50	1994	Banc Of America Funding 2006-a Trust
R322100900	108 NE Springbrook Rd		97132	7.6700	2	1.00	936	Walker J C
R322101200	2901 E 2nd St	Newberg	97132	17.6500	0	0.00	0	Bauer David L & Patricia Co-Trustees OF
R3221BA00242	211 Royal Oak St	Newberg	97132	0.1408	5	4.00	3397	Maugerl Rose
R3221BA00243	221 Royal Oak St	Newberg	97132	0.1391	4	4.00	3064	Beecher Christopher J & Christine
R3221BA00244	231 Royal Oak St	Newberg	97132	0.1373	4	3.00	2769	Wells Jeffrey & Karyn K
R3221BA00245	241 Royal Oak St	Newberg	97132	0.1355	3	3.00	2392	Harris Jacob E & Amanda S
R3221BA00246	251 Royal Oak St	Newberg	97132	0.1337	4	2.50	2856	Flannigan Lynn M & Michael W
R3221BA00247	261 Royal Oak St	Newberg	97132	0.1320	4	3.00	2959	Andrews David W & Margaret
R3221BA00248	271 Royal Oak St	Newberg	97132	0.1302	3	3.00	2392	Harris Bryan J & Gennie S
R3221BA00249	281 Royal Oak St	Newberg	97132	0.1277	3	3.00	2359	Mendenhall David Trustee For
R3221BB00100	216 NE Springbrook Rd		97132	1.2300	0	0.00	0	Fernwood Grange NO 770
R3221BB00200	212 NE Springbrook Rd		97132	2.0000	4	1.50	2002	Landis Curt & Tammy L
R3221BB00300	208 NE Springbrook Rd		97132	0.3600	2	2.00	2050	Kindsvogol Robert W & Susan M
R3221BB00400	0 NE Springbrook Rd		97132	0.8300	0	0.00	0	Mueller Gerald D & Mary S
R3221BB00500	204 NE Springbrook Rd		97132	0.9900	4	3.00	2088	Mueller Gerald D & Mary S
R3221BB00600	116 NE Springbrook Rd		97132	0.6800	3	2.50	1443	Stout Linda M
R3221BB00700	112 N Springbrook Rd	Newberg	97132	3.9700	3	2.50	2148	Anderson Lawrence J & Christie L
R3221BB00800	100 NE Springbrook Rd		97132	1.0000	5	2.00	1664	Sam Roy & Patricia C
R3221BB00900	3202 E Hancock St	Newberg	97132	0.0735	3	2.50	1280	Powers Kim
R3221BB00901	3208 E Hancock St	Newberg	97132	0.0643	3	2.50	1280	Bessett Rachel & Shane
R3221BB00902	3214 E Hancock St	Newberg	97132	0.0643	3	1.50	1100	Newman Carol H Trustee For
R3221BB00903	3220 E Hancock St	Newberg	97132	0.0906	3	1.50	1100	Read John P & Ericka L
R3221BB01000	0		97132	1.0000	0	0.00	0	Spencer John W & Janelle L
R3221BB01100	305 N Springbrook Rd	Newberg	97132	6.2100	0	0.00	0	Spencer John W & Janelle L
R3221BB01200	309 N Springbrook Rd	Newberg	97132	5.6400	0	0.00	0	Portland General Electric Company

ParcelID: R321602017
Map #: 1527509
Owner Name: Werth Family LLC
Owner Address:
 33180 NE Haugen Rd
 Newberg OR 97132
Assessed Value: 2204127.00
Subdivision:
Lot/Block: /

Site Addr: 0
Acres: 10.7200
Beds: 0
Baths: 0.00
Sq Ft.: 0
Year Built: 0
Land Use: 7006 -

Recording Date: 6/29/2004
 12:00:00 AM
Document: -
Sale Price: 0.0000
Loan Amt:
Loan Type:
Fin. Type:
Lender:

ParcelID: R3216CD03100
Map #: 1529537
Owner Name: Johnson Living Trust
Owner Address:
 22195 NE Sunnycrest Rd
 Newberg OR 97132
Assessed Value: 192044.00
Subdivision: OAKS AT SPRINGBROOK NO. 4
Lot/Block: 177/

Site Addr: 401 Oak Leaf St
Acres: 0.0787
Beds: 4
Baths: 2.50
Sq Ft.: 1994
Year Built: 2005
Land Use: 1016 -

Recording Date: 10/28/2005
 12:00:00 AM
Document: - W
Sale Price: 248000.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3216CD03200
Map #: 1529540
Owner Name: Johnson David & Elizabeth
Owner Address:
 C/O 37 Leasingham
 Laneruskington Steaford Lincs
 Ng349ag Engla ND 00000
Assessed Value: 212368.00
Subdivision: OAKS AT SPRINGBROOK NO. 4
Lot/Block: 178/

Site Addr: 349 Oak Leaf St
Acres: 0.0831
Beds: 3
Baths: 2.50
Sq Ft.: 2205
Year Built: 2005
Land Use: 1016 -

Recording Date: 9/2/2005
 12:00:00 AM
Document: 19349 - W
Sale Price: 321124.0000
Loan Amt: 161000.0000
Loan Type: F
Fin. Type:
Lender: DHI MORTGAGE CO

ParcelID: R3216CD03300
Map #: 1529543
Owner Name: Motta Jared P
Owner Address:
 31127 Willamette Way W
 Wilsonville OR 97070
Assessed Value: 187303.00
Subdivision: OAKS AT SPRINGBROOK NO. 4
Lot/Block: 179/

Site Addr: 339 Oak Leaf St
Acres: 0.0790
Beds: 3
Baths: 2.50
Sq Ft.: 1865
Year Built: 2005
Land Use: 1016 -

Recording Date: 2/28/2007
 12:00:00 AM
Document: 4646 - W
Sale Price: 299000.0000
Loan Amt: 239200.0000
Loan Type: V
Fin. Type:
Lender: NEW CENTURY MORTGAGE

ParcelID: R3216CD03400
Map #: 1529546
Owner Name: Kuenzi Teresa
Owner Address:
 329 Oak Leaf St
 Newberg OR 97132
Assessed Value: 191828.00
Subdivision: OAKS AT SPRINGBROOK NO. 4
Lot/Block: 180/

Site Addr: 329 Oak Leaf St
Acres: 0.0792
Beds: 4
Baths: 2.50
Sq Ft.: 1988
Year Built: 2005
Land Use: 1016 -

Recording Date: 8/24/2007
 12:00:00 AM
Document: - W
Sale Price: 314900.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3216CD03500
Map #: 1529549
Owner Name: Bak Hun
Owner Address:
 319 Oak Leaf St
 Newberg OR 97132
Assessed Value: 202666.00
Subdivision: OAKS AT
 SPRINGBROOK NO. 4
Lot/Block: 181/

Site Addr: 319 Oak Leaf St
Acres: 0.0837
Beds: 3
Baths: 2.50
Sq Ft.: 2205
Year Built: 2005
Land Use: 1016 -

Recording Date: 9/28/2005
 12:00:00 AM
Document: 21320 - W
Sale Price: 266054.0000
Loan Amt: 212800.0000
Loan Type: F
Fin. Type:
Lender: AMERICA'S
 WHOLESALE LENDER

ParcelID: R3216CD03600
Map #: 1529552
Owner Name: Wang Peter C
Owner Address:
 473 Hope St NO 1
 Mountain View CA 94041
Assessed Value: 187303.00
Subdivision: OAKS AT
 SPRINGBROOK NO. 4
Lot/Block: 182/

Site Addr: 309 Oak Leaf St
Acres: 0.0795
Beds: 3
Baths: 2.50
Sq Ft.: 1865
Year Built: 2005
Land Use: 1016 -

Recording Date: 12/13/2005
 12:00:00 AM
Document: 28149 - W
Sale Price: 244359.0000
Loan Amt: 195487.0000
Loan Type: F
Fin. Type:
Lender: DHI MORTGAGE CO

ParcelID: R3216CD03700
Map #: 1529555
Owner Name: Creighton Kirrk G &
 Bellinda L
Owner Address:
 303 Oak Leaf St
 Newberg OR 97132
Assessed Value: 210092.00
Subdivision: OAKS AT
 SPRINGBROOK NO. 4
Lot/Block: 183/

Site Addr: 303 Oak Leaf St
Acres: 0.1259
Beds: 3
Baths: 2.50
Sq Ft.: 2205
Year Built: 2005
Land Use: 1016 -

Recording Date: 9/28/2005
 12:00:00 AM
Document: 21330 - W
Sale Price: 286440.0000
Loan Amt: 229152.0000
Loan Type: F
Fin. Type:
Lender: DHI MORTGAGE CO

ParcelID: R3216CD03800
Map #: 1529558
Owner Name: Hope George L &
 Constance L
Owner Address:
 308 Oak Leaf St
 Newberg OR 97132
Assessed Value: 202352.00
Subdivision: OAKS AT
 SPRINGBROOK NO. 4
Lot/Block: 184/

Site Addr: 308 Oak Leaf St
Acres: 0.0974
Beds: 3
Baths: 2.50
Sq Ft.: 2205
Year Built: 2005
Land Use: 1016 -

Recording Date: 11/23/2005
 12:00:00 AM
Document: 26566 - W
Sale Price: 272428.0000
Loan Amt: 272420.0000
Loan Type: V
Fin. Type:
Lender: MERITAGE
 MORTGAGE LLC

ParcelID: R3216CD03900
Map #: 1529561
Owner Name: Banc Of America
 Funding 2006-a Trust
Owner Address:
 1800 Tapo Canyon Rd
 Simi Valley CA 93063-6712
Assessed Value: 192044.00
Subdivision: OAKS AT
 SPRINGBROOK NO. 4
Lot/Block: 185/

Site Addr: 318 Oak Leaf St
Acres: 0.0806
Beds: 4
Baths: 2.50
Sq Ft.: 1994
Year Built: 2005
Land Use: 1016 -

Recording Date: 2/21/2012
 12:00:00 AM
Document: - U
Sale Price: 180810.0000
Loan Amt: 0.0000
Loan Type: U
Fin. Type:
Lender:

ParcelID: R322100900	Site Addr: 108 NE Springbrook Rd	Recording Date: 8/31/1980
Map #: 162498		12:00:00 AM
Owner Name: Walker J C	Acres: 7.6700	Document: -
Owner Address:	Beds: 2	Sale Price: 81000.0000
108 S Springbrook Rd	Baths: 1.00	Loan Amt: 0.0000
Newberg OR 97132	Sq Ft.: 936	Loan Type:
Assessed Value: 144976.00	Year Built: 1920	Fin. Type:
Subdivision:	Land Use: 4016 -	Lender:
Lot/Block: /		

ParcelID: R322101200	Site Addr: 2901 E 2nd St	Recording Date:
Map #: 162602	Acres: 17.6500	Document: -
Owner Name: Bauer David L & Patricia Co-Trustees OF	Beds: 0	Sale Price: 0.0000
Owner Address:	Baths: 0.00	Loan Amt:
Attn Bauer Jeffrey33030 NE	Sq Ft.: 0	Loan Type:
Corral Creek Rd	Year Built: 0	Fin. Type:
Newberg OR 97132	Land Use: 2076 -	Lender:
Assessed Value: 2621479.00		
Subdivision:		
Lot/Block: /		

ParcelID: R3221BA00242	Site Addr: 211 Royal Oak St	Recording Date: 12/7/2004
Map #: 1525973	Acres: 0.1408	12:00:00 AM
Owner Name: Maugeri Rose	Beds: 5	Document: 24807 - W
Owner Address:	Baths: 4.00	Sale Price: 410170.0000
211 Royal Oak St	Sq Ft.: 3397	Loan Amt: 247920.0000
Newberg OR 97132	Year Built: 2004	Loan Type: F
Assessed Value: 332173.00	Land Use: 1016 -	Fin. Type:
Subdivision: OAKS AT SPRINGBROOK NO 2		Lender: DHI MORTGAGE CO
Lot/Block: 141/		

ParcelID: R3221BA00243	Site Addr: 221 Royal Oak St	Recording Date: 6/11/2007
Map #: 1525976	Acres: 0.1391	12:00:00 AM
Owner Name: Beecher Christopher J & Christine	Beds: 4	Document: 12761 - W
Owner Address:	Baths: 4.00	Sale Price: 449900.0000
221 Royal Oak St	Sq Ft.: 3064	Loan Amt: 359920.0000
Newberg OR 97132	Year Built: 2004	Loan Type: V
Assessed Value: 317636.00	Land Use: 1016 -	Fin. Type:
Subdivision: OAKS AT SPRINGBROOK NO 2		Lender: NATIONPOINT
Lot/Block: 142/		

ParcelID: R3221BA00244	Site Addr: 231 Royal Oak St	Recording Date: 7/3/2007
Map #: 1525979	Acres: 0.1373	12:00:00 AM
Owner Name: Wells Jeffrey & Karyn K	Beds: 4	Document: 14644 - W
Owner Address:	Baths: 3.00	Sale Price: 475000.0000
231 Royal Oak St	Sq Ft.: 2769	Loan Amt: 380000.0000
Newberg OR 97132	Year Built: 2004	Loan Type: F
Assessed Value: 267987.00	Land Use: 1016 -	Fin. Type:
Subdivision: OAKS AT SPRINGBROOK NO 2		Lender: COUNTRYWIDE HOME LOANS INC
Lot/Block: 143/		

ParcelID: R3221BA00245
Map #: 1525982
Owner Name: Harris Jacob E & Amanda S
Owner Address:
 241 Royal Oak St
 Newberg OR 97132
Assessed Value: 247099.00
Subdivision: OAKS AT SPRINGBROOK NO 2
Lot/Block: 144/

Site Addr: 241 Royal Oak St
Acres: 0.1355
Beds: 3
Baths: 3.00
Sq Ft.: 2392
Year Built: 2004
Land Use: 1016 -

Recording Date: 8/20/2004 12:00:00 AM
Document: 17197 - W
Sale Price: 284525.0000
Loan Amt: 270298.0000
Loan Type: F
Fin. Type:
Lender: DHI MORTGAGE CO

ParcelID: R3221BA00246
Map #: 1525985
Owner Name: Flannigan Lynn M & Michael W
Owner Address:
 251 Royal Oak St
 Newberg OR 97132
Assessed Value: 268463.00
Subdivision: OAKS AT SPRINGBROOK NO 2
Lot/Block: 145/

Site Addr: 251 Royal Oak St
Acres: 0.1337
Beds: 4
Baths: 2.50
Sq Ft.: 2856
Year Built: 2004
Land Use: 1016 -

Recording Date: 7/13/2004 12:00:00 AM
Document: 14029 - G
Sale Price: 294216.0000
Loan Amt: 235372.0000
Loan Type: F
Fin. Type:
Lender: SUMMIT MORTGAGE

ParcelID: R3221BA00247
Map #: 1525988
Owner Name: Andrews David W & Margaret
Owner Address:
 261 Royal Oak St
 Newberg OR 97132
Assessed Value: 274016.00
Subdivision: OAKS AT SPRINGBROOK NO 2
Lot/Block: 146/

Site Addr: 261 Royal Oak St
Acres: 0.1320
Beds: 4
Baths: 3.00
Sq Ft.: 2959
Year Built: 2004
Land Use: 1016 -

Recording Date: 6/28/2004 12:00:00 AM
Document: 12777 - G
Sale Price: 307092.0000
Loan Amt: 245600.0000
Loan Type: V
Fin. Type:
Lender: CHASE MANHATTAN MORTGAGE CORP

ParcelID: R3221BA00248
Map #: 1525991
Owner Name: Harris Bryan J & Gennie S
Owner Address:
 271 Royal Oak St
 Newberg OR 97132
Assessed Value: 248652.00
Subdivision: OAKS AT SPRINGBROOK NO 2
Lot/Block: 147/

Site Addr: 271 Royal Oak St
Acres: 0.1302
Beds: 3
Baths: 3.00
Sq Ft.: 2392
Year Built: 2004
Land Use: 1016 -

Recording Date: 8/23/2007 12:00:00 AM
Document: 18919 - W
Sale Price: 352500.0000
Loan Amt: 282000.0000
Loan Type: V
Fin. Type:
Lender: WASHINGTON MUTUAL FSB

ParcelID: R3221BA00249
Map #: 1525994
Owner Name: Mendenhall David Trustee For
Owner Address:
 7486 SW Lakeside LP
 Wilsonville OR 97070
Assessed Value: 245754.00
Subdivision: OAKS AT SPRINGBROOK NO 2
Lot/Block: 148/

Site Addr: 281 Royal Oak St
Acres: 0.1277
Beds: 3
Baths: 3.00
Sq Ft.: 2359
Year Built: 2004
Land Use: 1016 -

Recording Date: 10/13/2004 12:00:00 AM
Document: 20920 - W
Sale Price: 247500.0000
Loan Amt: 80000.0000
Loan Type: F
Fin. Type:
Lender: AMERICAN HOME MTG ACCEPTANCE

ParcelID: R3221BB00100
Map #: 162354
Owner Name: Fernwood Grange
 NO 770
Owner Address:
 Newberg OR 97132
Assessed Value: 137922.00
Subdivision:
Lot/Block: /

Site Addr: 216 NE Springbrook
 Rd
Acres: 1.2300
Beds: 0
Baths: 0.00
Sq Ft.: 0
Year Built: 0
Land Use: 9816 -

Recording Date: 3/18/1993
 12:00:00 AM
Document: -
Sale Price: 39500.0000
Loan Amt:
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB00200
Map #: 162372
Owner Name: Landis Curt &
 Tammy L
Owner Address:
 212 NE Springbrook Rd
 Newberg OR 97132
Assessed Value: 235509.00
Subdivision:
Lot/Block: /

Site Addr: 212 NE Springbrook
 Rd
Acres: 2.0000
Beds: 4
Baths: 1.50
Sq Ft.: 2002
Year Built: 1953
Land Use: 4016 -

Recording Date: 10/24/1997
 12:00:00 AM
Document: -
Sale Price: 216000.0000
Loan Amt: 172800.0000
Loan Type: F
Fin. Type:
Lender: WESTERN SUNRISE
 MORTGAGE CORP

ParcelID: R3221BB00300
Map #: 162390
Owner Name: Kindsvogel Robert
 W & Susan M
Owner Address:
 PO Box 552
 Newberg OR 97132
Assessed Value: 120760.00
Subdivision:
Lot/Block: /

Site Addr: 208 NE Springbrook
 Rd
Acres: 0.3600
Beds: 2
Baths: 2.00
Sq Ft.: 2050
Year Built: 1954
Land Use: 4016 -

Recording Date: 2/5/2007
 12:00:00 AM
Document: 2719 - W
Sale Price: 150000.0000
Loan Amt: 106500.0000
Loan Type: F
Fin. Type:
Lender: GERALD D & MARY S

ParcelID: R3221BB00400
Map #: 1305262
Owner Name: Mueller Gerald D &
 Mary S
Owner Address:
 204 NE Springbrook Rd
 Newberg OR 97132
Assessed Value: 35139.00
Subdivision:
Lot/Block: /

Site Addr: 0 NE Springbrook Rd
Acres: 0.8300
Beds: 0
Baths: 0.00
Sq Ft.: 0
Year Built: 0
Land Use: 4016 -

Recording Date: 7/16/1993
 12:00:00 AM
Document: -
Sale Price: 155000.0000
Loan Amt:
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB00500
Map #: 162407
Owner Name: Mueller Gerald D &
 Mary S
Owner Address:
 204 NE Springbrook Rd
 Newberg OR 97132
Assessed Value: 191430.00
Subdivision:
Lot/Block: /

Site Addr: 204 NE Springbrook
 Rd
Acres: 0.9900
Beds: 4
Baths: 3.00
Sq Ft.: 2088
Year Built: 1964
Land Use: 4016 -

Recording Date: 7/16/1993
 12:00:00 AM
Document: -
Sale Price: 155000.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB00600
Map #: 162425
Owner Name: Stout Linda M
Owner Address:
 116 NE Springbrook Rd
 Newberg OR 97132
Assessed Value: 163089.00
Subdivision:
Lot/Block: /

Site Addr: 116 NE Springbrook Rd
Acres: 0.6800
Beds: 3
Baths: 2.50
Sq Ft.: 1443
Year Built: 1956
Land Use: 4016 -

Recording Date: 9/1/1987
 12:00:00 AM
Document: -
Sale Price: 60000.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB00700
Map #: 162434
Owner Name: Anderson Lawrence J & Christie L
Owner Address:
 112 N Springbrook Rd
 Newberg OR 97132
Assessed Value: 290597.00
Subdivision:
Lot/Block: /

Site Addr: 112 N Springbrook Rd
Acres: 3.9700
Beds: 3
Baths: 2.50
Sq Ft.: 2148
Year Built: 1968
Land Use: 1016 -

Recording Date: 6/25/1991
 12:00:00 AM
Document: -
Sale Price: 134950.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB00800
Map #: 162470
Owner Name: Sam Roy & Patricia C
Owner Address:
 PO Box 3235
 Newberg OR 97132
Assessed Value: 156362.00
Subdivision:
Lot/Block: /

Site Addr: 100 NE Springbrook Rd
Acres: 1.0000
Beds: 5
Baths: 2.00
Sq Ft.: 1664
Year Built: 1954
Land Use: 4016 -

Recording Date: 8/31/1980
 12:00:00 AM
Document: -
Sale Price: 81000.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB00900
Map #: 162577
Owner Name: Powers Kim
Owner Address:
 3202 E Hancock St
 Newberg OR 97132
Assessed Value: 130903.00
Subdivision: BRADLEY
Lot/Block: 1/

Site Addr: 3202 E Hancock St
Acres: 0.0735
Beds: 3
Baths: 2.50
Sq Ft.: 1280
Year Built: 1999
Land Use: 1016 -

Recording Date: 3/22/2007
 12:00:00 AM
Document: 6402 - W
Sale Price: 175500.0000
Loan Amt: 175500.0000
Loan Type: F
Fin. Type:
Lender: GN MORTGAGE CORP

ParcelID: R3221BB00901
Map #: 1503914
Owner Name: Bessett Rachel & Shane
Owner Address:
 3208 E Hancock St
 Newberg OR 97132
Assessed Value: 130903.00
Subdivision: BRADLEY
Lot/Block: 2/

Site Addr: 3208 E Hancock St
Acres: 0.0643
Beds: 3
Baths: 2.50
Sq Ft.: 1280
Year Built: 1999
Land Use: 1016 -

Recording Date: 8/14/2006
 12:00:00 AM
Document: 18684 - W
Sale Price: 166900.0000
Loan Amt: 170488.0000
Loan Type: F
Fin. Type: V
Lender: MORTGAGEIT INC

ParcelID: R3221BB00902
Map #: 1503917
Owner Name:Newman Carol H
Trustee For
Owner Address:
4227 Sheldon Circle
Pleasanton CA 94588
Assessed Value: 122185.00
Subdivision: BRADLEY
Lot/Block: 3/

Site Addr: 3214 E Hancock St
Acres: 0.0643
Beds: 3
Baths: 1.50
Sq Ft.: 1100
Year Built: 1997
Land Use: 1016 -

Recording Date: 11/12/2003
12:00:00 AM
Document: 28824 - G
Sale Price: 126000.0000
Loan Amt: 100800.0000
Loan Type: F
Fin. Type:
Lender: US BANK NA

ParcelID: R3221BB00903
Map #: 1503920
Owner Name:Read John P &
Ericka L
Owner Address:
3220 E Hancock St
Newberg OR 97132
Assessed Value: 122185.00
Subdivision: BRADLEY
Lot/Block: 4/

Site Addr: 3220 E Hancock St
Acres: 0.0906
Beds: 3
Baths: 1.50
Sq Ft.: 1100
Year Built: 1997
Land Use: 1016 -

Recording Date: 3/14/2003
12:00:00 AM
Document: 5987 - G
Sale Price: 124500.0000
Loan Amt: 122576.0000
Loan Type: F
Fin. Type: F
Lender: WELLS FARGO HOME
MORTGAGE INC

ParcelID: R3221BB01000
Map #: 162559
Owner Name:Spencer John W &
Janelle L
Owner Address:
PO Box 228
Newberg OR 97132
Assessed Value: 45305.00
Subdivision:
Lot/Block: /

Site Addr: 0
Acres: 1.0000
Beds: 0
Baths: 0.00
Sq Ft.: 0
Year Built: 0
Land Use: 4006 -

Recording Date: 3/7/1995
12:00:00 AM
Document: -
Sale Price: 49900.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB01100
Map #: 1493063
Owner Name:Spencer John W &
Janelle L
Owner Address:
305 N Springbrook Rd
Newberg OR 97132
Assessed Value: 1729750.00
Subdivision:
Lot/Block: /

Site Addr: 305 N Springbrook Rd
Acres: 6.2100
Beds: 0
Baths: 0.00
Sq Ft.: 0
Year Built: 0
Land Use: 3016 -

Recording Date: 10/16/1995
12:00:00 AM
Document: -
Sale Price: 650000.0000
Loan Amt: 0.0000
Loan Type:
Fin. Type:
Lender:

ParcelID: R3221BB01200
Map #: 162531
Owner Name:Portland General
Electric Company
Owner Address:
309 N Springbrook Rd
Newberg OR 97132
Assessed Value: 0.00
Subdivision:
Lot/Block: /

Site Addr: 309 N Springbrook Rd
Acres: 5.6400
Beds: 0
Baths: 0.00
Sq Ft.: 0
Year Built: 0
Land Use: 36 -

Recording Date: 1/19/1993
12:00:00 AM
Document: -
Sale Price: 75000.0000
Loan Amt:
Loan Type:
Fin. Type:
Lender:



First American

Attachment 3: Applications
First American Title Insurance Company of Oregon
775 NE Evans Street
McMinnville, OR 97128
Phn - (503)472-4627
Fax - (866)800-7294

PAR REPORT

City of Newberg
PO Box 970
Newberg, OR 97132

March 19, 2012
File Number: 1039-1850441

Attn: Susan

Re: R3221BB-300

Fee \$85.00

According to a search of our tract indices for the following described property, First American Title Insurance Company of Oregon (hereinafter referred to as "The Company" certifies as follows):

Legal Description of the property:

The land referred to in this report is described in Exhibit A attached hereto.

and as of March 8, 2012 at 8:00 a.m.

We find that the last deed of record runs to:

Robert W. Kindsvogel and Susan M. Kindsvogel, as tenants by the entirety

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

-NONE-

Recorded voluntary liens and tax information:

1. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
2. Road Deed, including terms and conditions contained therein:
Granted to: Yamhill County
For: Road way
Recorded: August 27, 1979
Recording Information: Film Volume 143, Page 959

3. Deed of Trust and the terms and conditions thereof.
 Grantor/Trustor: Robert W. Kindsvogel and Susan M. Kindsvogel, husband and wife
 Grantee/Beneficiary: Gerald D. Mueller and Mary Sue Mueller, or the survivor thereof
 Trustee: First American Title Insurance Company
 Amount: \$106,500.00
 Recorded: February 05, 2007
 Recording Information: 200702719

4. Contract for Extra-Territorial Provision of Wastewater Service and Consent to Annexation (wastewater service outside the City) With Agreement entitled: Waiver of One-Year Period and Prescribing the Period of Time that the Consent of Annex shall be effective, including terms and provisions thereof.
 Recorded: September 24, 2010 as Instrument No. 201013349

 And Re-Recorded: September 28, 2010
 Recording Information: Instrument No. 201013540

NOTE: Taxes for the year 2011-2012 PAID IN FULL

Tax Amount: \$1,491.19
 Map No.: R3221BB-00300
 Property ID: 62390
 Tax Code No.: 29.2

NOTE: The address of the property described herein is:

208 NE Springbrook Rd. , Newberg, OR 97132

NOTE: The 2010-2011 tax assessed value for the herein described property is as follows:

Land: \$ 173,899.00
 Improvements: \$ 70,337.00
 Parcel No.: R3221BB-00300

THIS IS NOT a title report since no examination has been made of the title to the above described property. This report does not purport to show all encumbrances and no representation is made as to the sufficiency of the title of the above parties. Liability of the Company for this lien search is limited to the charge made thereof.

Exhibit "A"

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

A part of the Sebastian Brutscher Donation Land Claim #51, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

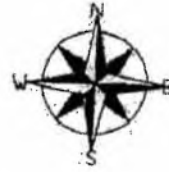
Beginning at a point in the center of the County Road that is 13.00 chains North of the Southwest corner of said Claim, being 2.00 chains South of the Northwest corner of a tract conveyed by Henry Willis, et al to Walter Everest and wife and by Deed recorded May 2, 1905 in Book 47, Page 543, Deed Records; thence South along the West line of said Claim, 5 rods; thence East parallel with the North line of said Everest tract 220.00 feet; thence North parallel with the East line of said Everest tract 82.50 ft; thence West parallel with the North line of said Everest tract 220.00 feet to the point of beginning.

EXCEPT THE WEST 30 feet conveyed to Yamhill County in Road way Deed recorded August 27, 1979 in Film Volume 143, Page 959, Deed and Mortgage Records.

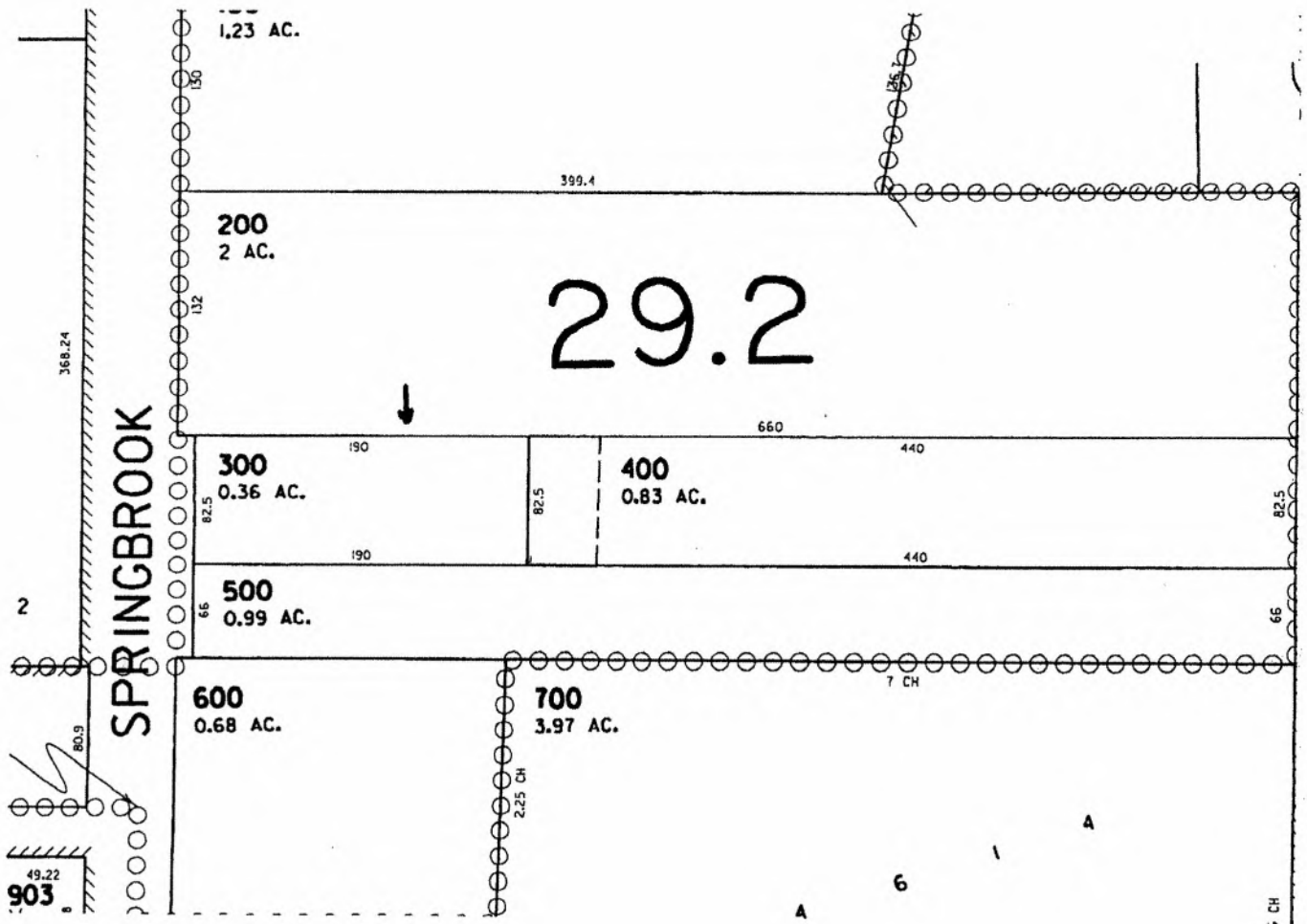
Tax Parcel Number: R3211BB-00300

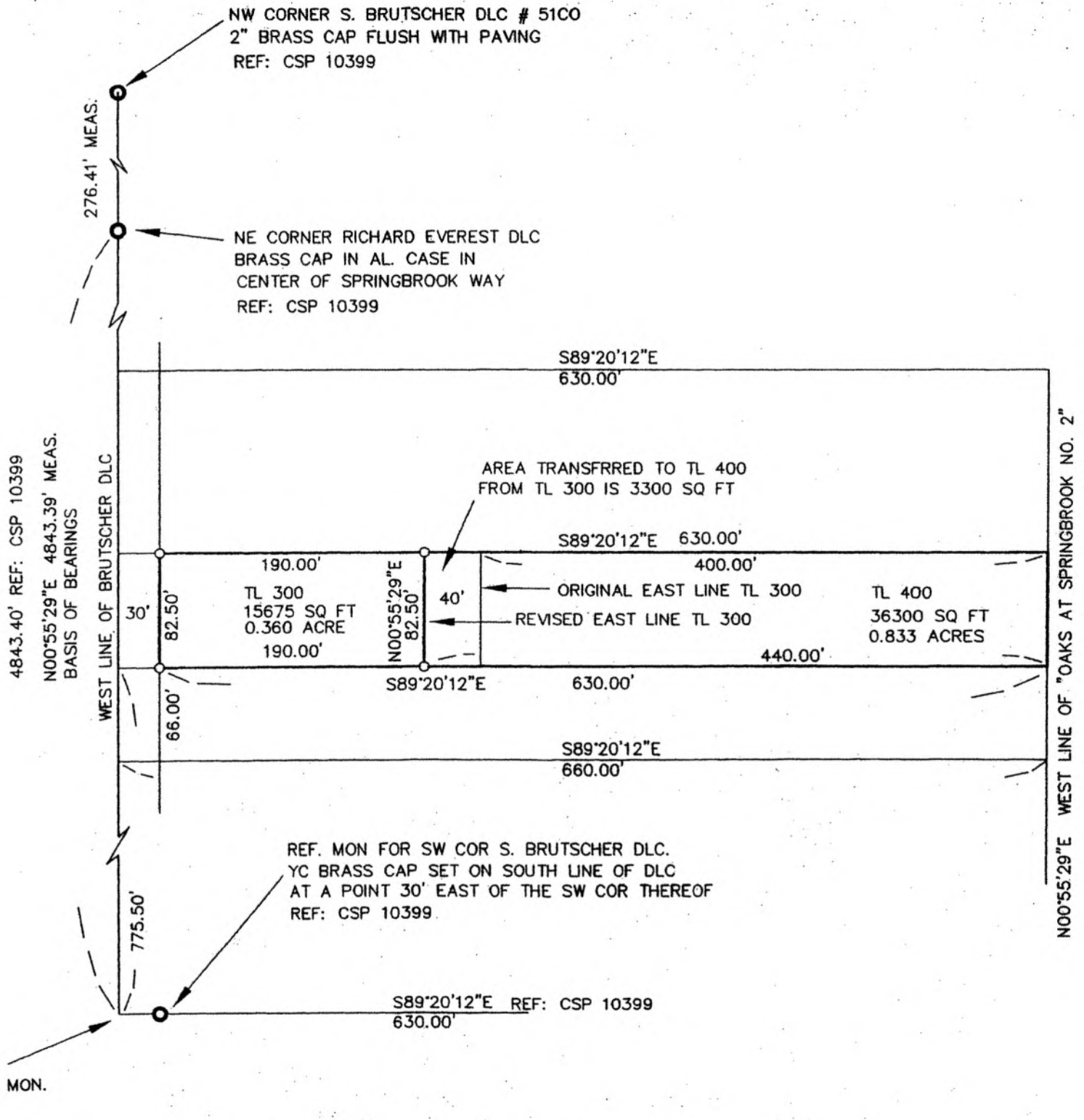


**First American
Title Insurance Company
of Oregon**

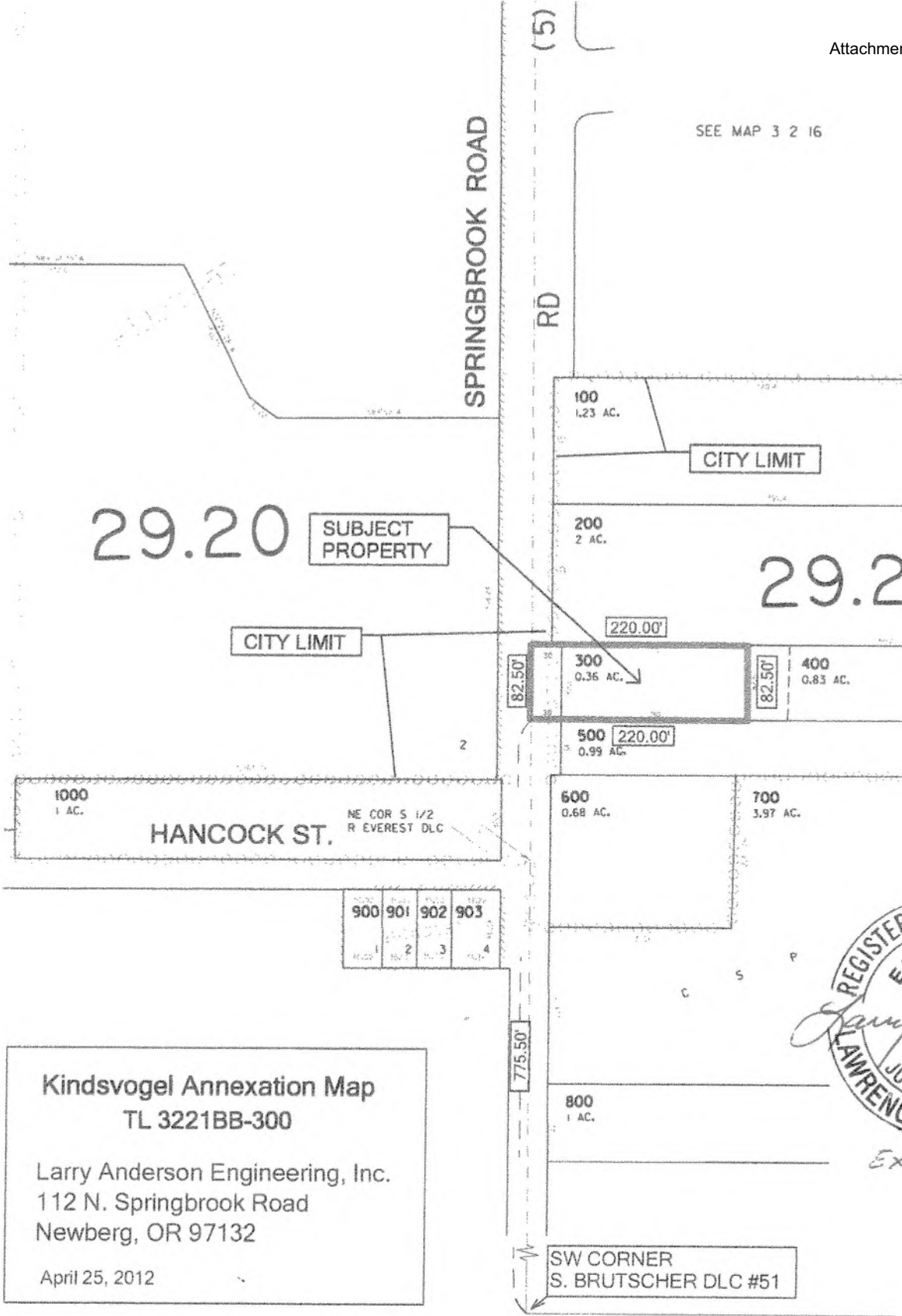


This map is furnished for illustration and to assist in property location. The company assumes no liability for any variation in dimensions by location ascertainable by actual survey





SW COR S. BRUTSCHER DLC # 51
CALCULATED POSITION FROM REF. MON.
REF: CSP 10399



Kindsvogel Annexation Map
 TL 3221BB-300

Larry Anderson Engineering, Inc.
 112 N. Springbrook Road
 Newberg, OR 97132

April 25, 2012

Dimensions based on Yamhill County
 Survey CS-12216, by John Hoskins,
 August 10, 2006



EXHIBIT - A

EXHIBIT B – LEGAL DESCRIPTION

DESCRIPTION OF THE LAND BEING ANNEXED INTO THE CITY OF NEWBERG
AND DEPICTED IN EXHIBIT A

Situated in the Sebastian Brutscher DLC #51 in Section 21, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and more particularly described as follows:

Beginning on the west line of the Sebastian Brutscher DLC #51 at a point North 0°55' 29" East and 770.50 feet distant from the southwest corner thereof, said west line of Brutscher DLC #51 being also the centerline of Market Road 5; thence South 89°20' 12" East 220.00 feet (passing an iron rod at 30.00 feet) to an iron rod; thence North 0°55' 29" East, 82.50 feet to an iron rod; thence North 89°20' 12" West 220.00 feet (passing an iron rod at 190.00 feet) to the centerline of Market Road 5; thence South 0°55' 29" West 82.50 feet along the centerline of Market Road 5 to the point of beginning.

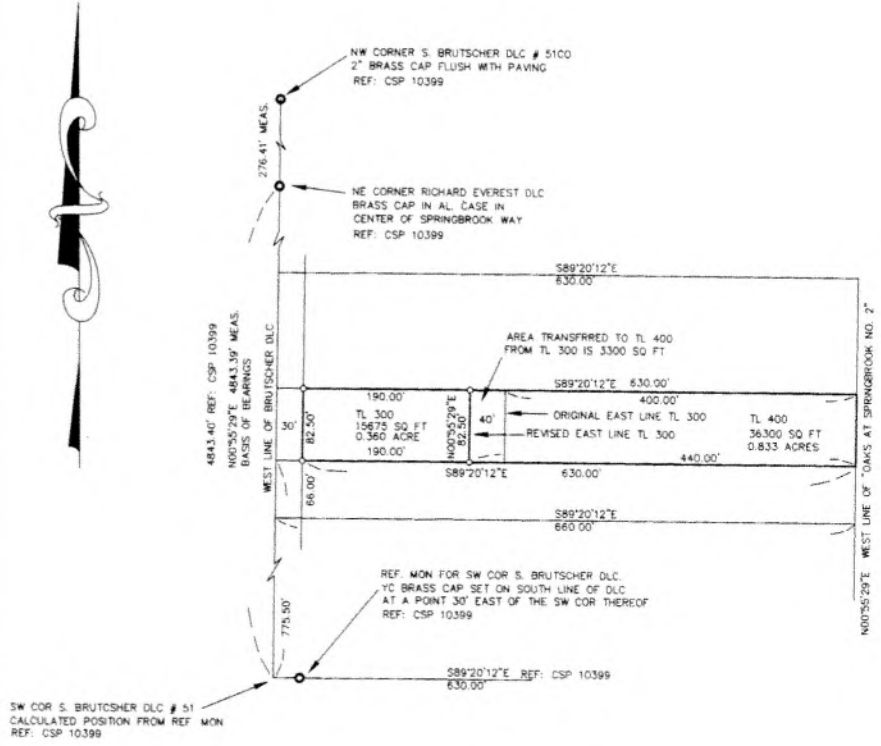


2 x 0 12-31-13

Larry Anderson, PE
Larry Anderson Engineering, Inc.
112-N. Springbrook Road
Newberg, OR 97132

April 25, 2012

Received 8/14/2006
 County Surveyor CS-12216



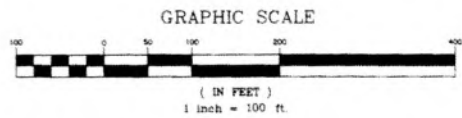
SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MARK AND DESCRIBE THE DIVISION LINE BETWEEN TAX LOT 300 AND TAX LOT 400 FOR A BOUNDARY LINE ADJUSTMENT. THE BEARINGS OF THE PROPERTY LINES ARE BASED UPON THE WEST AND SOUTH LINES OF THE SEBASTION BRUTSCHER DLC NO. 51 AS SHOWN ON CSP 10399 AND ON THE SUBDIVISION OF "OAKS AT SPRINGBROOK NO. 2" IN THE CITY OF NEWBERG. THE DIMENSIONS ARE BASED UPON DISTANCES ALONG AND PARALLEL WITH SAID DLC LINES.

EQUIPMENT USED: TOPCON GTS 301 AND TRIMBLE R8 GPS

LEGEND

- 1/2" X 30" IRON ROD WITH YELLOW CAP INSCRIBED "OR 1852"
- EXISTING MONUMENT FOUND AND DESCRIBED AS NOTED



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
John R. Hoskins
 OREGON
 JULY 13, 1979
 JOHN R. HOSKINS
 1852
 Renewable June 30, 2007

HOSKINS SURVEYING
 11400 NE DUDLEY RD, NEWBERG, OR 97132
 503-537-7670

**RECORD OF SURVEY FOR
 GERALD D. AND MARY SUE MUELLER**
 IN SEBASTIAN BRUTSCHER DLC #51
 IN THE NW 1/4, NW 1/4 OF SECTION 21, T3S, R2W, W.M.
 YAMHILL COUNTY, OREGON
 TAX LOTS 300 & 400
 AUGUST 10, 2006

ANNEXATION CONSENT

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF NEWBERG, OREGON:

The undersigned Robert Kindsvogel and Susan Kindsvogel

being the sole owner of the real premises described in Exhibit A attached hereto and incorporated by reference herein, and generally known as (address) 208 N. Springbrook Rd and (tax lot) R3221BB-00300, does hereby consent to the annexation of such territory above described to the City of Newberg, Oregon.

The undersigned does hereby respectfully petition that the real premises described in Exhibit A be annexed to the City of Newberg, Oregon, in the manner provided by the laws of the State of Oregon and the Charter and Ordinances of the City of Newberg, Oregon.

This consent is binding upon the heirs, successors, and assigns of the above listed property.

In construing this consent, the singular includes the plural as circumstances may require.

IN WITNESS WHEREOF, Petitioner has caused these presents to be executed this 23rd day of March, 20 12.

[Handwritten signatures]

STATE OF Oregon, County of Yamhill ss 12 3 / 23 / 12
Month / day / year

Personally appeared the above named Robert Kindsvogel and Susan Kindsvogel

and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Darlene Morris
Notary Public for Oregon
My commission expires August 4, 2014

WAIVER OF EXPIRATION OF ANNEXATION CONSENT

WHEREAS: The undersigned

Robert Kindsvogel and Susan Kindsvogel

as owner(s) of certain property have signed a consent to annex that property to the City of Newberg, Oregon, which consent is attached; and

WHEREAS: ORS 222.173 provides that "only statements of consent to annexation which are filed within any one-year period shall be effective, unless separate written agreement waiving the one-year period or prescribing some other period of time has been entered into between an owner of land or an elector and the city."; and

WHEREAS: The owner(s) desire that this consent to annex be valid until the property is annexed.

NOW, THEREFORE:

The undersigned do hereby request that the attached consent to annex be valid until the property is annexed to the City of Newberg, Oregon.

In construing this consent, the singular includes the plural as circumstances may require.

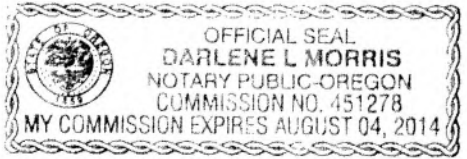
IN WITNESS WHEREOF, Petitioner has caused these presents to be executed this 23rd day of March, 2012.

[Handwritten signatures]

STATE OF Oregon, County of Yamhill ss 3-23-12 month/day/year

Personally appeared the above named Robert Kindsvogel and Susan Kindsvogel

and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Darlene Morris

Notary Public for: Oregon

My commission expires: August 4, 2014

AFTER RECORDING RETURN TO:

City of Newberg
 Planning and Building Department
 PO Box 970 – (414 E. First Street)
 Newberg, OR 97132

COVENANT OF WAIVER OF RIGHTS AND REMEDIES**Recitals**

- 1) The undersigned, Robert Kindsiegel and Susan Kindsiegel (hereinafter referred to as "Owner" or "Owners") has/have petitioned the City of Newberg (hereinafter referred to as "City") to commence certain proceedings, relating to Annexation, _____ for the real property described in **Exhibit A** which is attached hereto and incorporated herein.
- 2) Pursuant to the enactment of **Ballot Measure 49** (adopted November 6, 2007), if a public entity enacts one or more land use regulations that restrict the residential use of private real property or a farming or forest practice and that reduce the fair market value of the property, then the owner of the property shall be entitled to just compensation from the public entity that enacted the land use regulation or regulations as provided in Measure 49.
- 3) There is the potential that the Oregon electors or the Oregon Legislature may, in the future, enact further statutory or constitutional amendments relating to compensation for the impact of local regulations upon real property, under certain circumstances.
- 4) City does not wish to approve the Owner's/Owners' requested proceedings if the result would or could arguably give rise to a later claim by the Owner or Owners, or the Owner's/Owners' successors or assigns for compensation for the land use regulations in effect upon the effective date of the proceedings, or would or could arguably require the City to waive the City's land use regulations in effect upon the effective date of the proceedings, which are being newly imposed upon the property by reason and result of the proceedings.
- 5) Owner(s) seek(s) to induce the City to proceed with the proceedings and therefore Owner(s) agree(s) to eliminate the potential of claim for compensation or the right to seek waiver from the City's land use regulations existing as of the effective date of the proceedings.

NOW THEREFORE, the undersigned Owner(s) warrant(s) that the Owner(s) executing this covenant hold(s) the full and complete present ownership or any interest therein in the property, and hereby agree(s) and covenant(s) as follows:

- 1) As inducement to the City to proceed with the following proceeding(s) affecting the subject real property: annexation, which may include designation of the property as subject to additional applicable overlay zones and districts, e.g., Limited Use Overlay District, (all inclusively referred to herein as "proceedings"), the undersigned Owner(s), on behalf of Owner(s), Owner's/Owners' heirs, devisees, executors, administrators, successors and assigns, agree(s) and covenant(s) to the City of Newberg, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases and forever discharges, and agrees that Owner(s) shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 49 (2007) or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver from City land use regulations that exist upon the effective date of the proceeding and which, by the approval of the proceeding, are then applicable to the property.
- 2) This waiver and release shall bind the undersigned's heirs, devisees, executors and administrators, successors in interests, and assigns. This covenant, waiver, release and discharge shall run with the land, and this instrument, or a memorandum hereof, may be recorded in the official records of the County in which the subject real property is located. This instrument may be terminated upon the filing of a Notice of Termination of Covenant filed by the City of Newberg.

- 3) If this instrument is given contemporaneous with a consent to future proceedings to be initiated by the City, Owner(s) acknowledge(s) that the proceedings may be initiated by the City of Newberg at any time in the discretion of the City of Newberg, and that this waiver and release is applicable to any ordinances adopted prior to the effective date of the proceeding.
- 4) This document is executed of my/our own free will and without duress. I, or if more than one, each of us respectively acknowledge that I/we have been advised to obtain legal advice prior to the execution of this document, and that either I, or each of us respectively, have either obtained legal advice or have independently elected not to seek legal advice prior to the execution of this document, recognizing that this document may affect my/our legal rights and remedies.

OWNER

[Handwritten Signature]
Robert Kindsvogel

OWNER

[Handwritten Signature]
Susan Kindsvogel

STATE OF OREGON)

County of Yamhill)

) ss.
)

This instrument was acknowledged before me on this 23rd day of March, 2002, by Robert Kindsvogel and Susan Kindsvogel.

[Handwritten Signature]
 Notary Public for Oregon
 My Commission expires: August 4, 2014



CITY OF NEWBERG

Norma I. Alley, City Recorder

Dated: _____

APPROVED AS TO FORM:

Terrence D. Mahr, City Attorney

Dated: _____

DATE ACTION REQUESTED: July 2, 2012

Order ___ Ordinance ___ Resolution XX Motion ___ Information ___
No. No. No. 2012-3009

SUBJECT: Approving an IGA with Yamhill County and the Cities of Dundee and McMinnville concerning the application for a \$16 million loan from ODOT to fund the local share of the Phase I Newberg-Dundee Bypass Project (“Project”), providing that Newberg’s share will be \$2,211,200.00, and authorizing the city manager to file the joint-application for the loan.

**Contact Person (Preparer) for this Motion: Dawn Wilson
Dept.: City Attorney’s Office
File No.:**

RECOMMENDATION:

Adopt Resolution No. 2012-3009 approving an IGA concerning the Project, which provides as follows:

1. The City will cooperate with Yamhill County, the City of Dundee, and the City of McMinnville in filing a joint-application with ODOT for a loan in the amount of \$16,000,000.00 to fund the local match for the Project.
2. The split among the governmental entities for payment of the local match, as well as the obligation for repayment is approved pursuant to the formula adopted in the IGA.
3. Newberg’s share of the local match will be 13.82%, which is \$2,211,200.00 with the repayment being made from the tax revenue from House Bill 2001 of the 2009 Oregon Legislature.

Additionally, authorizing the city manager to approve and file a joint-application for the loan with ODOT.

EXECUTIVE SUMMARY:

The City has been pursuing the Newberg-Dundee Bypass Project. The bypass is a high priority of the City. The City has met with ODOT, which is the State agency in charge of the bypass. The City has discussed with Yamhill County and the Cities of Dundee and McMinnville the funding of the local match required by this Project, which is \$20 million. The Confederated Tribes of Grand Ronde will contribute \$4 million. After meeting, the County and Cities have agreed to a formula for determining how much each governmental entity will contribute to the remaining \$16 million. This formula is approved in the IGA. Furthermore, the County and Cities will cooperate in filing a joint-application for a loan in that amount with ODOT.

If the application is approved, the City will need to enter into a Loan Agreement for repayment of the funds. The Council will authorize and approve that Loan agreement. In the Council’s motion for acceptance of the formula, it was specifically stated that the revenue used for the repayment of the loan will be limited to the revenue received from the taxes imposed by House Bill 2001 of the 2009 Oregon Legislature.

The Oregon Revised Statutes provide that the City may negotiate repayment of such a loan. Therefore, the exact terms and conditions of the loan, including the repayment of the loan will be determined by the final Loan Agreement.

FISCAL IMPACT:

The Project requires a local funding match of \$20,000,000.00 to be provided to ODOT for construction of the Project. The Confederated Tribes of Grand Ronde have agreed to participate in the local match funding by contribution of \$4,000,000.00.

Yamhill County, the Cities of Newberg, Dundee and McMinnville (collectively) will participate in the local match funding by contributing \$16,000,000.00.

Newberg's fiscal impact is \$2,211,200.00.

STRATEGIC ASSESSMENT:

The City Council, along with the surrounding communities and their City Councils, as well as the Yamhill County Board of Commissioners, have determined that the funding of the Newberg-Dundee Bypass Project is in the best interest of the City's livability.



RESOLUTION No. 2012-3009

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAMHILL COUNTY, THE CITY OF DUNDEE, AND THE CITY OF McMINNVILLE FOR THE PHASE I OF THE NEWBERG-DUNDEE BYPASS PROJECT, PROVIDING FOR JOINT-COOPERATION IN FILING AN APPLICATION FOR A LOAN FROM THE OREGON DEPARTMENT OF TRANSPORTATION (“ODOT”) FOR THE FUNDING OF THE LOCAL MATCH FOR THE PROJECT, AND AUTHORIZING THE CITY MANAGER TO FILE THE JOINT-APPLICATION

RECITALS:

1. The City of Newberg has rated the Newberg-Dundee Bypass Project (“Project”) as a high priority for the City to complete in order to ensure the livability of the city.
2. The City has worked for many years with ODOT, which is the agency in charge of the bypass, and in cooperation with Yamhill County and the Cities of Dundee and McMinnville.
3. The local match required for this Project is \$20,000,000.00.
4. Yamhill County, the City of Dundee, and the City of McMinnville wish to enter an agreement with the City of Newberg in order to file a joint-application for a loan from ODOT for \$16,000,000.00 to fund their portion of the local match required by this Project.
5. The Confederated Tribes of Grand Ronde is providing \$4,000,000.00 of the local match for this Project.
6. If the application is approved, the City will need to enter into a Loan Agreement for repayment of the funds.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The city manager is authorized to execute the Intergovernmental Agreement (IGA), which provides that the City agrees to its share of the local match for the Project to be \$2,211,200.00 (13.82%). The IGA is hereby attached as Exhibit “A” and by this reference incorporated.
2. The city manager is authorized to prepare and file the joint-application for a loan for the local match funds necessary for this Project.

3. If the application is approved, the City will need to enter into a Loan Agreement with ODOT for the repayment of the funds, and authority to enter into that Loan Agreement will be decided by the City Council in future action after due consideration.
4. The city attorney will approve all documents as to form and content.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: July 3, 2012.

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of July, 2012.

Norma I. Alley, MMC, City Recorder

ATTEST by the Mayor this 5th day of July, 2012.

Bob Andrews, Mayor

**INTERGOVERNMENTAL AGREEMENT
NEWBERG DUNDEE BYPASS PROJECT**

(Yamhill County, City of Newberg, City of Dundee and City of McMinnville)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between Yamhill County, a political subdivision of the State of Oregon (“County”) and the City of Newberg, an Oregon municipal corporation (“Newberg”), and the City of Dundee, an Oregon municipal corporation (“Dundee”) and the City of McMinnville, an Oregon municipal corporation (“McMinnville”).

RECITALS:

- A. The Oregon Department of Transportation (“ODOT”) is presently in the pre-construction and final design phase of Phase I of the Newberg-Dundee Bypass Project being undertaken and funded in accordance with the requirements of Chapter 865, Oregon Laws, 2009, (“House Bill 2001”) adopted by the Oregon Legislature; and
- B. As a part of the financing for construction of Phase I of the Newberg-Dundee Bypass (the “Project”), it is required that a local funding match of \$20,000,000.00 be provided to ODOT for construction of the Project; and
- C. The Confederated Tribes of Grand Ronde have agreed to participate in the local match funding by contribution of \$4,000,000.00 for such purpose; and
- D. County, Newberg, Dundee and McMinnville (collectively “the Local Governments”) have agreed to participate in the local match funding by contribution of \$16,000,000.00 for such purpose; and
- E. ODOT is willing to receive one or more applications for and consider approval of loaning to the Local Governments the \$16,000,000.00 portion of the local match from the Infrastructure Bank administered by ODOT pursuant to ORS 367.035 (“the Bank”) ; and
- F. The Local Governments desire to cooperate in one or more applications to ODOT (“the Application”); for a loan from the Bank to fund the remaining \$16,000,000 of local funding (the “Local Share”) of the cost of the Project; and

G. This Agreement is made to set forth the understandings and responsibilities of the Local Governments with respect to the Application(s) and the administration and repayment of any loan or loans from the Bank to the Local Governments; and

H. The Local Governments make this intergovernmental agreement under authority of ORS 203.010 and ORS Chapter 190.

NOW, THEREFORE, IT IS HEREBY AGREED BY COUNTY, NEWBERG, DUNDEE AND MCMINNVILLE AS FOLLOWS:

AGREEMENT:

Section 1. Joint Application To ODOT for Loan(s). The Local Governments agree to cooperate in the preparation, consideration, approval and submission of a joint application or simultaneous separate applications to ODOT for an ODOT Infrastructure Bank loan or loans in the sum of \$16,000,000.00 to fund the Local Share of the Project. The target date for submission of the joint or simultaneous separate loan application(s) shall be July 30, 2012. Each local government shall instruct and authorize staff and legal counsel to participate in such cooperative application and designate the authorized signatories for such application.

Section 2. Terms To Be Sought for any Joint or Individual Loans. Staff and legal counsel for the Local Governments shall propose and negotiate to include infrastructure loan contract terms in the infrastructure loan contract including but not limited to the following:

- a. A 20 to 25 year amortization term;
- b. A competitive interest rate or rates;
- c. Allocation of payment responsibility;
- d. Several (separate) liability for the Local Governments;
- e. Dedication of loan proceeds to construction costs for the Project;
- f. Deposit of loan (or alternative) funds in an ODOT construction account (“Construction Account”); and
- g. The timing of the use of loan proceeds; and
- h. Timing of loan amortization.

Section 3. Allocation of Loan Repayment Obligations. The Local Governments agree that the obligation for repayment of the Loan or Loans shall be allocated between the Local Governments in accordance with the allocation formula attached hereto as Exhibit A to this Agreement. Each Local Government covenants and agrees to make all loan payments allocated to such Local Government as provided for in any Infrastructure loan contract, in a timely fashion, and to hold all other Local Governments harmless therefrom.

Section 4. Sources of Repayment for ODOT Loan(s) and Loan Administration. The Local Governments agree that, subject to ODOT rules and regulations, the Loan or Loans shall be repaid as permitted by ORS 367.035 based upon loan agreement(s) to be negotiated with the Bank, with such negotiations to include the following funding sources in the following order of priority:

- a. At the election of each Local Government, revenues from Federal Transportation funds administered by the State of Oregon subject to Cooperative Fund Exchanges; and
- b. Revenues otherwise payable to the Local Governments pursuant to the authority of HB 2001.

Section 5. Approval of Loan(s) by Local Governments; Alternative Funding. Upon approval of the joint loan application or all of the simultaneous separate loan applications by ODOT, and pursuant to procedures required by ODOT, the Local Governments shall introduce, consider and vote upon a borrowing resolution or resolutions. Each Local Government's obligation to sign and enter into a infrastructure loan contract with the Bank pursuant to this Agreement shall be contingent upon the approval of such borrowing resolutions by all of the Local Governments which are parties to this Agreement or provision for alternative funding of the pro rata loan amount by all Local Governments.

Notwithstanding its approval of a borrowing resolution to authorize a loan from the Bank of its portion of the Local Share, each of the Local Governments shall have the option to transfer all or any part of its respective portion of the Local Share from an alternative funding source lawfully available to such Local Government, to the Construction Account, at the time the loan or loans from the Bank are funded and the loan funds are deposited in the Construction Account.

Section 6. Term. The term of this Agreement is from the effective date through the date of final payment of all loans from the Bank made to fund the Local Share. Any Local Government which pays off its entire allocated share of the local funding match of its loan from the Bank or from an alternative funding source shall have fulfilled its obligation of repayment its portion of the local match, but shall remain subject to all of the other terms and provisions of this Agreement for the remainder of the term.

Section 7. County and Cities as Independent Contractors; Workers' Compensation Coverage. County and Cities are independent contractors under this Agreement. County employees are agents of the County and City employees are agents of the respective City for purposes of the Oregon Tort Claims Act. Further, each party is solely liable for any Workers' Compensation coverage for its own employees assigned to provide services under this Agreement.

Section 8. Indemnification For Tort Claims. To the extent permitted by Article XI, Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other party(s) against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify any other party for any such liability arising out of the wrongful acts of employees or agents of that other party. Notwithstanding the foregoing defense obligations, no party nor any attorney engaged by any party shall defend any claim in the name of any other party or any department or division of such other parties, nor purport to act as legal representative of the other parties or any of its departments or divisions, without the prior written consent of the legal counsel of such other party(s). Each party may, at anytime at its election assume its own defense and settlement in the event that it determines that any other party is prohibited from defending it, or that other party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each party reserves all rights to pursue any claims it may have against the other party(s) if it elects to assume its own defense.

Section 9. Effective Date. This Agreement becomes effective the last date set forth adjacent to the

signatures of the parties below.

Section 10. Entire Agreement; Modification of Agreement. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written Agreement shall be valid or binding. No modifications, alterations, changes, or additions to this Agreement shall be made except in a written document signed by all parties.

DONE the last date and year set forth adjacent to the parties signatures below.

CITY OF NEWBERG, OREGON

YAMHILL COUNTY, OREGON

By: _____
Daniel Danicic, City Manager
Approved by Resolution No. 2012-3009
Date: _____

LESLIE LEWIS, Chair
Board of Commissioners
Date: _____

ATTEST: _____
Norma I. Alley, MMC
CITY RECORDER
City of Newberg
Date: _____

JOHN PHELAN, Director
Department of Public Works
Date: _____

APPROVED AS TO FORM & CONTENT APPROVED AS TO FORM & CONTENT

By: _____
Newberg City Attorney

By: _____
Deputy County Counsel

CITY OF MCMINNVILLE, OREGON

CITY OF DUNDEE, OREGON

By: _____
(authorized official)
Date: _____

By: _____
(authorized official)
Date: _____

ATTEST:

CITY RECORDER
City of McMinnville

ATTEST:

CITY RECORDER
City of Dundee

APPROVED AS TO FORM & CONTENT APPROVED AS TO FORM & CONTENT

By: _____
McMinnville City Attorney

By: _____
Dundee City Attorney

EXHIBIT A

Cost Allocation Formula

ALLOCATION OF LOCAL SHARE

	LOCAL SHARE	% of Total
McMinnville	\$3,209,600	20.06%
Newberg	\$2,211,200	13.82%
Dundee	\$315,200	1.97%
Yamhill County	\$10,264,000	64.15%
Total	\$16,000,000	100.00%

DEBT SERVICE ALLOCATION

	% of Debt Service
Yamhill County	64.15%
McMinnville	20.06%
Newberg	13.82%
Dundee	1.97%
	100.00%

DATE ACTION REQUESTED: July 2, 2012

Order ___ No.	Ordinance ___ No.	Resolution <u>XX</u> No. 2012-2013	Motion ___	Information ___
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SUBJECT: Approving the City of Newberg’s participation in the Willamette Water Trail Partnership and authorizing the city manager to sign the Memorandum of Understanding.

**Contact Person (Preparer) for this Motion: Bart Rierson, Councilor
Dept.: Administration
File No.:**

RECOMMENDATION:

Adopt Resolution No. 2012-2013 approving the City of Newberg’s participation in the Willamette Water Trail Partnership and authorizing the city manager to sign the Memorandum of Understanding.

EXECUTIVE SUMMARY:

Alexandra Phillips, Bicycle Recreation Coordinator with the Oregon Parks & Recreation Department, made connection with Councilor Bart Rierson through Willamette River Keeper for work on the Chehalem Heritage Trail and Chehalem Paddle Launch. As they began connecting and working together, Alexandra approached Councilor Rierson to see if the City of Newberg would be interested in a partnership opportunity with the Willamette Water Trail Partners (WWTP) by signing a Memorandum of Understanding (MOU) to solidify this partnership.

As of May 14, 2012, there have been 12 other public and private jurisdictions that have signed the MOU. Those jurisdictions include City of Harrisburg, Willamalane Parks and Recreation District, City of West Linn, Oregon Parks and Recreation Department, City of Keizer, Chehalem Parks and Recreation District, Metro, McKenzie River Trust, City of Eugene, Lane County Public Works, and Willamette River Keeper.

Actions the WWTP are requesting:

- Continue to Be a Partner in the Water Trail by Signing the new MOU.
- Work Together to Respect and Honor Private Property Along the Water Trail.
- Cooperate in Education of Residents on Responsible Use and Respect of Private Properties, Public Lands, and all Willamette Water Trail Facilities.
- Display the guide (see slide 23).
- Appoint a Liaison to Attend Meetings.

FISCAL IMPACT:

Joining the Willamette Water Trail Partnership does not bind the City to any financial obligations.

STRATEGIC ASSESSMENT:

Partnering with the Willamette Water Trail Partnership will foster relationships to enhance water recreation and tourism in our community.



RESOLUTION No. 2012-2013

A RESOLUTION APPROVING THE CITY OF NEWBERG'S PARTICIPATION IN THE WILLAMETTE WATER TRAIL PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING

RECITALS:

1. The Willamette Water Trail Partnership and the City of Newberg have been working together on the Chehalem Heritage Trails and the Chehalem Paddle Launch Projects.
2. The Willamette Water Trail Partnership has approached the City of Newberg to see if there is an interest in partnering together and signing a Memorandum of Understanding to help with Willamette River preservation.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Approves the City of Newberg's participation in the Willamette Water Trail Partnership and authorizing the city manager to sign on behalf of the City the "Memorandum of Understanding for the Willamette Water Trial Partnership" as attached in Exhibit "A", which is hereby adopted and by this reference is incorporated.
2. The City of Newberg shall have a liaison serve on the Willamette Water Trail Partnership as appointed by the Mayor.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: July 3, 2012.

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of July, 2012.

Norma I. Alley, MMC, City Recorder

ATTEST by the Mayor this 5th day of July 2012.

Bob Andrews, Mayor

**Memorandum of Understanding
For the Willamette Water Trail Partnership**

Parties to the agreement are:

The Willamette Water Trail Partnership, referenced hereinafter as the “Partnership” (includes public and private organization) and the City of Newberg.

Purpose:

This agreement formalizes the relationship between the Parties and allows the Parties to speak with one voice for the mutually agreed-upon goal set forth below.

Water Trail Definition:

A Water Trail is a stretch of river, or other waterway, that has been mapped, and contains facilities that enable access, campsites, and informational resources. The intent of a Water Trail is to create educational, scenic, and environmentally rewarding opportunities for canoeists and kayakers traveling on the waterway.

History of Partnership:

In 1998, the Willamette River was designated as one of only fourteen American Heritage Rivers by U.S. President Bill Clinton. As a result, a federal “River Navigator” position was established to assist local communities in reestablishing their connections to the Willamette. That same year, Governor John Kitzhaber signed executive order 98-18 establishing the Willamette Restoration Initiative (WRI) to promote, integrate and coordinate efforts to protect and restore the Willamette watershed. In 2001, the Executive Director of the WRI and the River Navigator joined together with the Bureau of Land Management, Oregon State Parks, Willamette Riverkeeper, the National Park Service, and stakeholders such as the cities of Salem, Independence, and Keizer, and Marion County to explore and collaborate on efforts to increase Willamette River awareness, recreation and stewardship opportunities. The group was called the Mid-Willamette River Connections (MWRC) workgroup. After extensive public outreach, the MWRC began the process of establishing the Willamette River Water Trail. In 2003, the municipal partners of the MWRC entered into the “Willamette Concord” wherein they agreed to work together to identify and improve recreation and stewardship opportunities on and along the river consistent with private property rights and to support the water trail effort.

After being elected in 2003, Governor Ted Kulongoski provided support for the water trail under his Willamette River Legacy Plan, which was created to “repair, restore, and recreate” on the Willamette. Congresswoman Darlene Hooley also provided considerable assistance to the water trail effort. The first leg of the water trail for the greater Salem/Keizer area was opened in 2005 by the MWRC with guides, inventories, maps, signage and internet support for the water trail. The Oregon Parks and Recreation Department (OPRD) assumed the role of primary facilitator for the partnership and the second trail leg was opened from Eugene to Salem in 2006. The final leg of the Willamette River Water Trail was opened in 2007. This completed the Willamette Water Trail from the headwaters south of Eugene to the confluence with the Columbia River, a distance of about 200 river miles. The Secretary of the Interior recognized the Willamette Water Trail Partnership as one of only 21 partnerships nationwide who best “achieved excellence in conservation through collaboration and partnerships” by awarding the Willamette River Water

Trail with the Cooperative Conservation Award in a ceremony in Washington, D.C. in 2008. Since then the Water Trail Partnership and its members, have continued to work together to promote and improve the Willamette River Water Trail.

Mission Statement:

The Mission of the Partnership is to promote improvements and public use of the water trail as a valuable resource for non-motorized recreation, education, stewardship and tourism.

Partnership Goal:

Our goal is to use the collective and cooperative energy of the Parties to support projects that further our mission. The Parties are committed to the following partnership objectives, to the best of each party’s ability, dependent upon policies, budgets, and agency procedures.

- Support the ongoing usefulness and availability of the Willamette Water Trail guides for public use; the creation of which were a major past accomplishment of the Parties.
- Coordinate and cooperate between groups to further the mission.
- Offer mutual support and advice on specific on-going projects.
- Investigate avenues for increasing funding of conservation, restoration and non-motorized recreation projects for the Parties.
- Increase community awareness of the recreational and environmental value of a healthy river.
- Request and encourage the inclusion of manual-powered design considerations at new facilities and facilities that are slated for significant improvements or renovations.
- Promote the public’s ability to float the main stem of the Willamette River.
- Promote the Willamette River water trail system as a valuable resource for non-motorized recreation, education, stewardship and tourism.
- While the focus on the partnership is to promote non- motorized recreation, the intent of this Memorandum of Understanding (MOU) is not to impede motorized use, or advocate for excluding motorized use on any portion of the Willamette River.

Benefits:

The Parties agree that the ability to achieve common and related goals can be enhanced significantly by working collaboratively to support projects that further our mission.

The Partnership agrees that each individual project that fits within the mission of this partnership benefits all the communities along the river.

Responsibilities:

All Parties agree to:

- Work together to respect and honor private property along the Water Trail.
- Cooperate in the education of Water Trail users regarding the responsible use and respect of private properties, public lands and all Willamette Water Trail facilities.
- Cooperate to develop and distribute outreach, interpretive, and educational materials, tools and programs that enhance, enrich and or promote the Willamette Water Trail.

- Appoint a minimum of one representative to act as liaison to the party and attend each meeting, averaging two meetings per year. Meetings may be attended in person, or can be attended by telephone or by any telecommunication method available to the parties.

Decision Making Process:

Actions in support of specific projects will be made during regularly scheduled meetings.

The Partnership will strive to make all decisions at meetings by consensus of the Parties at the meeting. If a consensus can not be achieved, then the Parties attending the meeting may decide to vote on the action by majority vote. A quorum of more than 50% percent of voting members is required for any decision of the Partnership. Each Party is encouraged to have multiple representatives attend the meetings; however, each Party only has one vote.

Modification, Termination and other conditions:

This MOU is neither a fiscal nor funds obligation document. Any endeavor involving funds between the Parties will be made in accordance with applicable laws, regulations and procedures. Such endeavors, if any, will be outlined in separate agreements.

Parties will be notified in writing of any proposed changes to the MOU at least 30 days prior to the vote. This MOU may be modified through the decision making process for this MOU. In such case, all agreeing parties will re-sign the MOU.

Any party may terminate its involvement at any time by providing written notice to the facilitator of the water trail group. Any additional members may be approved by utilizing the decision making process in the MOU. New members may be added without the then-current Parties re-signing the MOU. The full list of Parties to the MOU will be kept by Water Trail Group facilitator, currently OPRD.

This MOU becomes effective when signed by the signatory Parties and remains in effect until modified or terminated.

City of Newberg:

Willamette River Trail Partnership:

Daniel Danicic, City Manager
Authorized by Resolution No. 2012-3013

Alexandra Phillips, Bicycle Recreation Coordinator
Oregon Parks & Recreation Department

Date

Date

Approved as to Form and Content:

Terrence D. Mahr, City Attorney Date

What is the Willamette River Water Trail?

WILLAMETTE RIVER



Water Trail



The Willamette River Water Trail is ON the Water

The River is Nature's People Mover



The Willamette Water Trail is over 200 miles from Eugene to Portland



THE HISTORY OF THE WILLAMETTE RIVER WATER TRAIL BEGAN IN 1998



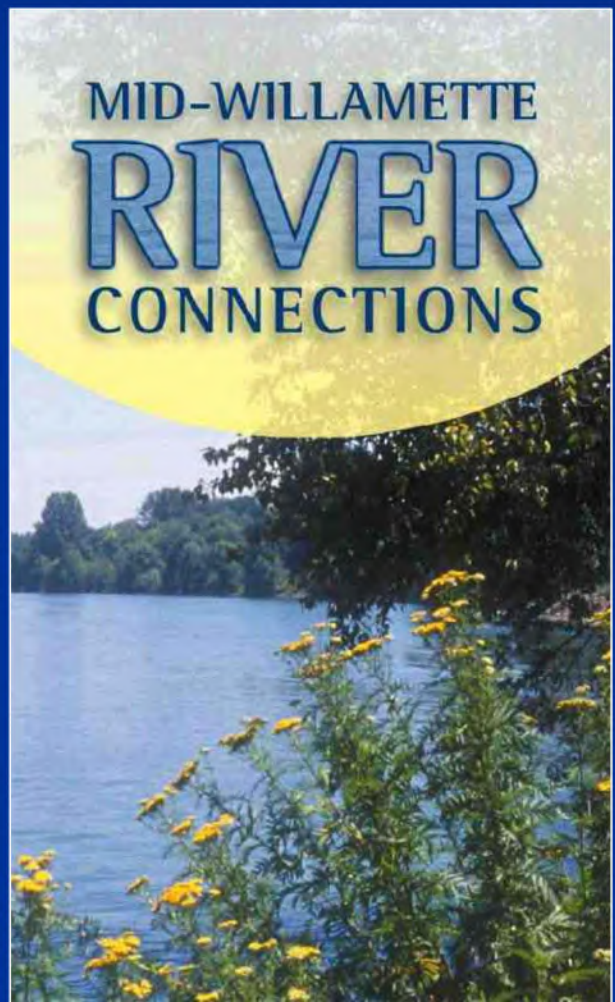
1998 President Bill Clinton Designated
the Willamette River as an
American Heritage River



- 1998 Gov. Kitzhaber started the
Willamette Restoration Initiative
(WRI)

2001 Mid Willamette River Connections.

WRI, BLM, OPRD, Willamette Riverkeeper, National Park Service, Salem, Independence, Keizer, Marion County and others formed Mid-Willamette River Connections (MWRC)



NATURE
HISTORY
Discovery



Rivers, Trails, and
Conservation Assistance
Program



The MWRC Held Meetings, Open Houses, and Conducted Public Outreach which Identified the Need For a Water Trail



MID WILLAMETTE RIVER CONNECTIONS MWRC CONTINUED TO GROW



Bureau of Land Management

City of Albany

City of Independence

City of Keizer

Corvallis Parks and Rec Dept.

Marion County

Mid Willamette Valley Council of Governments

National Park Service – Rivers and Trails

Oregon Marine Board

Oregon Parks and Recreation Department

Oregon Tourism Commission

Oregon Youth Conservation Corps

Salem Convention and Visitors Assoc

Willamette American Heritage Rivers



Willamette Restoration Initiative

Willamette Riverkeeper,

Yamhill County Parks and others

A project of the



Coordinated by





Research performed by



Technical Assistance provided by



Rivers & Trails Program

Water Trail Continued to GROW with help from Communities along the entire Willamette River ...

- American Heritage Rivers Initiative
- Benton County Parks
- Bill Young
- Bureau of Land Management
- Clackamas County Tourism Development Council
- Chehalis Parks District
- City of Albany
- City of Canby
- City of Eugene
- City of Harrisburg
- City of Independence
- City of Keizer
- City of Lake Oswego
- City of Milwaukie
- City of Salem
- City of West Linn
- City of Wilsonville
- Columbia Sportswear
- Corvallis Parks and Recreation
- Departments of State lands
- Friends of Champoeg Park
- Joes (Formerly G.I. Joes)
- Lane County Council of Government
- Lane County
- Linn County Parks

- Bureau of Land Management
- Corvallis Parks and Rec Dept. Marion County
- Oregon Parks and Recreation Department
- Oregon Tourism Commission
- Oregon Youth Conservation Corps
- Salem Convention and Visitors Assoc
- Willamette American Heritage Rivers
- Willamette Restoration Initiative
- Willamette Riverkeeper, Yamhill County Parks

- REI
- Salem Parks Department
- Toms of Maine
- U.S. Army Corps of Engineers
- Society of Landscape Architects
- U.S. Fish and Wildlife Service
- Willamalane Park
- Willamette Conservation Network
- Formerly Willamette Restoration Initiative
- Willamette Riverkeeper
- Wilsonville Chamber of Commerce
- Yamhill county Parks
- Marion County Parks
- Metro Parks and Green spaces
- Mid Willamette Council of Governments
- Middle Fork Willamette Watershed Council
- National Park Service Rivers and Trails Program
- Oregon Department of Fish and Wildlife
- Oregon Parks and Recreation Department

- Oregon State Marine Board
- Oregon State Parks Trust
- Oregon State Police
- Boy Scouts of America (local troops)
- Port of Portland
- Portland Oregon Visitors Association
- Portland Parks and Recreation
- Pudding River Watershed Council


And Many Many More

**In 2002
Congresswoman
Darlene Hooley and
Regional
Organizations
joined together for a
meeting of all
Willamette River
Cities and interested
groups.**

Celebrating Willamette River Cities and mapping the promise and challenge of Re-Connecting with the River

River Cities 2002 conference
Re-Connecting with the Willamette

Conference Proceedings and River Re-Connection Resources

 [Click here to enter site](#)

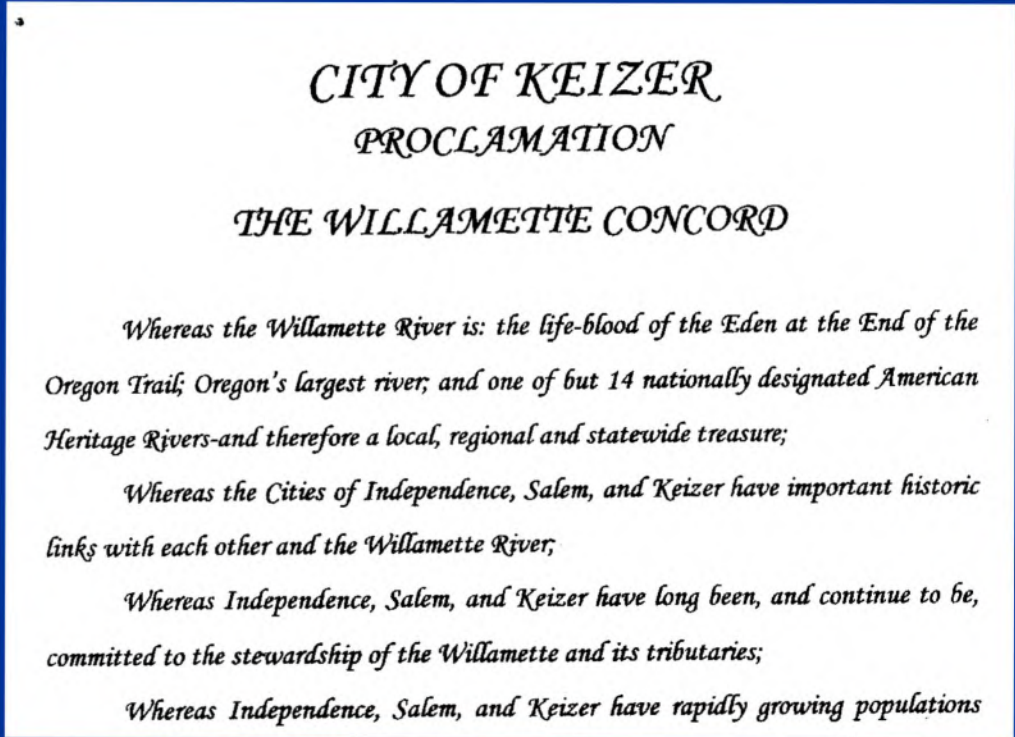
Thanks to support from Mid-Willamette Valley Community Development Partnership

2003: Gov. Kulongoski provided support For the Water Trail under the Willamette River Legacy Plan to “Repair, Restore, and Recreate” on the Willamette.

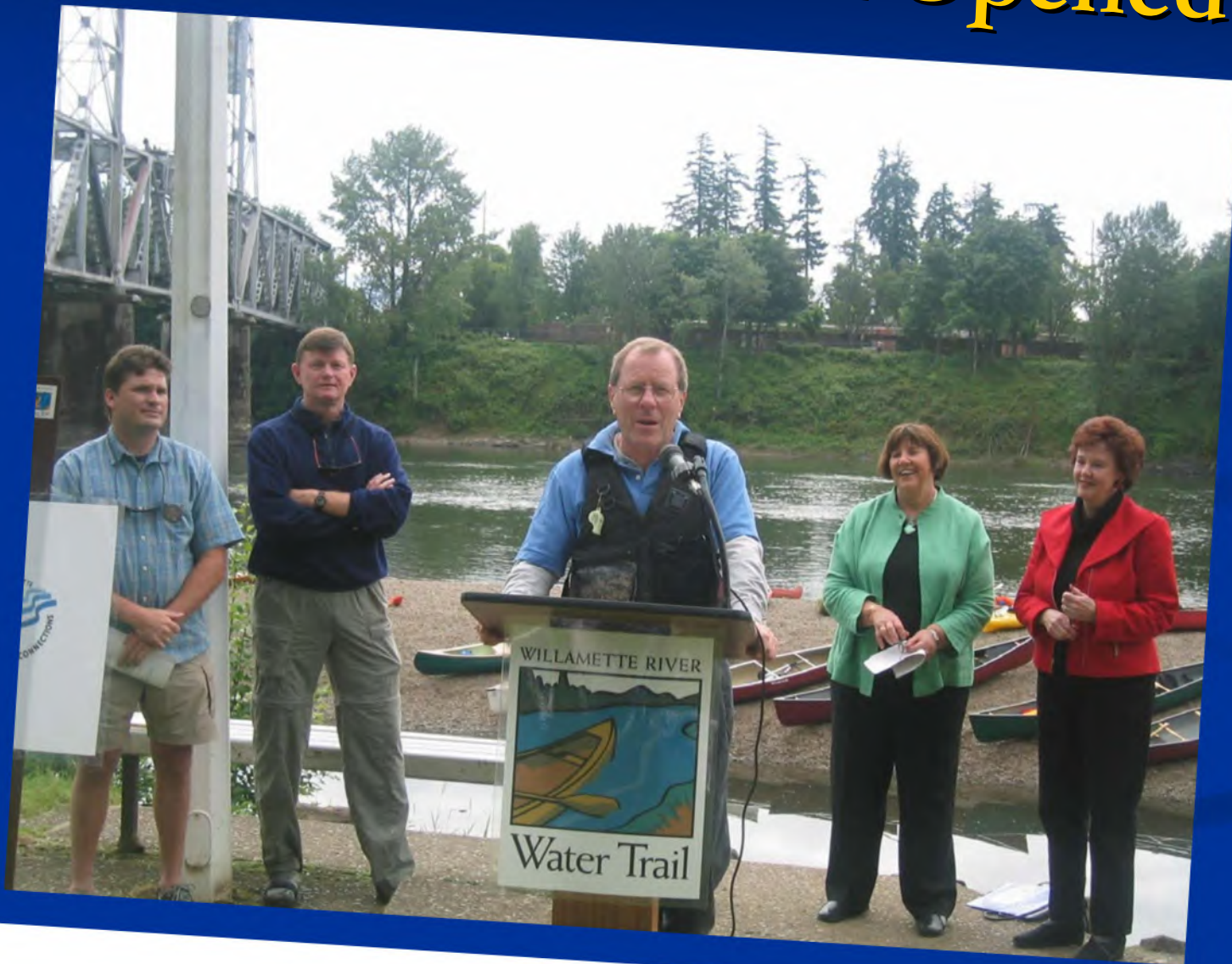


2003: FIRST WATER TRAIL MOU “THE WILLAMETTE CONCORD” HELPED FACILITATE THE FIRST LEG OF THE WATER TRAIL

- In 2003 Salem, Keizer, and Independence entered into “Willamette Concord” MOU to support the First Leg of Willamette Water Trail Effort.



2005: The Salem/Keizer Section of the Water Trail Opened.



2006: The Eugene/Albany/Corvallis Section of the Water Trail Opened.



2007: The Final Section of the Water Trail Opened in Portland.



2008: Water Trail Awarded the Cooperative Conservation Award by the Secretary of the Interior in Washington D.C.



Dirk Kempthorne
Secretary of the Interior.
Member of President George
W. Bush's Cabinet



BENEFITS OF THE WATER TRAIL TO RESIDENTS AND VISITORS





CAMP ALONG THE
WATER TRAIL

Explore parks along the way.



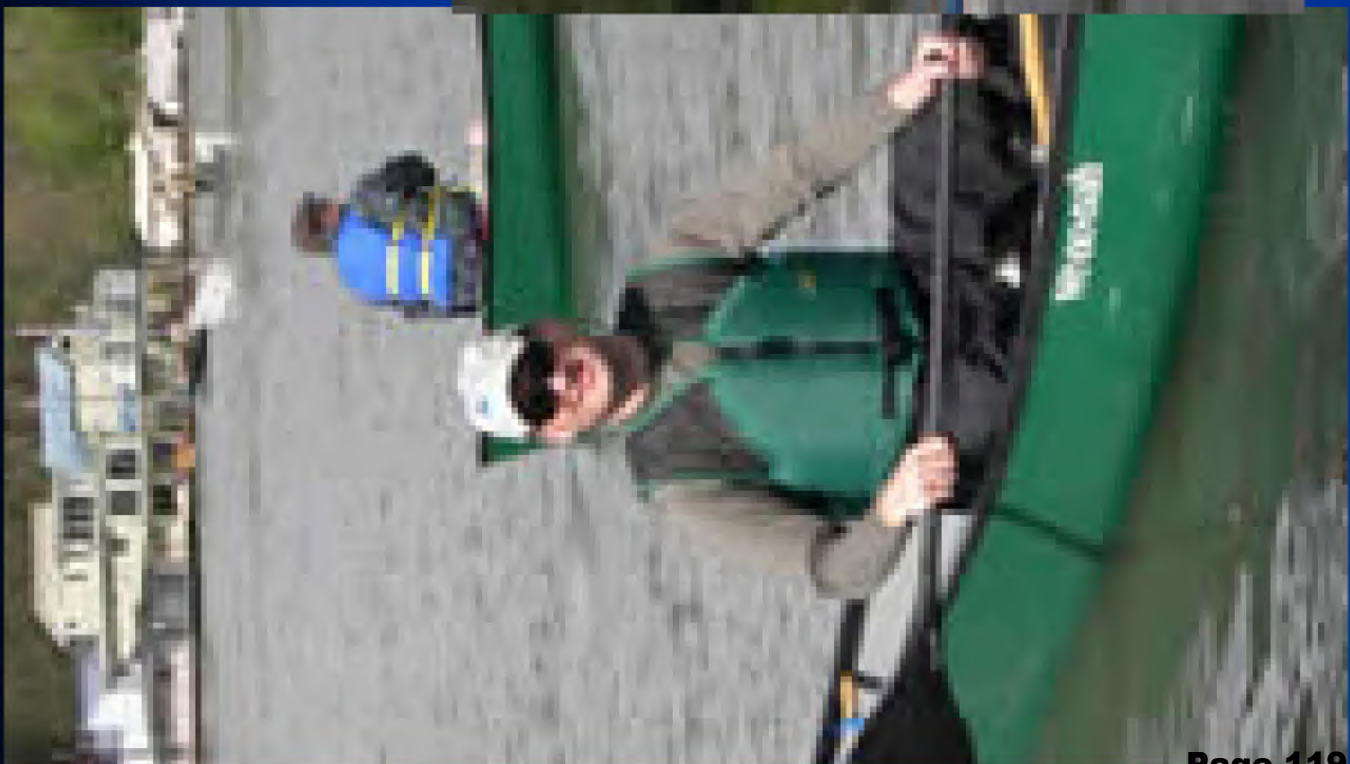


Enjoy Sightseeing of Nature, Birds, & Wildlife

Do Some Fishing



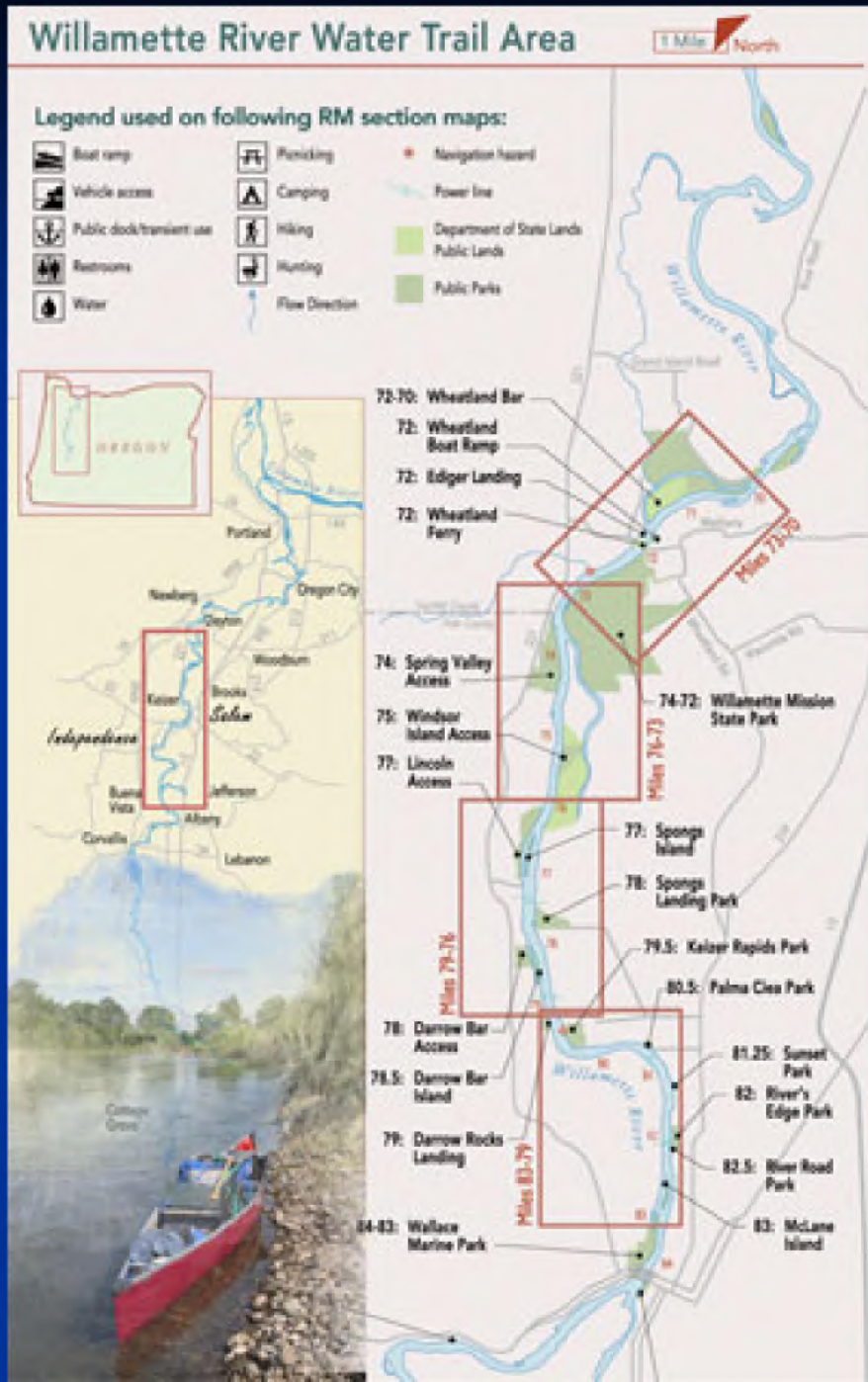
Just Have Fun!



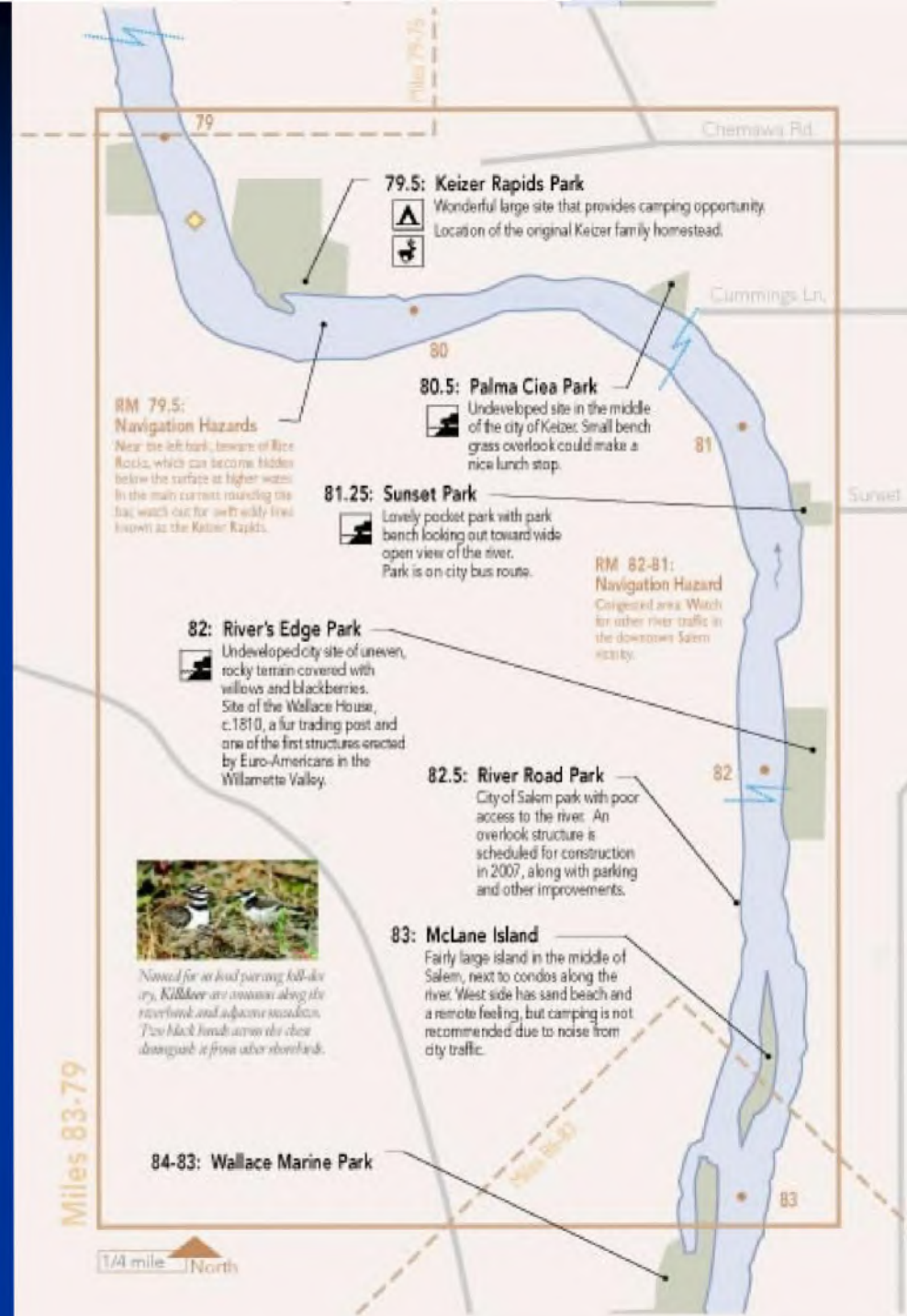
WATER TRAIL RESOURCES FOR RESIDENTS AND VISITORS

- **INVENTORY:** Willamette River Inventory is a collection of information and pictures of Parks, Access Points, and Public Lands along the entire length of the Water Trail.
- **WILLAMETTE RIVER WATER TRAIL GUIDE.** Detailed maps covering the entire 200 miles of the Willamette River Water Trail. The maps identify known hazards, public lands, and amenities along the water trail.
- **WEB SITE:** Internet Web Page for downloading the Water Trail Guide and for obtaining other information about the Water Trail..
- **SIGNAGE:** Partners have created and placed easily recognizable signs that are visible from the river on most public parcels along the Water Trail.

The Willamette Water Trail Guide is Divided into Smaller Sections



Each Section Shows Details of Parks, Public Lands, known Hazards, Amenities, and Local Attractions



SOME OF THE BENEFITS TO WATER TRAIL COMMUNITIES

- **Tourism** Destinations (and tourism in general) benefit all gateway communities. (e.g. Cody Wyo.)
- **Leverage:** We can do much more together to identify or coordinate improvements to the Water Trail than any partner could do alone.
- **Funding:** Collaborative projects with multiple applicants, partners or supporters have better chances of obtaining funding.
- **Every Improvement Helps All Partners:** Any improvement to the water trail guides, web page or to any section of the water trail enhances the value of the Water Trail to residents of all other Willamette River communities.
- **Fiscal Responsibilities: Best Bang for Buck:** Using and maximizing the use of natural resources we already have to provide for the recreational needs of the local residents delivers the “best bang for the buck” for river front communities.
- **Strengthens Relationships with other Willamette River Communities:** The Partnership helps make connections and opens up more channels of communication: with other Willamette River communities making it easier to address other issues of common interest or concern.
- **Stewardship and Conservation.** People protect what they love. As residents increase their use and enjoyment of the Willamette River, they will likely be more committed to its protection.
- **Private Property Right Protection.** One of Partnership’s primary goals is to educate and direct river users to public parcels and amenities and away from private land.



**BENEFIT:
THE WATER TRAIL ENCOURAGES
ENVIRONMENTAL STEWARDSHIP**

BASIC PHILOSOPHY ON STEWARDSHIP

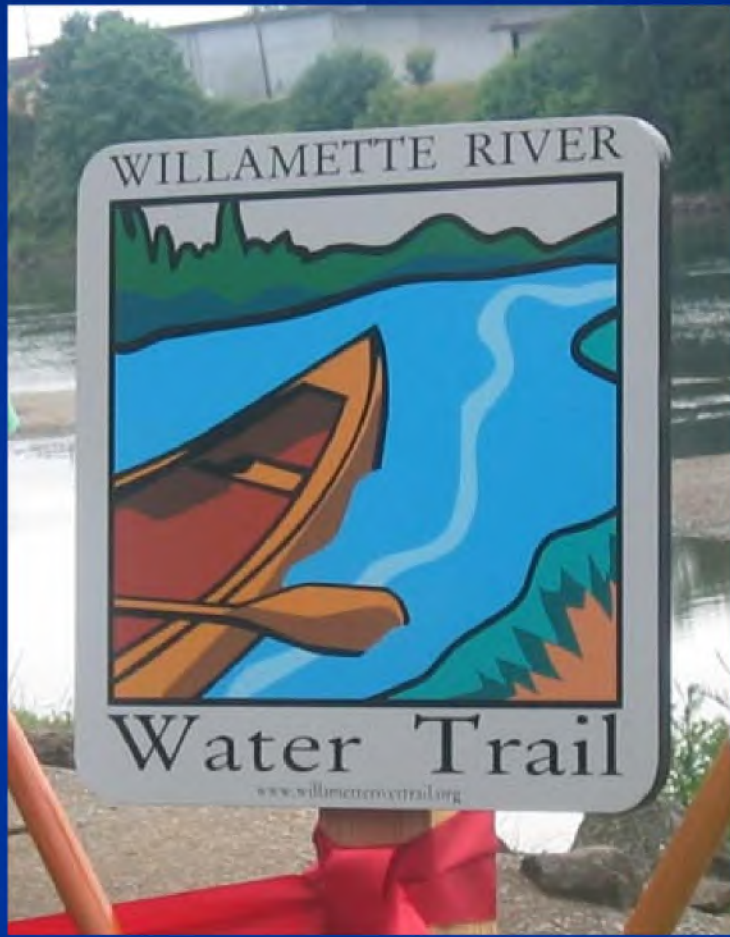
- WE WILL PROTECT WHAT WE LOVE



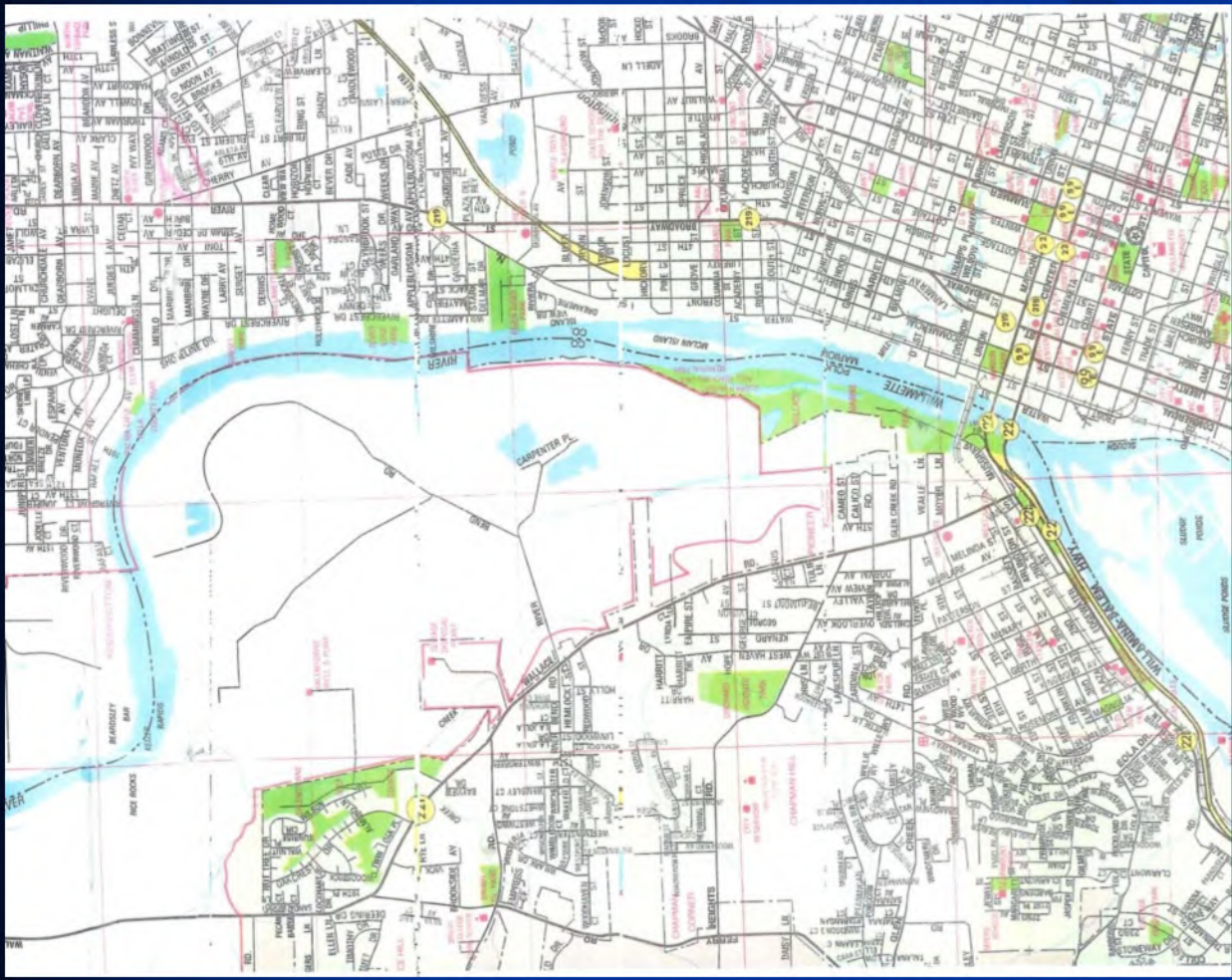
WE LOVE AND PROTECT THINGS WE ENJOY AND ARE IMPORTANT PARTS OF OUR LIVES



BENEFIT: IDENTIFY AND DISTINGUISH PUBLIC FROM PRIVATE PROPERTY



BENEFIT: COORDINATION OF JURISDICTIONS ON RIVER RELATED PROBLEMS, OPPORTUNITIES, AND PLANS



BENEFIT: FUNDING

With Partnerships We have a Better Chance of Obtaining Funding for Our River Park Projects



Water Trail Partners Worked Together to Help Obtain Funding for Local Community Water Trail Projects Including Keizer Rapids Park.



Its Working!

- Water Trail Guide Complete
- Communities and Property Owners along the Willamette are working Together to improve the Water Trail
- Development, Promotion, Stewardship, Recognition and Use of the Water Trail as a Regional Asset is increasing.



But . . . There are limits to what we can do with the current organizational structure.

- Most of the “partners” are not part of the Concord or any formal MOU. Need to update.
- Partnership is limited in what it can accomplish under current informal structure. The informal partnership needs bylaws, rules, election of officers, voting protocols, procedures which all requires a more formal organization to be formed between the partners.
- Need to confirm the group has the blessings of the policy makers of all represented partners in order to continue the work of the partnership.

MISSION & GOAL STATEMENTS

The Mission of the Partnership is to promote improvements and public use of the water trail as a valuable resource for non-motorized recreation, education, stewardship and tourism.

The Goal of the Partnership is to use the collective and cooperative energy of the Parties to support projects that further our mission.

Motorized Boat Users Also Benefit from Most Water Trail Improvements.

- “While the focus on the partnership is to promote non-motorized recreation, the intent of this MOU is not to impede motorized use, or advocate for excluding motorized use on any portion of the Willamette River”



What We Are Asking:

- Continue to Be a Partner in the Water Trail by Signing the new MOU.
- Work Together to Respect and Honor Private Property Along the Water Trail.
- Cooperate in Education of Residents on Responsible Use and Respect of Private Properties, Public Lands, and all Willamette Water Trail Facilities.
- Display the guide.
- Appoint a Liaison to Attend Meetings.

What we are NOT asking for.

- Money
- Paid Staff Time
- Promises to do *Anything, Anytime, Anywhere* about *Anything Other Than* as *Noted Above.*
- Authority to bind You to do *Anything* in the *Future* or to *Pay* any *Money* in the *Future.*

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NEWBERG CITY COUNCIL MEETING INFORMATION

Meeting Date: July 2, 2012

Prepared by: Norma Alley

Councilors	Roll Call	MOTION Topic: Old Fashioned Festival Proclamation	MOTION Topic: Consent Calendar – Sound Permit	ORDINANCE NO. 2012-2755 Topic: Batch Annexation WAIVE 2 ND READING	ORDINANCE NO. 2012-2755 Topic: Batch Annexation	RESOLUTION NO. 2012-3009 Topic: Bypass Funding IGA	RESOLUTION NO. 2012-3013 Topic: Willamette Water Trail Partnership MOU	Res/Ord/Order # _____ Topic:
ANDREWS, Bob, Mayor	X	YES	YES	YES	YES	YES	YES	
BACON, Denise	X	YES	YES	YES	YES	YES	YES	
HOWARD, Ryan	X	YES	YES	YES	YES	YES	YES	
McKINNEY, Stephen	X	YES	YES	YES	YES	YES	YES	
RIERSON, Bart	X	YES	YES	YES	YES	YES	YES	
SHELTON, Marc	X	YES	YES	YES	YES	YES	YES	
WITHERSPOON, Wade	X	YES	YES	YES	YES	YES	YES	
ROLL CALL VOTES		YES: 7 NO: 0 Absent: 0 Abstain: 0	YES: 7 NO: 0 Absent: 0 Abstain: 0	YES: 7 NO: 0 Absent: 0 Abstain: 0	YES: 7 NO: 0 Absent: 0 Abstain: 0	YES: 7 NO: 0 Absent: 0 Abstain: 0	YES: 7 NO: 0 Absent: 0 Abstain: 0	YES: NO: Absent: Abstain:
Department Prepared Action Item:		Administration		Planning	Planning	Administration	Administration	
MOTION (1st/2nd):		Rierson/ Shelton	Rierson/ Howard	Witherspoon/ Rierson	Shelton/ McKinney	Andrews/ Bacon	Howard/ Rierson	

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City Council Hearing July 2, 2012

**Batch Annexation: Ordinance 2012-2755
Manning & Kindsvogel annexations
File #s ANX-12-001 & ANX-12-002**

Staff Report

What is a batch annexation?

- It allows the city to process multiple smaller annexations together as a legislative annexation.
- This streamlines and reduces the cost of the annexation process for small properties.
- It does not require a Planning Commission hearing.
- Still requires final approval by a public vote.

Application Information

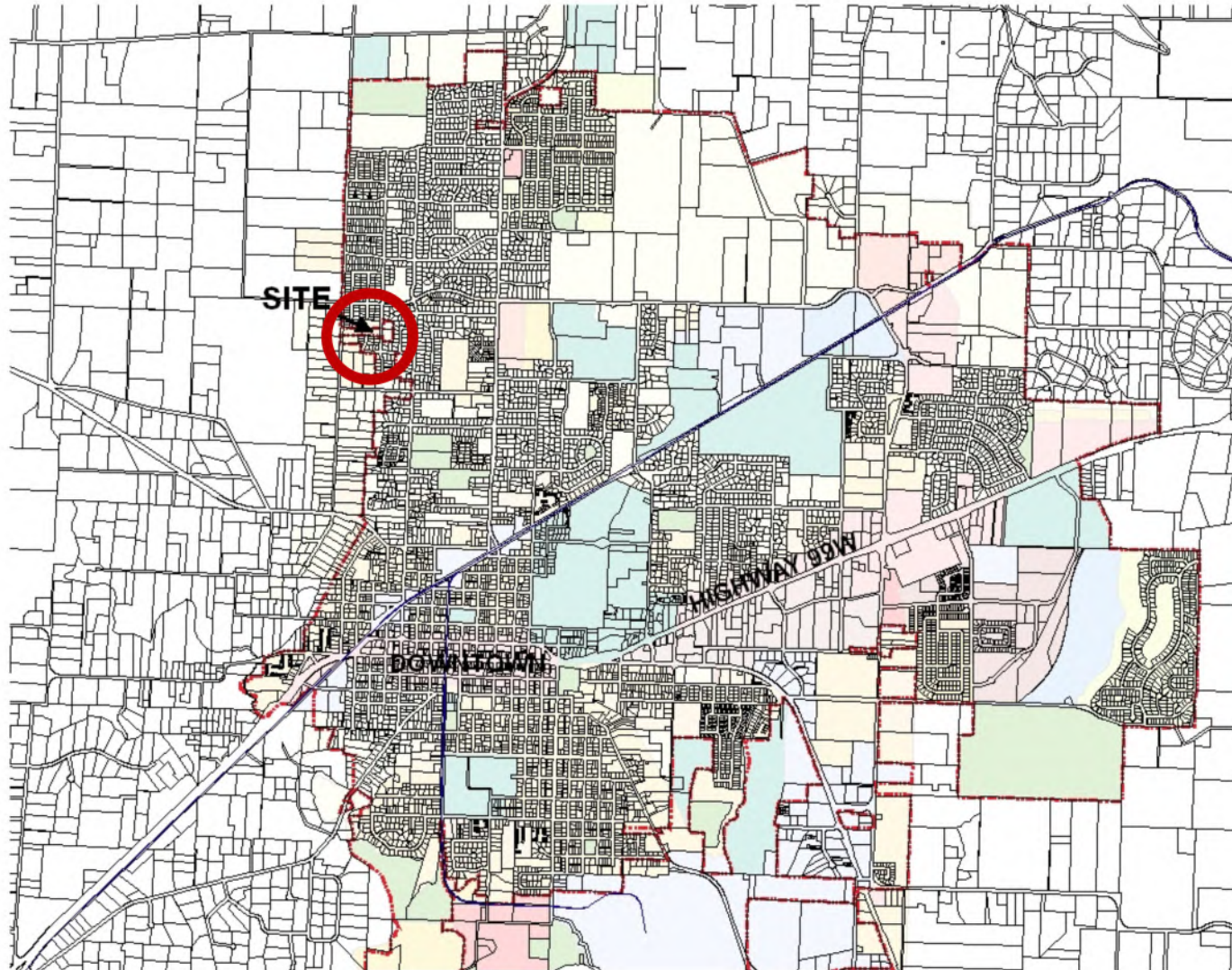
A batch annexation for 2 properties, totaling 1.36 acres

I) File # ANX-12-001

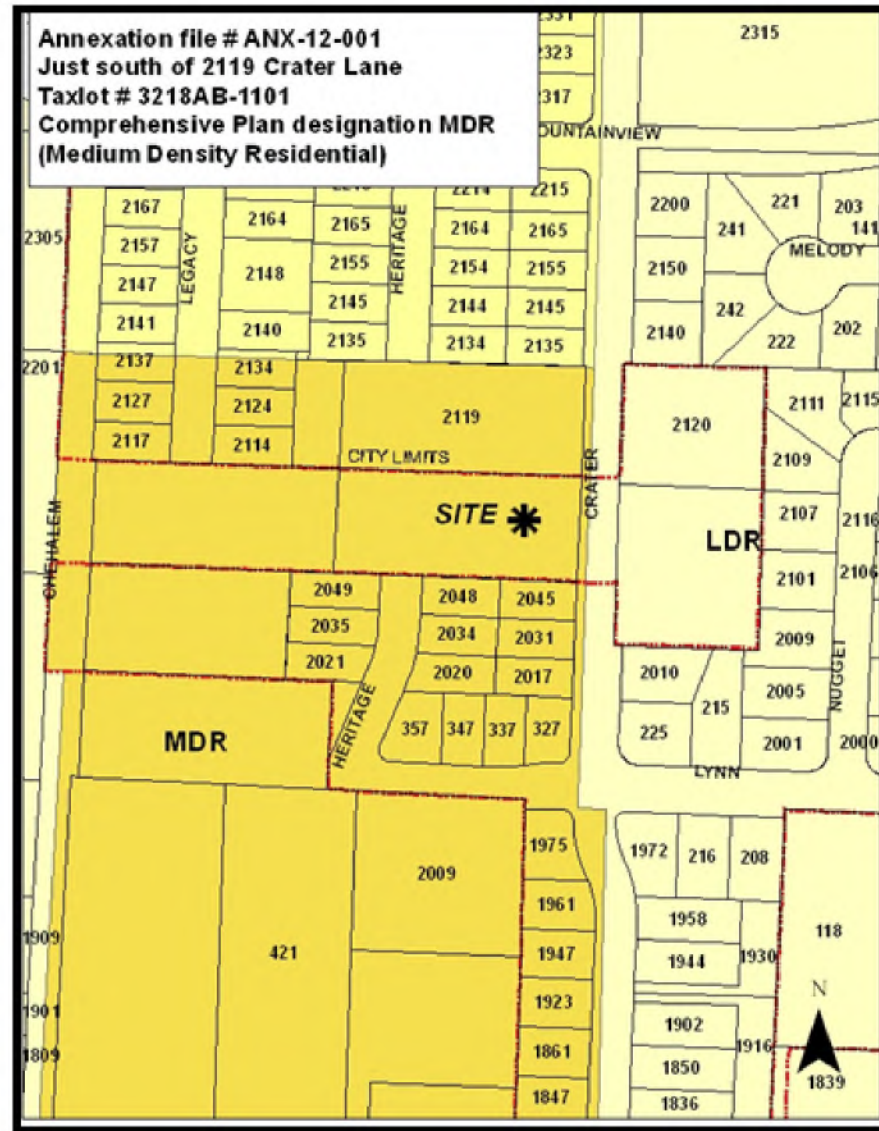
Applicant: Ron Manning

Owners: Brett and Serena Martin

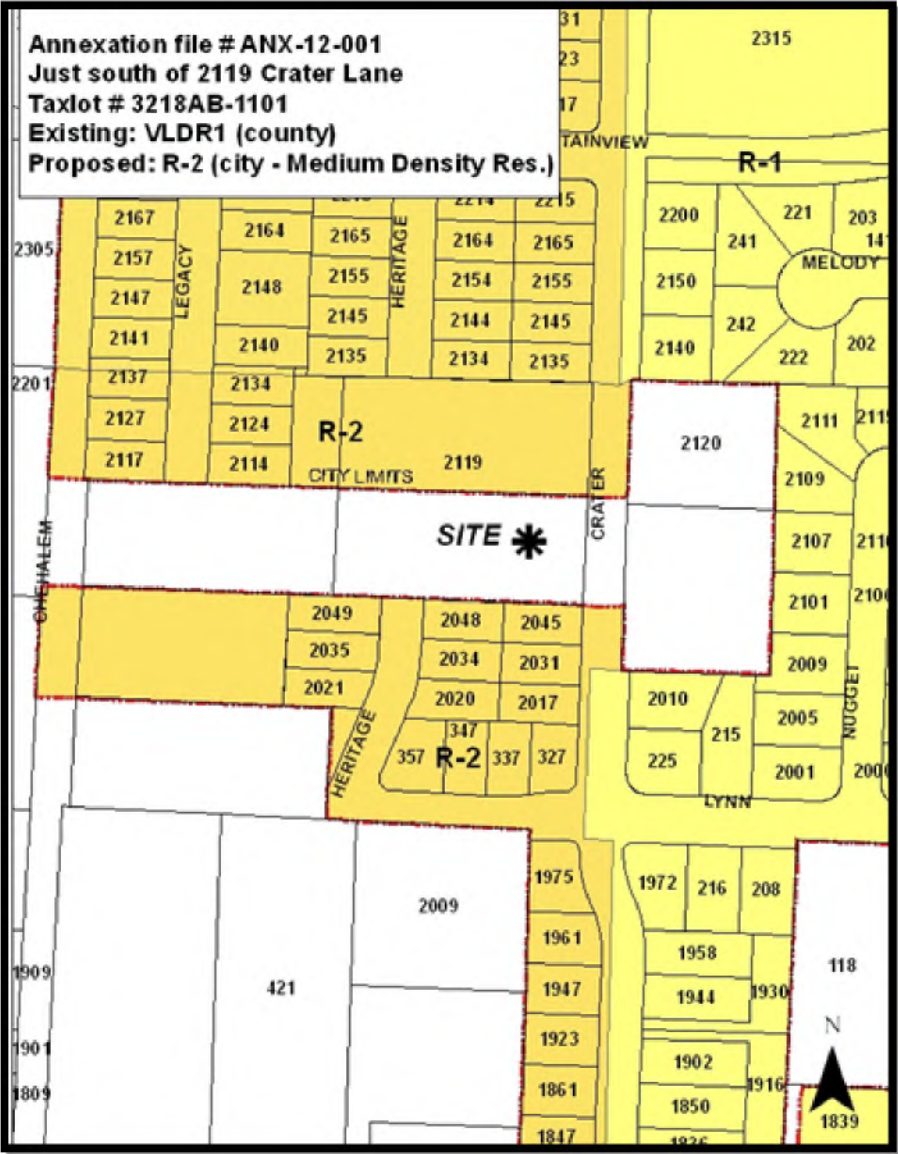
Location – Manning ANX



Newberg Comprehensive Plan Map



Newberg Zoning Map

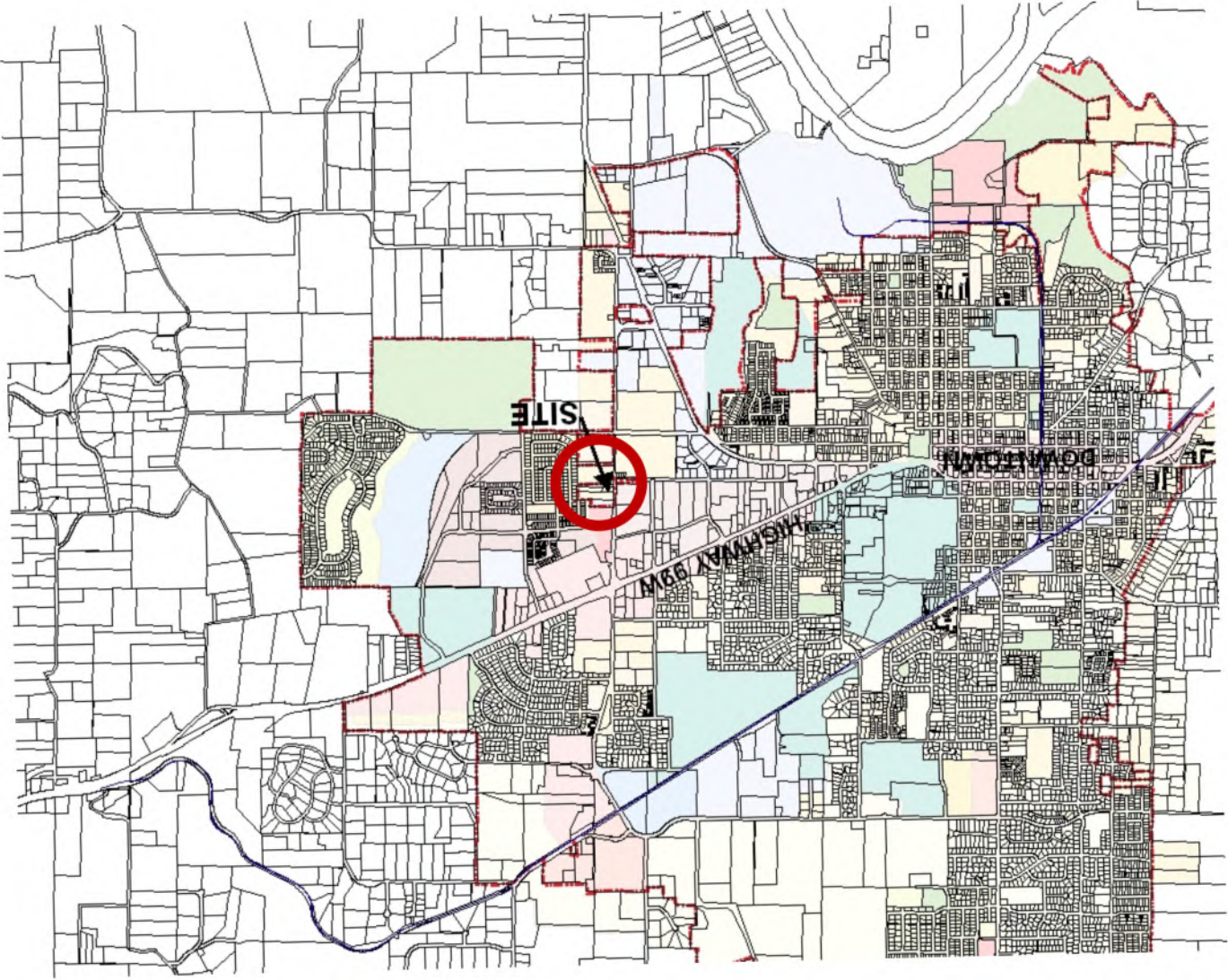


Application Information

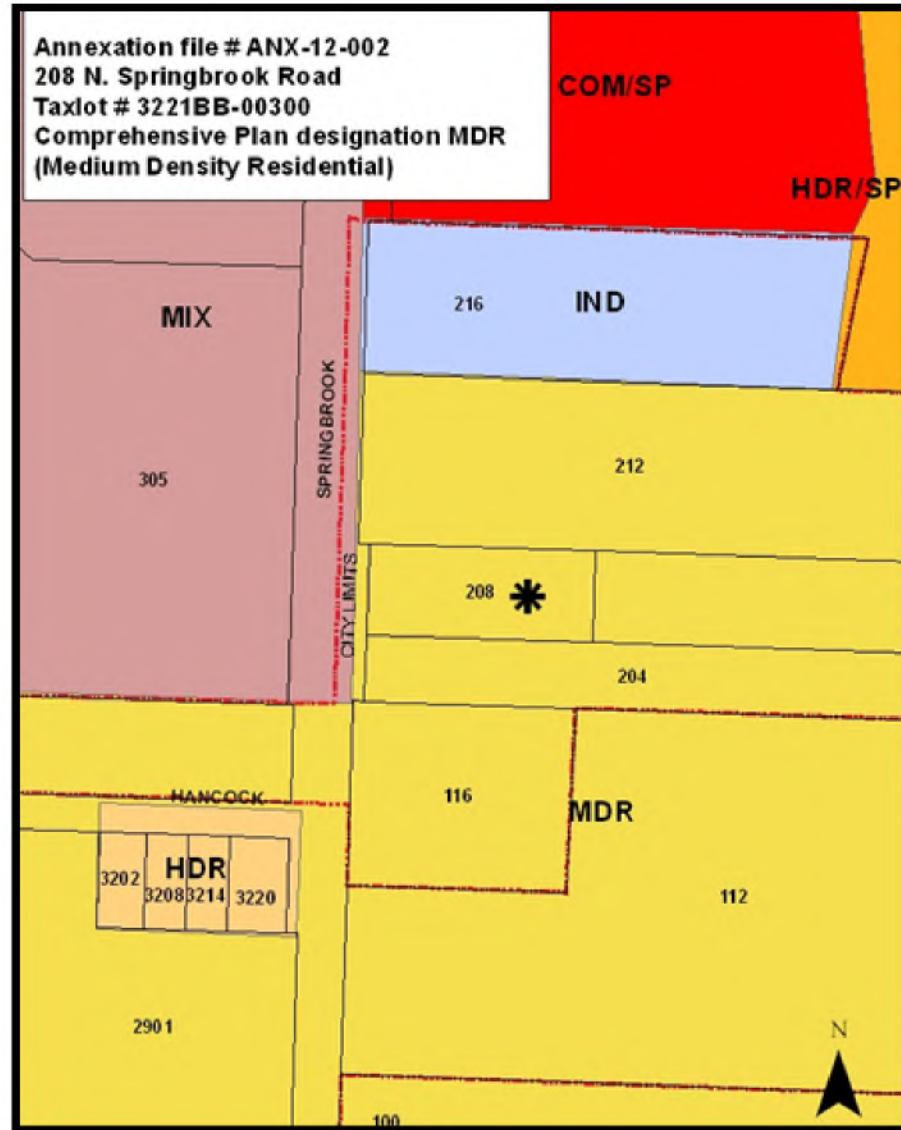
2) File # ANX-12-002

Applicant/owners: Rob & Susan Kindsvogel

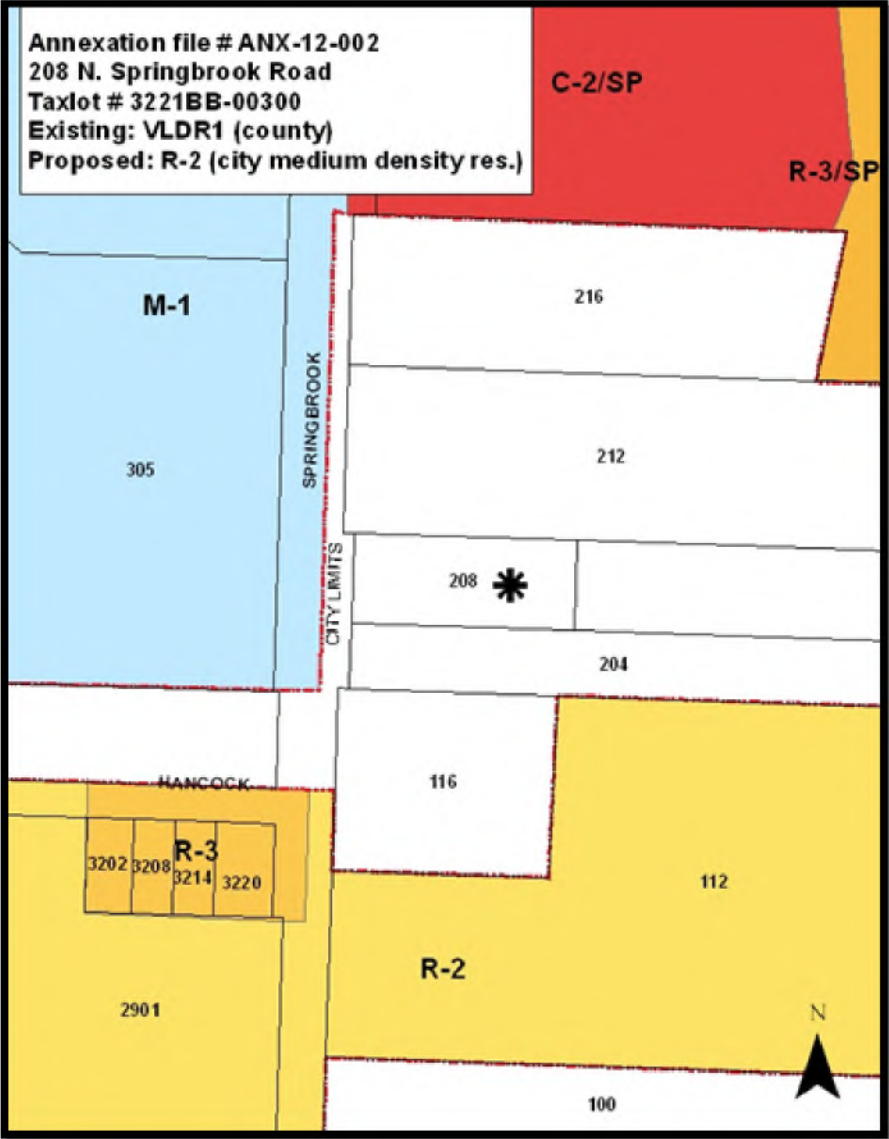
Location – Kindsvogel ANX



Newberg Comprehensive Plan Map



Newberg Zoning Map



NDC § 15.250.020 Conditions for Annexation

(A) The subject site must be located within the Newberg Urban Growth Boundary or Newberg Urban Reserve Areas.

(B) The subject site must be contiguous to the existing City limits.

Finding: Both properties are within Newberg's UGB and are contiguous to existing City limits.

NDC § 15.250.075 Batch annexation of small properties by consent

- A. Eligibility. Properties are eligible for batch annexation if:
1. The total area of each contiguous territory to be annexed **does not exceed three buildable acres**, unless the city council moves to allow consideration of a larger territory prior to the hearing.
 2. Property owners shall **file a consent** and request to annex with the city on forms provided by the director.

Finding: The total area of each contiguous territory to be annexed is less than 3 acres. The property owners have requested annexation and filed consent to annex forms.

NDC § 15.250.075 Batch annexation of small properties by consent

3. The **zoning map designation complies with the comprehensive plan map** designation. If a comprehensive plan map change is proposed the request shall follow the process described in NMC 15.250.050(B).
4. The properties have a **residential** comprehensive plan map designation and are intended for residential use.

Finding: The requested R-2 zoning map designations comply with the MDR comprehensive plan map designations. The properties have residential comprehensive plan map designations and are intended for residential use.

NDC § 15.250.075 Batch annexation of small properties by consent

- C. Criteria for a Batch Annexation. For each property, an adequate level of urban services is or can be made available within three years, including:
1. **Municipal wastewater and water service** meeting the requirements enumerated in the Newberg comprehensive plan for provision of these services.
 2. **Roads** with an adequate design capacity for the proposed use and projected future uses.

Finding:

Manning – City wastewater and sewer lines were extended to the property line by adjacent development. Heritage Way and the Crater Lane frontage will be improved to City standards upon development, and any needed utilities will be installed.

Kindsvogel – Existing house is already connected to City wastewater and sewer lines in Springbrook. There are no further development plans at this time. The Springbrook frontage will be improved by the Bypass project.

NDC § 15.250.075 Batch annexation of small properties by consent

C. Criteria for a Batch Annexation. For each property, an adequate level of urban services is or can be made available within three years, including:

3. Police, fire, parks, and school facilities and services.

Finding: The Manning property could add approx. 8-11 households when developed. The Kindsvogel property would add 1 household, but could potentially add a couple more in the future. Both would add a small burden to existing police, fire, parks and school facilities & services, which would be offset by some additional tax revenues and system development charges.

Overall, an adequate level of urban services is available for both properties, and both properties meet the criteria for a batch annexation.

NDC § 15.250.075 Batch annexation of small properties by consent

D. Approval. The city council may approve or deny all or part of the proposed batch annexation. If the city council approves, it shall refer the annexation to an election following the legislative process under NMC 15.250.050. [Ord. 2745 § 1 (Exh. A), 7-18-11.]

Staff Recommendation

Adopt **Ordinance No. 2012-2755**, approving the findings that the proposed annexations and concurrent zone changes meet the applicable City of Newberg Development Code criteria, annexing the two parcels (Yamhill County tax lots 3218AB-1101 and 3221BB-00300) subject to a public vote, and scheduling this item for the November 6, 2012 general election.

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DEPT HEADS

- CONFIRM SCOPE OF ISSUE
- DEFINE OPTIONS
 - CUTS
 - REVENUES
 - REDUCTIONS
- 5 YEAR PROJECTION

JULY - AUG

COUNCIL

- OFF MONDAY MEETINGS
- REVIEW VISION AND MASTERPLAN DOCUMENTS
- REVIEW GOALS
- REVIEW BUDGET PROJECTIONS
- PRIORITIZE SERVICES/LEVELS
- REVIEW BUDGET OPTIONS

SEPT - DEC

FACILITATOR?

Newberg City Council Meeting
 Date: July 2, 2012
 Re: Council Business
 Topic: Handout by Dan Danicic for 2013/2014 Budget Process

ADHOC COMMITTEE

Made up of members of the budget committee focused on specific tasks defined by Council

BUDGET GOALS
 JANUARY 2013

OPERATING LEVY

MARCH: COUNCIL ACTION
 MAY: VOTE
 NOV: EFFECTIVE

13/14 BUDGET PROCESS

APRIL
 PROPOSED BUDGET COMPLETED

MAY - JUNE
 BUDGET COMMITTEE MEETS