

AFTER RECORDING, RETURN TO:  
City of Newberg - Legal Dept.  
414 E. First Street  
Newberg, OR 97132  
Our File No.: DR-74-96

*KARSHAN PAEL*  
*2211 PORTLAND RD.*  
*Newberg OR-97132*

CITY OF NEWBERG  
CITY RECORDER INDEX NO. 1595

**DECLARATION TO CITY OF NEWBERG FOR  
TEMPORARY FIRE DEPARTMENT ACCESS**

COMES NOW, KARL J. BIRINGER and JANE M. BIRINGER, and declare and represent to the City of Newberg as follows:

**WITNESSETH**

WHEREAS, Eagle Exchange Corporation, a corporation, gave the City of Newberg a written declaration to conclude cross-access agreements for the development of its property as a Best Western Inn for Maha Laxmi, Inc. at Newberg, Oregon, and

WHEREAS, the real property being developed as a Best Western Inn for Maha Laxmi, Inc. at Newberg, Oregon has been conveyed to Maha Laxmi, Inc. as owner, all references herein to Best Western Inn refer to Maha Laxmi, Inc., a corporation, or its successors and assigns, and

WHEREAS, the City of Newberg also requires a second access to the Best Western Inn for fire protection access,

NOW THEREFORE, KARL J. BIRINGER and JANE M. BIRINGER declare and agree with the City of Newberg as follows:

1. Exclusive access for the Newberg Fire Department is available from the property of the undersigned owner and along the area shown on attached Exhibit A, on a temporary basis, only for fire fighting equipment access to the Best Western Inn should the need ever arise.
2. The undersigned plans to develop the unimproved land at the North end of its property and the access will need to be moved. Until final access is identified by Newberg Planning Department, the Newberg Fire Department and the undersigned, the temporary or final access areas shall remain in good condition and available for fire protection use only.
3. Any location adjustment to the access easement area shall be wholly at the expense of the Best Western Inn. All future maintenance of the access area shall be at the expense of Best Western Inn subject to the reasonable requests and approval of the Newberg Fire Department and the undersigned.
4. If the second access is ever revoked by the undersigned or becomes unusable due to lack of maintenance, occupancy of Best Western Inn shall be suspended until a replacement

**DANO ♦ MILLER ♦ RIES  
ATTORNEYS, LLP**

Recorded in Yamhill County, Oregon  
CHARLES STERN, COUNTY CLERK

45.00

199711445 10:56am 07/15/97

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second access is made available. The FDC and hydrant shall be located as directed by the Newberg Fire Department. The striping and parking arrangement in the Videoland parking lot, as approved by the undersigned, shall allow the Newberg Fire Department vehicles entry and exit on this access. The striping and maintenance thereof shall be at the expense of the Best Western Inn.

5. The undersigned grants a four (4) foot easement for driveway access at the Southwest corner of the property as shown on Exhibit B attached. All expenses including legal, engineering, documentation and construction costs shall be assumed and paid by Best Western Inn.

6. Best Western Inn agrees to immediately repair at its sole cost all damage to undersigned's parking lot and concrete curbs caused by the parking of and operation of heavy construction equipment on the parking access and use of its parking lot by construction personnel working for Best Western Inn.

7. A locked chain fence or gate shall be installed by Best Western Inn at the point the second access enters its property. The Newberg Fire Department shall have keys for entry as may be required.

8. Best Western shall indemnify and hold harmless KARL J. BIRINGER and JANE M. BIRINGER, their successors and assigns, from any expense in establishing, maintaining or operating the fire department access, and any damage claims for injury to property or personal injury that may arise from its use.

9. Each of the parties understands that the above declaration both temporary and/or permanent may be revoked by the undersigned immediately if the easement is not repaired and maintained or if other covenants herein are violated, or for any other reason upon the giving of a sixty (60) day written notice to the other parties to this agreement.

10. In the event of a dispute between either of the parties, prevailing party shall be entitled to its reasonable attorney's fees and associated costs against the other party.

11. This Declaration shall be binding upon the heirs, successors and/or assigns of the parties.

Approved and conditions accepted this 28<sup>th</sup> day of May, 1997.

Karl J. Biringer  
KARL J. BIRINGER

Jane M. Biringer  
JANE M. BIRINGER

Title Authorized Officer: \_\_\_\_\_

Approved and conditions accepted this 4<sup>th</sup> day of <sup>June</sup> ~~May~~, 1997.

MAHA LAXMI, INC.,  
a Corporation

By: Karshan Patel

Print: KARSHAN PATEL

Title Authorized Officer: SEC.

Approved and conditions accepted this 4<sup>th</sup> day of <sup>June</sup> ~~May~~, 1997.

CITY OF NEWBERG

By: Duane R. Cole

Print: Duane R. Cole

Title Authorized Officer: City Manager

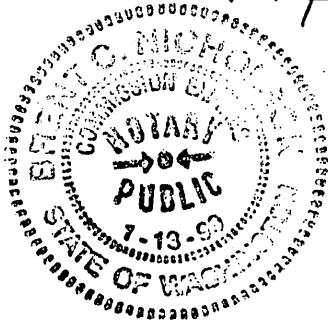
OREGON  
STATE OF ~~WASHINGTON~~ )  
County of Yamhill )

ss.

I certify that I know or have satisfactory evidence that KARL J. BIRINGER AND JANE M. BIRINGER are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Owners of \_\_\_\_\_, to be the free

and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 28<sup>th</sup> 1997.



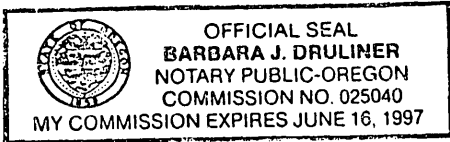
Signature [Handwritten Signature]  
Printed Name Brent C. Nicholson  
Notary Public  
Title  
My Commission Expires 7-13-99

STATE OF ~~WASHINGTON~~ )  
OREGON )  
County of Yamhill )

ss.

I certify that I know or have satisfactory evidence that Karshan Patel is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Secretary of MAHA LAXMI, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 4 1997.



Signature [Handwritten Signature]  
Printed Name Barbara J. Druliner  
Notary Public Barbara J. Druliner  
Title PBO  
My Commission Expires 6-17-97

OREGON  
STATE OF ~~WASHINGTON~~ )  
County of Yamhill )

ss.

I certify that I know or have satisfactory evidence that Duane R. Cole is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the

City Manager \_\_\_\_\_ of the CITY OF NEWBERG, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 2, 1997.

Dawn Marie Wilson

Signature

Dawn Marie Wilson

Printed Name

Notary Public

Title Legal Secretary

My Commission Expires 10/21/00



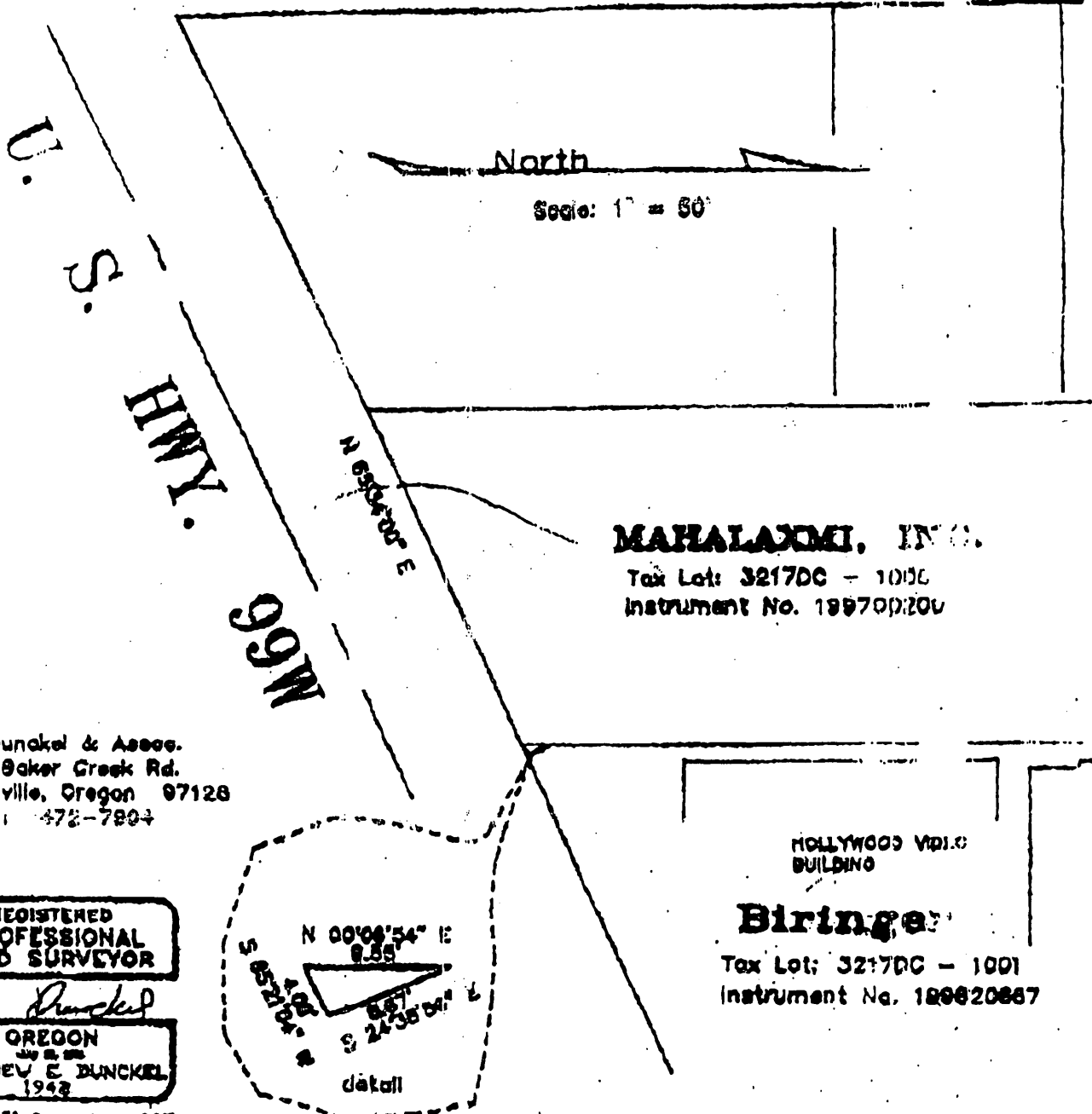
# MAHALAXMI, INC.

Location: SE 1/4 Section 17, T. 3 S. R. 2 W., WM,  
City of Newberg, Yamhill Co., OR

Tax Lots 3217DC - 1000 & 1001

Date: 14 April 1997

~~Hulett Lane~~



Matt Dunkel & Assoc.  
10010 Baker Creek Rd.  
McMinnville, Oregon 97128  
Phone: 542-7804

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Matt Dunkel*

OREGON  
JUL 21, 1988  
MATTHEW E. DUNKEL  
1948

Expires 31 December 1997

Post-It® Fax Note 7871

Date	5/23/97
To	Brent Nicholson
From	Kozlowski
Co./Dept.	
Co.	

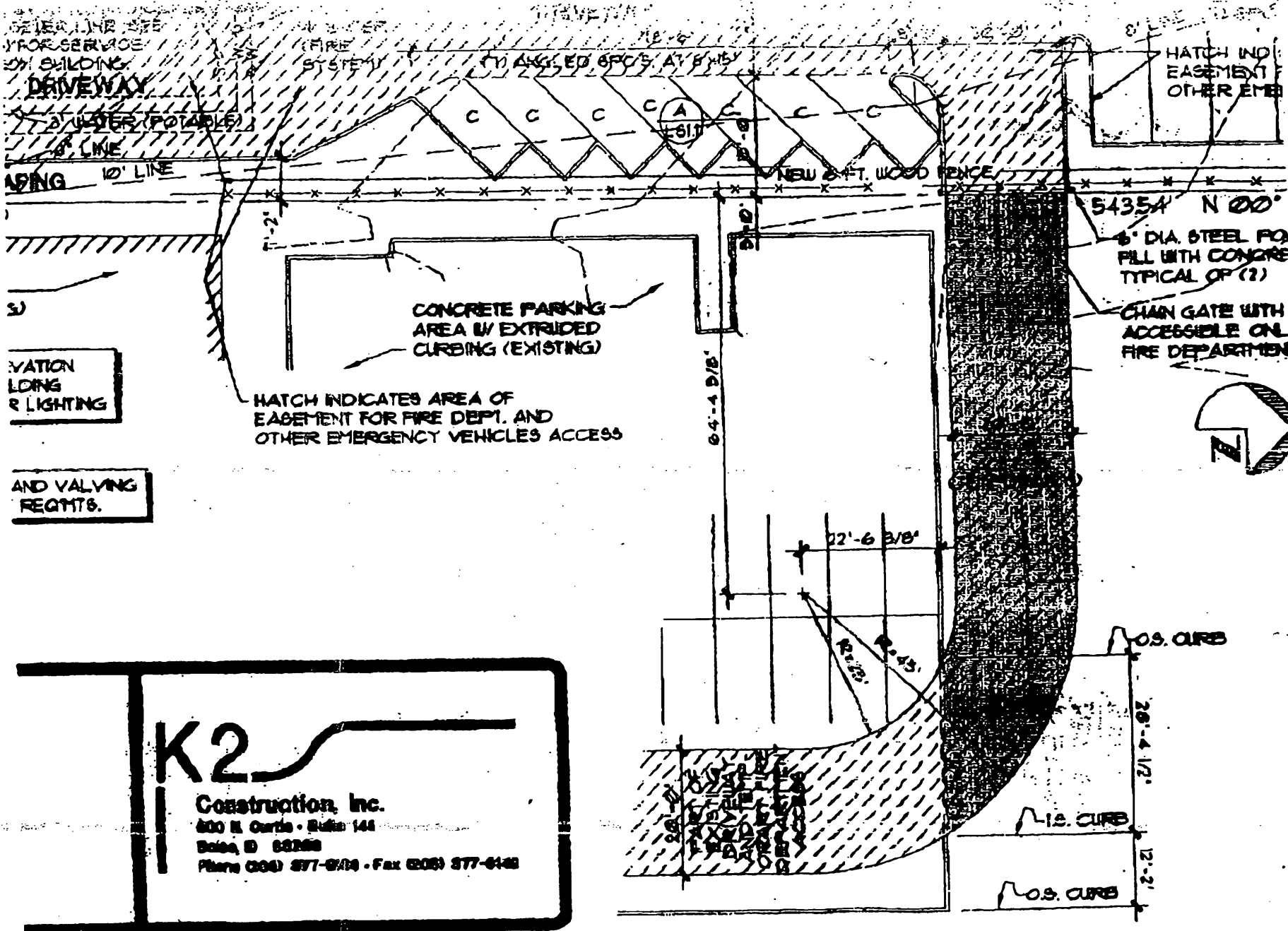


Exhibit D

**K2**

**Construction, Inc.**  
 600 E. Curds • Suite 144  
 Boise, ID 83725  
 Phone (208) 377-8404 • Fax (208) 377-8448

TOTAL P. 06

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