

Private Road & Maintenance Agreement
Pacific Park Phase II

1. The city of Newberg has granted approval of Pacific Park subdivision conditioned upon a common ingress and egress easement together with a public utility easement and is jointly owned and maintained collectively by those owners of lots 1,2,3,4 of such subdivision.

OWNERS AGREEMENT:

1. The owners dedicate such easement shown on the plat being 21 feet in width for ingress, egress and utility purposes benefiting lot 1,2,3,4 of such subdivision.

2. This agreement shall continue in perpetuity and act as a covenant and restriction which attaches to and runs with the land. It is the intent to create a continuing obligation and the right for subsequent owners of the property including owners of any parcels derived therefrom.

3. Maintenance. The common driveway shall be maintained in a good and workman like manner. The owners of each parcel are jointly and severably responsible for the maintenance and repair of the entire driveway. Provided that if any individual owner, by any act or omission, causes damages to the common driveway, that owner shall be responsible for the repair to the improvement. Each owner shall bear an equal portion of the cost of any maintenance or repair. Provided that if any additional parcels are hereinafter created, owner of said parcel shall bear an equal portion as owners of other parcels.

4. Maintenance obligation. The owners of the parcels shall confer from time to time concerning the required maintenance. The owners shall agree to the cost and each owner's consent shall be obtained to perform the necessary work provided that such consent cannot be unreasonable withheld.

5. Arbitration. If disagreement occurs as to the need, cost, or method of repair of common driveway, the owners may seek arbitration to resolve such disagreement upon consent of all owners. The arbitrator must be agreed upon.

6. Enforcement of agreement. This agreement may be enforced by any owner in the appropriate court in Yamhill County of the State of Oregon.

7. Indemnification. The owners shall hold harmless, defend, and indemnify the City of Newberg and City's officers, agents, and employees against all claims, demands, actions or suits brought against any of them arising out of failure to properly maintain the common driveway. Each owner agrees to release and indemnify other owners for all liability for injury to themselves or damage to their property when such injury or damage shall result from the construction, maintenance, or repair undertaken pursuant to this agreement.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



20.00

199819067 10:05am 09/30/98

001 076724 10 04 000200

1 0 D02 2 10.00 10.00 0.00 0.00 0.00 0.00

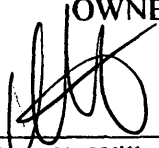
1/2

8. Notices. Any notice, demand, or report required under this agreement shall be sent to each owner in the care of the street address of owner's parcel or in the event that the owner does not reside on said property, in care of the current property tax notification address of the parcel. Any required notice or demand shall be made by certified mail or hand delivery and shall be deemed received on actual delivery or mailing, whichever of occurs first.

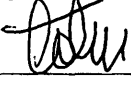
9. Termination. The owners may not withdraw from or dissolve this agreement without written approval of the City of Newberg.

10. Attorney's fees. If any of the owners take action concerning any matter pertaining to this agreement against any other owner, the prevailing party is entitled to reasonable attorney's fees as set by the appropriate court and to any additional attorney's fees if appeal is undertaken. In addition, the party is entitled to actual attorney's fees if a party is required to appear in any other procedure to protect the right under this agreement, such as bankruptcy or foreclosure procedures.

Maintenance agreement

OWNER


Marc E. Willcuts

CITY OF NEWBERG
Approved as to form and content By:
 9/22/98

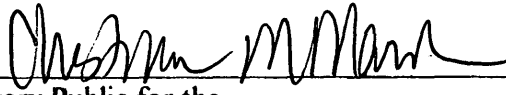


President, Far West Development

State of Oregon
County of Yamhill ss.

On 8/31/98, personally appeared the above named individuals and acknowledged the foregoing instrument to be their voluntary act and deed.





Notary Public for the
State of Oregon Commission
expires: 9/1/98

Recording information:

CONSENT AFFIDAVIT

I, STEPHEN A. TOWNSEND & VIVIAN G. TOWNSEND, owner of the property as described in Exhibit "A" Attached, hereby consent and agree to the conditions of approval and the recording of Plat known as PACIFIC PARK, Yamhill County and State of Oregon.

NO. 2

Stephen A. Townsend
STEPHEN A. TOWNSEND

Vivian G. Townsend
VIVIAN G. TOWNSEND

STATE OF OREGON

COUNTY of Yamhill

) ss.

Acknowledged before me this 9th day of October, 1997 by
STEPHEN A. TOWNSEND & VIVIAN G. TOWNSEND



Janet L. Winder
Notary Public for Oregon

My Commission Expires: 5-6-01

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



20.00

199819065 09:56am 09/30/98

004 076722 10 04 000200
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10.00 0.00

RECEIVED

SEP 28 1998

YAMHILL COUNTY
ASSESSOR

1/2

EXHIBIT "A"

Beginning at a fence post at the intersection of the Westerly line of Wynooski Street in the City of Newberg, in Yamhill County, Oregon and the North line of the property described in deed from Fred Werth and wife to J.D. Gordon, recorded June 3, 1913 in Book 64, Page 620, Deed Records of Yamhill County, Oregon; thence South $89^{\circ}35'$ West along the North line of said property, 258 feet to the Northwest corner of said property; thence South $00^{\circ}7'$ West 147.4 feet to a point which said point is the true beginning point of the premises hereby conveyed; thence South $00^{\circ}7'$ West, 119.6 feet; thence North $89^{\circ}35'$ East, 395 feet to the Westerly boundary line of Wynooski Street; thence North 27° West on the Westerly boundary line of said Wynooski Street, 134.7 feet; thence South $89^{\circ}35'$ West 333.6 feet to the aforesaid true point of beginning.

SAVE AND EXCEPTING therefrom the West 73.80 feet.

CONSENT AFFIDAVIT

I, MERLIN LANE TRUSTEE of the Lane Family Trust, owner of the property as described in Exhibit "A" Attached hereby consents and agrees to the conditions of approval and the recording of the Plat covering property known as PACIFIC PARK in Newberg, Yamhill County, Oregon.

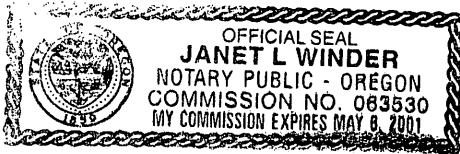
NO. 2



Merlin Lane Trustee
MERLIN LANE, TRUSTEE

STATE OF Oregon)
COUNTY of Yamhill) ss.

Acknowledged before me this 7th day of January 1998 by Merlin Lane, Trustee



Janet L. Winder
Notary Public for Oregon
My Commission Expires: 5-6-01

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



20.00

199819064 09:55am 09/30/98

004 076721 10 04 000200
1 P01 2 0 10.00 0.00 0.00 0.00 0.00 0.00
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RECEIVED

SEP 28 1998

YAMHILL COUNTY
ASSESSOR

1/2

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