

WARRANTY DEED

CITY OF NEWBERG, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$ 55,700 does convey unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, fee title to the following described property:

PARCEL 1 - Fee

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 11.250 meters Southeasterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+074.498 on said center line; thence Southwesterly in a straight line to a point opposite and 12.916 meters Southeasterly of Engineer's Station "F" 25+109.098 on said center line; thence Southwesterly in a straight line to a point opposite and 15.150 meters Northeasterly of Engineer's Station "V" 0+343.835 on the "V" center line of relocated Villa Road; thence Southeasterly parallel with said last mentioned center line to Engineer's Station "V" 0+384.675.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

Beginning at Engineer's "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

7-11-00

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871

Account No.: R3220BA-00900 & R3220BA 01000

Property Address: _____

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



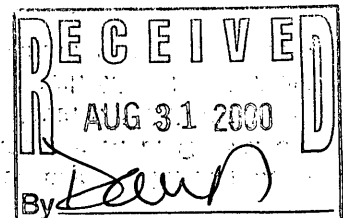
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The "V" center line of relocated Villa Road referred to herein is described as follows:

Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

Bearings are based on County Survey No. CS # 10493, dated October, 1995, Yamhill County, Oregon.

The parcel of land to which this description applies contains 254 square meters, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, and to relocate, construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefor, upon, over, under, and across the following described property:

**Parcel 2 - Permanent Easement for Slopes, Water, Gas, Electric and
Communication Service Lines, Fixtures and Facilities**

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 14.250 meters Southeasterly of Engineer's Station "F" 25+078.888 on the "F" center line of the relocated Pacific Highway West; thence Southwesterly in a straight line to a point opposite and 16 meters Southeasterly of Engineer's Station "F" 25+105 on said center line; thence Southwesterly in a straight line to a point opposite and 22.515 meters Northeasterly of Engineer's Station "V" 0+341.636 on the "V" center line of relocated Villa Road; thence Southerly in a straight line to a point opposite and 20 meters Easterly of Engineer's Station "V" 0+360 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 18.500 meters Easterly of Engineer's Station "V" 0+370 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 17.650 meters Easterly of Engineer's Station "V" 0+384.675 on said last mentioned center line.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 178 square meters, more or less.

IT IS UNDERSTOOD that the easement herein granted does not convey any right, or interest in the above-described Parcel 2, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided,

however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted herein above.

IT IS ALSO UNDERSTOOD that this easement shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owner of any facilities being relocated.

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement area without the written consent of Grantee.

IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantee for the maintenance of said utilities.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of all the above-described property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the property herein conveyed and the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 13th day of July, 2000.

APPROVED AS TO FORM:

By [Signature]

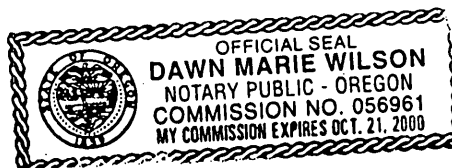
CITY OF NEWBERG

By [Signature]
Duane R. Cole, City Manager

Approved By Resolution No. 2000-2244 on June 5th, 2000.

STATE OF OREGON, County of Yamhill

Dated July 13, 2000. Personally appeared Duane R. Cole, who, being sworn, stated that he is the City Manager of the City of Newberg, Oregon, a municipal corporation, and that this instrument was voluntarily signed in behalf of said municipal corporation by authority of its Resolution 2000-2244, passed by the Council of said City on this 5th day of June, 2000.



[Signature]
Notary Public for Oregon
My Commission expires 10/21/00

Accepted on behalf of the Oregon Department of Transportation

[Signature]

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 5, 2000

Ordinance ____ Resolution XX Motion ____ Information ____
No. No. 2000-2244

Date Submitted: May 23, 2000

SUBJECT: A Resolution authorizing the City Manager to complete the sale of property at the south east corner of Villa road and Highway 99W for the State Highway Improvements.

Contact Person (Preparer) for this Resolution:

Duane Cole, City Manager

Dept.: Administration

File No.: G:\Common\TR\BRMN\Rcapk800.wpd

RECOMMENDATION:

Adopt **Resolution No. 2000-2244** authorizing the City Manager to complete the sale of property at the south east corner of Villa road and Highway 99W for the State Highway Improvements.

BACKGROUND: This property was originally purchased in 1978 to provide right-of-way for the construction of Villa Road between the old State Highway 219 and Highway 99W. After the road right-of-way was identified, the remainder piece continued to be owned by the City. Arctic Circle drive-in property owners at the time agreed to landscape and pave a parking lot on the property. This may have been a condition of their approval to locate on the site. The lease agreement provides that the cost of the improvements was only reimbursable for a period of five (5) years. The lease provides for a sixty (60) day notice to cancel.

The City has been in contact with the lessors over the years. The relationship has been amicable and, based on the state's need for the right-of-way, it is time to give the property owners notice and sell the property to ODOT for the highway project.

There may be a concern by the Arctic Circle owners that loss of the property will place them in non-compliance with the parking requirements in the Newberg Development Code. This does not mean, however, that the business must comply immediately. Compliance will, however, be required at such time that the property is re-developed. This may be soon since there has been interest from some of the larger chain stores in this corner property at Newberg's second most busy intersection.

The Resolution authorizes the City Manager to give the sixty (60) day notice as provided in the

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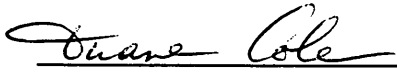
21

lease agreement, sell the property on the behalf of the city to ODOT, and place the funds in the Capital Improvement Fund to be used for the city's share of the Brutscher to Main project costs.

FISCAL IMPACT: The fiscal impact is that the City will receive approximately \$56,000 which the Manager is proposing to place toward the City's share of the Brutscher to Main project. The funds will be placed in the Capital Improvements Fund until the specific project is identified. Council will approve the use of the funds when that is determined.

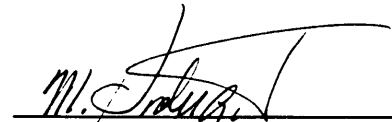
STRATEGIC ASSESSMENT: Transportation improvement projects are a high priority for improving the Newberg community. This land sale will help widen Newberg's second most busy intersection and provide needed funds to assist with the City share of the cost of the project.

SUBMITTED BY:



Duane Cole, City Manager

CONCURRENCE:



Mike Soderquist, Community Dev. Dir.



RESOLUTION No. 2000-2244

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
COMPLETE THE SALE OF PROPERTY AT THE SOUTH EAST
CORNER OF VILLA ROAD AND HIGHWAY 99W FOR THE STATE
HIGHWAY IMPROVEMENTS.**

RECITALS:

1. The State of Oregon Department of Transportation has notified the City that they intend to purchase property on the south east corner of 99W at Villa Road.
2. This property will be needed to provide sufficient travel lane width, turning radius, sidewalk and a utility easement for the street project.
3. The State of Oregon has appraised the property and plans to purchase 5,899 square feet which includes land valued at \$52,249 and improvements of \$3,447.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager is authorized to cancel the lease of the property by providing a sixty (60) day notice pursuant to the lease agreement.
2. The City Manager is hereby authorized to complete the sale of the property and receive, on behalf of the City of Newberg, compensation from the State based on the agreed upon value of approximately Fifty-six Thousand Dollars (\$56,000.00). Further, the City Manager, on behalf of the City, is authorized and delegated the authority to execute all necessary agreements, deeds, and documents subject to approval of the form and content by the City Attorney.
3. Compensation from this property shall be placed in the Capital Improvements Fund and used to offset the city's cost of improvements required as part of the Brutscher to Main project. Said improvements and allocation of these funds is to be approved by the City Council.

ADOPTED by the City Council of the City of Newberg, Oregon, this ____ day of _____, 2000.

Duane R. Cole, City Recorder

ATTEST by the Mayor this ____ day of _____, 2000.

Charles Cox, Mayor

LEASE AGREEMENT

This lease agreement is entered into on the 8th day of March, 1988, by and between the City of Newberg, a municipal corporation of the State of Oregon, 414 E. First Street, Newberg, Oregon 97132, hereinafter referred to as Lessor and Stuart M. Richey and Violet E. Richey, 1301 E. Fulton Street, No. 524, Newberg, Oregon 97132, hereinafter referred to as Lessee.

WHEREAS, the Lessor is the owner of certain real property within the City of Newberg which is adjacent to Villa Road near the intersection of Highway 99W; it is also adjacent to real property owned by the Lessee; it would be to the benefit of both parties if such property was kept in a neat and presentable fashion.

NOW, THEREFORE, the following agreement is entered into between the parties:

1. The Lessor shall lease to the Lessee for a period of 25 years for the cost of \$1.00 the following real property:

A tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at a point that is 4.17 chains (275.56 feet) North and N 65° E 165 feet from the southeast corner of D. D. Deskins Donation Land Claim Number 54 in said County; thence East 10 feet; thence North 104.75 feet to the south line of State Highway 99W; thence southwesterly along the south line of said highway 36.8 feet more or less to the East line of Villa Road; thence S 33° 14' 49" W 23.4' more or less to an angle point on the east line of Villa Road; thence S 22° 17' 24" W 26.49' to the East line of Villa Road; thence southeasterly along the arc of a 325.48 foot radius curve right 49.62 feet (Long Chord bears S 25° 49' 14" E, 49.57'); thence east 24.32 feet to the point of beginning.

Excepting therefrom a 5 foot slope easement along the west side of the above-described property granted to the State of Oregon, Department of Transportation, Highway Division.

2. In consideration for the lease of the property, the Lessee agrees to landscape the property in accordance with Exhibit "A" entitled Option 2, which is attached and by this reference incorporated. Lessee shall have until December 31, 1988, to install landscaping in accordance with Exhibit "A".

3. This lease may be cancelled by sixty (60) days written notice by either party. Said notice shall be sent to the address listed for each party in this document.

However, if said lease is cancelled within five (5) years of the date of this lease, costs for said improvements shall be reimbursed to Lessee if

the Lessor cancels said lease at the rate of 1/5th for each entire year left Lessor shall be liable for reimbursing to Lessee shall not exceed \$1,000.

4. Lessee further agrees to place a sidewalk on the front portion of the adjacent property. Said sidewalk shall be adjacent to Highway 99W and shall be in accordance with City specifications and standards. Said sidewalk shall be installed not later than December 31, 1991, or at such other time as the City has authority to request such sidewalk installation under any other ordinances or resolutions of the City of Newberg.

5. Lessee accepts full responsibility and shall indemnify and defend Lessor from any claims arising for any reason concerning the use of such property while this lease is in full force and effect. Further, the Lessee assumes full responsibility for the maintenance and upkeep of the sidewalk which is adjacent to said property.

IN WITNESS WHEREOF the parties have affixed their signatures.

LESSEE:

LESSOR: The City of Newberg

Stuart M. Richey
Stuart M. Richey

Elvern Hall
Elvern Hall - Mayor
By Authority of Resolution No. 88-1309

Violet E. Richey
Violet E. Richey

STATE OF OREGON)
)ss.
County of Yamhill)

On this 29th day of ~~March~~ ^{FEB}, 1988, personally appeared the above named Stuart M. Richey and Violet E. Richey, and acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Bruce D. Mohr
Notary Public for Oregon
My Commission Expires: 10-8-88

STATE OF OREGON)
)ss.
County of Oregon)

On this 8th day of March, 1988, personally appeared Elvern Hall, Mayor of the City of Newberg, a Municipal corporation of the State of Oregon, and did execute the foregoing instrument on behalf of the City of Newberg indicating that he had full authority to do so.

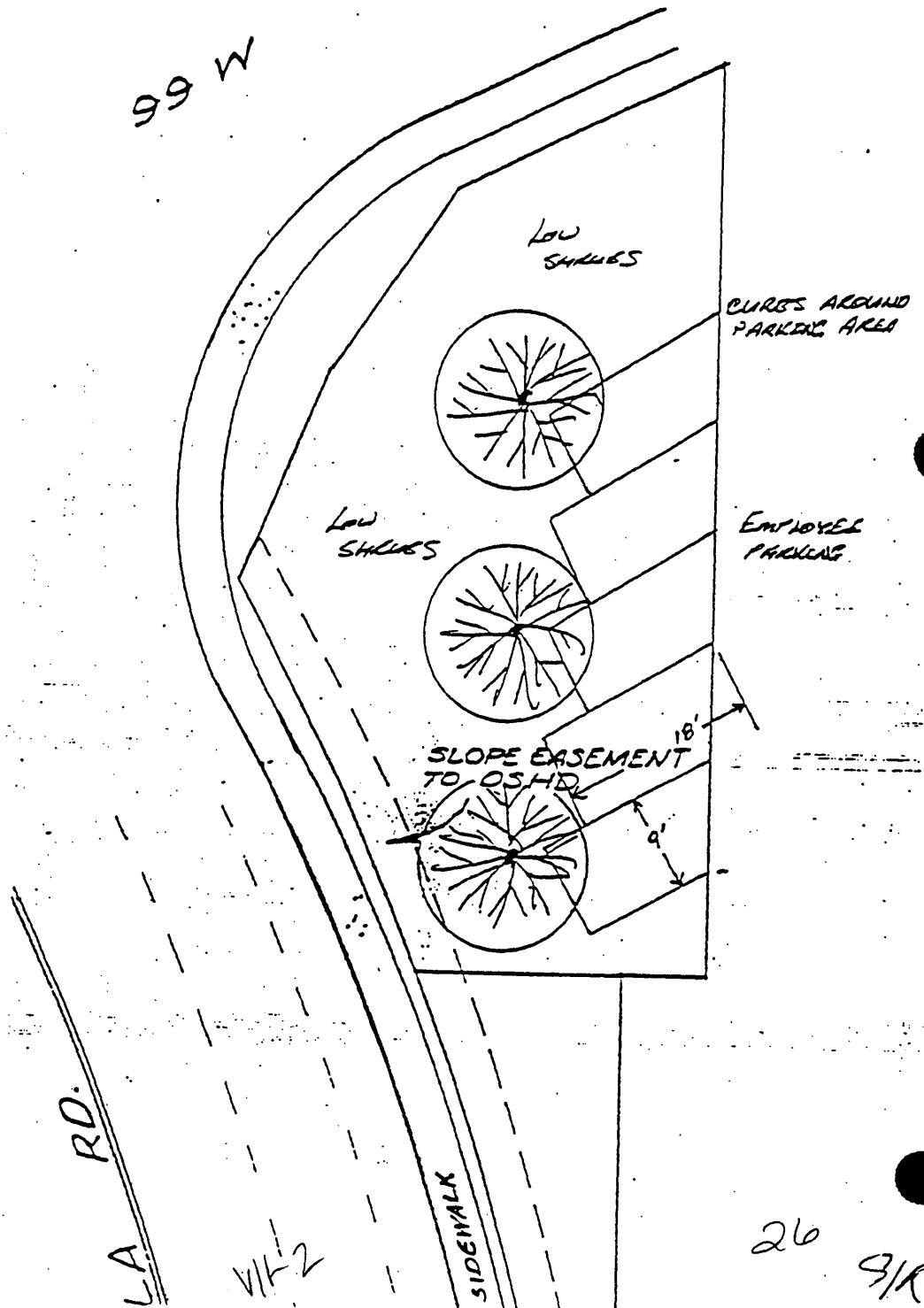
(SEAL)

Bruce D. Mohr
Notary Public for Oregon
My Commission Expires: 10-8-88

EXHIBIT "A"

(APPROX)

PROPOSED LANDSCAPE PLAN
SE CORNER 99W/VILLA ROAD
OPTION 2



TC

WARRANTY DEED

61162-758

CN
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KNOW ALL MEN BY THESE PRESENTS, That MARY LOU BOUDREAU and LUCY BOUDREAU, as tenants in common, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Newberg, Oregon, a municipal corporation

, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

PARCEL 1: Beginning on the East line of the D.D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, at a point 2.66 chains North of the Southeast corner of the said Claim; thence North 65° East, 120 feet to the TRUE place of beginning; thence North 65° East, 45 feet to a point; thence North 3.45 chains to a point in the center of State Highway #99 West; thence South 65° West along the center line of said State Highway to a point North 65° East 22 feet from the East line of said D.D. Deskins Claim, which point is also the Northeasterly corner of land conveyed to John J. Fortune and wife by deed recorded March 10, 1950 in book 156 page 418, Deed Records; thence Southeasterly along the Northeasterly line of said John J. Fortune tract to the TRUE place of beginning.

EXCEPT that portion of the above described premises conveyed to the State of Oregon for highway purposes.

PARCEL 2: The West half of the following described real property: Situate, lying and being in Section 20 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon and particularly described as follows:

Beginning at an iron pipe set North 175.56 feet, North 65°00' East 165.0 feet, South 89°36' East 20.0 feet and North 100.0 feet from the Southeast corner of the D.D. Deskins Donation Land Claim; thence North 109.50 feet to an iron pipe set on the South boundary line of Highway 99 West as now established; thence South 64°03' West, 22.1 feet to an iron pipe; thence South 100.0 feet to a point; thence South 89°36' East 20.0 feet to the point of beginning-----

NOTE: The real property above described has a mobile home permanently affixed to the real property and said mobile home is a 1961 Hensel bearing serial number 5SX114580 and was licensed under Oregon license # X90100 and this deed conveys title to said mobile home notwithstanding a simultaneously

Mary Lou Boudreau & Lucy Boudreau

2926 S.W. Boundary
Portland Oregon 97201

GRANTOR'S NAME AND ADDRESS

City of Newberg
414 E. 1st Street
Newberg Oregon

GRANTEE'S NAME AND ADDRESS

After recording return to:

City of Newberg
414 E. 1st Street
Newberg Oregon 97132

NAME, ADDRESS, ZIP

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

City of Newberg
414 E. 1st St.
Newberg Oregon 97132

NAME, ADDRESS, ZIP

STATE OF OREGON

61162

County of Yamhill

ss.

I certify that the within instrument was received for record on the 14 day of April, 1978, at 3:42 o'clock P.M., and recorded in book 128 on page 758 or as file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

WANDA CATT, COUNTY CLERK

Recording Officer

By

Deputy. 27

executed bill of sale and execution of title.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, save and except those slope easements recorded in F.V. 23 pg. 241 Yamhill County Deed and Mortgage Records

warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 80,000⁰⁰—
However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols : if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this _____ day of _____, 19____, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

x Mary Lou Boudreau
x Lucy Boudreau

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,)
County of Yamhill) ss.
April 14, 1978
Personally appeared the above named Mary Lou Boudreau and Lucy Boudreau

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 11/10/79

STATE OF OREGON, County of _____) ss.
_____, 19____
Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:

Notary Public for Oregon
My commission expires: _____
(OFFICIAL SEAL)

VII-2 28

SCHEDULE A

Amount \$ 80,000.00
Premium \$ 310.00

Date April 14, 1978

3:42 P.M.
At ~~8:30 A.M.~~

INSURED

-----THE CITY OF NEWBERG, OREGON, a municipal corporation -----

The estate or interest referred to herein is, at the date hereof, vested in

-----THE CITY OF NEWBERG, OREGON, a municipal corporation.-----

The land referred to in this policy is described as

-----PARCEL 1: Beginning on the East line of the D.D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, at a point 2.66 chains North of the Southeast corner of said Claim; thence North 65° East, 120 feet to the TRUE place of beginning; thence North 65° East, 45 feet to a point; thence North 3.45 chains to a point in the center of State Highway #99 West; thence South 65° West along the center line of said State Highway to a point North 65° East 22 feet from the East line of said D.D. Deskins Claim, which point is also the Northeasterly corner of land conveyed to John J. Fortune and wife by deed recorded March 10, 1950 in Book 156 Page 418, Deed Records; thence Southeasterly along the Northeasterly line of said John J. Fortune tract to the TRUE place of beginning.

EXCEPT that portion of the above described premises conveyed to the State of Oregon for highway purposes.

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PAGE 2 OF POLICY NO. 36-57-188

SCHEDULE A — Continued

The estate or interest in the land described in this schedule is: a fee

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

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. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records; unpatented mining claims; 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 any other facts which a correct survey would disclose.
5. An improvement located upon the insured property which is described or defined as a mobile home under the provisions of Chapter 481, Oregon Revised Statutes, is subject to registration as therein provided.
6. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux., to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 241, Deed and Mortgage Records. (Affects Parcel 1).
7. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux., to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 241, Deed and Mortgage Records. (Affects Parcel 2). -----

VII-2

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OWNER'S INFLATION PROTECTION INDORSEMENT

ATTACHED TO POLICY NO. 36-57-188

ISSUED BY

Pioneer National Title Insurance Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds the highest Index number for the month of September in any previous year which is subsequent to Date of Policy; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

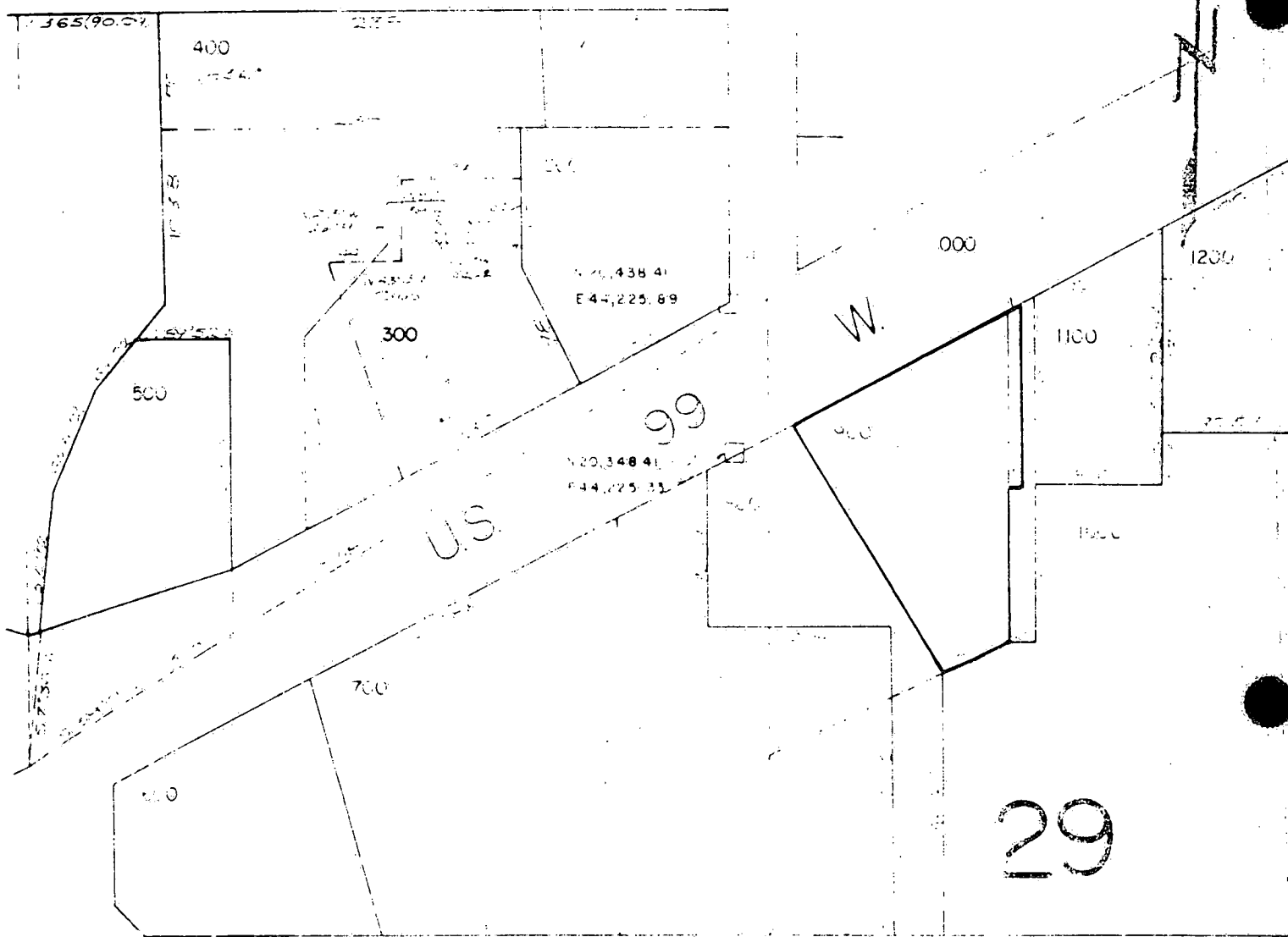
This indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Pioneer National Title Insurance Company

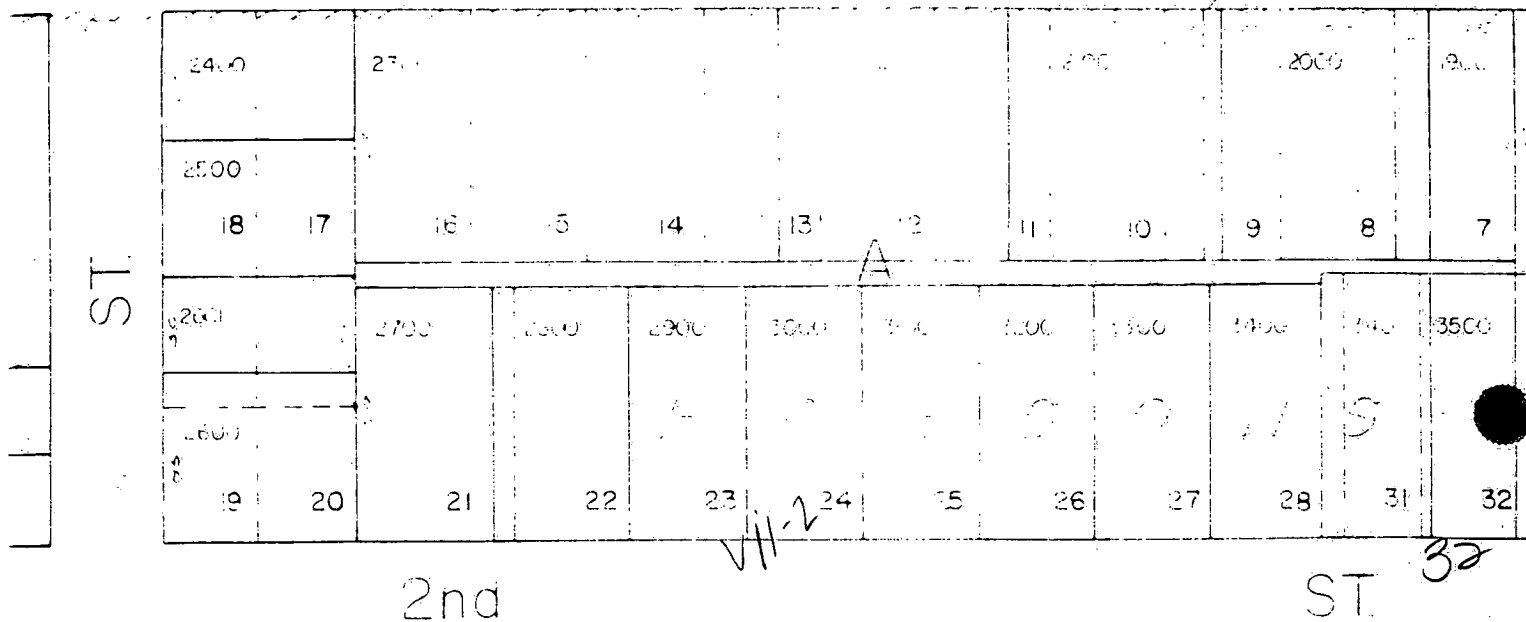
by *John E. Flood, Jr.* PRESIDENT

Attest: *John J. Egan* SECRETARY

This sketch is made for the purpose of bearing in mind the fact that the location of the property is not to be taken as a final location ascertain SEE MAP 2 1701



STATE SECONDARY HIGHWAY



Dear Property Owner:

Oregon Laws require that the levels of assessed values be within 5% of the current market value as reflected by the sales that occurred during the preceding year. An analysis of the 1978 sales indicated that this area is outside that tolerance, and we have been instructed by the Department of Revenue to make adjustments to correct that situation.

We realize that percentage adjustments tend to perpetuate and even increase inequities between properties, but this is the fairest way to comply with the law, considering the limitations of time and personnel.

New applications for Special Assessments as Farm Land or Forest Land must be submitted before April 1st or within 30 days of the date on this notice.

Your next regularly scheduled physical reappraisal of this area should correct any inequalities created by this "blanket adjustment". We thank you for your patience and understanding in this situation.

Phone: 472-9371 Ext 261

Kim Worrell
Kim Worrell,
County Assessor

NOTICE OF CHANGE IN ASSESSED VALUATION

Sent in compliance with ORS 308.280

This notice is sent to advise you of the assessed value that has been placed on the property described hereon for use on the next assessment roll, now being prepared. The preceding year's values are also shown for your convenience. ORS 308.205 and 308.232 state that true cash value is market value as of January 1, and that all property shall be assessed at 100% of true cash value. If this property is designated as Forest Land under ORS 321.605 or receiving the Special Assessment of Unzoned Farm Land (Farm Deferral), the value shown here does not necessarily represent market value.

Date 4/30/79, Assessor, Yamhill County

Name and Address of Owner Description of Property	Assessment Year	Acres	ASSESSED VALUES			Total Value
			Land	Improvements (Buildings)	Timber	
3220BA Newberg, city of 900 414 1/2 First St. 29 Newberg, Or 97132	1978		47,920	22,200		70,120
40/100 ac. in Sec. 20 T 3; R 2 D.D. Deskins D.L.C. X-90100	1979		57,504	24,420		81,924
2032-101						

NOTE: If your estimate of the assessed value of this property disagrees with the total value shown, you should come to the Assessor's Office as soon as possible—NOT LATER THAN MAY 1—to discuss the valuation. Further appeal may be made to the County Board of Equalization by filing with the County Clerk a petition for a hearing not later than the 3rd Monday in May.

Approved: OSHD Staff
EDM:bkb
11-1-85

Misc. Contracts & Agreements
No. 8581

LOCAL AGENCY AGREEMENT
FEDERAL-AID PROJECT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and City of Newberg, acting by and through its Elected Officials, hereinafter referred to as "Agency".

1. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties. This project will be financed with Federal Aid Primary funds with the State providing the necessary match and at no cost to the City.

2. Under such authority, the State and the Agency plan and propose to construct the Villa Road Connection with the Hillsboro-Silverton Highway including grading, paving, signing, and installation of traffic control signals, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project shall be conducted as a part of the Federal Aid Primary Program under Title 23, United State Code, and the Oregon Action Plan.

3. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2.

4. The purpose of this agreement is for maintaining the traffic signal upon completion of the project.

5. Agency shall adopt an ordinance or resolution authorizing its designated city officials to enter into and execute this agreement, and the same shall be attached hereto and become a part thereof.

VII-2

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on January 18, 1984 as a part of the Six Year Highway Improvement Program (page 22).

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the state highway engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

All except SPECIAL PROVISIONS, approved as to legal sufficiency on September 1, 1983 by Jack L. Sollis, Chief Counsel.

APPROVAL RECOMMENDED

By William C. Linder
Region Engineer

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division

By [Signature]
State Highway Engineer

Date 12-19-85

APPROVED AS TO
LEGAL SUFFICIENCY

By [Signature]
City Attorney

City of Newberg,
by and through its Elected Officials

By [Signature]
Mayor

By [Signature]
City Recorder

Date 12/4/85

ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. State shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. State shall, upon award of a construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract. The State shall obtain "Record Samples" at specified intervals for testing in the State Materials Laboratory in Salem.
3. State shall, in conformance with requirements of the Oregon Action Plan, appoint and direct the activities of a Citizen's Advisory Committee and Technical Advisory Committee, conduct any required public hearings and recommend the preferred alternative.
4. Agency shall, upon completion of the project, pay for 100 percent of the power consumed in the annual operation of the signal.
5. State shall, upon completion of the project, maintain the signal.

Misc. Contracts & Agreements

No. 8501

Date: 11-1-85

VII-2

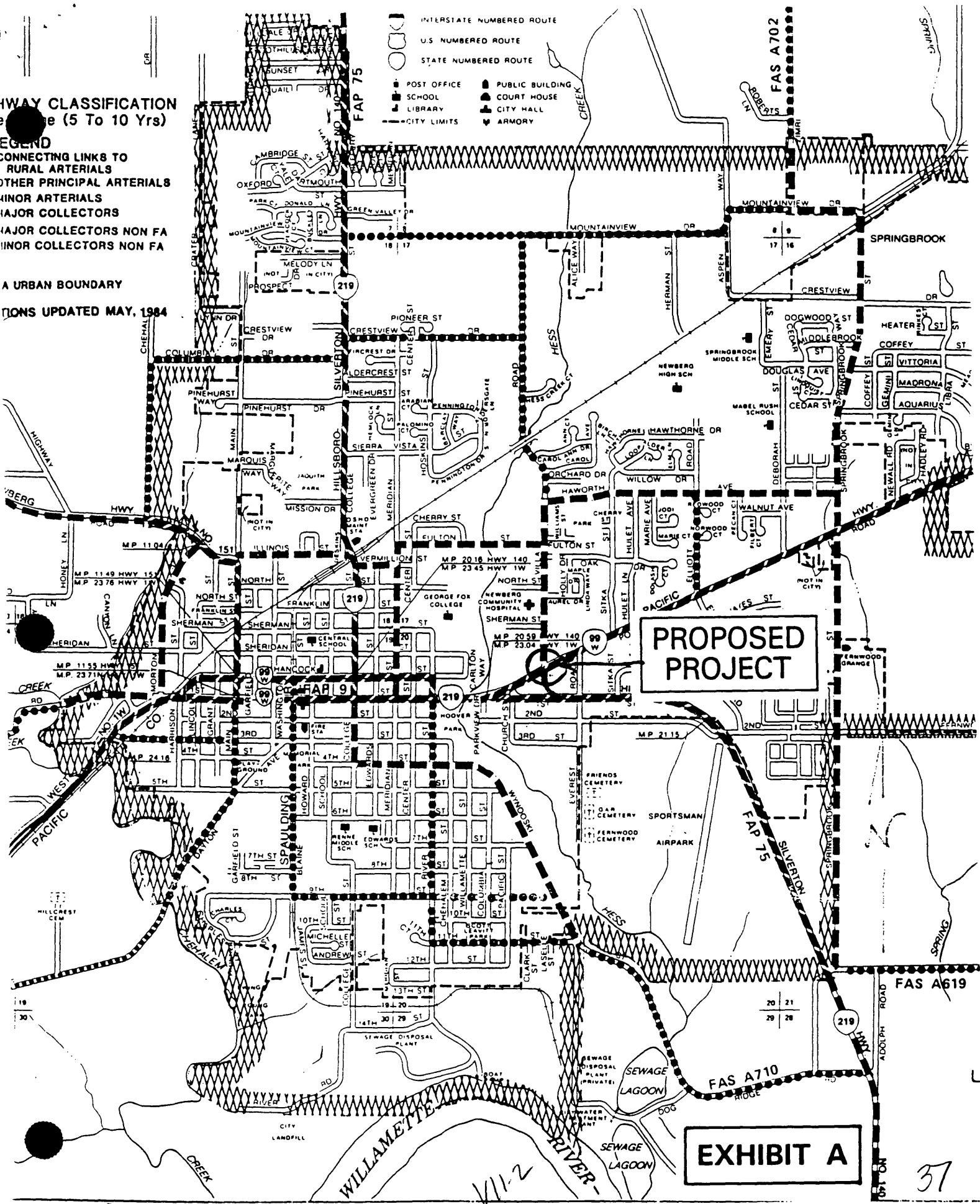
36

HWY CLASSIFICATION
e (5 To 10 Yrs)

LEGEND
CONNECTING LINKS TO
RURAL ARTERIALS
OTHER PRINCIPAL ARTERIALS
MINOR ARTERIALS
MAJOR COLLECTORS
MAJOR COLLECTORS NON FA
MINOR COLLECTORS NON FA

A URBAN BOUNDARY
IONS UPDATED MAY, 1984

- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- POST OFFICE
- SCHOOL
- LIBRARY
- PUBLIC BUILDING
- COURT HOUSE
- CITY HALL
- ARMORY



PROPOSED
PROJECT

EXHIBIT A

RESOLUTION NO. 85-1174

A RESOLUTION AUTHORIZING CERTAIN DESIGNATED CITY OFFICIALS TO ENTER INTO AND EXECUTE THAT CERTAIN "LOCAL AGENCY AGREEMENT FEDERAL AID PROJECT-VILLA ROAD CONNECTION WITH THE HILLSBORO-SILVERTON HIGHWAY-NO. 8581" TO FACILITATE THE VILLA ROAD EXTENSION PROJECT.

WHEREAS, under the authority of ORS 366.770 and 366.775 the State of Oregon, by and through its Department of Transportation, Highway Division, may enter into cooperative agreements with cities regarding the construction and maintenance of state roads and highways; and

WHEREAS, as part of the requirement for the state to construct the Villa Road connection with the Hillsboro-Silverton Highway, it is necessary for the City to sign a certain "Local Agency Agreement Federal Aid Project-Villa Road Connection with the Hillsboro-Silverton Highway-No. 8581" to provide particularly that the City shall, upon completion of the project, pay for 100% of the power consumed in the annual operation of the traffic signal that will be placed as part of the said project; and

WHEREAS, construction of the Villa Road connection with the Hillsboro-Silverton Highway will be of great benefit to the City of Newberg and its citizens.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Newberg, Oregon, as follows:

That the City Council of the City of Newberg, Oregon, hereby authorized the Mayor and Recorder of the City of Newberg to enter into and execute that certain "Local Agency Agreement Federal Aid Project-Villa Road Connection with the Hillsboro-Silverton Highway-No. 8581" a copy of which is attached hereto and incorporated herein at this point by reference, as Exhibit "A".

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of December, 1985.


Arvilla Page - City Recorder

VII-2

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ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS:

PROJECT ADMINISTRATION

1. State is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and the Agency hereby agrees that the State shall have full authority to carry out this administration. If requested by the Agency, the State will further act for the Agency in other matters pertaining to the project. The State and the Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. For all projects the State and the Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the project.

P.E. & CONSTRUCTION ENGINEERING

2. Preliminary and construction engineering may be performed by the State, the Agency or others. If the Agency, or others, perform the engineering, the State will monitor the work for conformance with FHWA rules and regulations. In the event that the Agency elects to engage the services of a consultant to perform any of the work covered by this agreement, no reimbursement shall be made using Federal-Aid funds for any costs incurred by such consultant prior to receiving written authorization from the State to proceed. Any such consultant shall be selected using procedures acceptable to the State and the FHWA, and an agreement prepared describing the work to be performed and the method of payment.

REQUIRED STATEMENT OR USDOT FINANCIAL ASSISTANCE AGREEMENT:

3. If as a condition of assistance the recipient has submitted and the U.S. Department of Transportation has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the U.S. Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future U.S. Department of Transportation financial assistance.

The recipient further agrees to comply with all applicable Civil Rights Laws, Rules and Regulations, including Section 504 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act.

4. The parties hereto agree and understand that they will comply with all applicable statutes and regulations, including but not limited to: Title 6, USC, Civil Rights Act; Title 49 CFR, Part 23; Title 18, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; provisions of 23 CFR 1.11 and FHPM 1-4-5 (23 CFR 140.7); and the Oregon Action Plan.

STATE OBLIGATIONS:

PROGRAM REQUEST

5. State shall submit a program to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. NO WORK SHALL PROCEED UNTIL SUCH APPROVAL HAS BEEN OBTAINED. The program shall include services to be provided by the State, the Agency or others. The State shall notify the Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations, and the Oregon Action Plan.

AUTHORITY FOR SURVEY

6. State shall prepare an Authority for Survey which will itemize the estimate of cost for preliminary engineering services to be provided by the State, the Agency or others, and shall furnish the Agency with a copy of such cost estimate.

FINANCE

7. State shall, in the first instance, pay all reimburseable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner, compile accurate cost accounting records and furnish the Agency with an itemized statement of actual costs to date at the end of each State Fiscal Year. When the actual total cost of the project has been computed, the State shall furnish the Agency with an itemized statement of such final costs.

PROJECT ACTIVITIES

8. State shall, if the work is performed by the Agency or others, review and process or approve all environmental statements, preliminary plans, specifications and cost estimates, prepare the contract and bidding documents, advertise for bid proposals, award all contracts and, upon award of a construction contract, perform all necessary laboratory testing of materials, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project. The actual cost of laboratory testing services provided by the State will be charged to the project construction engineering cost account number (prefix) and will be included in the total cost of the project.

FREE BRIDGE DESIGN

9. State shall, as provided in ORS 366.155(k), prepare plans and specifications for bridges and culverts (structure portion only) at no expense to the counties.

AGENCY OBLIGATIONS:

FINANCE

10. The project applicant will, prior to the commencement of the preliminary engineering and right-of-way acquisition phases, deposit with State its estimated share of each phase.

The applicant's share of construction will be deposited in two parts. The initial deposit will represent 65 percent of the applicant's share, based on the engineer's estimate, and will be requested three weeks prior to opening bid on the project. Upon award of the contract, the balance of the applicant's share will be requested.

Collection of advance deposits amounting to less than \$2,500 for any phase of project (P.E., R/W) will be postponed until collectively the amount exceeds \$2,500 or until the collection of the advance deposit for construction is required.

Pursuant to ORS 366.425, as amended by Chapter 365, Oregon Laws of 1979, the advance deposit may be in the form of 1) check or warrant; 2) irrevocable letter of credit deposited in a local bank in the name of State; and 3) deposit in the Local Government Investment Pool accompanied by an irrevocable limited power of attorney.

11. Agency shall present properly certified bills for 100 percent of actual costs incurred by the Agency on behalf of the project directly to the State Liaison Person for review and approval. Such bills shall be in a form acceptable to the State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date. All billings received from the Agency must be approved by the State Liaison Person prior to presentation to the Highway Division Accounting Office for payment. The Agency's actual costs eligible for federal-aid participation shall be those allowable under the provisions of 23 CFR 1.11 and FHPM 1-4-5 (23 CFR 140.7).

12. The cost records and accounts pertaining to the work covered by this agreement are to be kept available for inspection by representatives of the State and the FHWA for a period of three (3) years following the date of final payment. Copies of such records and accounts shall be made available upon request.

PROJECT CANCELLATION

13. Agency agrees that should the project be cancelled or terminated for any reason prior to its completion, the Agency shall reimburse the State for any costs that have been incurred by the State on behalf of the project.

DELAYED STARTING DATE

14. In the event that right-of-way acquisition, or actual construction of the facility for which this preliminary engineering is under-

taken is not started by the close of the FIFTH FISCAL YEAR following the fiscal year in which this agreement is executed, the State may request reimbursement of the sum or sums of Federal-Aid funds disbursed to the Agency under the terms of this agreement.

RIGHT OF WAY

15. Agency shall be responsible for acquisition of the necessary right-of-way and easements for construction and maintenance of the project. The State shall review all right-of-way activities engaged in by the Agency to assure compliance with applicable laws and regulations. The Agency may request the State to perform the acquisition functions, subject to execution of a Right-of-Way Services Agreement. If any real property purchased with federal-aid participation is no longer needed for right-of-way, or other public purposes, the disposition of such property shall be subject to applicable rules and regulations which are in effect at the time of disposition. Reimbursement to the State of the required proportionate share of the fair market value may be required.

UTILITIES

16. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes and such other facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal-aid participation under the Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 4, shall be included in the total project costs and participation; all other utility relocations shall be at the sole expense of the Agency, or others. The State will arrange for utility adjustments in areas lying within jurisdiction of the State and, if the State is performing the preliminary engineering, the Agency may request the State to arrange for utility adjustments lying within Agency jurisdiction, acting on behalf of the Agency.

Agency shall, five weeks prior to the opening of construction bid proposals, furnish the State with an estimate of cost for eligible reimbursable utility relocations, based on the plans for the project. The Agency shall notify the State Liaison Person prior to proceeding with any utility relocation work in order that the work may be properly coordinated into the project and receive the proper authorization.

CONSTRUCTION

17. Construction plans shall be in conformance with standard practices of the State for plans prepared by its own staff, and shall be developed in accordance with the design standards published by AASHTO which pertain to the type of facility proposed. The latest design standards adopted by AASHTO shall govern the design of highway bridges and related structures. All specifications for the project shall be in substantial compliance with the "Oregon Standard Specifications for Highway Construction".

GRADE CHANGE LIABILITY

18. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by the State shall not subject the State to liability under ORS 105.760 for change of grade.

CONTRACTOR CLAIMS

19. Agency shall provide legal defense against all claims brought by the contractor, or others, resulting from the Agency's failure to comply with the terms of this agreement.

MAINTENANCE RESPONSIBILITIES

20. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to the State and the FHWA.

R. C. Ehler
F 124-2147

Church of the Nazarene
18-734
58-348
141-1984

"V" 0+362.223 - PJ.
N. 84 582.8770
E. 307 185

Note: Property lines represent actual lines of occupation

"F" 25+078.888 P.S.

S.M. & V.E. Richey, Trustees
F 255-1488

1059 m² ± . LT
E. S. & K. Alacano
F 95-1257

"F"
R = 1165 m C.L.
 $T\Delta = 4^{\circ}09'00''$
 $T_s = 74.714$ m
2 - 65 m Spir
S = $1^{\circ}35'54''$

$R = 87.319 \text{ m C.R.}$
 $\Delta = 30^{\circ}10'57''$
 $V'' = 23.546 \text{ m}$
 $V'' 0+384$
 $V'' 0+33$
 1.28

"F" 254163.272 P.C.S.

"F" 25+143.888

S. 66°02'40" W.

008

PERMIT OF ENTRY

File: 6468014
Name: City of Newberg
Section: Everest St-Main St (Newberg)
Highway: Pacific Highway West
County: Yamhill
FAP#:

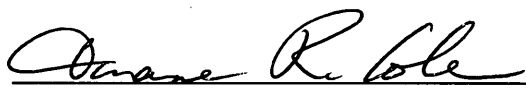
In order to proceed with a highway project, the undersigned grant(s) to the State of Oregon, by and through its Department of Transportation, its employees, agents, or contractors, the right to enter upon real property described in the attached Exhibit "A" (note area shaded in green); and the right to enter upon remaining property to perform work beneficial to the property.

THE UNDERSIGNED WILL BE SENT NOTICE OF THE DATE THE STATE PLANS TO ENTER UPON THE PROPERTY AND TAKE POSSESSION. Until that date all rights and responsibilities of ownership remain with the owner.

Public Law 91-646, Section 301(4) and ORS 281.060 provide, "No owner shall be required to surrender possession of real property before the State pays the agreed purchase price, or deposits with the court ... for the benefit of the owner, an amount not less than the agency's approved appraisal of the fair market value of such property"

The undersigned understands that by signing this permit the right of payment prior to possession is waived.

It is understood this permit of entry will not jeopardize any rights in negotiating a settlement, or any legal proceedings instituted by State.



City Manager, City of Newberg

Dated this 7/11/2000.

EXHIBIT A

FILE 6468014

Everest St. – Main St. (Newberg) Sec.
Pacific Highway West
Yamhill County
Drg. No. 10B-11-4
Throughway
RDS 3/15/2000

City of Newberg
Parcels 1 and 2

PARCEL 1 - Fee

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 11.250 meters Southeasterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+074.498 on said center line; thence Southwesterly in a straight line to a point opposite and 12.916 meters Southeasterly of Engineer's Station "F" 25+109.098 on said center line; thence Southwesterly in a straight line to a point opposite and 15.150 meters Northeasterly of Engineer's Station "V" 0+343.835 on the "V" center line of relocated Villa Road; thence Southeasterly parallel with said last mentioned center line to Engineer's Station "V" 0+384.675.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

Beginning at Engineer's "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53'

(Continued on Page 2)

40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

The "V" center line of relocated Villa Road referred to herein is described as follows:

Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

Bearings are based on County Survey No. CS # 10493, dated October, 1995, Yamhill County, Oregon.

The parcel of land to which this description applies contains 254 square meters, more or less.

Parcel 2 - Permanent Easement for Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities.

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 14.250 meters Southeasterly of Engineer's Station "F" 25+078.888 on the "F" center line of the relocated Pacific Highway West;

(Continued on Page 3)

thence Southwesterly in a straight line to a point opposite and 16 meters Southeasterly of Engineer's Station "F" 25+105 on said center line; thence Southwesterly in a straight line to a point opposite and 22.515 meters Northeasterly of Engineer's Station "V" 0+341.636 on the "V" center line of relocated Villa Road; thence Southerly in a straight line to a point opposite and 20 meters Easterly of Engineer's Station "V" 0+360 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 18.500 meters Easterly of Engineer's Station "V" 0+370 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 17.650 meters Easterly of Engineer's Station "V" 0+384.675 on said last mentioned center line.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 178 square meters, more or less.

NOTE: Parcel 1 - Access Controlled by Permit.
Prior files RW3297, 34059 and 54291.
Outside Area: 116 square meters, more or less, remainder.
This parcel lies within Lot 1 of Section 20, Township 3 South, Range 2
West, W. M., Yamhill County, Oregon.

This property description is written using the metric system.

1+000.000 Station = 1000 meters = 3,280.84 feet

1 meter = 3.2808 feet

100 meters = 328.08 feet

1 square meter = 10.7639 square feet

1 hectare = 2.47105 acres

Parcel 1 - 254 square meters = 2,734 square feet, more or less.

Parcel 2 - 178 square meters = 1,916 square feet, more or less.

Outside Area: 116 square meters = 1,249 square feet,
more or less.

Fd. N.E. Cor. D.L.C. No. 55
(10-09-00)
Brass Disk Marks

7086 m²±, Rem.
Church of the Nazarene
18-734
58-348
141-1984

107

"V" 0+362.223 P.I.
N. 84 582.8770
E. 307 185.9950

Note: Property lines represent
actual lines of occupation

"F" 25+078.888 P.S.

S.M. & V.E. Richey, Trustees
F 255-1488

1059 m²±, LT.
E.S. & K. Alacano
F 95-1257

+074.498

850 m²±, LT.
+343.835
+341.636
+105

and Communication Facilities
② 86 m²±

14.250 m

013

"V" 0+304.964 P.T.
0+300

0+400

Perm. Easement -
Water, Gas, Electric and
Sign

Easement - Slopes
+384.675
+2.500 m
+370
+118.246
+360

0+401

0+399

0+401

0+399

0+401

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S. 1°57'38" W.
VILLA ROAD

"F" 25+143.888 P.S.C.

E. 1°61'18.82" S

Perm. Easement -
Slopes, Water, Gas, Electric and
Communication Facilities

+151.435
+156.385
+155.836
+337.933
+336.94

15.724 m

13.250 m

RECORDER RECEIPT

57880

Newberg, Oregon August 1, 192000

RECEIVED FROM ODOT

DOLLARS \$ 55,700.00

FOR Villa + 99W

Acct. No.

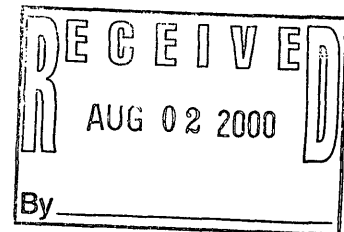
Amount

4-364

\$55,700

CITY OF NEWBERG

By [Signature]



BATCH DATE	BATCH TYPE	NUMBER	FISCAL YEAR	REMITTANCE ADVICE		
07/27/00	G	GC4	01	WSNE 503-986-3652	CHECK NO = 00859909	
INVOICE DATE	INVOICE NO. OR DESCRIPTION	NET AMOUNT	INVOICE DATE	INVOICE NO. OR DESCRIPTION	NET AMOUNT	
07/27/00	6468014 SEC 20, T3S, R2W, YAMHILL COUNTY	55,700.00				
4-364 Proj 04-5150.702132 Hancock lights						

IF YOU HAVE QUESTIONS ABOUT THIS CHECK, CALL (503) 986-3652

TOTAL PAYMENT

\$55,700.00



Oregon Department of Transportation
FINANCIAL SERVICES
355 CAPITOL ST NE ROOM 434
SALEM OREGON 97301-3872
503-986-3900



ODOT

TO THE
STATE TREASURER
SALEM OREGON

96-10
1232

CHECK NUMBER	DATE	DATE	BATCH	TYPE	PAY	DOLLAR	AMOUNT
00859909	07/27/00	07/27/00	G	GC4	*****	55,700.00	\$55,700.00

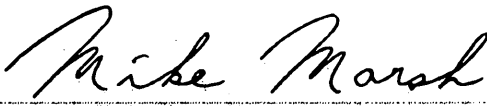
ACCOUNT 73105

VOID AFTER 2 YEARS FROM DATE OF ISSUE

FORM ODVCK1-4 (6/99)

PAY TO THE
ORDER OF

 NEWBERG, CITY OF
 414 E FIRST ST
 NEWBERG OR 97132


 AUTHORIZED SIGNATURE

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND. EXPLANATION OF ADDITIONAL SECURITY FEATURES INDICATED ON REVERSE SIDE.

⑈00859909⑈ ⑆123200101⑆ 73105⑈

⑈00859909⑈ ⑆123200101⑆ 73105⑈

WARRANTY DEED

CITY OF NEWBERG, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$ 55,700 does convey unto the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, fee title to the following described property:

PARCEL 1 - Fee

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 11.250 meters Southeasterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+074.498 on said center line; thence Southwesterly in a straight line to a point opposite and 12.916 meters Southeasterly of Engineer's Station "F" 25+109.098 on said center line; thence Southwesterly in a straight line to a point opposite and 15.150 meters Northeasterly of Engineer's Station "V" 0+343.835 on the "V" center line of relocated Villa Road; thence Southeasterly parallel with said last mentioned center line to Engineer's Station "V" 0+384.675.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

Beginning at Engineer's "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

7-11-00

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871

Account No.: R3220BA-00900 & R3220BA 01000

Property Address: _____

The "V" center line of relocated Villa Road referred to herein is described as follows:

Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

Bearings are based on County Survey No. CS # 10493, dated October, 1995, Yamhill County, Oregon.

The parcel of land to which this description applies contains 254 square meters, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, and to relocate, construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefor, upon, over, under, and across the following described property:

Parcel 2 - Permanent Easement for Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 14.250 meters Southeasterly of Engineer's Station "F" 25+078.888 on the "F" center line of the relocated Pacific Highway West; thence Southwesterly in a straight line to a point opposite and 16 meters Southeasterly of Engineer's Station "F" 25+105 on said center line; thence Southwesterly in a straight line to a point opposite and 22.515 meters Northeasterly of Engineer's Station "V" 0+341.636 on the "V" center line of relocated Villa Road; thence Southerly in a straight line to a point opposite and 20 meters Easterly of Engineer's Station "V" 0+360 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 18.500 meters Easterly of Engineer's Station "V" 0+370 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 17.650 meters Easterly of Engineer's Station "V" 0+384.675 on said last mentioned center line.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 178 square meters, more or less.

IT IS UNDERSTOOD that the easement herein granted does not convey any right, or interest in the above-described Parcel 2, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided,

however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted herein above.

IT IS ALSO UNDERSTOOD that this easement shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owner of any facilities being relocated.

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement area without the written consent of Grantee.

IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantee for the maintenance of said utilities.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of all the above-described property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the property herein conveyed and the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 13th day of July, 20 00.

APPROVED AS TO FORM:

By [Signature]

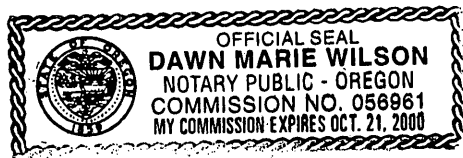
CITY OF NEWBERG

By [Signature]
Duane R. Cole, City Manager

Approved By Resolution No. 2000-2244 on June 5th, 2000.

STATE OF OREGON, County of Yamhill

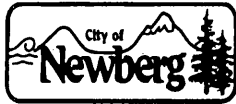
Dated July 13, 20 00. Personally appeared Duane R. Cole, who, being sworn, stated that he is the City Manager of the City of Newberg, Oregon, a municipal corporation, and that this instrument was voluntarily signed in behalf of said municipal corporation by authority of its Resolution 2000-2244, passed by the Council of said City on this 5th day of June, 2000.



[Signature]
Notary Public for Oregon

My Commission expires 10/21/00

Accepted on behalf of the Oregon Department of Transportation



RESOLUTION No. 2000-2244

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
COMPLETE THE SALE OF PROPERTY AT THE SOUTH EAST
CORNER OF VILLA ROAD AND HIGHWAY 99W FOR THE STATE
HIGHWAY IMPROVEMENTS.**

RECITALS:

1. The State of Oregon Department of Transportation has notified the City that they intend to purchase property on the south east corner of 99W at Villa Road.
2. This property will be needed to provide sufficient travel lane width, turning radius, sidewalk and a utility easement for the street project.
3. The State of Oregon has appraised the property and plans to purchase 5,899 square feet which includes land valued at \$52,249 and improvements of \$3,447.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager is authorized to cancel the lease of the property by providing a sixty (60) day notice pursuant to the lease agreement.
2. The City Manager is hereby authorized to complete the sale of the property and receive, on behalf of the City of Newberg, compensation from the State based on the agreed upon value of approximately Fifty-six Thousand Dollars (\$56,000.00). Further, the City Manager, on behalf of the City, is authorized and delegated the authority to execute all necessary agreements, deeds, and documents subject to approval of the form and content by the City Attorney.
3. Compensation from this property shall be placed in the Capital Improvements Fund and used to offset the city's cost of improvements required as part of the Brutscher to Main project. Said improvements and allocation of these funds is to be approved by the City Council.

ADOPTED by the City Council of the City of Newberg, Oregon, this 19th day of June, 2000.

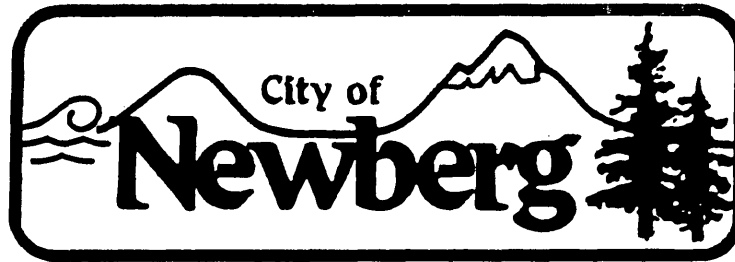

Duane R. Cole, City Recorder

ATTEST by the Mayor this 22 day of June, 2000.


Charles Cox, Mayor

City Attorney
(503) 537-1206

City Manager
(503) 538-9421



115 South Howard Street
PO Box 970
Newberg, Oregon 97132

July 14, 2000

Stuart & Violet Richey
1301 East Fulton Street
#524
Newberg, OR 97132
(503) 537-2315

Dear Stuart & Violet:

Re: Lease of Property Located at the Corner of Villa Road and 99W

The City of Newberg is giving you notice of cancellation of the Lease entered into on March 8, 1988, concerning the property at the corner of Villa Road and 99W. The Lease provides that either party may cancel the Lease with 60 days written notice.

The City would like to thank you for your improvements and maintenance of that piece of property during the term of this Lease. The City has also asked the State to consider continuing the Lease, but the State is unwilling to do this. The City has also asked the State to contact you concerning maintenance and upkeep of the property pending the construction. It is my understanding that the State would like to take possession of the property in October of this year.

In accordance with Section 5, this Lease would expire 60 days from the date of the date of this letter which would be September 12, 2000. If there are any questions, please do not hesitate to contact me.

Mike Soderquist, Community Development Director, is the contact person for the State on this highway project. He had the discussion with a State Representative about continuation of the Lease and maintenance of the property pending the highway improvement. Please feel free to contact Mike if you have any questions about this. He can be reached at (503) 537-1282.

Very truly yours,

A handwritten signature in black ink, appearing to read "Terrence D. Mahr", with a long horizontal flourish extending to the right.

Terrence D. Mahr
City Attorney

TDM:dmw

pc: Mike Soderquist, Community Dev. Director.

G:\Common\Memos2000\Stuart Richey0700.wpd

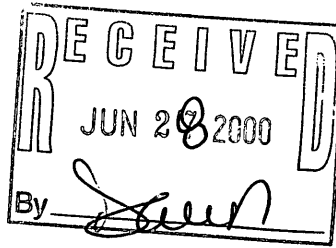
CITY ATTORNEY'S OFFICE: e-mail: nlegal@ci.newberg.or.us Fax: 537-1277

Building: 537-1240 • Community Development: 537-1240 • Finance: 537-1201 • Fire: 537-1230
Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1233 • Utilities: 537-1205
Municipal Court Fax: 537-1277 • Community Development Fax: 537-1272 • Library Fax: 538-9720

"Working Together For A Better Community - Serious About Service"

interoffice

MEMORANDUM



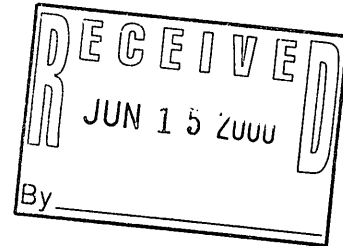
to: John Raineri

cc:

from: Terrence D. Mahr

re: Legal Description for the southeast corner of Villa Road and Highway 99W for State Highway improvements.

date: June 15, 2000



When you have a chance, would you mind checking the legal description and make sure that everything is where it's suppose to be on the attached property?

Thanks!!

OK
DJ 6/28

from the desk of...

Terrence D. Mahr

City Attorney

City of Newberg

115 South Howard Street, PO Box 970

Newberg, OR 97132

503-537-1248

Fax: 503-537-1277

e-mail: nlegal@ci.newberg.or.us



Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Region 1 Right of Way
123 NW Flanders
Portland, OR 97209
Phone: 731-8400
FAX: 731-8458

May 1, 2000

FILE CODE:

City of Newberg
C/o Dwayne Cole, City Manager
414 E. First Street
Newberg, OR. 97132

File No.: 6468014
Section: Everest St-Main St (Newberg)
Highway: Pacific Highway West
County: Yamhill
FAP#: N/A

You own property needed for improvement of the above highway. This property is described on the legal document that accompanies this letter. A determination of just compensation for the needed portion of your property has been made by a qualified Appraiser, based on market information. This is the amount outlined in the attached "Acquisition Summary Statement". This offer is also accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a minimum 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. Your decision to accept or reject may be made at any time prior to expiration of the 40 day period if you choose. The 40-day provision does not apply when an emergency has been declared by the road authority.

The legal document and enclosed agreements, if any, covers the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The legal document must be notarized. Return these signed forms to this office. After the Right of Way Manager accepts the legal document and related agreements, you will receive notification of that acceptance and payment will follow.

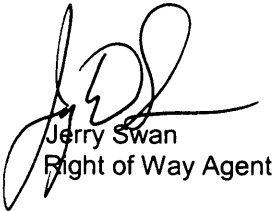
The State will pay recording costs, title insurance premiums and all other normal costs of sale. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

Thank you for your cooperation and time. If you have any questions, please call me at: (503)731-8443.



Jerry Swan
Right of Way Agent



File: 6468014
Name: City of Newberg
Date: May 1, 2000

ACQUISITION SUMMARY STATEMENT

*Land and **Improvements	<u>\$55,700.00</u>
Damages	<u>\$0.00</u>
Other None	<u>\$0.00</u>
TOTAL JUST COMPENSATION	<u>\$55,700.00</u>

*** PROPERTY RIGHTS TO BE ACQUIRED:**

1	Fee	2,734.03 Sq. Ft. (254.00 Sq. Meters)
2	Permanent Easement	1,915.97 Sq. Ft. (178.00 Sq. Meters)

**** IMPROVEMENTS IN ACQUISITION AREA:**

Paving and landscaping.

NOTICE TO VACATE:

Written notice to vacate will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION SHOWN ABOVE:

None

APPRAISAL INFORMATION:

Appraisal//Valuation by: George Donnerber

Date of Valuation: 2 December 1999

Value: \$55,700

Date Written: 11 April 2000

**RELOCATION
BENEFIT SUMMARY
NON-RESIDENTIAL OCCUPANTS**

FILE NO. 6468014	NAME City of Newberg
FAP No. N/A	DATE 1 May 2000

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person***, for additional information concerning this assistance.

- ☐ **RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
- ☐ **SEARCH EXPENSES** in locating a new site, not to exceed \$1,000. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
- ☐ **ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
- ☐ **MOVING COST - BASED ON ESTIMATES:** a payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
- ☐ **COMMERCIAL MOVE COST:** a payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
- ☐ **REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$10,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
- ☐ **FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$20,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
- ☒ **YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
- ☒ **RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 90 days of this notification.

WARRANTY DEED

CITY OF NEWBERG, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$_55,700___ does convey unto the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, fee title to the following described property:

PARCEL 1 - Fee

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 11.250 meters Southeasterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+074.498 on said center line; thence Southwesterly in a straight line to a point opposite and 12.916 meters Southeasterly of Engineer's Station "F" 25+109.098 on said center line; thence Southwesterly in a straight line to a point opposite and 15.150 meters Northeasterly of Engineer's Station "V" 0+343.835 on the "V" center line of relocated Villa Road; thence Southeasterly parallel with said last mentioned center line to Engineer's Station "V" 0+384.675.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

Beginning at Engineer's "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

5-1-00

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871

Account No.: R3220BA-00900 & R3220BA 01000

Property Address: _____

The "V" center line of relocated Villa Road referred to herein is described as follows:

Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

Bearings are based on County Survey No. CS # 10493, dated October, 1995, Yamhill County, Oregon.

The parcel of land to which this description applies contains 254 square meters, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, and to relocate, construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefor, upon, over, under, and across the following described property:

Parcel 2 - Permanent Easement for Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities.

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 14.250 meters Southeasterly of Engineer's Station "F" 25+078.888 on the "F" center line of the relocated Pacific Highway West; thence Southwesterly in a straight line to a point opposite and 16 meters Southeasterly of Engineer's Station "F" 25+105 on said center line; thence Southwesterly in a straight line to a point opposite and 22.515 meters Northeasterly of Engineer's Station "V" 0+341.636 on the "V" center line of relocated Villa Road; thence Southerly in a straight line to a point opposite and 20 meters Easterly of Engineer's Station "V" 0+360 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 18.500 meters Easterly of Engineer's Station "V" 0+370 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 17.650 meters Easterly of Engineer's Station "V" 0+384.675 on said last mentioned center line.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 178 square meters, more or less.

IT IS UNDERSTOOD that the easement herein granted does not convey any right, or interest in the above-described Parcel 2, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided,

however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted herein above.

IT IS ALSO UNDERSTOOD that this easement shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owner of any facilities being relocated.

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement area without the written consent of Grantee.

IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantee for the maintenance of said utilities.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of all the above-described property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the property herein conveyed and the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this _____ day of _____, 20_____.

APPROVED AS TO FORM:

CITY OF NEWBERG

By _____

By _____
Mayor

By _____
Auditor

STATE OF OREGON, County of Yamhill

Dated _____, 20_____. Personally appeared _____ and _____, who, being sworn, stated that they are the Mayor and Auditor of the City of Newberg, Oregon, a municipal corporation, and that this instrument was voluntarily signed in behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on this _____ day of _____, 20_____.

Notary Public for Oregon

My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: June 5, 2000

Ordinance ____ Resolution XX Motion ____ Information ____
No. No. 2000-2244

Date Submitted: May 23, 2000

SUBJECT: A Resolution authorizing the City Manager to complete the sale of property at the south east corner of Villa road and Highway 99W for the State Highway Improvements.

Contact Person (Preparer) for this Resolution:

Duane Cole, City Manager

Dept.: Administration

File No.: G:\Common\TR\BRMN\Rcapk800.wpd

RECOMMENDATION:

Adopt Resolution No. 2000-2244 authorizing the City Manager to complete the sale of property at the south east corner of Villa road and Highway 99W for the State Highway Improvements.

BACKGROUND: This property was originally purchased in 1978 to provide right-of-way for the construction of Villa Road between the old State Highway 219 and Highway 99W. After the road right-of-way was identified, the remainder piece continued to be owned by the City. Arctic Circle drive-in property owners at the time agreed to landscape and pave a parking lot on the property. This may have been a condition of their approval to locate on the site. The lease agreement provides that the cost of the improvements was only reimbursable for a period of five (5) years. The lease provides for a sixty (60) day notice to cancel.

The City has been in contact with the lessors over the years. The relationship has been amicable and, based on the state's need for the right-of-way, it is time to give the property owners notice and sell the property to ODOT for the highway project.

There may be a concern by the Arctic Circle owners that loss of the property will place them in non-compliance with the parking requirements in the Newberg Development Code. This does not mean, however, that the business must comply immediately. Compliance will, however, be required at such time that the property is re-developed. This may be soon since there has been interest from some of the larger chain stores in this corner property at Newberg's second most busy intersection.

The Resolution authorizes the City Manager to give the sixty (60) day notice as provided in the

V11-2

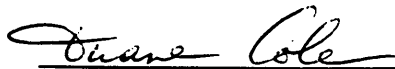
21

lease agreement, sell the property on the behalf of the city to ODOT, and place the funds in the Capital Improvement Fund to be used for the city's share of the Brutscher to Main project costs.

FISCAL IMPACT: The fiscal impact is that the City will receive approximately \$56,000 which the Manager is proposing to place toward the City's share of the Brutscher to Main project. The funds will be placed in the Capital Improvements Fund until the specific project is identified. Council will approve the use of the funds when that is determined.

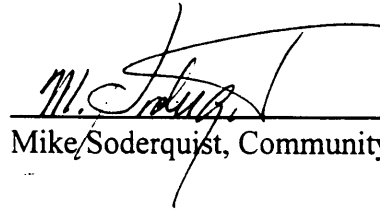
STRATEGIC ASSESSMENT: Transportation improvement projects are a high priority for improving the Newberg community. This land sale will help widen Newberg's second most busy intersection and provide needed funds to assist with the City share of the cost of the project.

SUBMITTED BY:



Duane Cole, City Manager

CONCURRENCE:



Mike Soderquist, Community Dev. Dir.



RESOLUTION No. 2000-2244

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
COMPLETE THE SALE OF PROPERTY AT THE SOUTH EAST
CORNER OF VILLA ROAD AND HIGHWAY 99W FOR THE STATE
HIGHWAY IMPROVEMENTS.**

RECITALS:

1. The State of Oregon Department of Transportation has notified the City that they intend to purchase property on the south east corner of 99W at Villa Road.
2. This property will be needed to provide sufficient travel lane width, turning radius, sidewalk and a utility easement for the street project.
3. The State of Oregon has appraised the property and plans to purchase 5,899 square feet which includes land valued at \$52,249 and improvements of \$3,447.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager is authorized to cancel the lease of the property by providing a sixty (60) day notice pursuant to the lease agreement.
2. The City Manager is hereby authorized to complete the sale of the property and receive, on behalf of the City of Newberg, compensation from the State based on the agreed upon value of approximately Fifty-six Thousand Dollars (\$56,000.00). Further, the City Manager, on behalf of the City, is authorized and delegated the authority to execute all necessary agreements, deeds, and documents subject to approval of the form and content by the City Attorney.
3. Compensation from this property shall be placed in the Capital Improvements Fund and used to offset the city's cost of improvements required as part of the Brutscher to Main project. Said improvements and allocation of these funds is to be approved by the City Council.

ADOPTED by the City Council of the City of Newberg, Oregon, this ____ day of _____, 2000.

Duane R. Cole, City Recorder

ATTEST by the Mayor this ____ day of _____, 2000.

Charles Cox, Mayor

LEASE AGREEMENT

This lease agreement is entered into on the 8th day of March, 1988, by and between the City of Newberg, a municipal corporation of the State of Oregon, 414 E. First Street, Newberg, Oregon 97132, hereinafter referred to as Lessor and Stuart M. Richey and Violet E. Richey, 1301 E. Fulton Street, No. 524, Newberg, Oregon 97132, hereinafter referred to as Lessee.

WHEREAS, the Lessor is the owner of certain real property within the City of Newberg which is adjacent to Villa Road near the intersection of Highway 99W; it is also adjacent to real property owned by the Lessee; it would be to the benefit of both parties if such property was kept in a neat and presentable fashion.

NOW, THEREFORE, the following agreement is entered into between the parties:

1. The Lessor shall lease to the Lessee for a period of 25 years for the cost of \$1.00 the following real property:

A tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at a point that is 4.17 chains (275.56 feet) North and N 65° E 165 feet from the southeast corner of D. D. Deskins Donation Land Claim Number 54 in said County; thence East 10 feet; thence North 104.75 feet to the south line of State Highway 99W; thence southwesterly along the south line of said highway 36.8 feet more or less to the East line of Villa Road; thence S 33° 14' 49" W 23.4' more or less to an angle point on the east line of Villa Road; thence S 22° 17' 24" W 26.49' to the East line of Villa Road; thence southeasterly along the arc of a 325.48 foot radius curve right 49.62 feet (Long Chord bears S 25° 49' 14" E, 49.57'); thence east 24.32 feet to the point of beginning.

Excepting therefrom a 5 foot slope easement along the west side of the above-described property granted to the State of Oregon, Department of Transportation, Highway Division.

2. In consideration for the lease of the property, the Lessee agrees to landscape the property in accordance with Exhibit "A" entitled Option 2, which is attached and by this reference incorporated. Lessee shall have until December 31, 1988, to install landscaping in accordance with Exhibit "A".

3. This lease may be cancelled by sixty (60) days written notice by either party. Said notice shall be sent to the address listed for each party in this document.

However, if said lease is cancelled within five (5) years of the date of this lease, costs for said improvements shall be reimbursed to Lessee if

the Lessor cancels said lease at the rate of 1/5th for each entire year left Lessor shall be liable for reimbursing to Lessee shall not exceed \$1,000.

4. Lessee further agrees to place a sidewalk on the front portion of the adjacent property. Said sidewalk shall be adjacent to Highway 99W and shall be in accordance with City specifications and standards. Said sidewalk shall be installed not later than December 31, 1991, or at such other time as the City has authority to request such sidewalk installation under any other ordinances or resolutions of the City of Newberg.

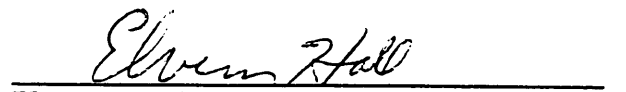
5. Lessee accepts full responsibility and shall indemnify and defend Lessor from any claims arising for any reason concerning the use of such property while this lease is in full force and effect. Further, the Lessee assumes full responsibility for the maintenance and upkeep of the sidewalk which is adjacent to said property.

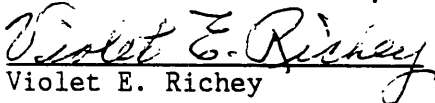
IN WITNESS WHEREOF the parties have affixed their signatures.

LESSEE:

LESSOR: The City of Newberg


Stuart M. Richey

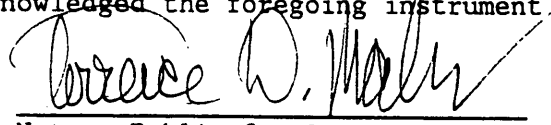

Elvern Hall - Mayor
By Authority of Resolution No. 88-1309


Violet E. Richey

STATE OF OREGON)
)ss.
County of Yamhill)

On this 29th day of ~~March~~ ^{Feb}, 1988, personally appeared the above named Stuart M. Richey and Violet E. Richey, and acknowledged the foregoing instrument to be their voluntary act and deed.

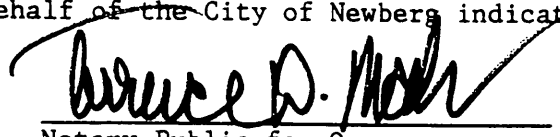
(SEAL)


Notary Public for Oregon
My Commission Expires: 10-8-88

STATE OF OREGON)
)ss.
County of Oregon)

On this 8th day of March, 1988, personally appeared Elvern Hall, Mayor of the City of Newberg, a Municipal corporation of the State of Oregon, and did execute the foregoing instrument on behalf of the City of Newberg indicating hat he had full authority to do so.

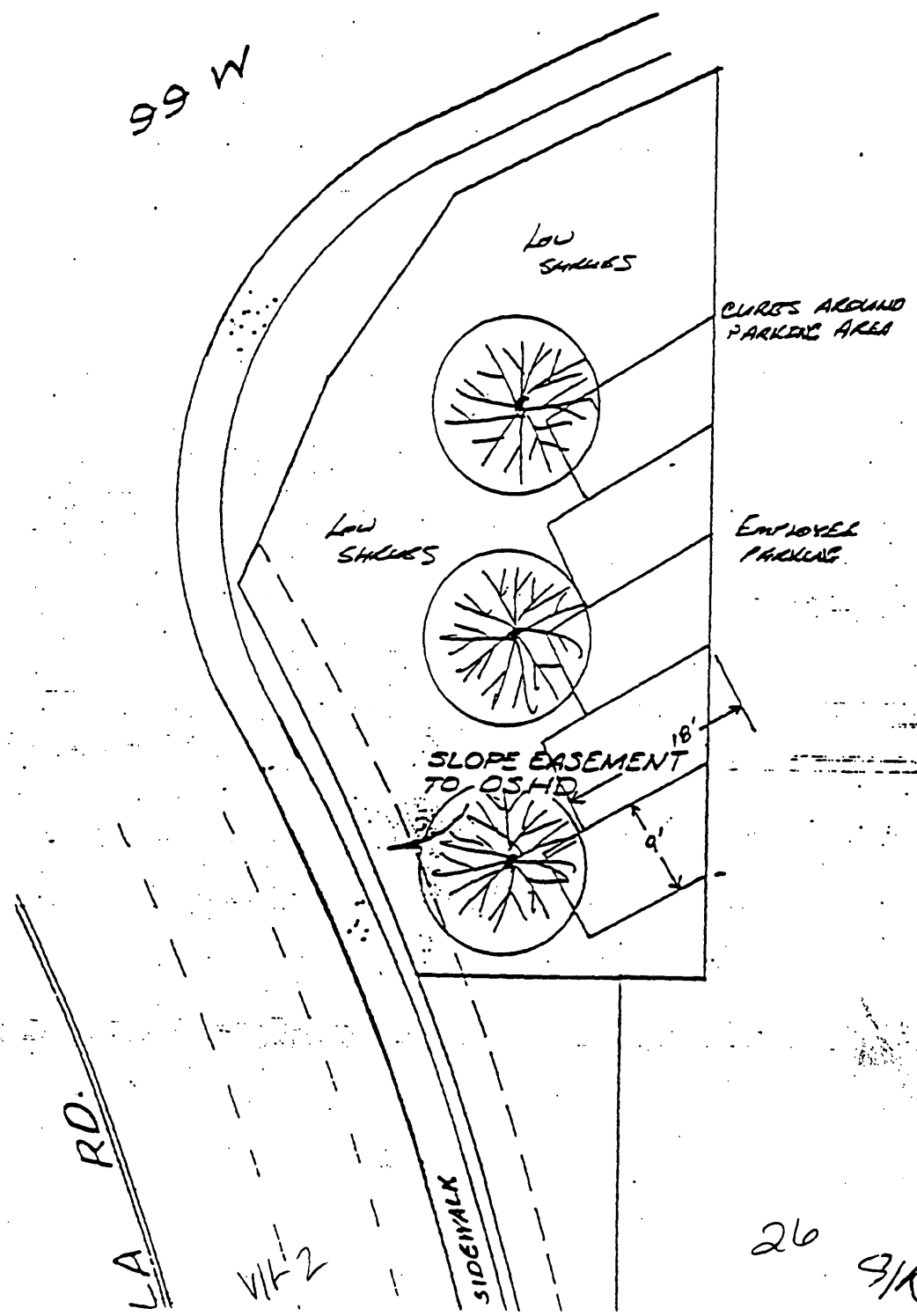
(SEAL)


Notary Public for Oregon
My Commission Expires: 10-8-88

(APPROX)

EXHIBIT "A"

PROPOSED LANDSCAPE PLAN
SE CORNER 99W / ULLA ROAD
OPTION 2



7C

WARRANTY DEED

758

KNOW ALL MEN BY THESE PRESENTS, That MARY LOU BOUDREAU and LUCY BOUDREAU, as tenants in common, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Newberg, Oregon, a municipal corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

PARCEL 1: Beginning on the East line of the D.D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, at a point 2.66 chains North of the Southeast corner of the said Claim; thence North 65° East, 120 feet to the TRUE place of beginning; thence North 65° East, 45 feet to a point; thence North 3.45 chains to a point in the center of State Highway #99 West; thence South 65° West along the center line of said State Highway to a point North 65° East 22 feet from the East line of said D.D. Deskins Claim, which point is also the Northeasterly corner of land conveyed to John J. Fortune and wife by deed recorded March 10, 1950 in book 156 page 418, Deed Records; thence Southeasterly along the Northeasterly line of said John J. Fortune tract to the TRUE place of beginning.

EXCEPT that portion of the above described premises conveyed to the State of Oregon for highway purposes.

PARCEL 2: The West half of the following described real property: Situate, lying and being in Section 20 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon and particularly described as follows:

Beginning at an iron pipe set North 175.56 feet, North 65°00' East 165.0 feet, South 89°36' East 20.0 feet and North 100.0 feet from the Southeast corner of the D.D. Deskins Donation Land Claim; thence North 109.50 feet to an iron pipe set on the South boundary line of Highway 99 West as now established; thence South 64°03' West, 22.1 feet to an iron pipe; thence South 100.0 feet to a point; thence South 89°36' East 20.0 feet to the point of beginning-----

NOTE: The real property above described has a mobile home permanently affixed to the real property and said mobile home is a 1961 Hensel bearing serial number 5SX114580 and was licensed under Oregon license # X90100 and this deed conveys title to said mobile home notwithstanding a simultaneously

Mary Lou Boudreau & Lucy Boudreau

2926 S.W. Boundary
Portland Oregon 97201
GRANTOR'S NAME AND ADDRESS

City of Newberg
414 E. 1st Street
Newberg Oregon
GRANTEE'S NAME AND ADDRESS

After recording return to:

City of Newberg
414 E. 1st Street
Newberg Oregon 97132
NAME, ADDRESS, ZIP

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

City of Newberg
414 E. 1st St.
Newberg Oregon 97132
NAME, ADDRESS, ZIP

STATE OF OREGON

61162

County of Yamhill

SS.

I certify that the within instrument was received for record on the 14 day of April, 1978, at 3:42 o'clock P.M., and recorded in book 128 on page 758 or its file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

WANDA CATT, COUNTY CLERK

By Recording Officer
Deputy. 27

executed bill of sale and execution of title.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, save and except those slope easements recorded in F.V. 23 pg. 241 Yamhill County Deed and Mortgage Records

warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 80,000⁰⁰

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols // if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this _____ day of _____, 19____; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

x Mary Lou Boudreau
x Lucy Boudreau

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Yamhill

April 14

1978

Personally appeared the above named Mary Lou Boudreau and Lucy Boudreau

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

Before me,

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11/10/79

STATE OF OREGON, County of _____ ss.

19____

Personally appeared _____ and _____

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

VII-2

28

SCHEDULE A

Amount \$ 80,000.00

Date April 14, 1978

3:42 P.M.
At ~~XXXXXX~~

Premium \$ 310.00

INSURED

-----THE CITY OF NEWBERG, OREGON, a municipal corporation -----

The estate or interest referred to herein is, at the date hereof, vested in

-----THE CITY OF NEWBERG, OREGON, a municipal corporation.-----

The land referred to in this policy is described as

-----PARCEL 1: Beginning on the East line of the D.D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, at a point 2.66 chains North of the Southeast corner of said Claim; thence North 65° East, 120 feet to the TRUE place of beginning; thence North 65° East, 45 feet to a point; thence North 3.45 chains to a point in the center of State Highway #99 West; thence South 65° West along the center line of said State Highway to a point North 65° East 22 feet from the East line of said D.D. Deskins Claim, which point is also the Northeasterly corner of land conveyed to John J. Fortune and wife by deed recorded March 10, 1950 in Book 156 Page 418, Deed Records; thence Southeasterly along the Northeasterly line of said John J. Fortune tract to the TRUE place of beginning.

EXCEPT that portion of the above described premises conveyed to the State of Oregon for highway purposes.

PARCEL 2: The West half of the following described real property:

Situate, lying and being in Section 20 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon and particularly described as follows:

Beginning at an iron pipe set North 175.56 feet, North 65°00' East 165.0 feet, South 89°36' East 20.0 feet and North 100.0 feet from the Southeast corner of the D. D. Deskins Donation Land Claim; thence North 109.50 feet to an iron pipe set on the South boundary line of Highway 99 West as now established; thence South 64°03' West, 22.1 feet to an iron pipe; thence South 100.0 feet to a point; thence South 89°36' East 20.0 feet to the point of beginning.-----

PAGE 2 OF POLICY NO 36-57-188

SCHEDULE A — Continued

The estate or interest in the land described in this schedule is: a fee

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

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. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records; unpatented mining claims; 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 any other facts which a correct survey would disclose.
5. An improvement located upon the insured property which is described or defined as a mobile home under the provisions of Chapter 481, Oregon Revised Statutes, is subject to registration as therein provided.
6. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux., to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 21, Deed and Mortgage Records. (Affects Parcel 1).
7. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux., to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 241, Deed and Mortgage Records. (Affects Parcel 2). -----

VII-1

30

OWNER'S INFLATION PROTECTION INDORSEMENT

ATTACHED TO POLICY NO. 36-57-188

ISSUED BY

Pioneer National Title Insurance Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached, and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds the highest Index number for the month of September in any previous year which is subsequent to Date of Policy; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Pioneer National Title Insurance Company

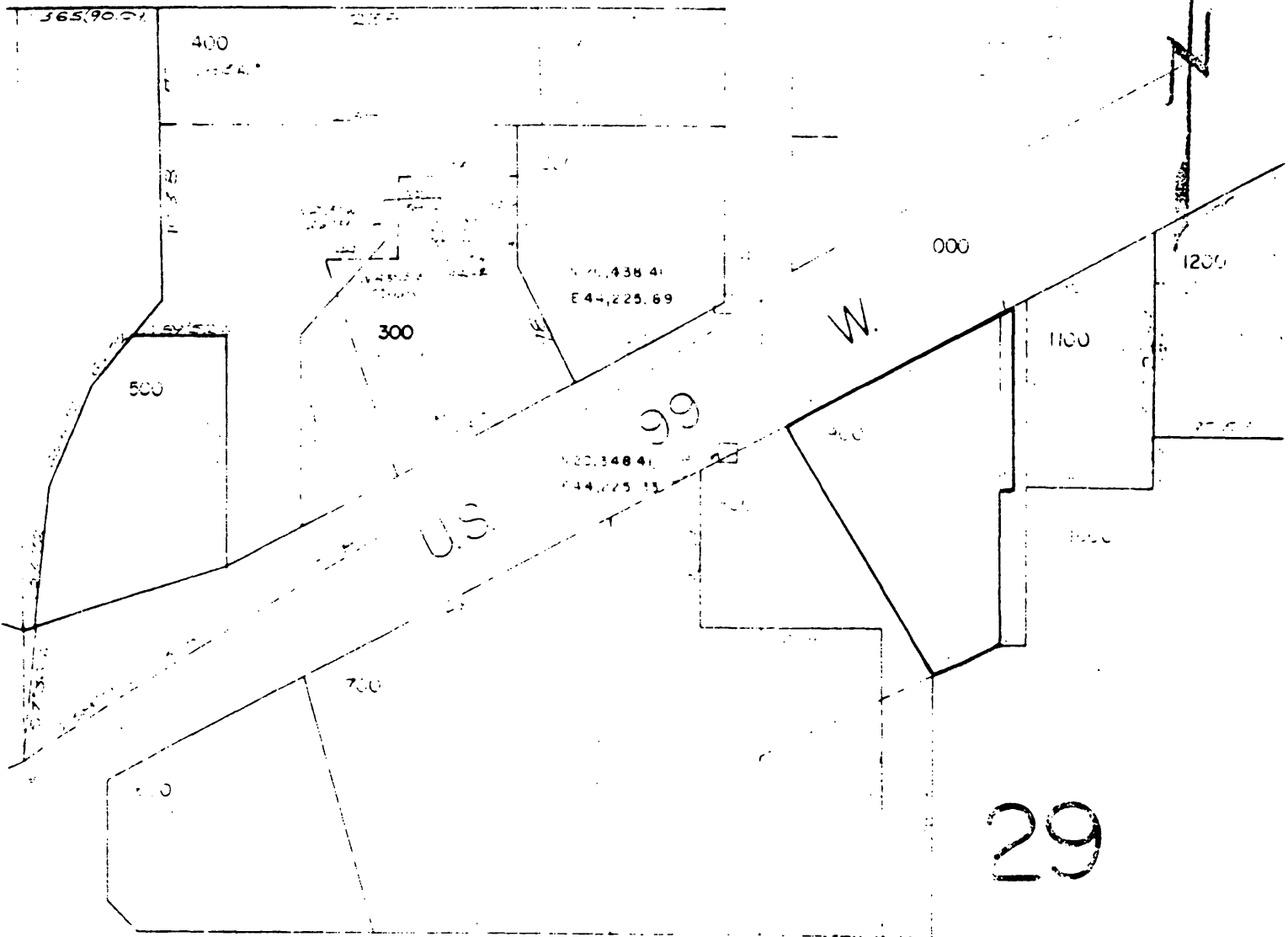
by *John E. Flood, Jr.* h
PRESIDENT

Attest: *John J. Egan*
SECRETARY

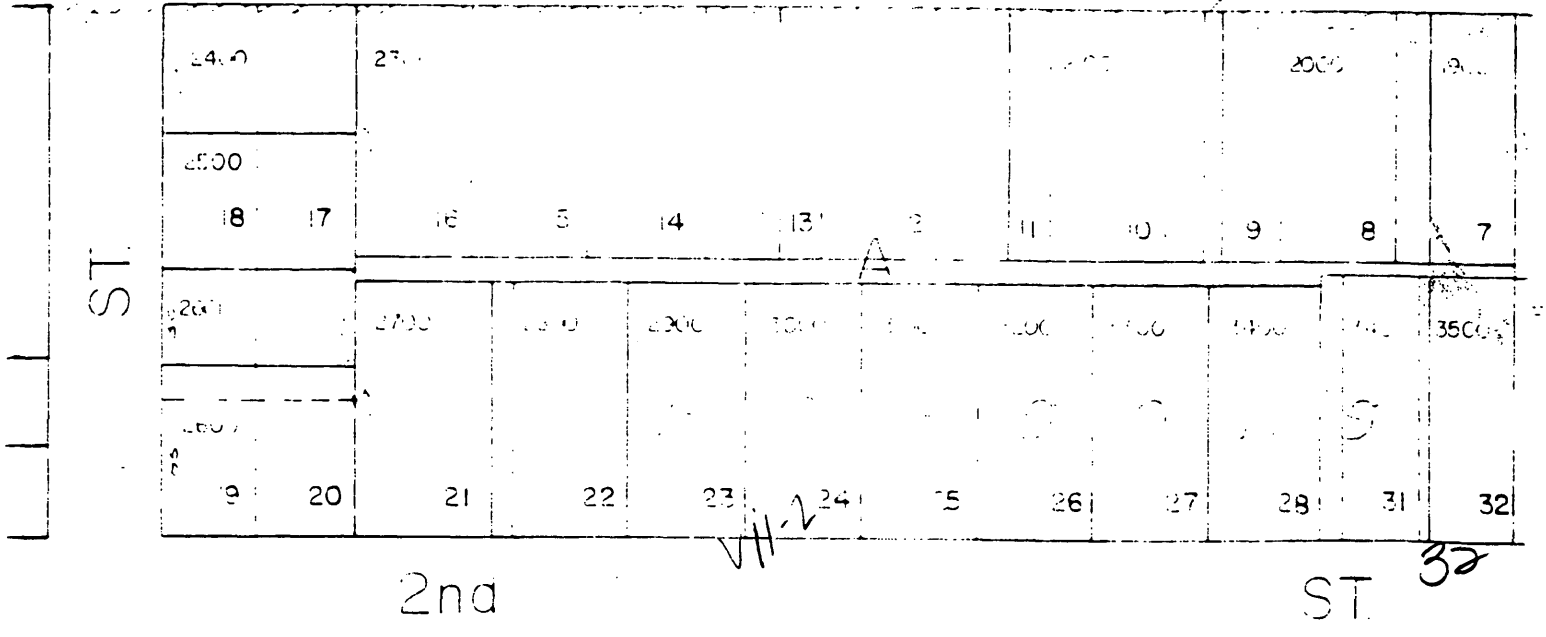
VII-2

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n location
 title
 variation
 location ascertain SEE MAP 7 2 1705



STATE SECONDARY HIGHWAY



Dear Property Owner:

Oregon Laws require that the levels of assessed values be within 5% of the current market value as reflected by the sales that occurred during the preceding year. An analysis of the 1978 sales indicated that this area is outside that tolerance, and we have been instructed by the Department of Revenue to make adjustments to correct that situation.

We realize that percentage adjustments tend to perpetuate and even increase inequities between properties, but this is the fairest way to comply with the law, considering the limitations of time and personnel.

New applications for Special Assessments as Farm Land or Forest Land must be submitted before April 1st or within 30 days of the date on this notice.

Your next regularly scheduled physical reappraisal of this area should correct any inequalities created by this "blanket adjustment". We thank you for your patience and understanding in this situation.

Phone: 472-9371 Ext 261

Kim Worrell
Kim Worrell,
County Assessor

NOTICE OF CHANGE IN ASSESSED VALUATION

Sent in compliance with ORS 308.280

This notice is sent to advise you of the assessed value that has been placed on the property described hereon for use on the next assessment roll, now being prepared. The preceding year's values are also shown for your convenience. ORS 308.205 and 308.232 state that true cash value is market value as of January 1, and that all property shall be assessed at 100% of true cash value. If this property is designated as Forest Land under ORS 321.605 or receiving the Special Assessment of Unzoned Farm Land (Farm Deferral), the value shown here does not necessarily represent market value.

Date 4/13/79 Assessor, Yamhill County

Name and Address of Owner Description of Property	Assessment Year	Acres	ASSESSED VALUES			Total Value
			Land	Improvements (Buildings)	Timber	
3220BA Newberg, city of 900 29 414 2 First St. Newberg, Or 97132	1978		42,920	22,200		70,120
40/100 ac. in Sec. 20 T 3; R 2 29 D.D. Deskins D.L.C. X-90100	1979		57,504	24,420		81,924
2032-101						

NOTE: If your estimate of the assessed value of this property disagrees with the total value shown, you should come to the Assessor's Office as soon as possible—NOT LATER THAN MAY 1—to discuss the valuation. Further appeal may be made to the County Board of Equalization by filing with the County Clerk a petition for a hearing not later than the 3rd Monday in May.

Approved: OSHD Staff
EDM:bkb
11-1-85

Misc. Contracts & Agreements
No. 3531

LOCAL AGENCY AGREEMENT
FEDERAL-AID PROJECT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and City of Newberg, acting by and through its Elected Officials, hereinafter referred to as "Agency".

1. By the authority granted in ORS 366.770 and 366.775, the State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties. This project will be financed with Federal Aid Primary funds with the State providing the necessary match and at no cost to the City.

2. Under such authority, the State and the Agency plan and propose to construct the Villa Road Connection with the Hillsboro-Silverton Highway including grading, paving, signing, and installation of traffic control signals, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The project shall be conducted as a part of the Federal Aid Primary Program under Title 23, United State Code, and the Oregon Action Plan.

3. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2.

4. The purpose of this agreement is for maintaining the traffic signal upon completion of the project.

5. Agency shall adopt an ordinance or resolution authorizing its designated city officials to enter into and execute this agreement, and the same shall be attached hereto and become a part thereof.

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on January 18, 1984 as a part of the Six Year Highway Improvement Program (page 22).

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the state highway engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

All except SPECIAL PROVISIONS, approved as to legal sufficiency on September 1, 1983 by Jack L. Sollis, Chief Counsel.

APPROVAL RECOMMENDED

By William C. Cuthbert
Region Engineer

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division

By [Signature]
State Highway Engineer

Date 12-14-85

APPROVED AS TO
LEGAL SUFFICIENCY

By [Signature]
City Attorney

City of Newberg,
by and through its Elected Officials

By [Signature]
Mayor

By [Signature]
City Recorder

Date 12/4/85

ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. State shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.

2. State shall, upon award of a construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract. The State shall obtain "Record Samples" at specified intervals for testing in the State Materials Laboratory in Salem.

3. State shall, in conformance with requirements of the Oregon Action Plan, appoint and direct the activities of a Citizen's Advisory Committee and Technical Advisory Committee, conduct any required public hearings and recommend the preferred alternative.

4. Agency shall, upon completion of the project, pay for 100 percent of the power consumed in the annual operation of the signal.

5. State shall, upon completion of the project, maintain the signal.

Misc. Contracts & Agreements
No. 8532
Date: 11-1-85

VII-2

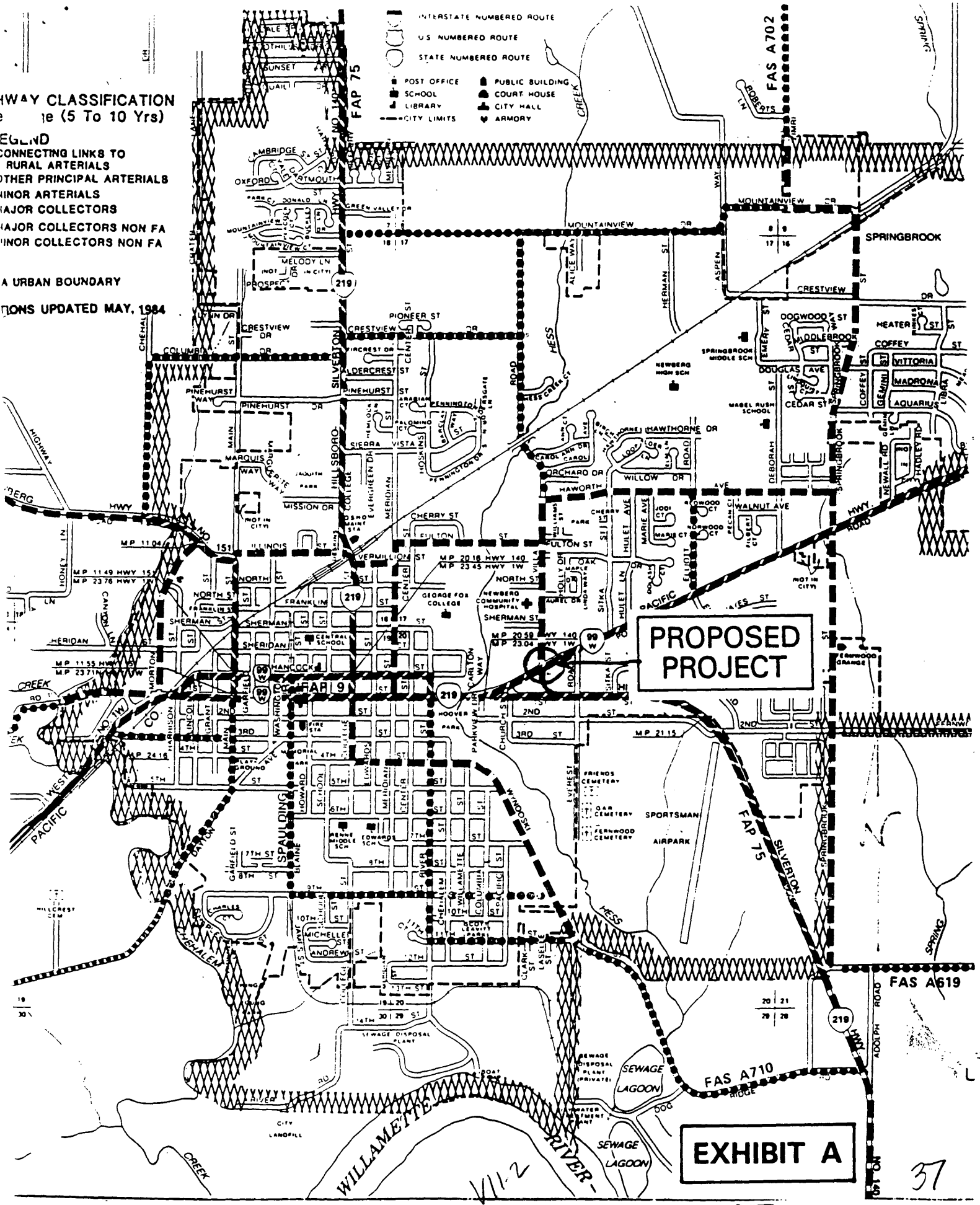
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HWY CLASSIFICATION
 3 (5 To 10 Yrs)

LEGEND
 CONNECTING LINKS TO
 RURAL ARTERIALS
 OTHER PRINCIPAL ARTERIALS
 MINOR ARTERIALS
 MAJOR COLLECTORS
 MAJOR COLLECTORS NON FA
 MINOR COLLECTORS NON FA

A URBAN BOUNDARY
 DATIONS UPDATED MAY, 1984

- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- POST OFFICE
- SCHOOL
- PUBLIC BUILDING
- COURT HOUSE
- CITY HALL
- ARMORY
- CITY LIMITS



PROPOSED
 PROJECT

EXHIBIT A

RESOLUTION NO. 85-1174

A RESOLUTION AUTHORIZING CERTAIN DESIGNATED CITY OFFICIALS TO ENTER INTO AND EXECUTE THAT CERTAIN "LOCAL AGENCY AGREEMENT FEDERAL AID PROJECT-VILLA ROAD CONNECTION WITH THE HILLSBORO-SILVERTON HIGHWAY-NO. 8581" TO FACILITATE THE VILLA ROAD EXTENSION PROJECT.

WHEREAS, under the authority of ORS 366.770 and 366.775 the State of Oregon, by and through its Department of Transportation, Highway Division, may enter into cooperative agreements with cities regarding the construction and maintenance of state roads and highways; and

WHEREAS, as part of the requirement for the state to construct the Villa Road connection with the Hillsboro-Silverton Highway, it is necessary for the City to sign a certain "Local Agency Agreement Federal Aid Project-Villa Road Connection with the Hillsboro-Silverton Highway-No. 8581" to provide particularly that the City shall, upon completion of the project, pay for 100% of the power consumed in the annual operation of the traffic signal that will be placed as part of the said project; and

WHEREAS, construction of the Villa Road connection with the Hillsboro-Silverton Highway will be of great benefit to the City of Newberg and its citizens.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Newberg, Oregon, as follows:

That the City Council of the City of Newberg, Oregon, hereby authorized the Mayor and Recorder of the City of Newberg to enter into and execute that certain "Local Agency Agreement Federal Aid Project-Villa Road Connection with the Hillsboro-Silverton Highway-No. 8581" a copy of which is attached hereto and incorporated herein at this point by reference, as Exhibit "A".

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of December, 1985.


Arvilla Page - City Recorder

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ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS:

PROJECT ADMINISTRATION

1. State is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and the Agency hereby agrees that the State shall have full authority to carry out this administration. If requested by the Agency, the State will further act for the Agency in other matters pertaining to the project. The State and the Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. For all projects the State and the Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the project.

P.E. & CONSTRUCTION ENGINEERING

2. Preliminary and construction engineering may be performed by the State, the Agency or others. If the Agency, or others, perform the engineering, the State will monitor the work for conformance with FHWA rules and regulations. In the event that the Agency elects to engage the services of a consultant to perform any of the work covered by this agreement, no reimbursement shall be made using Federal-Aid funds for any costs incurred by such consultant prior to receiving written authorization from the State to proceed. Any such consultant shall be selected using procedures acceptable to the State and the FHWA, and an agreement prepared describing the work to be performed and the method of payment.

REQUIRED STATEMENT OR USDOT FINANCIAL ASSISTANCE AGREEMENT:

3. If as a condition of assistance the recipient has submitted and the U.S. Department of Transportation has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the U.S. Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future U.S. Department of Transportation financial assistance.

The recipient further agrees to comply with all applicable Civil Rights Laws, Rules and Regulations, including Section 504 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act.

4. The parties hereto agree and understand that they will comply with all applicable statutes and regulations, including but not limited to: Title 6, USC, Civil Rights Act; Title 49 CFR, Part 23; Title 18, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; provisions of 23 CFR 1.11 and FHPM 1-4-5 (23 CFR 140.7); and the Oregon Action Plan.

STATE OBLIGATIONS:

PROGRAM REQUEST

5. State shall submit a program to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. NO WORK SHALL PROCEED UNTIL SUCH APPROVAL HAS BEEN OBTAINED. The program shall include services to be provided by the State, the Agency or others. The State shall notify the Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations, and the Oregon Action Plan.

AUTHORITY FOR SURVEY

6. State shall prepare an Authority for Survey which will itemize the estimate of cost for preliminary engineering services to be provided by the State, the Agency or others, and shall furnish the Agency with a copy of such cost estimate.

FINANCE

7. State shall, in the first instance, pay all reimburseable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner, compile accurate cost accounting records and furnish the Agency with an itemized statement of actual costs to date at the end of each State Fiscal Year. When the actual total cost of the project has been computed, the State shall furnish the Agency with an itemized statement of such final costs.

PROJECT ACTIVITIES

8. State shall, if the work is performed by the Agency or others, review and process or approve all environmental statements, preliminary plans, specifications and cost estimates, prepare the contract and bidding documents, advertise for bid proposals, award all contracts and, upon award of a construction contract, perform all necessary laboratory testing of materials, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project. The actual cost of laboratory testing services provided by the State will be charged to the project construction engineering cost account number (prefix) and will be included in the total cost of the project.

FREE BRIDGE DESIGN

9. State shall, as provided in ORS 366.155(k), prepare plans and specifications for bridges and culverts (structure portion only) at no expense to the counties.

AGENCY OBLIGATIONS:

FINANCE

10. The project applicant will, prior to the commencement of the preliminary engineering and right-of-way acquisition phases, deposit with State its estimated share of each phase.

The applicant's share of construction will be deposited in two parts. The initial deposit will represent 65 percent of the applicant's share, based on the engineer's estimate, and will be requested three weeks prior to opening bid on the project. Upon award of the contract, the balance of the applicant's share will be requested.

Collection of advance deposits amounting to less than \$2,500 for any phase of project (P.E., R/W) will be postponed until collectively the amount exceeds \$2,500 or until the collection of the advance deposit for construction is required.

Pursuant to ORS 366.425, as amended by Chapter 365, Oregon Laws of 1979, the advance deposit may be in the form of 1) check or warrant; 2) irrevocable letter of credit deposited in a local bank in the name of State; and 3) deposit in the Local Government Investment Pool accompanied by an irrevocable limited power of attorney.

11. Agency shall present properly certified bills for 100 percent of actual costs incurred by the Agency on behalf of the project directly to the State Liaison Person for review and approval. Such bills shall be in a form acceptable to the State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date. All billings received from the Agency must be approved by the State Liaison Person prior to presentation to the Highway Division Accounting Office for payment. The Agency's actual costs eligible for federal-aid participation shall be those allowable under the provisions of 23 CFR 1.11 and FHPM 1-4-5 (23 CFR 140.7).

12. The cost records and accounts pertaining to the work covered by this agreement are to be kept available for inspection by representatives of the State and the FHWA for a period of three (3) years following the date of final payment. Copies of such records and accounts shall be made available upon request.

PROJECT CANCELLATION

13. Agency agrees that should the project be cancelled or terminated for any reason prior to its completion, the Agency shall reimburse the State for any costs that have been incurred by the State on behalf of the project.

DELAYED STARTING DATE

14. In the event that right-of-way acquisition, or actual construction of the facility for which this preliminary engineering is under-

taken is not started by the close of the FIFTH FISCAL YEAR following the fiscal year in which this agreement is executed, the State may request reimbursement of the sum or sums of Federal-Aid funds disbursed to the Agency under the terms of this agreement.

RIGHT OF WAY

15. Agency shall be responsible for acquisition of the necessary right-of-way and easements for construction and maintenance of the project. The State shall review all right-of-way activities engaged in by the Agency to assure compliance with applicable laws and regulations. The Agency may request the State to perform the acquisition functions, subject to execution of a Right-of-Way Services Agreement. If any real property purchased with federal-aid participation is no longer needed for right-of-way, or other public purposes, the disposition of such property shall be subject to applicable rules and regulations which are in effect at the time of disposition. Reimbursement to the State of the required proportionate share of the fair market value may be required.

UTILITIES

16. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes and such other facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal-aid participation under the Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 4, shall be included in the total project costs and participation; all other utility relocations shall be at the sole expense of the Agency, or others. The State will arrange for utility adjustments in areas lying within jurisdiction of the State and, if the State is performing the preliminary engineering, the Agency may request the State to arrange for utility adjustments lying within Agency jurisdiction, acting on behalf of the Agency.

Agency shall, five weeks prior to the opening of construction bid proposals, furnish the State with an estimate of cost for eligible reimbursable utility relocations, based on the plans for the project. The Agency shall notify the State Liaison Person prior to proceeding with any utility relocation work in order that the work may be properly coordinated into the project and receive the proper authorization.

CONSTRUCTION

17. Construction plans shall be in conformance with standard practices of the State for plans prepared by its own staff, and shall be developed in accordance with the design standards published by AASHTO which pertain to the type of facility proposed. The latest design standards adopted by AASHTO shall govern the design of highway bridges and related structures. All specifications for the project shall be in substantial compliance with the "Oregon Standard Specifications for Highway Construction".

GRADE CHANGE LIABILITY

18. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by the State shall not subject the State to liability under ORS 105.760 for change of grade.

CONTRACTOR CLAIMS

19. Agency shall provide legal defense against all claims brought by the contractor, or others, resulting from the Agency's failure to comply with the terms of this agreement.

MAINTENANCE RESPONSIBILITIES

20. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to the State and the FHWA.

Fd. N.E. Cor. D.L.C. No. 55
Bross Disk Marked: "N.F."
(10-09-90)
N. 84 486

EVEREST STREET

7086 m²±, Rem.
Church of the Nazarene
18-734
58-348
141-1984

107

"V" 0+362.223 P.J.
N. 84 582.8770
E. 307 185.9950

Note: Property lines represent
actual lines of occupation

"F" 25+078.888 P.S.

S.M. & V.E. Richey, Trustees
F 255-1488

850 m²±, L.I.

E.S. & K. Alacano
F 95-1257

R.C. Ehler
F 124-2147

1059 m²±, L.I.

Permanent Easement - Slopes, Water, Gas, Electric

S. 66°02'40" W.

VILLA ROAD

S. 1°57'38" W.

"F"
R = 1165 m
TΔ = 4°09'0"
Ts = 74.714
2 - 65 m S
S = 1°35'5"

"F" 25+163.272 P.C.S.

"F" 25+143.888 P.S.

S. 28°13'19" E.

"V" 0+
R = 87.319 m C.R.
TΔ = 30°10'57"
T = 23.546 m
"V" 0+

008



Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Region 1 Right of Way
123 NW Flanders
Portland, OR 97209
Phone: 731-8400
FAX: 731-8458

May 1, 2000

FILE CODE:

City of Newberg
C/o Dwayne Cole, City Manager
414 E. First Street
Newberg, OR. 97132

File No.: 6468014
Section: Everest St-Main St (Newberg)
Highway: Pacific Highway West
County: Yamhill
FAP#: N/A

You own property needed for improvement of the above highway. This property is described on the legal document that accompanies this letter. A determination of just compensation for the needed portion of your property has been made by a qualified Appraiser, based on market information. This is the amount outlined in the attached "Acquisition Summary Statement". This offer is also accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a minimum 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. Your decision to accept or reject may be made at any time prior to expiration of the 40 day period if you choose. The 40-day provision does not apply when an emergency has been declared by the road authority.

The legal document and enclosed agreements, if any, covers the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The legal document must be notarized. Return these signed forms to this office. After the Right of Way Manager accepts the legal document and related agreements, you will receive notification of that acceptance and payment will follow.

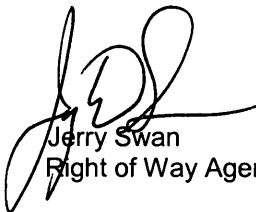
The State will pay recording costs, title insurance premiums and all other normal costs of sale. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

Thank you for your cooperation and time. If you have any questions, please call me at: (503)731-8443.


Jerry Swan
Right of Way Agent



File: 6468014
Name: City of Newberg
Date: May 1, 2000

ACQUISITION SUMMARY STATEMENT

*Land and **Improvements	<u>\$55,700.00</u>
Damages	<u>\$0.00</u>
Other None	<u>\$0.00</u>
TOTAL JUST COMPENSATION	<u>\$55,700.00</u>

*** PROPERTY RIGHTS TO BE ACQUIRED:**

1	Fee	2,734.03 Sq. Ft. (254.00 Sq. Meters)
2	Permanent Easement	1,915.97 Sq. Ft. (178.00 Sq. Meters)

**** IMPROVEMENTS IN ACQUISITION AREA:**

Paving and landscaping.

NOTICE TO VACATE:

Written notice to vacate will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION SHOWN ABOVE:

None

APPRAISAL INFORMATION:

Appraisal//Valuation by: George Donnerber

Date of Valuation: 2 December 1999

Value: \$55,700

Date Written: 11 April 2000

**RELOCATION
BENEFIT SUMMARY**

NON-RESIDENTIAL OCCUPANTS

FILE NO. 6468014	NAME City of Newberg
FAP No. N/A	DATE 1 May 2000

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person***, for additional information concerning this assistance.

- ☐ **RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
- ☐ **SEARCH EXPENSES** in locating a new site, not to exceed \$1,000. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
- ☐ **ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
- ☐ **MOVING COST - BASED ON ESTIMATES:** a payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
- ☐ **COMMERCIAL MOVE COST:** a payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
- ☐ **REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$10,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
- ☐ **FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$20,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
- ☒ **YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
- ☒ **RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 90 days of this notification.

WARRANTY DEED

CITY OF NEWBERG, a municipal corporation of the State of Oregon, Grantor, for the true and actual consideration of \$55,700 does convey unto the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, fee title to the following described property:

PARCEL 1 - Fee

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 11.250 meters Southeasterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+074.498 on said center line; thence Southwesterly in a straight line to a point opposite and 12.916 meters Southeasterly of Engineer's Station "F" 25+109.098 on said center line; thence Southwesterly in a straight line to a point opposite and 15.150 meters Northeasterly of Engineer's Station "V" 0+343.835 on the "V" center line of relocated Villa Road; thence Southeasterly parallel with said last mentioned center line to Engineer's Station "V" 0+384.675.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

Beginning at Engineer's "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

5-1-00

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871

Account No.: R3220BA-00900 & R3220BA 01000

Property Address: _____

The "V" center line of relocated Villa Road referred to herein is described as follows:

Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

Bearings are based on County Survey No. CS # 10493, dated October, 1995, Yamhill County, Oregon.

The parcel of land to which this description applies contains 254 square meters, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, and to relocate, construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefor, upon, over, under, and across the following described property:

Parcel 2 - Permanent Easement for Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities.

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 14.250 meters Southeasterly of Engineer's Station "F" 25+078.888 on the "F" center line of the relocated Pacific Highway West; thence Southwesterly in a straight line to a point opposite and 16 meters Southeasterly of Engineer's Station "F" 25+105 on said center line; thence Southwesterly in a straight line to a point opposite and 22.515 meters Northeasterly of Engineer's Station "V" 0+341.636 on the "V" center line of relocated Villa Road; thence Southerly in a straight line to a point opposite and 20 meters Easterly of Engineer's Station "V" 0+360 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 18.500 meters Easterly of Engineer's Station "V" 0+370 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 17.650 meters Easterly of Engineer's Station "V" 0+384.675 on said last mentioned center line.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 178 square meters, more or less.

IT IS UNDERSTOOD that the easement herein granted does not convey any right, or interest in the above-described Parcel 2, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided,

however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted herein above.

IT IS ALSO UNDERSTOOD that this easement shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owner of any facilities being relocated.

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement area without the written consent of Grantee.

IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantee for the maintenance of said utilities.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of all the above-described property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the property herein conveyed and the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this _____ day of _____, 20_____.

APPROVED AS TO FORM:

CITY OF NEWBERG

By _____

By _____
Mayor

By _____
Auditor

STATE OF OREGON, County of Yamhill

Dated _____, 20_____. Personally appeared _____ and _____, who, being sworn, stated that they are the Mayor and Auditor of the City of Newberg, Oregon, a municipal corporation, and that this instrument was voluntarily signed in behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on this _____ day of _____, 20_____.

Notary Public for Oregon

My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

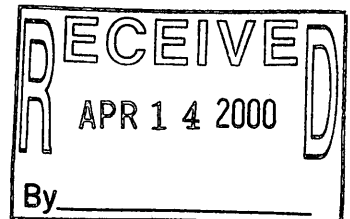
COMPLETE SUMMARY APPRAISAL REPORT
Oregon State Highway Division Format
Rpt 7 - TAKING & DAMAGES (Land Only)

Section:	Newberg
Highway	Pacific Highway West
County:	Yamhill
Eng. Sta:	"F" 25+100±
Descrip Dtd.:	3/15/00
Appraiser:	George W. Donnerberg, MAI
	Oregon Certification No. C000075
	John V. Donnerberg
	Oregon Certification No. C000554
RPC File:	99-081
Date of Value:	December 2, 1999

1. **ADDRESS AND LOCATION OF PROPERTY** – One lot west of 1814 Portland Road, Newberg, Oregon 97132. The parcel occupies the southeast corner of Villa Road and Highway 99W or Pacific Highway in Newberg.

2. **OWNERSHIP INFORMATION**

Legal Owner	City of Newberg
Address	401 E. Third Street Newberg, Oregon 97132
Owner's Representative	Larry Anderson (503) 537-1238



3. **TYPE OF TAKING**

Partial Taking [☒]	Entire Taking []
Area of Entire Property	548 M ² or 5,899 SF
Area of the Remainder	116 M ² or 1,249 SF
Area in Fee Taking	254 M ² or 2,734 SF
Area in Permanent Easement	178 M ² or 1,916 SF
Area in Temporary Easement	None

8. **SUMMARY OF VALUATION**

TAKING:

Land	\$52,249
Improvements	\$ 3,447
Damages	N/A
Special Benefits	N/A
TOTAL	\$55,696
Rounded	\$55,700

Included Reports by Others:

None	\$
	\$
	\$

4. ACCESS

Before Taking – The subject property has shared access with the adjacent property to the west, also known as Arctic Circle.

To Remainder - In the After condition the access to the property will be reduced to a single shared right-in only access point in the general vicinity of the current driveway location.

5. LAND USE REGULATIONS

Zoning – The subject is located within the City of Newberg's zone jurisdiction. The parcel lies within the City's C-2, Community Commercial, zone district. Said zone allows for a variety of retail and service establishments.

Comp Plan Designation – The existing zone status is in conformance with the City's Comprehensive Plan.

Uses Permitted – A wide variety of retail and service uses.

Present Use – Paved parking and landscape buffer.

6. HIGHEST AND BEST USE

Entire Property – For continued use in conjunction with neighboring property owners.

Remainder – Future commercial development with neighboring property owners.

7. UTILITIES

The subject property has access to all utilities required for commercial development within the adjacent street right-of-way.

8. SUMMARY OF VALUATION - See Page 1

9. PURPOSE OF APPRAISAL

The purpose of this valuation is to estimate the fair market value of the subject property in fee simple title as a whole, when applicable; the fair market value of property taken as part of the whole, the fair market value of the remainder after the taking as will be affected by contemplated improvements with consideration for damages, if any, and benefits, if any, to the remainder; and the total just compensation due the property owner by reason of the taking.

All appraisals must be made on the basis of fair market value. For the purpose of real property acquisition by the State, fair market value is defined as "the amount of money, in cash, that land would bring if offered for sale by one who desired but was not obliged to sell, and was bought by one willing but not obliged to buy. It is the actual value of the land on the date of the taking, with all its adaptations to general and special uses, that is to be considered. However, nothing shall be allowed for prospective value, speculative value or possible value based upon future expenditures and improvements." (State R/W Manual, Section 4.315)

In the State of Oregon; "where a part only of a larger tract of land is taken for a public road under the power of eminent domain, the owner is entitled to the market value of the land and improvements actually taken, and also an amount equal to the depreciation in market value of the remainder of the land caused by the road. Pape et al., vs. Linn County, (1931), 135 Or. 430, 436-437, 296 P. 65.

9-A. SCOPE

The scope of the appraisal assignment included a physical inspection of the subject property and a review of the surrounding neighborhood. City/county officials were contacted in order to ascertain subject zoning and availability of utilities and other services. Comparable sales were researched through County records and/or other professional resources. The sales used in this report were confirmed by a buyer or seller, or if these individuals were unavailable, reliable third party sources were utilized to insure the accuracy of the information.

The three traditional approaches to value were considered in this report. The Sales Comparison Approach was relied upon primarily due to the relatively unimproved nature of the acquisition.

9-B. MARKETING PERIOD

The value estimated for the subject larger parcel assumes a marketing period of 6 to 12 months.

9-C. PROPERTY RIGHTS APPRAISED

The property rights appraised constitute a portion of the fee simple interest of all future benefits that may be derived from the property's present or possible future use.

9-D. PURPOSE AND FUNCTION

The purpose of this appraisal is to estimate the fair market value of a portion of the subject property as well as estimate any affect the acquisition will have on the remainder parcel. The function of the appraisal is to assist the client in acquiring the property for right-of-way purposes.

9-E. REPORTING OPTION

This report was developed as a Complete Appraisal and presented as Summary Appraisal Report.

9-F. INTENDED USER

The intended user of this report includes all agents and assigns of the Oregon Department of Transportation.

11. Preliminary title report furnished and examined: YES [☒] NO [☐]

Checked at title company _____. I have given consideration to any exceptions or limiting conditions therein that affect the value of subject property. Please explain the exceptions and limiting conditions: The appraiser notes encumbrances on the subject property which existed previous to the current proposed acquisition. The property is subject to a slope easement which precludes structural development along the northern 5 feet of the property. Said slope easement was recorded June 11, 1962 in Film Volume 23, page 241, Yamhill County deed and mortgage records.

In addition to the easement recorded during 1962, the property includes an encumbrance along its western boundary which is approximately four feet wide as recorded in Film Volume 195, page 883, June 20, 1985. The easement is in favor of the Oregon Department of Transportation and restricts the property's use to development which will not damage lateral support for the adjacent roadway. A closer examination of the easement reveals, however, that specific structural uses are not precluded as long as they do not damage the lateral support for the adjacent Villa Road right-of-way. It has been concluded that this easement essentially results in little loss of utility, leaving the original uses of the property essentially unchanged. The affects of these previously established easement encumbrances will be discussed further later within the report.

In addition to the items noted within the preliminary title report, the appraiser has obtained the lease document associated with the Arctic Circle property. The City of Newberg currently leases the subject property to the Arctic Circle property owner for a nominal consideration with the understanding that the Arctic Circle property owner will maintain the landscaping features of the site. The lease is revocable at any point in time, thus, having only a minor affect on the potential future uses of the property.

12. Subject property has sold within the last 5 years. YES [☐] NO [☒]

If yes, see details on Comparable Sale Sheet No. _____ which includes an explanation of whether the sale is indicative of today's market value.

13. COURTHOUSE DATA

Legal Description: The subject property includes Yamhill County Parcels R3220BA 00900 and R3220BA 01000. The property includes a lengthy metes and bounds description. However, for purposes of this report, the appraiser will refer to the subject property by its reference parcel numbers.

Lot Dimensions: Irregular,

Area: 5,899 SF per Oregon Department Transportation engineering records

	R3220BA 00900	R3220BA 01000	Total
Assessed Value:			
Land:	\$38,817	\$ 8,913	\$47,730
Improvements	\$ -0-	\$ -0-	\$ -0-
Total	\$38,817	\$ 8,913	\$47,730

14. NEIGHBORHOOD DESCRIPTION

The subject property is located within the City of Newberg which is the second largest community in Yamhill County. The suburb of the Portland Metropolitan Area has enjoyed significant population growth within the past ten years. Newberg's current population is 17,650 as of December 7, 1999. This is an increase from 13,086 people in 1990.

Newberg is located approximately 25 miles southwest of Portland along Highway 99W. Newberg includes a mixture of employment opportunities ranging from commute oriented employment in nearby Portland and Hillsboro to local employment opportunities in the McMinnville and Newberg area. Local employers with more than 200 workers include George Fox University, Providence Hospital and Newberg Public Schools. Other employers include A-dec, a dental equipment maker, as well as Smurfit Newsprint and EFTC-Northwest Operations (manufacture of electronic circuit boards and cables). The surrounding area produces a variety of agricultural products including 90% of the nation's Hazelnut crop.

99W Commercial Corridor

The subject property is located in a commercial district adjacent to Highway 99W, also known as Pacific Highway within Newberg. This highway consists of a commercial strip extending in an east/west direction throughout the city. Highway 99 at Villa Road accommodates 38,900 average daily trips, as recorded by the Oregon Department of Transportation during 1998. This results in commercial exposure along Highway 99 equivalent to that found throughout other nearby cities such as Tigard, Sherwood and McMinnville. The Highway 99 corridor ties these communities together, resulting in comparable commercial characteristics within each community.

The Newberg commercial corridor along Highway 99W currently consists of a mature highway commercial neighborhood. Typically significant land holdings have been previously developed, however a variety of in-fill development is noted. Although smaller commercial districts with less vehicle exposure such as the downtown Newberg area or the Highway 219 corridor, are available. The appraiser considers the Highway 99W commercial corridor the premier commercial location within the City of Newberg. Other commercial developments throughout the neighborhood include a nearby Fred Meyer Shopping Center, as well as a variety of strip commercial businesses consisting of fast food, automotive dealerships and similar businesses.

The downtown Newberg segment of Highway 99 consists of one-way traffic flow resulting in a reduced vehicle exposure situation. This area is felt to be less comparable than other two-way traffic sections.

In summary, the subject property is located within a primary commercial corridor within the City of Newberg. Newberg is experiencing a healthy rate of growth and has an adequate employment base to ensure future economic health. Although Newberg is a fringe suburb of the Portland area, a significant number of Newberg residents likely commute to jobs closer to the City of Portland. Highway 99W is the main highway between Portland and the Central Oregon Coast. Rapid growth along the Oregon Coast has resulted in increased traffic volumes along the Highway 99 corridor. Commercial properties along the Highway 99 corridor have enjoyed the benefit of development in the way of increased traffic volume and exposure.

17. DETAILED DESCRIPTION OF THE PROPERTY BEFORE THE TAKING

GENERAL

The subject property consists of two separate tax lots, both under the ownership of the City of Newberg. The property was created during a right-of-way project conducted during the 1980s. As a result, the property has a difficult configuration and somewhat restrictive access potential. The site has been improved by the neighboring Arctic Circle owner under an agreement with the City of Newberg. The property has five paved parking spaces as well as a variety of landscape features. The property functions in very close conjunction with the neighboring Arctic Circle business, assisting in parking and circulation patterns throughout the west side of the Arctic Circle business.

TOPOGRAPHY

The property is generally level and lies at close grade with the adjacent street right-of-ways. The parcel is encumbered with various slope easements. However, due to the close topography in relation to neighboring street elevations, the easements will have a minimal effect on the function of the property. The parcel is located outside of any potential flood plain hazards.

ACCESS

As noted earlier, the property shares an access driveway with the neighboring Arctic Circle business. In the Before condition the access to the property is generally convenient, allowing traffic to enter and exit the property in both directions in relation to Highway 99W. The parcel has no direct access to Villa Road to the west.

UTILITIES

A variety of municipal and private utilities are located in the vicinity of the subject property. Water is located in both Highway 99W as well as Villa Road.

EXISTING EASEMENT ENCUMBRANCES

The subject property is encumbered with two previously established easements as noted within the attached preliminary title report. The first easement is noted as a permanent slope easement which was recorded during 1962 on Film Volume 23, page 241 in the Yamhill Book of Deed Records. This easement generally parallels the Highway 99W right-of-way and extends a distance of approximately 5 feet south of the road right-of-way. This portion of the property has subsequently been reconfigured during the construction of the Villa Road alignment. The remnants of the previous encumbrance result in an area of approximately 175 feet as calculated by the appraiser.

The second encumbrance on the property consists of a permanent slope easement located along the Villa Road right-of-way. This easement has a width varying from 40 to 44 feet from the

centerline of Villa Road. This results in an easement width of approximately four feet along the entire western property boundary. The recorded document known as Film Volume 195, page 883 indicates the easement area as having 790 square feet. The appraiser assumes this is entirely located within acquisition Parcel No. 1. The impact of these encumbrances will be discussed within the valuation section later within this report.

EXISTING SITE IMPROVEMENTS

Under the current agreement between the City of Newberg and the Arctic Circle property owner to the east, the subject is landscaped at the Arctic Circle owner's expense. The landscaping consists of three deciduous trees and a variety of smaller shrubs and ground cover. The landscaping extends to the southern tip of the property, however the parcel has been fenced and divided into two pieces. The south portion of the property appears to be more closely related to the adjacent church ownership as far as surface use patterns are concerned. The northern portion of the property or, the land located north of the fence, is more closely associated with the Arctic Circle business. In general the landscaping is of average to low cost quality, requiring a minimum of maintenance and upkeep. The remainder of the acquisition area is occupied by paved parking surface which is bordered by extruded curbing. The parking area can accommodate up to five vehicles with its current configuration.

SUMMARY

In summary the subject property consists of a 5-space parking area with a landscaped border. The property is used in conjunction with the neighboring Arctic Circle business. This use is based on a lease negotiated between the City of Newberg and the restaurant business. The lease may be terminated at any point in time as determined by the City of Newberg. The subject's two tax lots have a total area of 5,899 square feet.

APPRAISAL OF THE SUBJECT PROPERTY

18. VALUATION OF THE LAND BEFORE THE TAKING

HIGHEST AND BEST USE

The Highest and Best Use is defined as: The reasonable and probable use that supports the highest present value of vacant land or improved property as of the date of appraisal. As defined, the Highest and Best use must be reasonably probable, legally and physically possible, as well as financially feasible.

A complete Highest and Best Use discussion requires consideration of the six major influences detailed under USPAP 1-3 (a).

1. Existing land use regulations.
2. Probability for modification of land use regulations.
3. Economic demand.
4. Physical adaptability of the real estate.
5. Neighborhood trends.
6. Highest and Best Use of the real estate.

The Highest and Best Use analysis must begin under assumption that the land is vacant and available for development to its Highest and Best Use. Under standard appraisal rules, the analysis must be developed to "recognize that land is appraised as though vacant and available for development to its Highest and Best use and that the appraisal of improvements is based on their actual contribution to the site". (USPAP 1-3 (b))

EXISTING LAND USE REGULATIONS

The appraiser interviewed Barton E. Brierley, AICP, City Planner for the City of Newberg. During the course of conversations with Mr. Brierley, the property's zone status was discussed. The subject currently is zoned C-2 under the Newberg zone classification system. Said zone allows for a wide variety of commercial uses with some emphasis on Highway Commercial uses. The zone has a minimum lot size requirement of 5,000 square feet as well as a minimum front yard setback requirement of 20 feet. Mr. Brierley indicated that the current C-2 Zone is in conformance with future comprehensive plans. Future changes in the zone appear unlikely.

Among the other site requirements noted above, the zone has a minimum landscape area requirement of 15% of the total lot area. Additionally, any parking or loading area providing ten or more spaces shall be landscape with at least 25 square feet of landscaped area per parking space. Changes to the minimum site coverage and landscape requirements would require a variance.

In summary, the subject property's zone classification is favorable and would provide for good flexibility with regard to future site development.

In light of the subject property's area of over 5,000 square feet, according to Oregon Department of Transportation calculations, the property may be able to sustain small scale commercial development on its own.

ECONOMIC DEMAND

The subject property generally consists of a substandard parcel with respect to overall property size. Although it is likely that the parcel could legally sustain some form of small development such as a coffee stand or similar business, it is more likely that the parcel will be most in demand as an assemblage site. Potential buyers of the property would include either of the two neighboring property owners which generally would be highly motivated to obtain a corner location in an effort to establish an increased retail presence. This presence would be reinforced by significant signage capability associated with the property. Currently the site is closely related with the Arctic Circle business. The property helps the business achieve its drive-through capability as well as providing additional parking spaces. A similar use is foreseen in the future, whether it be associated with the Arctic Circle business or the nearby church ownership.

Discussions with surrounding property owners and Rite Aid Corporation have occurred. Rite Aid has expressed a willingness to assemble several properties in the subject's immediate vicinity, resulting in a larger retail property. Rite Aid has entered into an agreement with the adjacent church ownership which will put them in position to take ownership of the property in the near future. With this in mind the appraiser notes the likelihood of two viable potential property purchasers located immediately adjacent to the subject property.

In summary, the economic demand for the subject property as it is currently configured as a stand-alone site is most likely out-weighed by its potential contribution to neighboring properties in the future. In either case, the demand for a corner commercial location, particularly along a well traveled commercial corridor such as Highway 99W, is good. The site's visibility and topographical characteristics, combined with its corner location, result in a desirable parcel with above average economic demand.

PHYSICAL ADAPTABILITY OF THE REAL ESTATE

The property is generally level and would be easily assembled with nearby land holdings. The site is situated at grade with the nearby roadways. Access to the property is currently provided by a single driveway along its northern boundary. This access provides ample vehicle circulation at this time. It is likely that, in the future, under the assemblage scenario, access could be achieved via an alternate route. This access would most likely originate from the interior of either the Arctic Circle property or the adjacent church property. Utility availability is good. Utilities for commercial development are conveniently located within the adjacent street right-of-ways, including a 6-inch diameter sewer at the intersection of Highway 99 and Villa Road. A

10-inch diameter water main is also located within the right-of-way of Highway 99. Overall, the physical adaptability of the real estate is good.

The existing site improvements contribute on an interim basis until such time as redevelopment can occur. The long term viability of the adjacent Arctic Circle restaurant is questionable in light of increasing land prices and Rite Aid Corporation's development plans. Under a redevelopment scenario, the existing site improvements contribute value to the property at a nominal rate.

NEIGHBORHOOD TRENDS

Recent trends throughout the Newberg area include a variety of regional and national commercial property buyers competing for a limited number of potential locations. For this reason, a cursory inspection of the city's available commercial land inventory might mislead the casual observer. Properties are available throughout the City of Newberg on secondary commercial thoroughfares or in locations which have somewhat difficult access or visibility problems. The supply of this type of commercial property would appear to exceed the current market demand for such uses. When it comes to premium locations which possess favorable location, traffic volume, configuration, infrastructure availability and overall development potential, the market becomes much more restricted. A recent spike in commercial land values has been observed in the premium commercial site category while the secondary site market appears to be languishing during the same time frame.

In the immediate vicinity of the subject property, it is noted that the Rite Aid Corporation is aggressively pursuing the adjacent Church of the Nazarene property as well as other surrounding property owners. This pattern of property acquisition and negotiation will result in the subject being a likely target for future acquisition. It is difficult to determine whether the City of Newberg would be a willing seller in this instance, however the property would certainly increase the value of the adjacent land holdings.

HIGHEST AND BEST USE OF THE REAL ESTATE

The Highest and Best Use of the real estate, based on the above discussion, would be for assemblage with neighboring property owners such as the Arctic Circle or Church of Nazarene site located to the south. In light of the current activity involving the Rite Aid Corporation, combined with the subject's good visibility and topographic characteristics, the Highest and Best Use has been determined to be for use in conjunction with neighboring property owners.

VALUATION COMMENTS

There are three classic approaches which can be used in estimating a value for a given parcel of real estate. These methods are the Sales Comparison Approach, the Income Capitalization Approach and the Cost Approach.

The Sales Comparison Approach is a method whereby the value for a given property is estimated through a comparison process with other similar properties which have recently sold. The sale prices are adjusted for differences including the element of time, physical characteristics, and condition. The Sales Comparison provides a reliable value indication given the availability of adequate sales data.

The Cost Approach is a method whereby the replacement cost of the improvements is estimated. The estimated cost new is then charged for depreciation including physical deterioration, plus functional and economic obsolescence. The value of the underlying site is then added to this figure, resulting in an overall value indication for the property being appraised. The subjectivity of the depreciation estimate tends to increase with the age of the improvements. The Cost approach is therefor most reliable when dealing with newer properties.

The final method is the Income Capitalization Approach. This method is generally applicable to commercial and investment properties which are capable of producing a rental income. This process first involves the estimation of the economic rent the property is capable of producing. The appropriate expenses are then deducted, resulting in an estimate of net operating income. The income is then capitalized with an overall rate, resulting in the final value estimate.

In the case of the subject property, the appraisal assignment consists of the valuation of land only. As such, the Sales Comparison Approach is typically the only applicable method for the valuation of vacant land and has been the only method used in this analysis.

SALES COMPARISON APPROACH

The Sales Comparison Approach involves a value estimation based on an analytical process whereby similar properties that have recently been sold are compared directly with the subject property. In this effort, the appraiser has searched the vicinity of Highway 99 West commercial corridor for recent activity involving similar properties. A primary search objective has been to identify high visibility commercially zoned properties with good access to Highway 99W, also known as Pacific Highway. The search area has included portions of the City of Tigard, Sherwood, Newberg and McMinnville. Many commercial transactions were identified. Of the available data, the following transactions were helpful to the appraiser in estimating a value for the subject.

Comparable Land Sales

Sale No.	Location	Date	Price	Area/SF	Unit Price	Comment
1	2318 E. Portland Rd. (Hwy 99W-Newberg)	3/99	\$725,000	39,400 SF	\$18.40/SF	Auto zone
2	3745 E. Portland Rd. (Hwy 99W-Newberg)	3/98	\$604,116	45,966 SF	\$13.16/SF	Chevron
3	E. of 3745 E. Portland Rd. (Hwy 99W-Newberg)	Listing	\$600,000	47,045 SF	\$12.75/SF	For Sale
4	N. of 2305 Portland Rd. (Hwy 99W-Newberg)	Pending	\$125,000	16,635 SF	\$ 7.43/SF	Secondary site
5	13000 SW Pacific Hwy (Hwy 99, Tigard)	8/99	\$420,000	24,829 SF	\$16.92/SF	3 Houses on site
6	11680 SW Pacific Hwy (Hwy 99, Tigard)	6/99	\$800,000	37,026 SF	\$21.61/SF	Demolished old restaurant

SALES DISCUSSION

Sale No. 1 – Fry to Auto Zone, 3/99, \$725,000 - This sale involves a 39,400 square foot commercial property located on the south side of Pacific Highway in Newberg. The parcel is situated in a two-way section of traffic with access from both the east and west direction. The transaction marks the upper limit of value found throughout the Newberg commercial market. The appraiser notes, however, that this parcel consists of an interior location which would likely be considered inferior to a good corner location property. The parcel that is being sold is a portion of a formerly larger site. The property being sold includes approximately .9 acre immediately adjacent to the highway. The rear of the property will not be sold. This consists of .92 acre which is improved with an 8-unit apartment building constructed during 1961. The apartment building component is not a portion of the current sale.

Conversations with the seller indicate that several parties were interested in the property prior to signing the current sale agreement with Auto Zone. The other interested parties included

parties were interested in leasing the property, however Auto Zone, which is the current purchaser of the property preferred a land purchase rather than a lease. The owner indicates that the lease proposal submitted by Schuck's and Jack In The Box were competitive with the current sale price and would be a good fall-back position if the Auto Zone transaction was not completed.

The buyer intends to build a 5,280 square foot auto parts store with 33 parking spaces on the property. The seller will cover the cost of demolition of the existing restaurant as well as prepare the site surface for redevelopment, including compaction of the property's surface.

The property's frontage will be encumbered with a 35-foot wide driveway that will extend approximately 185 feet to the south along the property's western boundary. This will provide access to the apartments located to the south.

When discussing the price paid for the site with the property's seller, it is noted that he felt that the consideration was relatively generous in light of the property's characteristics. He attributed this to the fact that several parties were extremely interested in the property. Although the seller feels that the price was fair, he acknowledges that it was a good deal from his prospective. Additionally, the seller notes that the property has excellent access to Highway 99W with unrestricted left and right-turn capability from both directions of the highway. In this regard, he felt that the interior location of the site did not hinder its development potential as much as a corner location with more restrictive access issues. The transaction is reportedly going to close during late January of 2000. The consideration will involve cash to the seller.

Sale No. 2 - Abbott to Tee-Jay, I, LLC, 3/19/98 (recorded); January 1998 (negotiated), \$605,116 - This transaction involves a 1.06 acre commercial site with dimensions of approximately 128 feet wide by approximately 350 feet deep. The depth of the site exceeds typical commercial depth to frontage ratios. The property has controlled access to Highway 99W located to the south via a shared driveway that extends along the property's western boundary. The driveway leads to two adjacent properties and accesses Highway 99W at a signalized intersection. The signalized intersection also leads to a Fred Meyer shopping center located to the south. The property has no uncontrolled access along its entire frontage. At the time of sale, city sewer, water and power utilities were available near the site, however, they had to be extended to the property during the course of development. The parcel's access improvements, including the shared driveway, were paid for on a shared basis by the current property purchaser.

In addition to site improvement costs of approximately \$125,000, the buyer was required to pay an additional \$12,000 to the seller outside of escrow due to the fact that closing was delayed by two months. This raises the actual consideration paid for the site from a base price of \$605,116 to \$741,733 or \$16.14 per square foot. These figures have been tabulated in the following table.

Abbott to Tee-Jay I, LLC

Raw Land	\$605,116
One-third share improvements:	\$124,617
Delayed Closing Charges:	<u>\$ 12,000</u>
Total	\$741,733 or \$16.14/SF*

* The property's original site area contained 1.10 acres, however it was altered in an effort to widen the common driveway to three lanes as required by City of Newberg planners. The revised plan resulted in the sale property area including only 1.055 acres or 45,966 square feet. This figure has been applied to the consideration above, resulting in the indicated unit price.

Sale No. 3 – Abbott to Listing, Asking \$600,000 - This property was formerly listed with Paul Schram of Doug Bean & Associates for approximately two years. The asking price at that time was \$695,000 or \$14.75 per square foot. That listing expired during June of 1999. Since that time the property has been independently marketed by the current owner with an asking price of \$600,000 or approximately \$12.75 per square foot. The parcel is located adjacent to Comparable Transaction No. 2 and possesses many of the same characteristics. This property is deemed inferior however, due to its circuitous access which requires customers to cross over the adjacent Chevron business via a series of cross easements and driveways. The site has no direct access to Highway 99. The parcel will be subject to additional costs associated with the infrastructure development of the small subdivision that it is a part of. These costs are estimated at approximately \$125,000 based on the neighboring property's previous costs. Conversations with the seller indicate that the asking price considers the difficulty of access to the property as well as its above average depth in relation to its overall width. The property is not being aggressively marketed at this time, however, the seller will consider all offers presented.

After considering the required shared development costs of approximately \$125,000, the parcel indicates an effective asking price of \$725,000 or \$15.41 per square foot. Due to the fact that this market evidence is only a listing, it would prove only useful in establishing an upper value limitation for properties of this class in the Newberg market.

Sale No. 4 - Birginer to Undisclosed, Pending, \$125,000 - This pending transaction involves a 16,635 square foot site which is located behind Blockbuster Video along Highway 99W in Newberg. Access to the property will be secondary, requiring cross easements over and adjacent to the nearby Blockbuster Video store. The property will have shared parking with the adjacent Blockbuster business and may be improved with a building pad up to 5,000 square feet. Conversations with Cindy Sturm, the broker representing the property owner, indicate that the pending transaction involves a sale price that is very close to the asking price of \$125,000. Until the actual sale price can be confirmed, the \$125,000 figure will be used for purposes of analysis.

The primary reason for including this transaction in the report is to use it as a tool for adjustment of other transactions presented in this document. This property represents the contributory value of secondary commercial land. Although this parcel does have some visibility from Highway 99W, it would represent a second tier class of commercial land value. This transaction is to close sometime during January or February of 2000.

Sale No. 5 - Kerrins to Massih (LLC), 8/19/99, \$420,000 - This transaction involves a 24,829 square foot corner parcel of commercial land located in the southern portion of the City of Tigard. The property enjoys traffic count figures in excess of 55,000 average daily trips, as indicated by the Oregon Department of Transportation in the vicinity of Walnut and Highway 99W. This represents the upper end of the range of traffic volumes for most portions of the Highway 99W corridor between McMinnville and Portland. In this regard, this transaction is significantly superior to properties located in the Newberg area where average daily traffic counts involve approximately 39,000 cars per day. Even when considering the additional traffic volume generated by Villa Road, the traffic volume associated with this transaction would exceed that located near the subject property.

Conversations with the listing broker in this transaction indicate that the parcel is improved with three single-family residences which are currently being rented on an interim basis until such time as demolition and redevelopment can be achieved. The transaction was sold with some seller financing. The seller carried approximately \$270,000 for a term of five years at an undisclosed interest rate. The interest rate, however, was reportedly cash equivalent and has been considered as such for analysis purposes within this report.

The sale involves three separate tax lots with overall dimensions of approximately 167 feet along Pacific Highway and 287 feet along SW Frewing Street to the south. Overall, the site has good commercial configuration characteristics and above average access from Highway 99W. Vehicles are capable of turning left from southbound lanes on Pacific Highway as well as from Frewing Street onto Pacific Highway. Although the property enjoys uncontrolled access via SW Frewing Street, it is uncertain as to the access which will be allowed directly to Highway 99W in the after development situation. In any case, the property's access would be deemed convenient even if it were restricted to the SW Frewing Street frontage. The broker in this transaction indicated that although the parcel was purchased for commercial development, he was uncertain as to the time frame for redevelopment. The buyer may have had speculative motivation and did not intend to occupy the property at the time of sale.

Sale No. 6 – The Holland, Inc. to Floberg, et al, 6/16/99, \$800,000 – This sale involves a premium corner location at the intersection of SW Dartmouth and Pacific Highway or Highway 99W in Tigard. The .85 acre site sold with a cash consideration during June of 1999 in anticipation of a newly constructed Magnolia Hi-Fi retail store. The property is exposed to approximately 48,800 average daily trips along Highway 99W and an unspecified number of vehicle trips along SW Dartmouth. Due to the property's proximity to a nearby Costco Wholesale warehouse, it is assumed that the average daily trips in this vicinity exceed 50,000 trips per day.

The property was improved with a small drive-through restaurant structure prior to the transaction which was recently demolished. Conversations with the buyer of the property indicate that the demolition costs were insignificant in light of the overall development costs associated with the site. The sale price indicates an overall unit price for the property of \$21.61 per square foot. Additional costs include a six-foot right-of-way dedication requirement along SW Dartmouth as well as a half-street improvement bordering along the south side of the property to be shared with the neighboring Babies-R-Us developers. These costs were undetermined at the time of conversation with the property purchaser, however he indicated that they were considered to be relatively minor in relation to the overall development costs.

This land sale transaction was a part of an overall build/lease-back agreement between William Floberg and Magnolia Hi-Fi. The property has convenient access to necessary utilities within the adjacent street right-of-ways. The parcel has approximately 140 feet of frontage along SW Pacific Highway and 245 linear feet of frontage along SW Dartmouth. Access to Highway 99W will consist of a right-in, right-out driveway. Additional access to the property will be provided along the south boundary of the site. This access will consist of a shared driveway with the adjacent Babies-R-Us property.

This property represents the upper tier of commercial land values along the Highway 99W corridor ranging from Portland to McMinnville. The site has extremely good traffic volume characteristics and enjoys the benefit of being in close proximity to several big box style retailers, including Costco, Babies-R-Us, Office Depot and Waremart Foods. The location of the property, combined with its relatively convenient access to nearby Interstate 5, as well as State Route 217, elevate this property's status to a high quality commercial location. This parcel is considered significantly superior to the subject property and has been included as background evidence of upper market values along the Highway 99 corridor.

ADJUSTMENTS

Terms

Conversations with the parties involved with each of the above transactions indicate cash or cash equivalent considerations for all comparables. As such, no adjustment is deemed necessary for cash equivalency.

Miscellaneous Adjustments

Due to a variety of variables associated with each of the transactions, several adjustments must be considered prior to adjusting the sales for the element of time.

Sale No. 2 involved additional costs to the buyer beyond the consideration paid for the land. In addition to the land costs, the property purchaser paid \$124,617 in shared site development costs as well as an additional \$12,000 paid outside of escrow due to a delayed closing. This brings the total consideration to \$741,733, resulting in an unit price of \$16.14 per square foot,

based on a net site size of 45,966 square feet. This figure will be applied in the following time adjustment tabulation.

Transaction 3 which consists of a listing has an asking price of \$600,000. However, an additional site development fee of \$124,617 will be passed on to the buyer, resulting in a total asking price of \$724,617 or \$15.40 per square foot of net usable area.

After considering the above adjustments, the appraiser will next consider the element of time as it relates to each of the transaction prices.

Time Adjustments

Due to the sporadic nature of the Newberg area commercial land market, a meaningful paired sales analysis was not identified. The appraiser notes that several land transactions located away from the 99 corridor may or may not indicate a consistent time trend. The appraiser would have considered such data, however due to differences in demand for second tier commercial property, an analysis of these parcels would have proved to be misleading.

Evidence of an appreciating market is illustrated by Sale No. 1. This sale demonstrates a general trend of appreciation based on a sale and subsequent resale of the property. The parcel originally contained 1.82 acres which was improved with an 8-unit apartment building as well as a small house along Highway 99. The parcel was purchased in its entirety during 1994 for \$330,000. The same parcel sold in March of 1999 for \$544,320, resulting in a 13% per year increase over a 5-year period. Subsequently, the property owner partitioned the front .92 acre, adjacent to Highway 99W which is the portion of the property that is involved in the currently pending sale known as Transaction No. 1 within this report.

Due to the fact that the property represents a mixed use and is partially improved, this transaction is not the most reliable indicator of market appreciation within the Newberg commercial property class. It does, however, point to a general trend of appreciation in properties located along Highway 99W. It is felt that this transaction generally overstates the actual appreciation rate and would establish the upper end of the possible appreciation over the past several years.

Based on this transaction, combined with anecdotal evidence such as interviews with market participants and brokers, the appraiser has concluded a general appreciation rate of 10% per year or .83% per month over the time frame represented by the comparable data indicated within this report. Based on this conclusion, the comparable sales have been adjusted as noted in the following tabulation.

Time Adjustment
(+10% per year or .83% per month)

Sale No	Adjusted Price	Months Since Sale	Adjustment Factor	Time Adjusted Price	Adjusted Unit Price
1	\$725,000	9	1.0747	\$779,158	\$19.78/SF
2	\$741,733	21	1.1743	\$871,017	\$18.95/SF
3	\$724,617	Listing	N/A	\$724,617	\$15.40/SF
4	\$125,000	Pending	N/A	\$125,000	\$ 7.51/SF
5	\$420,000	4	1.0332	\$433,944	\$17.48/SF
6	\$800,000	6	1.0498	\$839,840	\$23.64/SF

Analysis

The comparable sales noted above indicate a range from a low of \$7.51 per square foot to a high of \$23.64 per square foot. The low end of the range is occupied by pending transaction No. 4. This data was included primarily as evidence of secondary land values located in low exposure proximities in relation to Highway 99W. The high end of the range is occupied by transaction 6 which is situated in a superior location at the corner of Highway 99W and Dartmouth in the City of Tigard. This sale was included primarily as evidence of the upper end of the highway commercial market in both Washington and Yamhill Counties. This sale is superior to the subject property.

The closest sales with respect to location and overall comparability are Sales 1 and 2. both transactions are located on the Highway 99W commercial corridor within the City of Newberg. However, site configuration and access varies greatly between these two parcels. Sale 1 consists of an interior location and was sold essentially on a development ready basis. Although the interior location of this property may be seen as a negative in some respects, the property seller notes the unrestricted access from both directions of Highway 99W. The parcel represents the upper limit of value in the Newberg commercial market, regardless of location or site orientation.

Transaction 2 possesses somewhat different characteristics than Sale No. 1 in that the parcel is accessed via a signalized intersection which restricts the ingress and egress of passing vehicles. Although the parcel has relatively good exposure to Highway 99W, it is considered inferior with respect to convenient vehicle access and overall site circulation. Additionally, this property included a relatively deep frontage to depth ratio with an overall property depth of approximately 348 feet and a frontage width of approximately 130 feet. This resulted in a difficult configuration for development. It is likely that the northern quarter of the property contributed to the overall sale price at a lesser rate than the front portion of the site. This is evidenced by Sale No. 4 which included only secondary commercial land behind a Blockbuster Video along Highway 99W. Although a specific allocation of the site values has not been made, these factors have been considered in the overall bracketing analysis.

Comparable Listing No. 3 is located immediately adjacent to and east of Sale No. 2. This parcel has an effective asking price of \$15.40 per square foot when considering the required site development fees. Although the parcel is not being aggressively marketed at this time, it is noted that the site has enjoyed a relative lack of interest in the past two years. Primary reasons for this include the difficult access situation requiring vehicles to cross over the adjacent Chevron property as well as using a single signalized access driveway to enter and exit from Highway 99W. In light of the fact that the \$15.40 per square foot figure is an asking price, this would represent the most that this parcel would possibly be worth when considering the principle of substitution. This property is considered inferior to the subject.

Sales 5 and 6 are both located outside of the immediate vicinity of Newberg. They have been included in the report primarily as a tool to provide prospective on the overall Newberg commercial market. Both property locations are considered to be superior due to higher traffic counts in the Tigard area. These sales would mark the upper limit of value for properties of this class due to their superior location. Sale 5 enjoys very good traffic exposure with an average of approximately 55,000 cars per day passing along the site at Highway 99W. The property was purchased primarily on speculation for future commercial development. The owner is holding the current site improvements as an interim use until such time as she becomes ready to develop the site.

In light of the subject property's excellent exposure and corner location, combined with its relatively small parcel size, the appraiser has determined that an appropriate unit price for the overall subject site area is \$18.00 per square foot.

Concluded Subject Property Overall Unit Value: \$18.00/SF

35. DETAILED DESCRIPTION OF THE TAKING

The proposed acquisition includes two parcels. Namely, Parcel 1 which consists of a 2,734 square foot or 254 square meter fee acquisition. The second parcel consists of a 1,916 square foot permanent easement for slopes, water, gas, electric, communication service lines, fixtures and facilities.

Parcel 1 – Fee Acquisition (2,734 SF or 254 M²)

Parcel 1 is situated adjacent to the right-of-ways of Villa Road and Highway 99W along the subject's entire road frontage area. The parcel has an irregular configuration with widths varying between 8 and 20 feet. Two portions of the parcel had been previously encumbered by slope easements. For this reason the parcel will be broken into two categories during the valuation discussion of this report. The categories will be known as Component A which will consist of the northerly 5-foot wide slope easement and Component B which will consist of the easement along the Villa Road right-of-way. Due to similarities with the remainder of the parcel, Component B will also include the adjacent unencumbered land area.

Component A:

The land lying within Component A is generally limited to the northerly 5 feet of the parcel. This area has been previously precluded from any further structural development due to the restrictions outlined within the slope easement encumbrance. For this reason, the site's development utility in this vicinity has been significantly reduced in the Before condition. Rough calculations based on ODOT acquisition maps indicate a total area for this component of approximately 175 square feet. The remainder of Parcel 1, or 2,559 square feet, has been labeled Component B.

Component B:

Component B consists of the Parcel 1 fee taking located outside of the northern slope easement area. The westerly slope easement is contained within Component B. This area has approximately 790 square feet, according to the recorded easement document. The document goes on to explain that structural development is still allowed within this vicinity as long as it does not disturb the lateral support of the adjacent Villa Road right-of-way. In light of the relatively level topography throughout the entire roadway alignment, the appraiser has concluded that the easement has little impact on the development capability of the site in the Before condition. For this reason, it will be considered to contribute to the subject property's underlying land value at the same rate as the remainder of Component B which lies outside of any recorded encumbrance. Component B of Parcel One has approximately 2,559 square feet.

Landscaping/Parking Surface:

Landscaping throughout most of Parcel 1 consists of bark covered flower beds with three deciduous trees. Portions of the landscaping extend easterly onto Parcel 2 which will be discussed below. All parking surfaces will be replaced or repaired within the remainder areas as part of the project.

Parcel 2 – Permanent Utility and Slope Easement (1,916 SF or 178 M²)

Parcel 2 consists of a permanent easement for slopes, water, gas, electric and communication service lines, fixtures and facilities. This is generally a broad category of uses which may result in infrastructure being placed on the surface of the property. The appraiser has made the assumption that any such infrastructure such as telephone switching equipment will be situated in an area of the property that does not preclude any currently available surface uses of the site such as parking and vehicle circulation. Most of the Parcel 2 area consists of paved parking. A small portion of the parcel located near its south half is landscaped in a similar fashion as the Parcel 1 area.

The appraiser must first consider the impact of the neighboring Parcel 1 Fee Acquisition. After considering Parcel 1 the appraiser notes that the city's 20-foot setback requirement precludes any future structural development throughout the entire Parcel 2 area. In this regard the Parcel 2 area is only available for surface oriented uses in the Before condition. The additional

restrictions placed on this portion of the property due to the slope and utility easement will be nominal.

EFFECTS ON REMAINDER

Overall, the effects on the remainder of the subject property will be minimal. The site is generally considered substandard with respect to viable commercial development standards in the Before condition. However, the appraiser has concluded that the property's Highest and Best Use is for an assemblage with neighboring property owners. Therefore, the remainder parcel will contribute at an assemblage rate much as it did in the Before condition. In other words, the parcel consisted of a sub-standard sized site in the Before condition with respect to individual development characteristics and it remains as such in the After condition with little, if any, loss in overall property utility.

VALUATION OF TAKING

PARCEL 1 – FEE

As discussed earlier in the report, the appraiser has chosen to break Parcel 1 into two separate valuation components. Namely, Component A which consists of the land located within the existing 5-foot wide slope easement along the northern portion of the property and Component B which consists of the remainder of the parcel.

Component A:

The land utility within Component A has previously been reduced by its encumbered nature. Structural development has been precluded under the terms of the existing easement in this area. Although it is unlikely that this portion of the property would have been developed with significant structural improvements, the area could have sustained site improvements such as signs, etc. prior to the existing encumbrance. For this reason, a nominal deduction to the concluded underlying fee value will be made. The underlying fee value has previously been determined at \$18.00 per square foot, which would result in a total underlying property value as tabulated below:

$$175 \text{ SF} \times \$18.00/\text{SF} = \$3,150$$

The appraiser has allocated a discount not to exceed 10% to account for the previously encumbered nature of the land within this vicinity. This has been tabulated as follows:

$$\begin{aligned} \$3,150 \times .90 &= \$2,835 \\ &\text{(Rounded } \$2,800) \end{aligned}$$

Component B:

Component B consists of the land lying outside of Component A within Parcel 1. This portion of the property has a total area of approximately 2,559 square feet as calculated by the appraiser. Although 790 square feet of this portion of Parcel 1 is also encumbered by an easement, the language of the easement does not preclude any development. Therefore, this entire portion of Parcel 1 is available for sign construction, etc. The appraiser will calculate its contributory value to the overall site based on its full underlying fee value. This may be tabulated as follows:

$$\begin{aligned} 2,559 \text{ SF} \times \$18.00/\text{SF} &= \$46,062 \\ &\text{(Rounded } \$46,000) \end{aligned}$$

Parcel 1 – Summary

Component A	\$ 2,800
Component B	<u>\$46,000</u>
Total Parcel 1	\$48,800

The above figures indicate contributory value associated with the property's land only. Any value associated with the existing site improvements will be discussed later within the report.

PARCEL 2 – PERMANENT EASEMENT

After considering the impact of Parcel 1, the appraiser will analyze the value impact associated with the Parcel 2 Acquisition. The city's 20-foot wide setback requirement essentially has been moved beyond the rear boundary of Parcel 2 in this instance. Therefore, this entire area has been reduced to an unbuildable status in the Before condition. The loss of utility associated with the Parcel 2 acquisition is considered to be nominal and would not exceed 10% of the original land utility.

As previously determined, the property's underlying land value contributes at an overall unit price of \$18.00 per square. Parcel 2 has a total area of 1,916 square feet. Therefore its fee value may be tabulated as follows:

$$1,916 \text{ SF} \times \$18.00/\text{SF} = \$34,488$$

The impact of the proposed easement will have a nominal affect on the land's overall utility. It has been determined that the permanent easement would not remove more than 10% of the parcel's existing utility. If utility may be equated with value, then the total loss of value in this vicinity would not exceed 10%. This may be tabulated as follows:

$$\text{Underlying Fee Value } \$34,488 \times 10\% \text{ loss in value} = \$3,449$$

Parcel 2: \$3,449

LANDSCAPE CONTRIBUTION

As noted earlier in the report, the subject is improved with landscaping and parking surface. First the appraiser will consider the contributory value of the landscape items. Based on rough calculations derived from ODOT engineering diagrams, and an on-site visual inspection of the property, it would appear that approximately two-thirds of the overall acquisition area consists of landscaped surface. The acquisition area consists of a total of 4,650 square feet. Therefore, two-thirds of this figure would result in a total landscaped area of 3,097 square feet. This is the base area that will be used to calculate the subject property's landscape contribution value.

The property has been classified as low-cost, small area landscaped surface, according to the Marshall Valuation Guide published December 1999. This classification is defined in section 66, page 8 of said publication. The document indicates a replacement value of \$2.95 per square foot of landscaped surface. This has been multiplied by the approximate landscaped area of 3,097 square feet to arrive at a total landscape replacement cost. This may be tabulated as follows:

Landscape Replacement Cost

Landscape Area 3,097 SF x \$2.95/SF = \$9,136 (Rounded \$9,100)

The appraiser has concluded that the Highest and Best Use of the subject is for continued use in conjunction with neighboring properties. In light of the potential for redevelopment of the site in the near future, the existing site improvements contribute value only on an interim basis. A subjective contribution value for the landscape items has been concluded based on roughly one-third of the concluded replacement cost. This has been tabulated below.

Replacement Cost: $\$9,100 \div 3 = \$3,030$

Landscape Contribution \$3,030

Paved/Curbed Parking Surface Area:

The subject's fee taking component has approximately 500 square feet of asphalt surface which will be acquired. In addition to the compensation awarded to the property owner for land value, the appraiser has considered the contributory value of the associated asphalt surface.

Cost estimates for asphalt parking surface vary widely depending on the size and nature of the improvements. In the case of the subject, the asphalt surface appears to be relatively worn and in need of either sealing or repaving in the near future. The Marshall Valuation Service (Section 66, Page 2, 12/99) indicates an appropriate replacement value for parking surface similar to the subject's at approximately \$2.50 per square foot. This corresponds with information provided by other Portland area contractors. This estimated replacement cost new will be applied to the 500 square foot surface within Parcel 1.

$\$2.50/\text{SF} \times 500 \text{ SF} = \$1,250$

In light of the potential for redevelopment of the subject property, combined with the physically deteriorated nature of the surface, the appraiser has concluded a lump sum depreciation figure which would not exceed approximately two-thirds of the asphalt surface's reconstruction cost. This results in a contribution value of approximately one-third of the reconstruction cost new figure noted above. This may be tabulated as follows:

$\$1,250 \div 3 = \417

Parking Surface Contribution With Parcel 1: \$417

Per ODOT, all flatwork such as concrete and asphalt within the Parcel 2 easement area will be replaced as part of the project. Therefore, no compensation has been awarded for these items.

SITE IMPROVEMENT SUMMARY

Landscape Surface:	\$3,030
Asphalt Surface:	<u>\$ 417</u>
Total Site Improvement:	\$3,449

OVERALL VALUATION SUMMARY

Parcel 1 – Fee Taking	2,734 SF	\$48,800
Parcel 2 – Permanent Utility & Slope Easement	1,916 SF	<u>\$ 3,449</u>
Land		\$52,249
Site Improvements		
Landscape	\$3,030	
Asphalt	<u>\$ 417</u>	
Total Improvements:		<u>\$ 3,447</u>
TOTAL (Land & Improvements):		\$55,696

DAMAGES TO REMAINDER

After an analysis of the potential uses of the subject property, it has been determined that the Highest and Best Use of the site is for assemblage or use with neighboring property owners. Although the site will be reduced to an area less than the minimum required for individual structural development, this will have little impact on the assemblage value of the property and therefore no damage to the remainder has been determined.

SPECIAL BENEFITS

No special benefits to the subject property have been identified.

ALLOCATION SHEET**TOTAL VALUE OF THE TAKING IS ALLOCATED AS FOLLOWS:****57. LAND**

<u>LAND CLASSIFICATION</u>	<u>AREA</u>	<u>UNIT PRICE</u>	
1. Parcel 1 Fee Taking	2,734 SF @	\$17.85/SF	\$48,800
2. Parcel 2 Utility Esmt.	1,916 SF @	\$ 1.80/SF	\$ 3,449
TOTAL FOR LAND.....			\$ 52,249

58. IMPROVEMENTS IN TAKING

1. Landscaping (approx. 3,097 SF)	\$	3,030
2. Asphalt Surface (approx. 500 SF)	\$	417
TOTAL IMPROVEMENTS.....		\$ 3,447

59. VALUE OF TAKE (Land and Improvements)..... **\$ 55,696**

60. DAMAGES TO REMAINDER: LAND AND IMPROVEMENTS**INCURABLE**

1. None \$ N/A

TOTAL INCURABLE DAMAGES..... **\$ N/A**

CURABLE (Cost to Cure Estimates)

1. None \$ N/A

TOTAL COST TO CURE..... **\$ N/A**

TOTAL DAMAGES TO REMAINDER (Curable Plus Incurable)..... **\$ N/A**

61. SPECIAL BENEFITS.....None..... **\$ N/A**

62. NET DAMAGES (Total Damages Minus Special Benefits..... **\$ N/A**

63. FAIR MARKET VALUE..... **\$ 55,696**

Rounded \$ 55,700

64. FENCING ALLOWANCE: N/A LF @ \$ N/A /LF = \$ N/A

STATEMENT OF INSPECTION AND OWNER CONTACT

The appraiser informed the property owner of intent to inspect the site in a letter dated November 15, 1999. Subsequently, Mr. Larry Anderson of the City of Newberg contacted the appraisers regarding a potential inspection. An appointment was made to meet on site with Mr. Anderson on December 2, 1999. John Donnerberg and George W. Donnerberg, MAI were present along with Larry Anderson of the City of Newberg at that time. This date establishes the date of value for this report.

CERTIFICATION OF APPRAISER

I hereby certify: that on * December 2, 1999, I personally made a field inspection of the property herein appraised and have afforded the property owner or his personally designated representative the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based is correct; subject to the limiting conditions here set forth.

That I understand that such appraisal may be used in connection with the acquisition of property for a project to be constructed by the State of Oregon with the assistance of Federal-aid highway funds or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of property for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

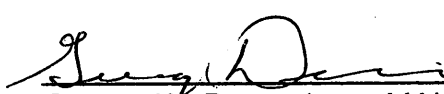
That I have not revealed the findings and results of such appraisal to anyone other than the property officials of the acquiring agency of said State or officials of the Federal Highway Administration and I will not do so until so authorized by said State officials, or until I am required to do so by due process of law. It is clearly understood by me that this appraisal has been requested by the Oregon State Highway Division for the purposes of negotiations or contemplated or pending litigation to acquire the property evaluated herein; that I will provide such additional appraisal services as may be requested by the Oregon State Highway Division in the valuation of this property; and, if called upon to do so, I will defend this appraisal in court.

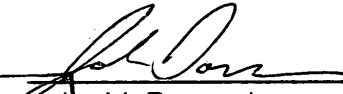
That any decrease or increase in the fair market value of the real property herein appraised, prior to the date of valuation, which decrease or increase, other than that due to physical deterioration within the reasonable control of the owner(s), was caused by the public improvement for which the property is being acquired, or by the likelihood that the property would be acquired for such improvement, has been disregarded in determining the compensation for the property.

That my opinion of fair market value for the acquisition, including damages, if any, to the remaining property, as of ** December 2, 1999 is ***\$ 55,700 based upon my independent appraisal and the exercise of my professional judgment, and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.

April 11, 2000

(Date)


George W. Donnerberg, MAI
OR Cert. #C000075


John V. Donnerberg
Oregon Cert. #000554

* Date(s) subject was inspected.

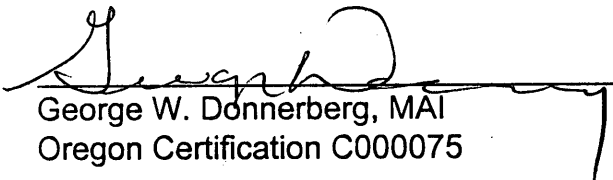
** Date of valuation.

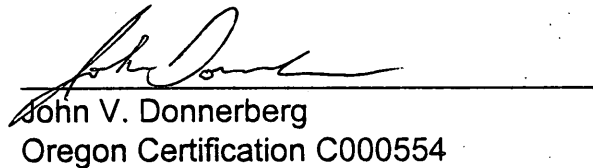
*** Value of property to be acquired.

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal unbiased professional analyses, opinions and conclusions.
- ◆ We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- ◆ Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- ◆ Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- ◆ George W. Donnerberg, MAI, and John V. Donnerberg have made a personal inspection of the property that is the subject of this report.
- ◆ No one provided significant professional assistance to the persons signing this report.
- ◆ The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Practice of the Appraisal Institute.
- ◆ We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ◆ As of the date of this report, George W. Donnerberg, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.


George W. Donnerberg, MAI
Oregon Certification C000075


John V. Donnerberg
Oregon Certification C000554

ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

1. The property description used in this report is assumed to be reasonably correct.
2. No survey of the property has been made by the appraiser, and no responsibility is assumed in connection with such matters. Maps in this report are included only to assist the reader in visualizing the property. Property dimensions and size should be considered as approximate.
3. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. the property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. the presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

10. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
11. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefor.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety.
13. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
14. The liability of the appraiser, his employees and subcontractors is limited to the initial employer (client) only, and only up to the amount of the fee actually received from the assignment. Further, there is no accountability, obligation, or liability to any third party. If the appraisal report is placed in the hands of anyone other than the initial employer, the initial employer shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency (if any) in the property.
15. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing assumptions and limiting conditions.

PHOTOGRAPHS OF SUBJECT PROPERTY



1999-128-01 (99-081)

Facing southeast, viewing subject property as seen from adjacent Arctic Circle business.



1999-128-05 (99-081)

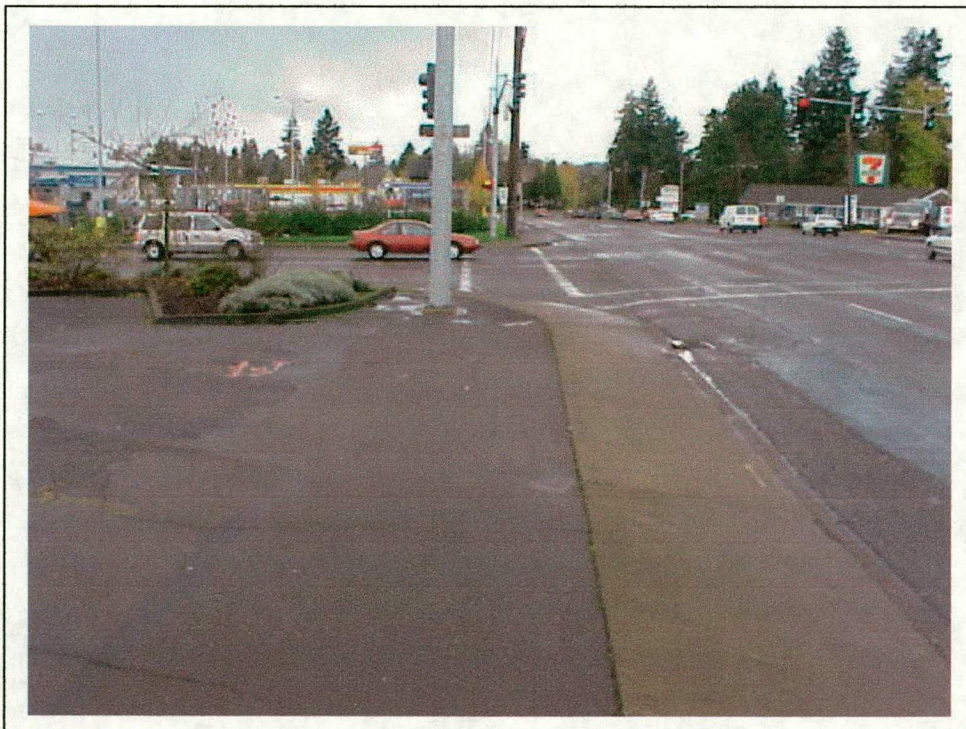
Facing north, viewing subject property as seen from south end of Arctic Circle drive-through.

PHOTOGRAPHS OF SUBJECT PROPERTY



1999-128-07 (99-081)

Facing north, viewing subject property near its southern tip.



1999-128-02 (99-081)

Facing west, viewing corner of Villa Road and Highway 99W in vicinity of subject property.

Location Map

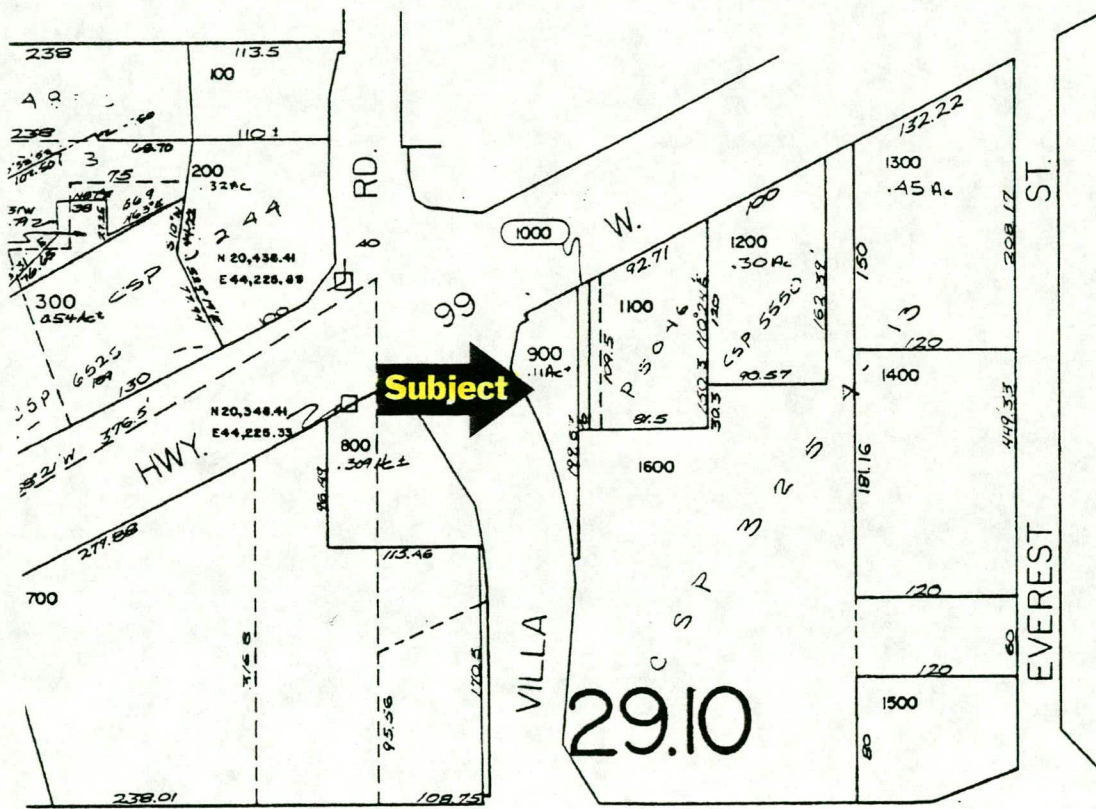
NE.1/4 NW1/4 SEC.20 T3S. R2W. W1/4.

YAMHILL COUNTY

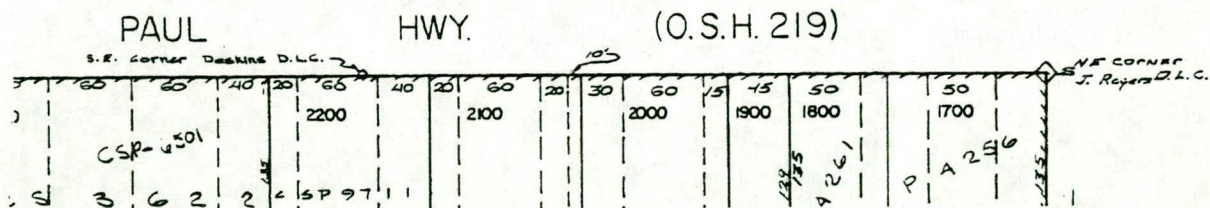
3 2 20BA
NEWBERG
AERIAL 2DD 160
CANCELLED 3800

1" = 100'

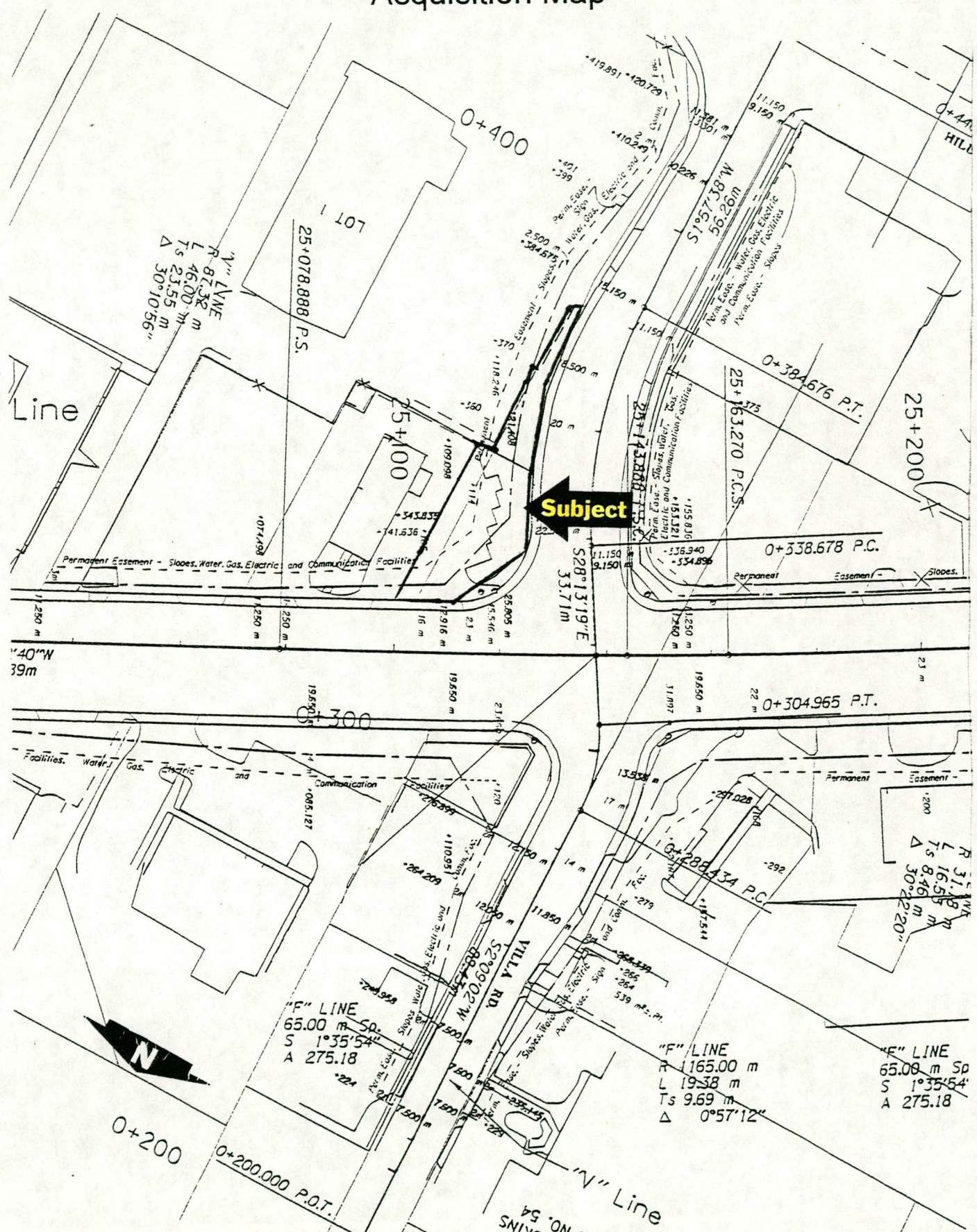
SEE MAP 3 2 17CD



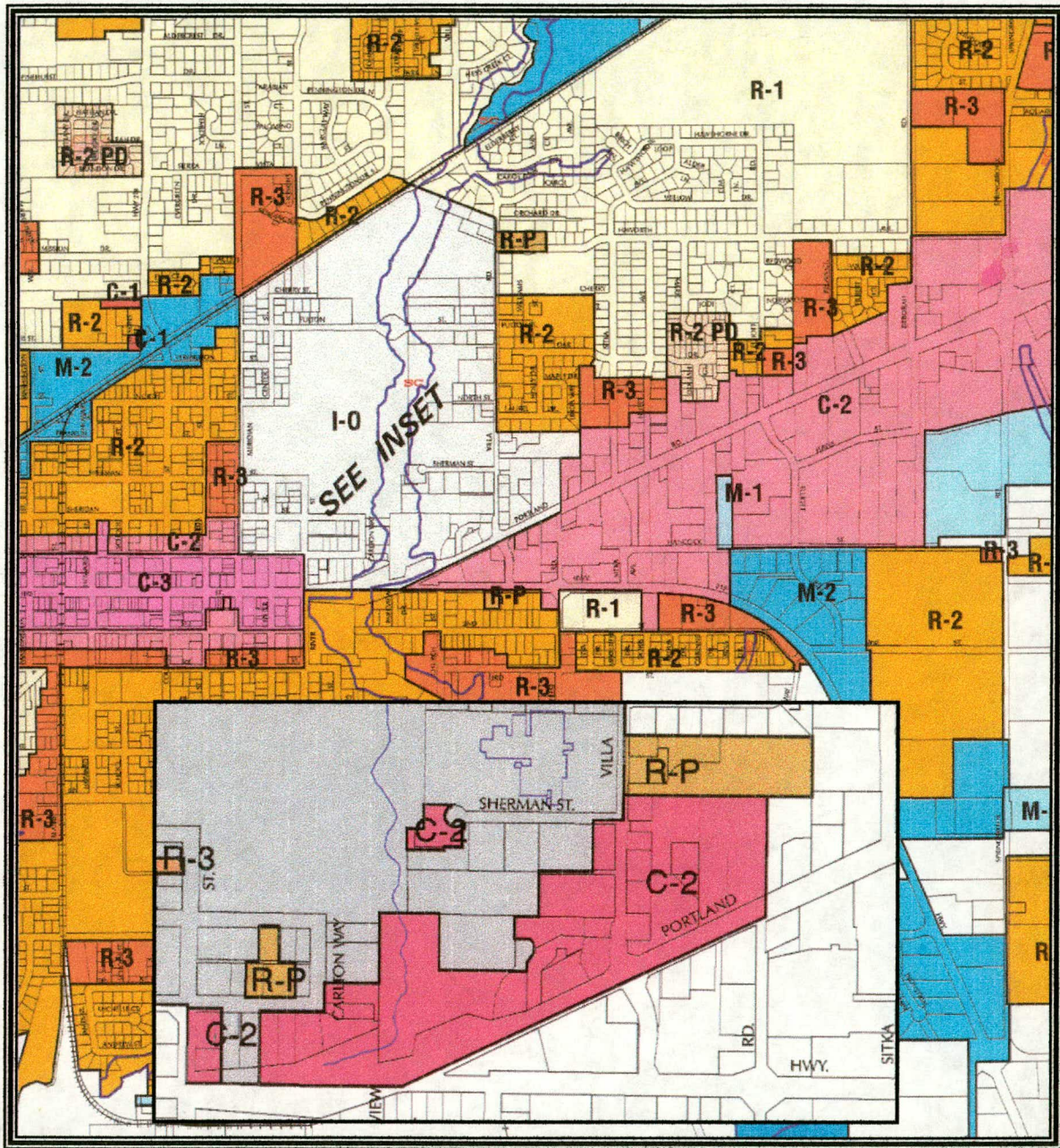
SEE MAP 3 2 20AB



Acquisition Map

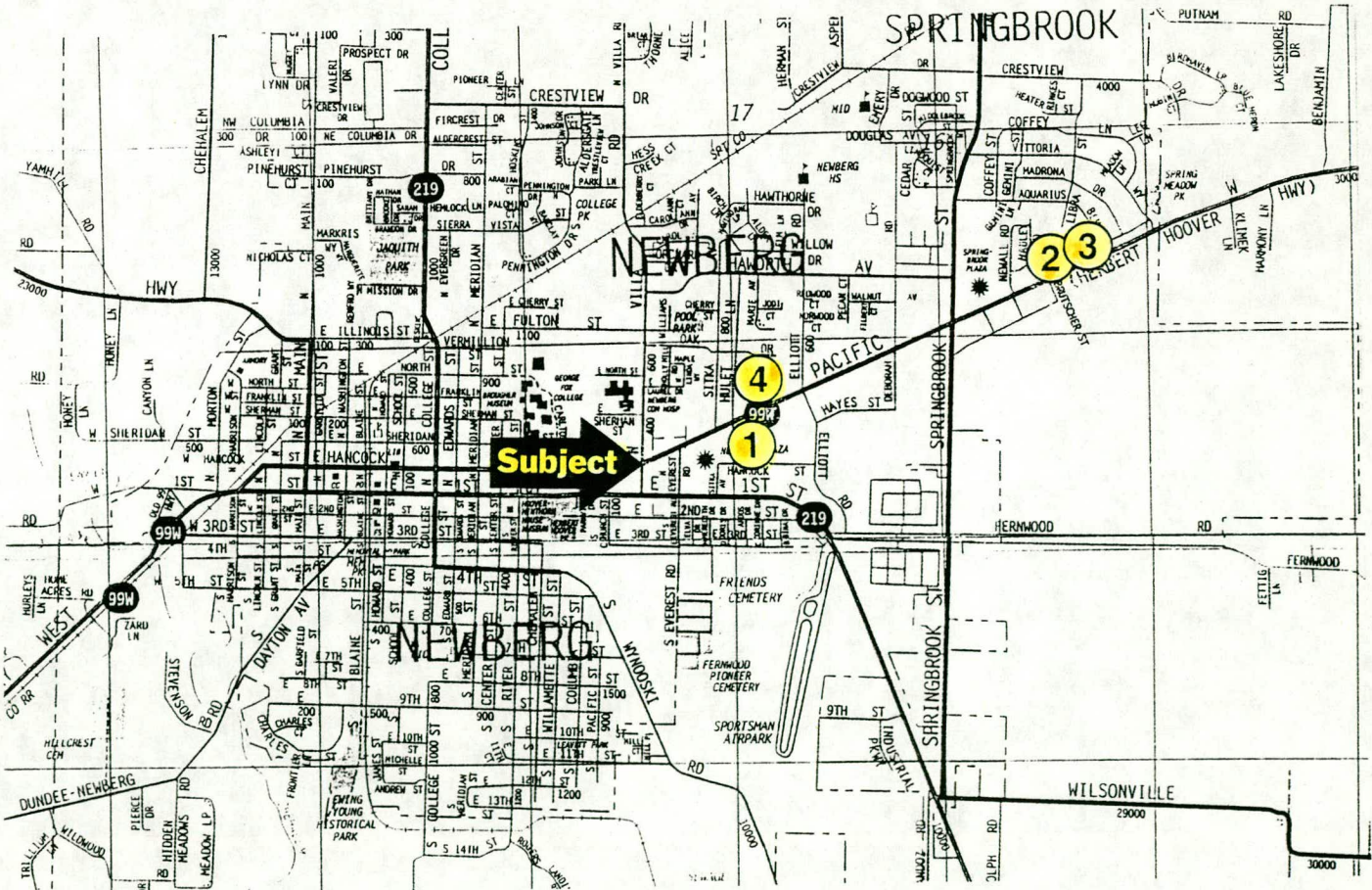
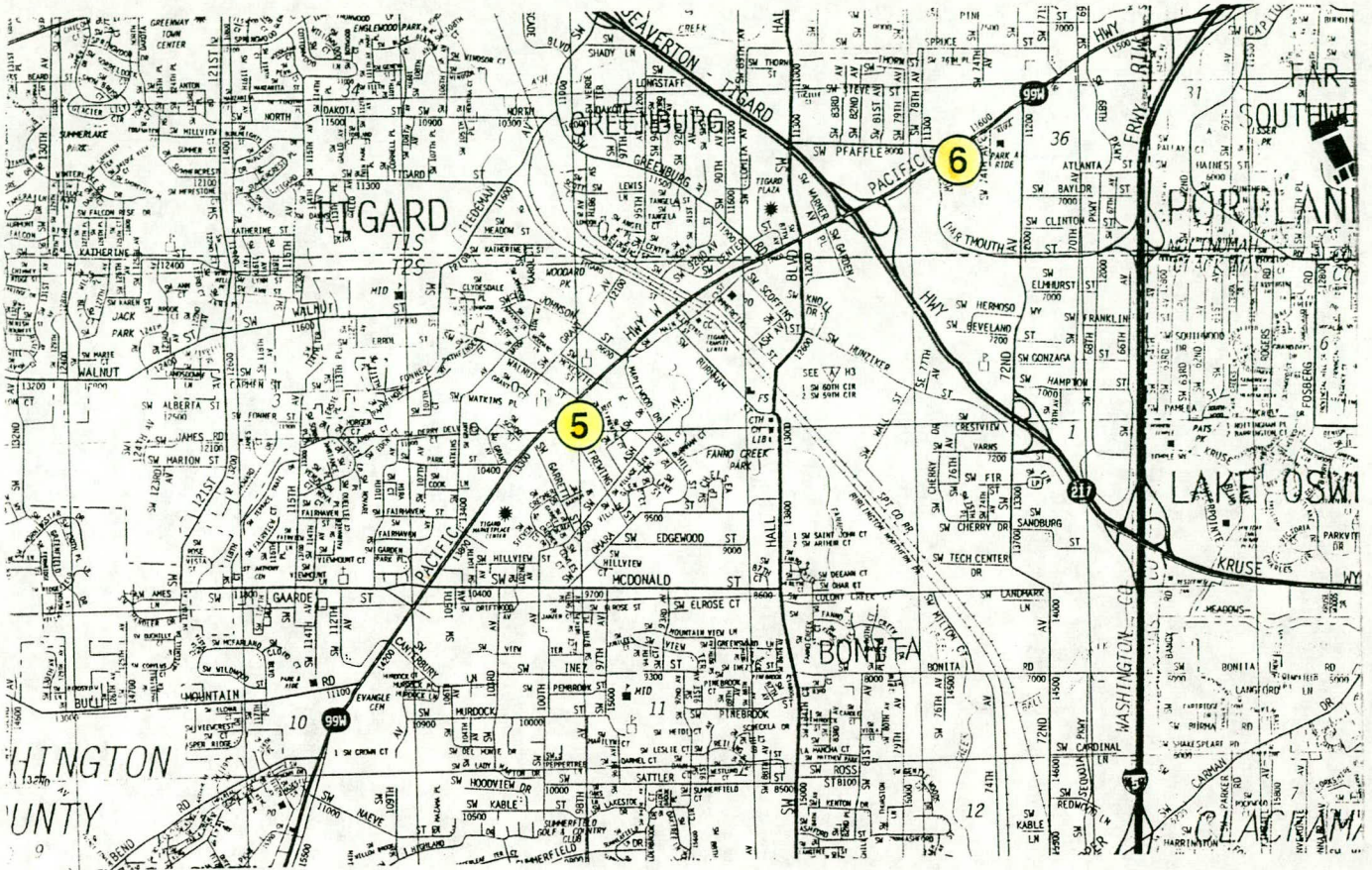


Newberg Zone Map



-  C-2 Community Commercial
-  R-P Residential Professional

Comparable Land Sales Map



UNIMPROVED LAND COMPARABLE SALESale No. 1

Address/Location	2318 E. Portland Road (Highway 99W)						
City	Newberg	County	Yamhill				
Township	3S	Range	2W	Section	20AB	Tax Lot	Ptn of 400
Neighborhood Description	Fully developed commercial strip along Highway 99W						
Average []	Above Average [☒]		Below Average []				
Zone	C-2	Comp Plan Designation	Community Commercial				
Uses Permitted	Commercial uses commonly found in commercial strips/suburban location.						
Present Use	The Noodle restaurant will be removed from portion sold.						
Highest and Best Use at Date of Sale	Redevelopment site for retail use						
Land Area	39,400 square feet	Dimensions	See map				
Assessed Value: Land \$	N/A	Improvements \$	N/A	Taxes \$	N/A		
Date of Sale	Negotiated 3/99 to close first quarter 2000						
Consideration \$	725,000	Unit Price \$	18.40/SF				
Grantor	Douglas A. Fry	Grantee	Auto Zone				
Recording Data	Net yet recorded	Transfer By	N/A				
Financing Terms	Cash						

Describe Land Based Upon Features Related to its Highest & Best Use (such as existing encumbrances, available services, drainage, topography, access and accessibility) - An at grade inside parcel with 195 feet of highway frontage and 215 feet average depth. The adjoining Highway 99 has five lanes, including center turn and carries 36,000 ADT at this location. All utilities are available. There are no contamination issues from the former restaurant use and the pending sale agreement requires the seller to remove all existing structures. The west 35 feet of the site will be encumbered with a common driveway easement for access to the 8-unit apartment building to the south.

Verification:

Name	Douglas Fry	Address	Newberg
Phone	503-538-1380	Relationship to Sale	Seller
Name	Steve Calkins	Address	C. & E. Realty
Phone	625-4336	Relationship to Sale	Broker

Remarks & Motives - This sale involves a 39,400 square foot commercial property located on the south side of Pacific Highway in Newberg. The parcel is situated in a two-way section of traffic with access from both the east and west direction. The transaction marks the upper limit of value found throughout the Newberg commercial market. The appraiser notes, however, that this parcel consists of an interior location which would likely be considered inferior to a good corner location property. The parcel that is being sold is a portion of a formerly larger site. The property being sold includes approximately .9 acre immediately adjacent to the highway. The rear of the property will not be sold. This consists of .92 acre which is improved with an 8-unit apartment building constructed during 1961. The apartment building component is not a portion of the current sale.

Unimproved Land Sale No. 1 (Continued)

Conversations with the seller indicate that several parties were interested in the property prior to signing the current sale agreement with Auto Zone. The other interested parties included Schuck's Automotive as well as Jack In The Box fast food. The Schuck's and Jack In The Box parties were interested in leasing the property, however Auto Zone, which is the current purchaser of the property preferred a land purchase rather than a lease. The owner indicates that the lease proposal submitted by Schuck's and Jack In The Box were competitive with the current sale price and would be a good fall-back position if the Auto Zone transaction was not completed.

The buyer intends to build a 5,280 square foot auto parts store with 33 parking spaces on the property. The seller will cover the cost of demolition of the existing restaurant as well as prepare the site surface for redevelopment, including compaction of the property's surface.

The property's frontage will be encumbered with a 35-foot wide driveway that will extend approximately 185 feet to the south along the property's western boundary. This will provide access to the apartments located to the south.

When discussing the price paid for the site with the property's seller, it is noted that he felt that the consideration was relatively generous in light of the property's characteristics. He attributed this to the fact that several parties were extremely interested in the property. Although the seller feels that the price was fair, he acknowledges that it was a good deal from his prospective. Additionally, the seller notes that the property has excellent access to Highway 99W with unrestricted left and right-turn capability from both directions of the highway. In this regard, he felt that the interior location of the site did not hinder its development potential as much as a corner location with more restrictive access issues. The transaction is reportedly going to close during January or February of 2000. The consideration will involve cash to the seller.

I do ☒ do not ☐ consider this sale representative of the market.

This sale is ☐ is not ☒ a sale of a remainder property from a former right-of-way or other eminent domain taking.

Date Inspected December 1999 **Signed** John V. Donnerberg & George W. Donnerberg, MAI

(1999-127-25) 99-081

UNIMPROVED LAND COMPARABLE SALESale No. 2

Address/Location	3745 E. Portland Road		
City	Newberg	County	Yamhill
Township	3S	Range	2W
	Section	16CA	Tax Lot
Neighborhood Description	East end of the Highway 99W commercial strip		
Average []	Above Average [☒]		Below Average []
Zone	C-2	Comp Plan Designation	Community Commercial
Uses Permitted	Commercial uses commonly found in commercial strips/suburban location.		
Present Use	Vacant, undeveloped land when sold. Developed to Chevron C-Store/carwash		
Highest and Best Use at Date of Sale	As subsequently developed		
Land Area	1.06 acres, net or 45,966 sq. ft.	Dimensions	128'-138' wide by avg. 348'
Assessed Value: Land \$	211,396	Improvements \$	0
		Taxes \$	211,396
Date of Sale	March 19, 1998 closing date – January 1998 effective date.		
Consideration \$	605,116	Unit Price \$	13.16/SF – see remarks
Grantor	David F. Abbott	Grantee	Tee Jay I, LLC
Recording Data	98-04781	Transfer By	Warranty Deed
Financing Terms	Cash		

Describe Land Based Upon Features Related to its Highest & Best Use (such as existing encumbrances, available services, drainage, topography, access and accessibility) - An above grade gently sloping site with 142 feet of frontage on the north side of Highway 99W. Access to the highway is indirect via a common driveway that extends 379 feet along the property's west line. City sewers, water and all power utilities were available, but had not been extended, nor were street improvements in place. The minor partition plat was approved August 1997 but the property was not developed when sold. The original partitioned site contains 1.10 acres. It was altered to widen the common driveway to three lanes, and provide improved turning radius at the northwest and southwest property corners. The revised plan results in a 45,966 square foot usable site (1.055 acres).

Verification:

Name	Dr. David Abbott	Address	Tuality Clinic, Hillsboro
Phone	503-640-3724	Relationship to Sale	Seller

Remarks & Motives - The depth of the site exceeds typical commercial depth to frontage ratios. The property has controlled access to Highway 99W located to the south via a shared driveway that extends along the property's western boundary. The driveway leads to two adjacent properties and accesses Highway 99W at a signalized intersection. The signalized intersection also leads to a Fred Meyer shopping center located to the south. The parcel's access improvements, including the shared driveway, were paid for on a shared basis by the current property purchaser.

In addition to site improvement costs of approximately \$125,000, the buyer was required to pay an additional \$12,000 to the seller outside of escrow due to the fact that closing was delayed by two months. This raises the actual consideration paid for the site from a base price of \$605,116 to \$741,733 or \$16.14 per square foot. These figures have been tabulated in the following table.

Unimproved Land Sale No. 2 (Continued)

Abbott to Tee-Jay I, LLC

Raw Land	\$605,116
One-third share improvements:	\$124,617
Delayed Closing Charges:	<u>\$ 12,000</u>

Total

\$741,733 or \$16.14/SF*

* The property's original site area contained 1.10 acres, however it was altered in an effort to widen the common driveway to three lanes as required by City of Newberg planners. The revised plan resulted in the sale property area including only 1.055 acres or 45,966 square feet. This figure has been applied to the consideration above, resulting in the indicated unit price.

I do ☒ do not ☐ consider this sale representative of the market.

This sale is ☐ is not ☒ a sale of a remainder property from a former right-of-way or other eminent domain taking.

Date Inspected December 1999 **Signed** John V. Donnerberg & George W. Donnerberg, MAI
1999-127-20 (99-081)

UNIMPROVED LAND COMPARABLE LISTING

Sale No. 3

Address/Location One lot east of the intersection of Highway 99W and Brutscher Street
 City Newberg County Yamhill
 Township 3S Range 2W Section 16CA Tax Lot 2191
 Neighborhood Description Highway commercial
 Average ☐ Above Average ☒ Below Average ☐
 Zone C-2, Commercial, City of Newberg Comp Plan Designation Commercial
 Uses Permitted Highway commercial
 Present Use Vacant
 Highest and Best Use at Date of Sale Future commercial development
 Land Area 1.08 acres Dimensions Approximately. 300' deep x 150' wide
 Assessed Value: Land \$ 207,548 Improvements \$ N/A Taxes 98/99 \$ 2,444.92
 Date of Sale Listing
 Consideration Asking \$600,000 Unit Price \$12.75/SF
 Grantor David F. Abbott Grantee Currently Listed
 Recording Data Listing Transfer By N/A
 Financing Terms Cash

Describe Land Based Upon Features Related to its Highest & Best Use (such as existing encumbrances, available services, drainage, topography, access and accessibility) – This parcel consists of a level, rectangular commercial site located northeast of the intersection of Highway 99W and Brutscher Street. The parcel has circuitous access via a signalized intersection located west of the adjacent Chevron business. Future business patrons will be required to cross over the Chevron site via cross easement agreements. The parcel has been improved with utilities to the site and represents a development-ready property. The site has a relatively deep dimension compared to its overall frontage or width. The site has no direct access to Highway 99 beyond the signalized route mentioned above.

Verification:

Name	<u>David Abbott</u>	Address	<u>Newberg</u>
Phone	<u>503-640-3724</u>	Relationship to Sale	<u>Seller</u>
Name	<u>Paul Schram</u>	Address	<u>Portland</u>
Phone	<u>222-5100</u>	Relationship to Sale	<u>Former Listing Agent</u>

Remarks & Motives - This property was listed for approximately two years by Doug Bean & Associates Brokers with an asking price of \$695,000. The listing expired during June of 1999. The property failed to receive acceptable offers during the listing period. The parcel has subsequently been put up for sale by the current owner with an asking price of \$600,000, or \$12.75 per square foot. Potential purchasers of the site will face additional development fees that amount to approximately \$125,000. This figure represents the one-third share of the site development costs associated with the three-lot development which this property is a part of. This results in an effective asking price of \$725,000 for 1.08 acres, or \$15.41 per square foot.

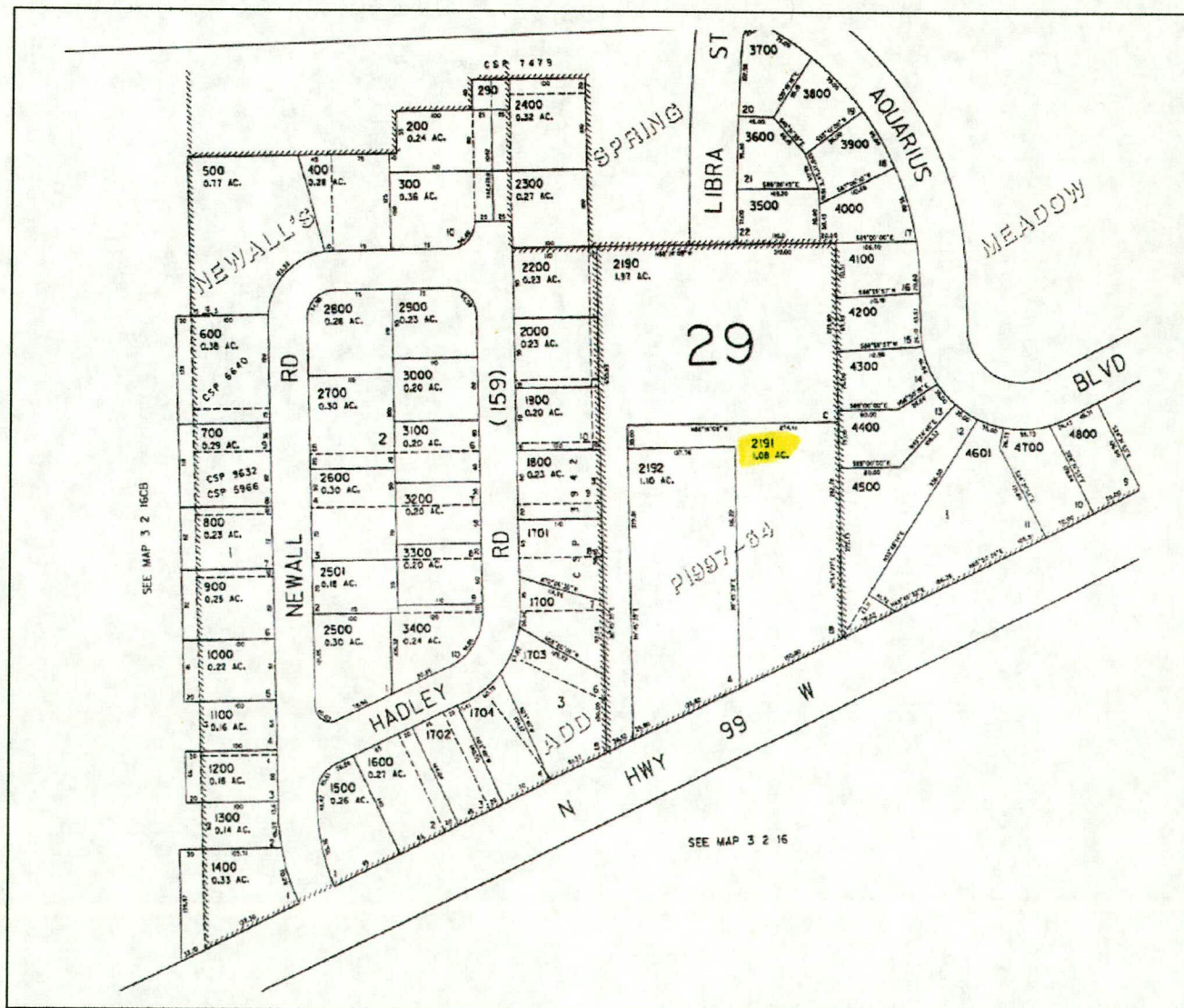
Unimproved Land Sale No. 3 (Continued)

Conversations with the seller indicate that interest in the property has been minimal. He feels that primary reasons for the lack of interest may include the access situation as well as the above-average depth of the property. Although the property is currently for sale, it is not being actively marketed which may be part of the reason for the lack of interest in the site.

I do ☒ do not ☐ consider this sale representative of the market.

This sale is ☐ is not ☒ a sale of a remainder property from a former right-of-way or other eminent domain taking.

Date Inspected December 1999 **Signed** John V. Donnerberg & George W. Donnerberg, MAI
1999-127-21 (99-081)



UNIMPROVED LAND COMPARABLE SALESale No. 4

Address/Location North of 2305 Portland Road
City Newberg County Yamhill
Township 3S Range 2W Section 17DC Tax Lot 1094
Neighborhood Description Highway commercial
Average ☐ Above Average ☒ Below Average ☐
Zone C-2 Comp Plan Designation Highway commercial
Uses Permitted Highway commercial
Present Use Partially paved, vacant
Highest and Best Use at Date of Sale Commercial development
Land Area 16,635 SF Dimensions 134' deep by 125' wide
Assessed Value: Land \$ 89,131 Improvements \$ 0 Taxes 98/99 \$ 1,049.99
Date of Sale Pending
Consideration \$ 125,000 appr. Unit Price \$ 7.43/SF
Grantor Karl Birginer Grantee Undisclosed
Recording Data Pending Transfer By N/A
Financing Terms Cash

Describe Land Based Upon Features Related to its Highest & Best Use (such as existing encumbrances, available services, drainage, topography, access and accessibility) – This property consists of a secondary commercial site located adjacent to and north of Blockbuster Video on Highway 99W in Newberg. The property is level and development-ready, however due to the proximity of the site in relation to Highway 99W, it is considered to be a secondary parcel. The purchaser will be allowed to construct up to a 5,000 square foot building essentially resulting in a pad-site sale. The property has poor visibility from Highway 99 due to its location behind Blockbuster Video. Access to the site will be via cross easements over the Blockbuster parking lot. Parking throughout the site will be on a shared basis with the adjacent businesses.

Verification:

Name Cindy Sturm Address Portland
Phone 503-223-7181 Relationship to Sale Broker

Remarks & Motives - Conversations with the broker indicate that the property is currently pending and is scheduled to close during the first quarter of 2000. Although she could not reveal the precise sale price, however she noted that the sale price was extremely close to asking price of \$125,000. This has been considered the sale price.

I do ☒ do not ☐ consider this sale representative of the market.

This sale is ☐ is not ☒ a sale of a remainder property from a former right-of-way or other eminent domain taking.

Date Inspected December 1999 Signed John V. Donnerberg & George W. Donnerberg, MAI
1999-127-26 (99-081)

UNIMPROVED LAND COMPARABLE SALE

Sale No. 5

Address/Location 13000 SW Pacific Highway
 City Tigard County Washington
 Township 2S Range 1W Section 2CB Tax Lot 2800, 2900 & 3200
 Neighborhood Description Highway commercial
 Average ☐ Above Average ☒ Below Average ☐
 Zone CG, Tigard Comp Plan Designation Commercial
 Uses Permitted Commercial
 Present Use Improved with three SFRs rented on interim basis
 Highest and Best Use at Date of Sale Commercial redevelopment
 Land Area 24,829 sq. ft. or .57 acre Dimensions 167' x 287'
 Assessed Value: Land \$82,120 Impr \$6,450 Total \$88,570 Taxes 98/99 \$951.70
 Date of Sale August 19, 1999
 Consideration \$ 420,000 Unit Price \$ 16.92/SF
 Grantor Keerins et al Grantee Massih (LLC) (Kamelia Massih)
 Recording Data 99-097168 (Wash. Co.) Transfer By Contract
 Financing Terms \$150,000 dn. 5-year term market interest rate (undisclosed), seller financed.

Describe Land Based Upon Features Related to its Highest & Best Use (such as existing encumbrances, available services, drainage, topography, access and accessibility) – This parcel consists of a level, rectangular commercial site located at the corner of SW Frewing Street and Highway 99W in Tigard. The corner property has good access via SW Frewing, however the future access availability along Highway 99 is questionable. The property has excellent exposure to passing vehicles with approximately 55,000 average daily trips counted along this section of Highway 99W. The parcel has access to municipal utilities. The site is currently improved with three houses which are being rented on an interim basis until such time as redevelopment can occur. Conversations with the broker in this transaction indicate that there may have been some speculative motivation on the buyer's part with no specific use identified at the time of sale. He did indicate, however, that the houses are scheduled to be torn down during the course of future redevelopment.

Verification:

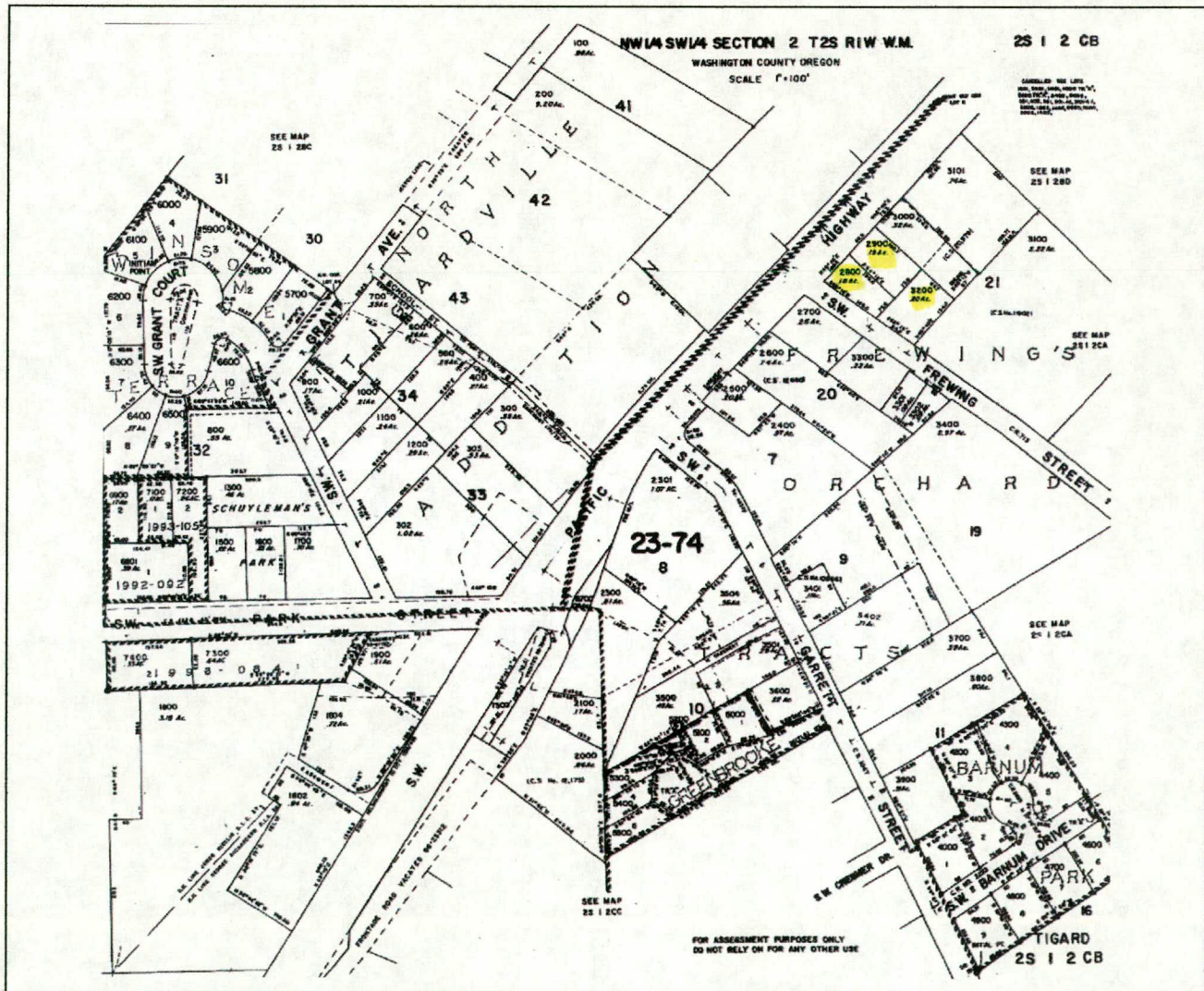
Name Steve Wong / Tony Jones Address Classic Realty, Tigard
 Phone 691-7861 Relationship to Sale Listing Agent

Remarks & Motives - This transaction may have involved development speculation on the part of the buyer with an interim use of maintaining the existing improvements until such time as development can occur. The property's improvements are scheduled to be torn down. The property was sold with seller financing. The terms of the seller financed contract included a \$150,000 down payment with the balance payable over a 5-year period at an undisclosed, however, "market" rate. The broker indicated that the seller's financing had little affect on the sale price. In his opinion, the transaction was cash equivalent.

I do ☒ do not ☐ consider this sale representative of the market.

This sale is ☐ is not ☒ a sale of a remainder property from a former right-of-way or other eminent domain taking.

Date Inspected December 1999 Signed John V. Donnerberg & George W. Donnerberg, MAI
 1999-140-19 (99-081)



UNIMPROVED LAND COMPARABLE SALE

Sale No. 6

Address/Location 11680 SW Pacific Highway
 City Tigard County Washington
 Township 1S Range 1W Section 36CD Tax Lot 1700
 Neighborhood Description Commercial
 Average ☐ Above Average ☒ Below Average ☐
 Zone CG, City of Tigard Comp Plan Designation Commercial
 Uses Permitted Commercial
 Present Use Formerly drive-through restaurant, currently being improved with Magnolia HiFi retail store.
 Highest and Best Use at Date of Sale Retail development
 Land Area .85 acre, gross Dimensions 140' x 245'
 Assessed Value: Land \$ 269,970 Improvements \$ 258,690 Taxes 98/99 \$ 6,575.45
 Date of Sale June 16, 1999
 Consideration \$ 800,000 Unit Price \$ 21.61/SF
 Grantor The Holland, Inc. (Pat Klinger) Grantee William Floberg et al
 Recording Data 99-073229 Transfer By Warranty Deed
 Financing Terms Cash

Describe Land Based Upon Features Related to its Highest & Best Use (such as existing encumbrances, available services, drainage, topography, access and accessibility) – This sale consists of a former fast food drive-through restaurant which has been demolished during the course of redevelopment. The site sits on a high exposure corner at the intersection of SW Dartmouth Street and Highway 99W in Tigard. Adjacent businesses include Costco Wholesale, CarToys and Office Depot. The property is exposed to a high volume of commercial traffic, both on SW Dartmouth Street as well as Highway 99W. The property will include a shared driveway to the south. Costs are to be shared between the current property owner and the Babies-R-Us business which is currently being constructed. The property enjoys convenient access along its south property line to SW Dartmouth as well as a driveway along Highway 99W. Conversations with the property developer indicate that a six foot wide right-of-way dedication was required along the SW Dartmouth frontage. LID costs were minimal. The demolition costs for the former drive-through restaurant were reportedly "insignificant" in light of the other development costs associated with the project. Based on a six-foot wide dedication along SW Dartmouth Street which results in a 1,500 square foot area, the net usable property area will be 35,526 square feet.

Verification:

Name William Floberg Address Portland
 Phone 225-0700 Relationship to Sale Buyer/Developer

Remarks & Motives - This property was purchased primarily with expectations of building a new Magnolia HiFi retail store on the site. The property was purchased and will also be developed by William Floberg and then the entire land/building package will be leased back to Magnolia HiFi.

I do ☒ do not ☐ consider this sale representative of the market.

This sale is ☐ is not ☒ a sale of a remainder property from a former right-of-way or other eminent domain taking.

Date Inspected December 1999 Signed John V. Donnerberg & George W. Donnerberg, MAI
 1999-140-22 (99-081)

EXHIBIT A

FILE 6468014

Everest St. – Main St. (Newberg) Sec.
Pacific Highway West
Yamhill County
Drg. No. 10B-11-4
Throughway
RDS 3/15/2000

City of Newberg
Parcels 1 and 2

PARCEL 1 - Fee

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 11.250 meters Southeasterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+074.498 on said center line; thence Southwesterly in a straight line to a point opposite and 12.916 meters Southeasterly of Engineer's Station "F" 25+109.098 on said center line; thence Southwesterly in a straight line to a point opposite and 15.150 meters Northeasterly of Engineer's Station "V" 0+343.835 on the "V" center line of relocated Villa Road; thence Southeasterly parallel with said last mentioned center line to Engineer's Station "V" 0+384.675.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

Beginning at Engineer's "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53'

(Continued on Page 2)

40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

The "V" center line of relocated Villa Road referred to herein is described as follows:

Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers D. L. C. No. 55, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

Bearings are based on County Survey No. CS # 10493, dated October, 1995, Yamhill County, Oregon.

The parcel of land to which this description applies contains 254 square meters, more or less.

Parcel 2 - Permanent Easement for Slopes, Water, Gas, Electric and Communication Service Lines, Fixtures and Facilities.

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, recorded in Film Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property lying Northwesterly and Southwesterly of the following described line:

Beginning at a point opposite and 14.250 meters Southeasterly of Engineer's Station "F" 25+078.888 on the "F" center line of the relocated Pacific Highway West;

(Continued on Page 3)

thence Southwesterly in a straight line to a point opposite and 16 meters Southeasterly of Engineer's Station "F" 25+105 on said center line; thence Southwesterly in a straight line to a point opposite and 22.515 meters Northeasterly of Engineer's Station "V" 0+341.636 on the "V" center line of relocated Villa Road; thence Southerly in a straight line to a point opposite and 20 meters Easterly of Engineer's Station "V" 0+360 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 18.500 meters Easterly of Engineer's Station "V" 0+370 on said last mentioned center line; thence Southerly in a straight line to a point opposite and 17.650 meters Easterly of Engineer's Station "V" 0+384.675 on said last mentioned center line.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 178 square meters, more or less.

NOTE:

Parcel 1 - Access Controlled by Permit.

Prior files RW3297, 34059 and 54291.

Outside Area: 116 square meters, more or less, remainder.

This parcel lies within Lot 1 of Section 20, Township 3 South, Range 2 West, W. M., Yamhill County, Oregon.

This property description is written using the metric system.

1+000.000 Station = 1000 meters = 3,280.84 feet

1 meter = 3.2808 feet

100 meters = 328.08 feet

1 square meter = 10.7639 square feet

1 hectare = 2.47105 acres

Parcel 1 - 254 square meters = 2,734 square feet, more or less.

Parcel 2 - 178 square meters = 1,916 square feet, more or less.

Outside Area: 116 square meters = 1,249 square feet,
more or less.

REAL PROPERTY
CONSULTANTS

P O R T L A N D

4805 S.W. OLESON ROAD • PORTLAND, OREGON 97225
REAL ESTATE APPRAISERS & COUNSELORS

November 15, 1999

503/297-4731
Fax 503/297-8908

City of Newberg
Attention: Property Manager
401 E. 3rd Street
Newberg, Oregon 97132

RE: Property Appraisal, 1542 E. Portland Road, Newberg, Oregon 97132

Dear Sirs:

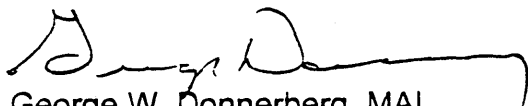
Oregon Department of Transportation has retained our firm to complete an appraisal of a portion of your property located at 1542 E. Portland Road, Newberg, Oregon. We will be commencing the assignment within the next several weeks. While it is not necessary for you to be present, we would like to offer you the opportunity to be present during the course of our inspection.

If you should choose to be present please call our office by December 3, 1999 to arrange an appointment. If we have not heard from you by then, we will assume that you have no interest in being present and we will inspect the property sometime within the week of December 8, 1999.

As per Oregon Law, you are entitled to 15 days notice prior to our inspection. However, if it is more convenient to you for us to come at an earlier date, or if you do not desire to be present, you may waive this right by signing and returning this letter.

Please feel free to call 297-4731 if you have any questions regarding this matter.

Sincerely yours,


George W. Donnerberg, MAI


John V. Donnerberg

JVD/GWD:eh

I hereby waive my right to a 15-day notice period prior to inspection.

Signed _____

Date _____

REAL PROPERTY CONSULTANTS, INC.
AFFILIATE OFFICES:

Real Property Consultants Portland

Real Property Consultants Salem

Real Property Consultants Medford

Real Property Consultants Klamath Falls

Each office is independently owned and operated.

RPC File No. 99-081/ODOT File No. 6468-014

TICOR TITLE INSURANCE

829 N. Highway 99W
P.O. Box 267
McMinnville, Oregon 97128
(503) 472-6101 FAX (503) 434-5311

PRELIMINARY REPORT NO. 81916

OREGON DEPT. OF TRANSPORTATION
ATTN: LINDA BEVERIDGE
REGION 1 RIGHT OF WAY
123 NW FLANDERS
PORTLAND, OR 97209

Re: FILE NO. 6468-014
1542 E PORTLAND RD
NEWBERG, OR 97132

We are prepared to issue title insurance policy(ies) in the usual form as follows. These are good faith estimates only.

	LIABILITY	PREMIUM
1992 ALTA Owner's Policy	\$25,000.00	\$225.00
GOVERNMENT SERVICE FEE		\$25.00

Our title insurance policy(ies) will insure title to the land described as follows:
-----SEE ATTACHED EXHIBIT A-----

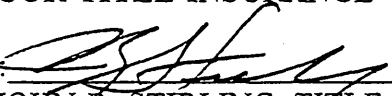
Vestee:

-----THE CITY OF NEWBERG, OREGON, a municipal corporation.-----

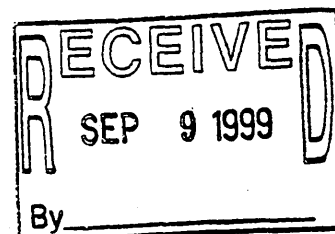
Dated as of August 16, 1999 at 8:00 a.m.

Subject to the exceptions, exclusions, conditions and stipulations which are part of said policy, and to exceptions as shown herein.

TICOR TITLE INSURANCE COMPANY

By: 
JOHN R. STIRLING, TITLE OFFICER

AC



Order No. 81916

Schedule B of the Policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS

1.
 - a. 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.
 - b. 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.
 - a. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records.
 - b. Any 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4.
 - a. Unpatented mining claims;
 - b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - c. Water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

INFORMATIONAL NOTE: As of June 6, 1997, Ticor Title Insurance Company is required to charge a \$25.00 government service fee in addition to all other charges connected with this file.

1998-99 Tax Lot No. R3220BA-00900, Account No. 56959, Tax Code No. 29.10 and Tax Lot No. R3220BA-01000, Account No. 56968, Tax Code No. 29.10 exempt from ad valorem taxation pursuant to ORS 307.090 et sequitur.

6. Rights of the public in streets, roads and highways.
7. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux, to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 241, Deed and Mortgage Records.
8. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux, to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 241, Deed and Mortgage Records.
9. Covenants for lateral support and for slope easements, including the terms and provisions thereof, as set forth in Deeds to the State of Oregon by and through its Department of Transportation, recorded June 20, 1985 in Film Volume 195, Page 883 and recorded October

7, 1986 in Film Volume 207, Page 598, Deed and Mortgage Records.

10. Newberg City Liens, if any.

WE HAVE REQUESTED A SEARCH AND WILL ADVISE IF ANY UNPAID LIENS ARE DISCLOSED. There will be a \$10.00 fee for this service.

END OF REPORT

LIST OF SALES

File: 6468-014
Section: Everest St.-Main St.
Highway: Pacific Hwy. West

Please complete and return this form to the Highway Division with the preliminary title report listing below all sales within the past 10 years.

Please include the sale to the present Owner(s). Be sure to show the following: (1) the parties to the transaction, (2) date of purchase, and (3) amount of consideration or internal revenue stamps.

"NONE" SEE VESTING DEED ATTACHED AND COPY OF DEEDS OUT TO ODOT

NOTE: If there have been no sales, indicate this by writing "NONE" above.

Ticor Title Insurance

Date

8-16-99

JOHN STIRLING

DEPARTMENT OF TRANSPORTATION
R/W Section, 123 N.W. Flanders, Portland, OR 97209-4037

PAR1 T003184AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #1

PIN#: R3220BA 00900

001 ACCOUNT#:56959

LEVY CODE: 29.10

PCA: 9406

STAT CLASS:

NBRHOOD: CMM6

OWNER: NEWBERG CITY OF

BUYER:

AGENT:

ADDRESS:

EXEMPTION-ORS #: 307.090

EXEMPT:X

1/4 %:

SR CIT:

NEWBERG OR

97132-

CURRENT YR (1998) VALUES

RMV:

PRIOR YR (1997) VALUES

M/V LAND:

38817

LAND:

38817 TOTAL LAND:

SP ASSD LAND:

IMPS:

TOTAL IMPS:

TOTAL LAND:

38817TOTL:

38817 TOTAL TCV:

STRUCTURES:

SPECIAL ASSESSMENTS

OTHER IMPS:

-TYPE-

-UNITS-

TOTAL IMPROVEMENTS:

TRUE CASH VALUE:

38817

ASSESSED VALUE:

38817+

TOTAL EXEMPTIONS:

38817+

DISQ TAX:

DISQ DATE:

TOTAL TAXABLE:

DISQ REASON:

RELIEF:

XMT@

13:50:09:42 INQUIRY REQUEST

75 1 Pg=1 FORM RCV LTAI

YAMHILL COUNTY
STATEMENT OF ACCOUNT

PIN#: R3220BA 00900

001 ACCOUNT 56959

INT/DISC TO: 91599

START YEAR: 1991

YEAR	LEVIED TAX	UNPAID TAX	FEE(S)	INT/DISC	PAYMENTS	AMOUNT DUE
1998						
1997						
1996						
1995						
1994						
1993						
1992						
1991						

--- ACTIONS ---

SI: 1542

TOTAL DUE:
E PORTLAND RD

NEWBERG CITY OF

TXBL: 38817+ NEWBERG OR 97132

PEN: M#: L#:

DQTX: LEVY CODES: 29.10

LEGAL: .11 ACRES IN SEC 20 T3S R2W .11 AC D DESKINS DLC SEC 20 T3S @

13:49:57:78 SUCCESSFUL ENTRY 0003182

75 1 Pg=1 FORM RCV LTAI

PAR2: T003185AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #2

PIN#: R3220BA 00900

001 ACCOUNT#:56959

SITUS: HOUSE #: 1542
UNIT:

STREET: E PORTLAND RD
CITY: NEWBERG

LEGAL: .11 ACRES IN SEC 20 T3S R2W

.11 AC D DESKINS DLC SEC 20 T3S R2W

VOL/PAGE: 128/0758 INSTR YR/NBR:

PARENT PIN#:

COURT DEC:

PAR1 MH#:

REVIEW:

MH PIN#:

BOPTA:

MH PIN#:

MAGISTRATE:

MH PIN#:

D OF R:

TAX CT:

ZONES: C2

NOTES:

AFFIDAVITS:

SPECIAL CONDITION CODE:

LAST UPDATE: 02/06/1998 XMT@

13:50:17:03 INPUT REQUEST

0.00

75 1 Pg=1 FORM RCV LTAI

LEGALT003186AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

LEGAL DESCRIPTION

PIN#: R3220BA 00900

001 ACCOUNT#: 56959

LOT/BLOCK/SUBDIV:

ACREAGE: .11 SQUARE FOOTAGE: 0 NEXT LEGAL 0

A/C/D

DESCRIPTION

LINE

.11 AC D DESKINS DLC SEC 20 T3S R2W

V & P F207/0598

A
A
A
A
A
A
A

1
2
3
4
5
6
0
0
0
0
0
0
0

CARTOG NOTES X/Y/N N REVISION REMARKS X/Y/N N XMT@

13:50:21:35 INPUT REQUEST

0.00

75 1 Pg=1 FORM RCV LTAI

CISTOT003191AUG23999908

NEXT ACTIVITY

YAMHILL COUNTY
STATEMENT OF ACCOUNT
001 ACCOUNT 56968

PIN#: R3220BA 01000

INT/DISC TO: 91599

START YEAR: 1991

YEAR	LEVIED TAX	UNPAID TAX	FEE(S)	INT/DISC	PAYMENTS	AMOUNT DUE
1998						
1997						
1996						
1995						
1994						
1993						
1992						
1991						

--- ACTIONS ---

SI:

TOTAL DUE:

E PORTLAND RD

NEWBERG CITY OF

TXBL: 8913+ NEWBERG OR 97132

PEN: M#: L#:

DQTX: LEVY CODES: 29.10

LEGAL: .23 ACRES IN SEC 20 T3S R2W .023 AC SEC 20 T3S R2W @

13:51:05:82 INPUT REQUEST 0.00

75 1 Pg=1 FORM RCV LTAI

PAR1 T003190AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #1

PIN#: R3220BA 01000

001 ACCOUNT#:56968

LEVY CODE: 29.10

PCA: 9406

STAT CLASS:

NBRHOOD: CMM6

OWNER: NEWBERG CITY OF

BUYER:

AGENT:

EXEMPTION-ORS #: 307.090

ADDRESS:

EXEMPT:X

1/4 %:

SR CIT:

NEWBERG OR

97132-

CURRENT YR (1998) VALUES RMV:

PRIOR YR (1997) VALUES

M/V LAND: 8913

LAND:

8913 TOTAL LAND:

SP ASSD LAND:

IMPS:

TOTAL IMPS:

TOTAL LAND:

8913TOTL:

8913 TOTAL TCV:

STRUCTURES:

SPECIAL ASSESSMENTS

OTHER IMPS:

-TYPE-

-UNITS-

TOTAL IMPROVEMENTS:

TRUE CASH VALUE:

8913

ASSESSED VALUE:

8913+

TOTAL EXEMPTIONS:

8913+

DISQ TAX:

DISQ DATE:

TOTAL TAXABLE:

DISQ REASON:

RELIEF:

XMT@

13:50:59:95 INQUIRY REQUEST

75 1 Pg=1 FORM RCV LTAI

LEGALT003193AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

LEGAL DESCRIPTION

PIN#: R3220BA 01000

001 ACCOUNT#: 56968

LOT/BLOCK/SUBDIV:

ACREAGE: .23 SQUARE FOOTAGE: 0 NEXT LEGAL 0

A/C/D	DESCRIPTION	LINE
	.023 AC SEC 20 T3S R2W	1
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0

CARTOG NOTES X/Y/N N REVISION REMARKS X/Y/N N XMT@

13:51:18:40 INPUT REQUEST

0.00
75 1 Pg=1 FORM RCV LTAI

P&R2 T003192AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #2

PIN#: R3220BA 01000

001 ACCOUNT#:56968

SITUS: HOUSE #:
UNIT:

STREET: E PORTLAND RD
CITY: NEWBERG

LEGAL: .23 ACRES IN SEC 20 T3S R2W
.023 AC SEC 20 T3S R2W

VOL/PAGE: 128/0758 INSTR YR/NBR:

PARENT PIN#:

COURT DEC:

PAR1 MH#:

REVIEW:

MH PIN#:

BOPTA:

MH PIN#:

MAGISTRATE:

MH PIN#:

D OF R:

TAX CT:

ZONES: C2

NOTES:

AFFIDAVITS:

SPECIAL CONDITION CODE:

LAST UPDATE: 02/06/1998

XMT@

13:51:12:09 INQUIRY REQUEST

75 1 Pg=1 FORM RCV LTAI

NOT KNOWN TO
OREGON STATE HIGHWAY DIVISION
RIGHT OF WAY SECTION
STATE HIGHWAY BILL ROOM 119
SALISBURY, OREGON 97180

195 MILE 882
Highway Division
File 54291
12-3-1487

ORIGINAL

The CITY OF NEWBERG, Oregon, a municipal corporation, Grantor, hereby conveys
unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway
Division, Grantee, the following described property, to wit:

PARCEL 1

A parcel of land lying in Lot 1 of Section 20, Township 3 South,
Range 2 West, W.M., Yamhill County, Oregon and being a portion of that
property described in that deed to the City of Newberg, Oregon, recorded
in File Volume 128, Page 758, Records of Yamhill County; the said parcel
being that portion of said property included in a strip of land variable
in width, lying on each side of the center line of Villa Road which
center line is described as follows:

Beginning at Engineer's center line Station "V" 8+00, said station
being 667.32 feet North and 4.00 feet East of the Southeast corner of
the Daniel D. Deskins D.L.C. No. 54, Township 3 South, Range 2 West,
W.M.; thence South 0° 27' 19" West 146.29 feet; thence on a 102.31 foot
radius curve left (the long chord of which bears South 14° 43' 52.5"
East 53.60 feet) 54.24 feet; thence South 29° 55' 04" East 110.61 feet;
thence on a 286.48 foot radius curve right (the long chord of which
bears South 14° 49' 34" East 149.18 feet) 150.92 feet; thence South 0°
15' 56" West 184.57 feet to Engineer's center line Station "V" 14+46.63.

The widths in feet of the strip of land above referred to are as
follows:

Station	to	Station	Width on Easterly Side of Center Line	Width on Westerly Side of Center Line
"V" 10+45		"V" 10+95	120 in a straight line to 60	
"V" 10+95		"V" 11+11.14	60 in a straight line to 39	
"V" 11+11.14		"V" 12+00	39	
"V" 12+00		"V" 12+62.04	39 in a straight line to 35	
"V" 10+45		"V" 10+95		50 in a straight line to 25
"V" 10+95		"V" 12+62.04		25

True bearings based on Solar Observation taken July 26, 1964 by
Oregon State Highway Division Survey.

The parcel of land to which this description applies contains
11,320 square feet, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement
to construct and maintain highway slopes, necessitated by the construction, operation,
and maintenance of the Villa Road Connection (Newberg) Section of the Hillsboro-
Silverton Highway, upon the following described property, to wit:

PARCEL 2

A parcel of land lying in Lot 1 of Section 20, Township 3 South,
Range 2 West, W.M., Yamhill County, Oregon and being a portion of that
property described in that deed to the City of Newberg, Oregon, recorded
in File Volume 128, Page 758, Records of Yamhill County; the said parcel
being that portion of said property included in a strip of land variable

3-20-85

Vol 195 MILE 883

Highway Division
File 54291
12-3-1487

In width, lying on the Easterly side of the center line of Villa Road
which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as
follows:

Station	to	Station	Width on Easterly Side of Center Line
"V" 10+45		"V" 12+00	44
"V" 12+00		"V" 12+62.04	44 in a straight line to 40

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 790
square feet, more or less.

IT IS UNDERSTOOD that nothing in this assessment will be construed to prevent

Grantor from the use of said property, provided, however, that such use shall not be
permitted to interfere with the rights herein granted or endanger the lateral support
to said highway. It is also understood that Grantee shall never be required to remove
the slope materials placed by it on said property, nor shall Grantee be subject to any
damages to Grantor, its successors and assigns, by reason thereof or by reason of any
change of grade of the highway abutting said property.

The true and actual consideration received by Grantor for this conveyance is
\$ Gratis.

Dated this 22 day of May, 1965.

STATE OF OREGON)

County of Yamhill

I hereby certify that the
within was received and duly
recorded by me in Yamhill
County records:

CHARLES STERN
COUNTY CLERK

Charles Stern

CITY OF NEWBERG

By Michael Warren

Title City Manager

By Elmer Hall

Title Mayer

STATE OF OREGON, County of Yamhill

May 8, 1965. Personally appeared Michael Warren and

Elmer Hall, who, being sworn, stated that they are the

City Manager and Mayer of the City of Newberg and that

this instrument was voluntarily signed in behalf of the city by authority of its Common

NOTARY
PUBLIC
STATE OF OREGON

Charles Stern
Notary Public for Oregon

My Commission expires 1-17-86

3-20-85
Page 2 - 10
ap/10

1986 OCT -7 AM 12

F207P0599

Highway Division
File 54291
12-3-1487

in width, lying on the Easterly side of the center line of Villa Road which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line
"V"10+65		"V"12+00	44
"V"12+00		"V"12+62.04	44 in a straight line to 40

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 790 square feet, more or less.

IT IS UNDERSTOOD that nothing in this easement will be construed to prevent Grantor from the use of said property, provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support to said highway. It is also understood that Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantor, its successors and assigns, by reason thereof or by reason of any change of grade of the highway abutting on said property.

The true and actual consideration received by Grantor for this conveyance is

\$ Gratis

Dated this 8th day of May, 1985.

STATE OF OREGON

County of Yamhill

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

STATE OF OREGON, County of Yamhill

May 8, 1985. Personally appeared Michael Warren and Elvern Hall, who, being sworn, stated that they are the

City Manager and Mayer of the City of Newberg and that this instrument was voluntarily signed in behalf of the city by authority of its Common Council.



CITY OF NEWBERG

By Michael Warren

Title City Manager

By Elvern Hall

Title Mayer

Charles Stern
Notary Public for Oregon

My Commission expires 1-17-86

3-20-85
Page 2 - up
ap/12

City of Newberg

1986 OCT -7 AM 12

F207P0598

Highway Division
File 54291
12-3-1487

The CITY OF NEWBERG, Oregon, a municipal corporation, Grantor, hereby conveys unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, the following described property, to wit:

PARCEL 1

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, Oregon, recorded in File Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of Villa Road which center line is described as follows:

Beginning at Engineer's center line Station "V" 8+00, said station being 662.32 feet North and 4.00 feet East of the Southeast corner of the Daniel D. Deskina D.L.C. No. 54, Township 3 South, Range 2 West, W.M.; thence South 0° 27' 19" West 146.29 feet; thence on a 102.31 foot radius curve left (the long chord of which bears South 14° 43' 52.5" East 53.60 feet) 54.24 feet; thence South 29° 35' 04" East 110.61 feet; thence on a 286.48 foot radius curve right (the long chord of which bears South 14° 49' 34" East 149.18 feet) 150.92 feet; thence South 0° 15' 56" West 184.57 feet to Engineer's center line Station "V" 14+46.63.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line	Width on Westerly Side of Center Line
"V"10+65		"V"10+95	120 in a straight line to 60	
"V"10+95		"V"11+11.14	60 in a straight line to 39	
"V"11+11.14		"V"12+00	39	
"V"12+00		"V"12+62.06	39 in a straight line to 35	
"V"10+65		"V"10+95		50 in a straight line to 25
"V"10+95		"V"12+62.06		25

True bearings based on Solar Observation taken July 26, 1984 by Oregon State Highway Division Survey.

The parcel of land to which this description applies contains 11,320 square feet, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain highway slopes, necessitated by the construction, operation, and maintenance of the Villa Road Connection (Newberg) Section of the Hillsboro-Silverton Highway, upon the following described property, to wit:

PARCEL 2

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, Oregon, recorded in File Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property included in a strip of land variable

3-20-85

MIC MINNIVILLE

APR 14 1978

executed bill of sale and execution of title.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, save and except those slope easements recorded in F.V. 23 pg. 241 Yamhill County Deed and Mortgage Records

warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 80,000 ⁰⁰/₁₀₀

However, the actual consideration consists of or includes other property or value given or promised which is consideration (indicate which). (The sentence between the symbols " " if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this _____ day of _____, 19____, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If required by a corporation, affix corporate seal)

x Mary Lou Boudreau
x Lucy Boudreau

STATE OF OREGON,

County of Yamhill
April 14, 1978
Personally appeared the above named Mary Lou Boudreau and Lucy Boudreau

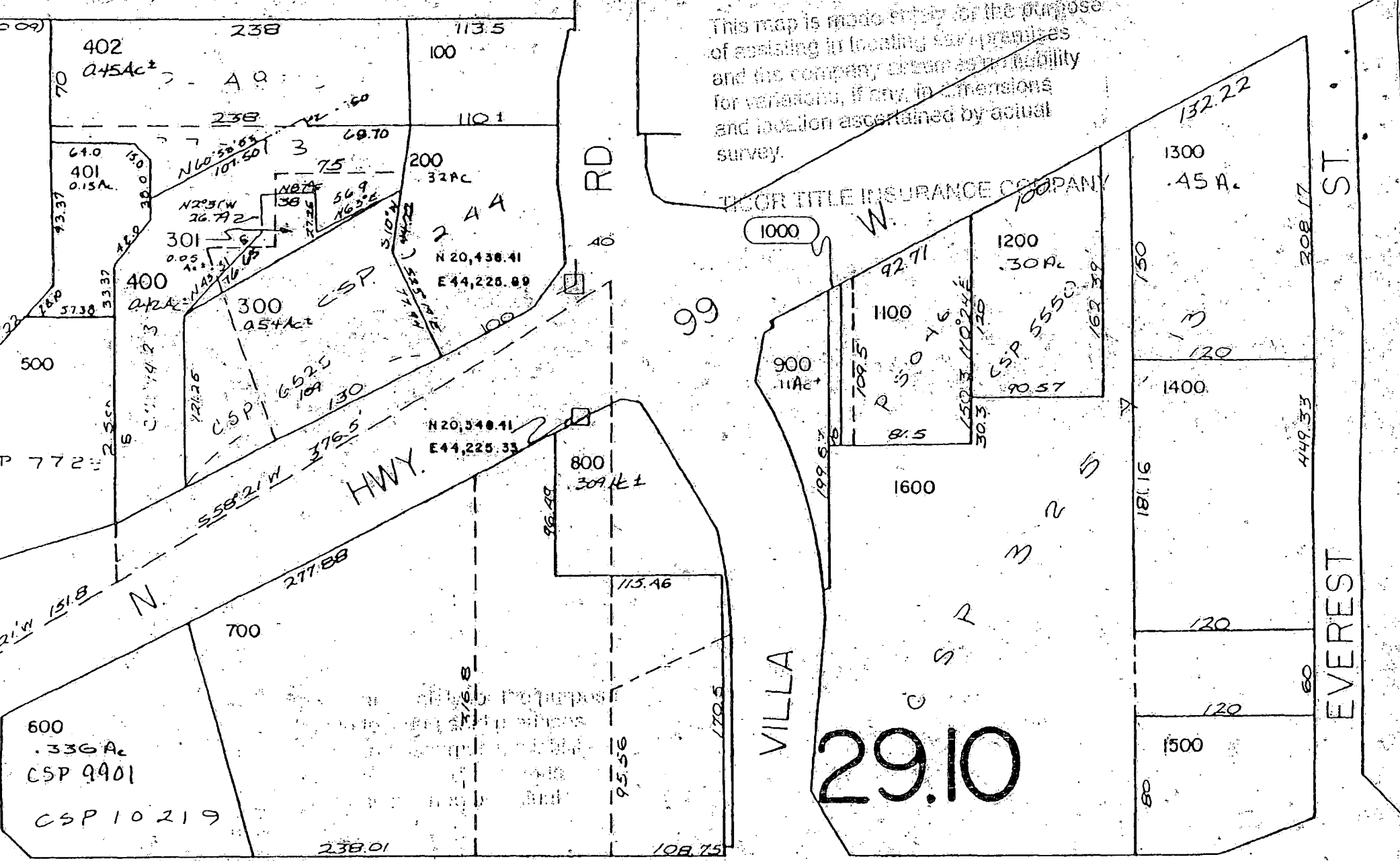
and acknowledged the foregoing instrument to be their voluntary act and deed.
Notary Public for Oregon
My commission expires 11/10/79

STATE OF OREGON, County of _____ ss.

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My commission expires _____
(OFFICIAL SEAL)



80

ST.

PAUL

HWY.

(O.S.H. 219)

S.E. Corner Dashing D.L.C.

CSP-6501

256

EDWARD H. WISNER and FRIEDA KATHRYN WISNER,
aka FRIEDA KATHERINE WISNER, H&W

6-19-62

6-11-62

PERM/ SLOPE/ ESMT

DEM FW 25/241

Instr #67913

Considn. \$250.00

To

STATE OF OREGON, by and through its State
Highway Comm.

...hby g a perpetual rt and esmt to construct, maintain, repair
and have free access to all slopes of cuts or fills, occasioned by
or resulting fm the constructn, operation or maint of a pub st or hwy
and appurtenances, upon the fdp, t-w:

A parcel of ld lying in Sec 20, T 3 S, R 2 W, WM, Y Co, O, and being
a portn of that ppty desc in that certn dd to Wallace E. and Margaret
Parker, recdd in Bk 177, Pg 554, of Y Co Recd of Dds; the sd parcel
being that portn of sd ppty incldd in a strip of ld 5 ft. in width
lying Sly of and adj to the Sly r/w li of the Pacific Hwy W. The
Sly li of sd strip of ld being pll to and 45 ft Sly of the cen li
of sd hwy.

The parcel of ld to wh this desc applies conts 600 sq ft, m/l.
IT IS EXPRESSLY UNDERSTOOD that this esmt does not convy anyrt, t or
int to the surface of the soil, nor any other rts except those expres
stated in this esmt, nor prevent Grtrs fm the full use and dominion

thover, provided, howev, that such use shall not be permitted to
damage or destroy lateral support to the hwy, and provided fur-
ther that nothing hin contd sh grt to the St of O, by and through
its St Hwy Comm, the rt to excavt beneath existg bldgs or depos fill
matters against existg bldgs abv the top of the foundatns thof, but
it is understand agd that the St of O sh never be reqd to remo dirt
or other matters placed by it upon sd ppty, nor shall the St of
O be subj to any damages to the Grtrs, their h & a, by reason
thof, or by reason of the slopes constd, thon, or by reason of chg
of grade of the st or hwy abutg on sd ppty.
sig & Ack

CONSENT OF INTEREST HOLDER: Know all men by these presents, that
we, (aka H. R. Haskell) Harold Haskell and Charlott Haskell, h&wf,
being the holder of a leasehold int, for the consn of the sum of
\$1.00, do hby consent to the perm slope esmt hinabv set forth
and do hby subordinate all int we may have in sd rp to sd esmt.
Sig & Ack

Retto Ore. St Hwy Comm, St Hwy Bldg, Salem, Ore.

799

The CITY OF NEWBERG, Oregon, a municipal corporation, Grantor, hereby conveys
and the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway
Division, Grantee, the following described property, to wit:

PARCEL 1

A parcel of land lying in Lot 1 of Section 20, Township 3 South,
Range 2 West, W.M., Yamhill County, Oregon and being a portion of that
property described in that deed to the City of Newberg, Oregon, recorded
in Film Volume 128, Page 758, Records of Yamhill County; the said parcel
being that portion of said property included in a strip of land variable
in width, lying on each side of the center line of Villa Road which
center line is described as follows:

Beginning at Engineer's center line Station "V" 8+00, said station
being 662.32 feet North and 4.00 feet East of the Southeast corner of
the Daniel D. Deskins D.L.C. No. 54, Township 3 South, Range 2 West,
W.M.; thence South 0° 27' 19" West 146.29 feet; thence on a 102.31 feet
radius curve left (the long chord of which bears South 14° 43' 52.5"
East 53.60 feet) 54.24 feet; thence South 29° 55' 04" East 110.61 feet;
thence on a 286.48 foot radius curve right (the long chord of which
bears South 14° 49' 34" East 149.18 feet) 150.92 feet; thence South 0°
15' 56" West 184.57 feet to Engineer's center line Station "V" 14+46.63.

The widths in feet of the strip of land above referred to are as
follows:

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"V"10+95	"V"11+11.14	60 in a straight line to 39	
"V"11+11.14	"V"12+00	39	
"V"12+00	"V"12+62.06	39 in a straight line to 35	
"V"10+65	"V"10+95		50 in a straight line to 25
"V"10+95	"V"12+62.06		25

True bearings based on Solar Observation taken July 26, 1984 by
Oregon State Highway Division Survey.

The parcel of land to which this description applies contains
11,320 square feet, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement
to construct and maintain highway slopes, necessitated by the construction, operation,
and maintenance of the Villa Road Connection (Newberg) Section of the Hillsboro-
Silverton Highway, upon the following described property, to wit:

PARCEL 2

A parcel of land lying in Lot 1 of Section 20, Township 3 South,
Range 2 West, W.M., Yamhill County, Oregon and being a portion of that
property described in that deed to the City of Newberg, Oregon, recorded
in Film Volume 128, Page 758, Records of Yamhill County; the said parcel
being that portion of said property included in a strip of land variable

Highway Division
File 54291
12-3-1487

in width, lying on the Easterly side of the center line of Villa Road which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line
"V"10+63		"V"12+00	44
"V"12+00		"V"12+62.06	44 in a straight line to 40

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 790 square feet, more or less.

IT IS UNDERSTOOD that nothing in this easement will be construed to prevent Grantor from the use of said property, provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support to said highway. It is also understood that Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantor, its successors and assigns, by reason thereof or by reason of any change of grade of the highway abutting said property.

The true and actual consideration received by Grantor for this conveyance is \$ Gratis.

Dated this 9th day of May, 1985.

STATE OF OREGON)

County of Yamhill)

I hereby certify that the within was received and duly recorded by me as Yamhill County records:

04413
FILED
YAMHILL COUNTY, OREGON

JUN 20 PM 2:54

CHARLES STERN
COUNTY CLERK

Christie

CITY OF HEBBERG

By Michael Warren

Title City Manager

By Eileen Hall

Title Mayor

STATE OF OREGON, County of Yamhill

May 9, 1985. Personally appeared Michael Warren and

Eileen Hall, who, being sworn, stated that they are the

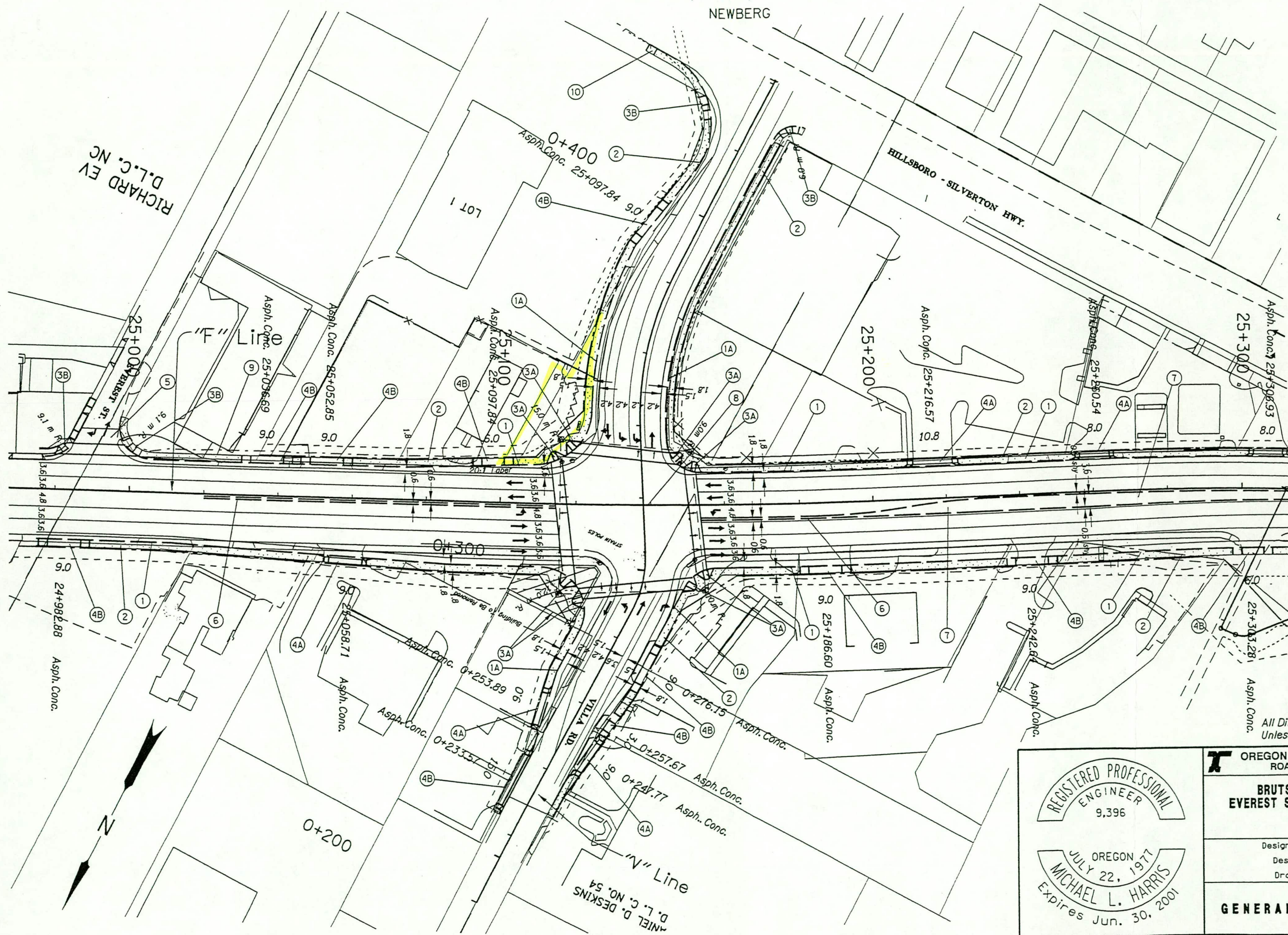
City Manager and Mayor of the City of Heberg and that

this instrument was voluntarily signed in behalf of the city by authority of its Common



Charles M. Page
Notary Public for Oregon

My Commission expires 1-17-86



All Dimensions Are In Meters (m)
Unless Otherwise Noted.



OREGON DEPARTMENT OF TRANSPORTATION
ROADWAY ENGINEERING SECTION

**BRUTSCHER ST. - EVEREST ST. &
EVEREST ST. - MAIN ST. (NEWBERG) SECS.**
PACIFIC HIGHWAY WEST
YAMHILL COUNTY

Design Team Leader - Michael L. Harris
Designed By - Tandra Mortensen
Drafted By - Robert J. Erpelding

GENERAL CONSTRUCTION

SHEET
NO.
8A

- ① Const. Type "C" Curb
①A Const. Type "A" Curb

- ② Const. P.C. Conc. Walk

- Const. Sidewalk Ramp
③A Perpendicular Sidewalk Ramp - 8
③B Parallel Sidewalk Ramp - 4
(For Details, See Sht. 2X-X)

- Const. P.C. Conc. Driveway
④A Partially Lowered Sidewalk, Option A - 4
④B Fully Lowered Sidewalk, Option B - 11
④C Driveway In Wide Sidewalk, Option D - 0

- ⑤ Const. Asph. Conc. Street Connection

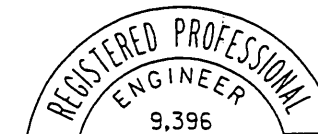
- ⑥ Sta. "F" 25+025 To Sta. "F" 25+111
Sta. "F" 25+156 To Sta. "F" 25+190
Const. P.C. Conc. Traffic Separator Type "C"
With 300 mm Drain @ 6 m Intervals

- ⑦ Const. P.C. Conc. Island Non-Mountable - Type "C"

- ⑧ Const. Traffic Signal
(See Drg. No.

- ⑨ Const. Type "C" Modified Curb
(For Details, See Sht.

- ⑩ Const. Asph. Conc. Ramp
For Details, See Sht.



OREGON DEPARTMENT OF TRANSPORTATION
ROADWAY ENGINEERING SECTION

**BRUTSCHER ST. - EVEREST ST. &
EVEREST ST. - MAIN ST. (NEWBERG) SECS.**
PACIFIC HIGHWAY WEST
YAMHILL COUNTY

Design Team Leader - Michael L. Harris
Designed By - Taundra Mortensen
Drafted By - Robert J. Erpelding

GENERAL CONSTRUCTION

SHEET
NO.
8B

829 N. Highway 99W
P.O. Box 267
McMinnville, Oregon 97128
(503) 472-6101 FAX (503) 434-5311

PRELIMINARY REPORT NO. 81916

OREGON DEPT. OF TRANSPORTATION
ATTN: LINDA BEVERIDGE
REGION 1 RIGHT OF WAY
123 NW FLANDERS
PORTLAND, OR 97209

Re: FILE NO. 6468-014
1542 E PORTLAND RD
NEWBERG, OR 97132

We are prepared to issue title insurance policy(ies) in the usual form as follows. These are good faith estimates only.

	LIABILITY	PREMIUM
1992 ALTA Owner's Policy	\$25,000.00	\$225.00
GOVERNMENT SERVICE FEE		\$25.00

Our title insurance policy(ies) will insure title to the land described as follows:

-----SEE ATTACHED EXHIBIT A-----

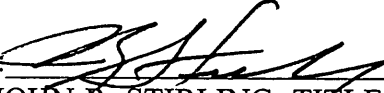
Vestee:

-----THE CITY OF NEWBERG, OREGON, a municipal corporation.-----

Dated as of August 16, 1999 at 8:00 a.m.

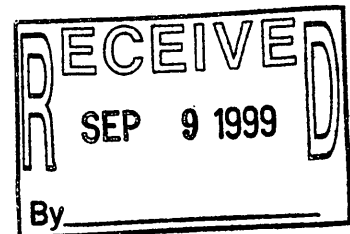
Subject to the exceptions, exclusions, conditions and stipulations which are part of said policy, and to exceptions as shown herein.

TICOR TITLE INSURANCE COMPANY

By: 
JOHN R. STIRLING, TITLE OFFICER

"Laurie"

AC



Schedule B of the Policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS

1. a. 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.
- b. 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. a. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records.
- b. Any 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. a. Unpatented mining claims;
- b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
- c. Water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

INFORMATIONAL NOTE: As of June 6, 1997, Ticor Title Insurance Company is required to charge a \$25.00 government service fee in addition to all other charges connected with this file.

1998-99 Tax Lot No. R3220BA-00900, Account No. 56959, Tax Code No. 29.10 and Tax Lot No. R3220BA-01000, Account No. 56968, Tax Code No. 29.10 exempt from ad valorem taxation pursuant to ORS 307.090 et sequitur.

6. Rights of the public in streets, roads and highways.
7. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux, to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 241, Deed and Mortgage Records.
8. Permanent slope easement, including the terms and provisions thereof, given by Edward H. Wagner, et ux, to the State of Oregon, by and through its State Highway Commission, dated June 11, 1962 and recorded June 19, 1962 in Film Volume 23, Page 241, Deed and Mortgage Records.
9. Covenants for lateral support and for slope easements, including the terms and provisions thereof, as set forth in Deeds to the State of Oregon by and through its Department of Transportation, recorded June 20, 1985 in Film Volume 195, Page 883 and recorded October

7, 1986 in Film Volume 207, Page 598, Deed and Mortgage Records.

10. Newberg City Liens, if any.

WE HAVE REQUESTED A SEARCH AND WILL ADVISE IF ANY UNPAID LIENS ARE DISCLOSED. There will be a \$10.00 fee for this service.

END OF REPORT

LIST OF SALES

File: 6468-014
Section: Everest St.-Main St.
Highway: Pacific Hwy. West

Please complete and return this form to the Highway Division with the preliminary title report listing below all sales within the past 10 years.

Please include the sale to the present Owner(s). Be sure to show the following: (1) the parties to the transaction, (2) date of purchase, and (3) amount of consideration or internal revenue stamps.

"NONE" SEE VESTING DEED ATTACHED AND COPY OF DEEDS OUT TO ODOT

NOTE: If there have been no sales, indicate this by writing "NONE" above.

Ticor Title Insurance

Date

JOHN STIRLING

8-16-99

DEPARTMENT OF TRANSPORTATION

R/W Section, 123 N.W. Flanders, Portland, OR 97209-4037

PAR1 T003184AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #1

PIN#: R3220BA 00900

001 ACCOUNT#:56959

LEVY CODE: 29.10

PCA: 9406

STAT CLASS:

NBRHOOD: CMM6

OWNER: NEWBERG CITY OF

BUYER:

AGENT:

ADDRESS:

EXEMPTION-ORS #: 307.090

EXEMPT:X

1/4 %:

SR CIT:

NEWBERG OR

97132-

CURRENT YR (1998) VALUES RMV:

PRIOR YR (1997) VALUES

M/V LAND: 38817

LAND:

38817 TOTAL LAND:

SP ASSD LAND:

IMPS:

TOTAL IMPS:

TOTAL LAND:

38817TOTL:

38817 TOTAL TCV:

STRUCTURES:

SPECIAL ASSESSMENTS

OTHER IMPS:

-TYPE-

-UNITS-

TOTAL IMPROVEMENTS:

TRUE CASH VALUE:

38817

ASSESSED VALUE:

38817+

TOTAL EXEMPTIONS:

38817+

DISQ TAX:

DISQ DATE:

TOTAL TAXABLE:

DISQ REASON:

RELIEF:

XMT@

13:50:09:42 INQUIRY REQUEST

75 1 Pg=1 FORM RCV LTAI

C1STOT003183AUG23999908

NEXT ACTIVITY

YAMHILL COUNTY
STATEMENT OF ACCOUNT

PIN#: R3220BA 00900

001 ACCOUNT 56959

INT/DISC TO: 91599

START YEAR: 1991

YEAR	LEVIED TAX	UNPAID TAX	FEE(S)	INT/DISC	PAYMENTS	AMOUNT DUE
1998						
1997						
1996						
1995						
1994						
1993						
1992						
1991						

--- ACTIONS ---

SI: 1542

TOTAL DUE:
E PORTLAND RD

NEWBERG CITY OF

TXBL: 38817+ NEWBERG OR 97132

PEN: M#: L#:

DQTX: LEVY CODES: 29.10

LEGAL: .11 ACRES IN SEC 20 T3S R2W .11 AC D DESKINS DLC SEC 20 T3S @

13:49:57:78 SUCCESSFUL ENTRY 0003182

75 1 Pg=1 FORM RCV LTAI

PAR2 T003185AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #2

PIN#: R3220BA 00900

001 ACCOUNT#:56959

SITUS: HOUSE #: 1542
UNIT:

STREET: E PORTLAND RD
CITY: NEWBERG

LEGAL: .11 ACRES IN SEC 20 T3S R2W

.11 AC D DESKINS DLC SEC 20 T3S R2W

VOL/PAGE: 128/0758 INSTR YR/NBR:

PARENT PIN#:

COURT DEC:

PAR1 MH#:

REVIEW:

MH PIN#:

BOPTA:

MH PIN#:

MAGISTRATE:

MH PIN#:

D OF R:

TAX CT:

ZONES: C2

NOTES:

AFFIDAVITS:

SPECIAL CONDITION CODE:

LAST UPDATE: 02/06/1998

XMT@

13:50:17:03 INPUT REQUEST

0.00

75 1 Pg=1 FORM RCV LTAI

LEGALT003186AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY
LEGAL DESCRIPTION

CITY OF NEWBERG

PIN#: R3220BA 00900

001 ACCOUNT#: 56959

LOT/BLOCK/SUBDIV:

ACREAGE: .11 SQUARE FOOTAGE: 0 NEXT LEGAL 0

A/C/D

DESCRIPTION

LINE

.11 AC D DESKINS DLC SEC 20 T3S R2W

1
2
3
4
5
6
0
0
0
0
0
0
0

V & P F207/0598

A
A
A
A
A
A
A
A

CARTOG NOTES X/Y/N N REVISION REMARKS X/Y/N N XMT@

13:50:21:35 INPUT REQUEST

0.00

75 1 Pg=1 FORM RCV LTAI

CISTOT003191AUG23999908

NEXT ACTIVITY

YAMHILL COUNTY
STATEMENT OF ACCOUNT

PIN#: R3220BA 01000

001 ACCOUNT 56968

INT/DISC TO: 91599

START YEAR: 1991

YEAR	LEVIED TAX	UNPAID TAX	FEE(S)	INT/DISC	PAYMENTS	AMOUNT DUE
1998						
1997						
1996						
1995						
1994						
1993						
1992						
1991						

--- ACTIONS ---

SI:

TOTAL DUE:
E PORTLAND RD

NEWBERG CITY OF

TXBL: 8913+ NEWBERG OR 97132

PEN: M#: L#:

DQTX: LEVY CODES: 29.10

LEGAL: .23 ACRES- IN SEC 20 T3S R2W .023 AC SEC 20 T3S R2W @

13:51:05:82 INPUT REQUEST 0.00

75 1 Pg=1 FORM RCV LTAI

PAR1 T003190AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #1

PIN#: R3220BA 01000

001 ACCOUNT#:56968

LEVY CODE: 29.10

PCA: 9406

STAT CLASS:

NBRHOOD: CMM6

OWNER: NEWBERG CITY OF

BUYER:

AGENT:

EXEMPTION-ORS #: 307.090

ADDRESS:

EXEMPT:X

1/4 %:

SR CIT:

NEWBERG OR

97132-

CURRENT YR (1998) VALUES RMV:

PRIOR YR (1997) VALUES

M/V LAND: 8913

LAND:

8913 TOTAL LAND:

SP ASSD LAND:

IMPS:

TOTAL IMPS:

TOTAL LAND:

8913TOTL:

8913 TOTAL TCV:

STRUCTURES:

SPECIAL ASSESSMENTS

OTHER IMPS:

-TYPE-

-UNITS-

TOTAL IMPROVEMENTS:

TRUE CASH VALUE:

8913

ASSESSED VALUE:

8913+

TOTAL EXEMPTIONS:

8913+

DISQ TAX:

DISQ DATE:

TOTAL TAXABLE:

DISQ REASON:

RELIEF:

XMT@

13:50:59:95 INQUIRY REQUEST

75 1 Pg=1 FORM RCV LTAI

LEGALT003193AUG23999908

EXEMPT

CITY OF NEWBERG

YAMHILL COUNTY
LEGAL DESCRIPTION

NEXT ACTIVITY

PIN#: R3220BA 01000

001 ACCOUNT#: 56968

LOT/BLOCK/SUBDIV:

ACREAGE: .23 SQUARE FOOTAGE: 0 NEXT LEGAL 0

A/C/D	DESCRIPTION	LINE
	.023 AC SEC 20 T3S R2W	1
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0
A		0

CARTOG NOTES X/Y/N N REVISION REMARKS X/Y/N N XMT@

13:51:18:40 INPUT REQUEST

0.00

75 1 Pg=1 FORM RCV LTAI

PAR2 T003192AUG23999908

NEXT ACTIVITY

EXEMPT

YAMHILL COUNTY

CITY OF NEWBERG

REAL PROP ASSESSMENT INQUIRY #2

PIN#: R3220BA 01000

001 ACCOUNT#:56968

SITUS: HOUSE #:

STREET: E PORTLAND RD

UNIT:

CITY: NEWBERG

LEGAL: .23 ACRES IN SEC 20 T3S R2W

.023 AC SEC 20 T3S R2W

VOL/PAGE: 128/0758 INSTR YR/NBR:

PARENT PIN#:

COURT DEC:

PAR1 MH#:

REVIEW:

MH PIN#:

BOPTA:

MH PIN#:

MAGISTRATE:

MH PIN#:

D OF R:

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SPECIAL CONDITION CODE:

LAST UPDATE: 02/06/1998

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13:51:12:09 INQUIRY REQUEST

75 1 Pg=1 FORM RCV LTAI

RETURN TO
OREGON STATE HIGHWAY DIVISION
RIGHT OF WAY SECTION
STATE HIGHWAY BLANK ROOM 119
SALEM, OREGON 97310

FILED 195 PAGE 882
Highway Division
File 54291
12-3-1487

ORIGINAL

FILED 195 PAGE 883

Highway Division
File 54291
12-3-1487

199
The CITY OF NEWBERG, Oregon, a municipal corporation, Grantor, hereby conveys
unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway
Division, Grantee, the following described property, to wit:

PARCEL 1

A parcel of land lying in Lot 1 of Section 20, Township 3 South,
Range 2 West, W.M., Yamhill County, Oregon and being a portion of that
property described in that deed to the City of Newberg, Oregon, recorded
in Film Volume 128, Page 758, Records of Yamhill County; the said parcel
being that portion of said property included in a strip of land variable
in width, lying on each side of the center line of Villa Road which
center line is described as follows:

Beginning at Engineer's center line Station "V" 8+00, said station
being 662.32 feet North and 4.00 feet East of the Southeast corner of
the Daniel D. Deskins D.L.C. Mo. 54, Township 3 South, Range 2 West,
W.M.; thence South 0° 27' 19" West 146.29 feet; thence on a 102.31 foot
radius curve left (the long chord of which bears South 14° 43' 52.5"
East 53.60 feet) 54.24 feet; thence South 29° 55' 04" East 110.61 feet;
thence on a 286.48 foot radius curve right (the long chord of which
bears South 14° 49' 34" East 149.18 feet) 150.92 feet; thence South 0°
15' 56" West 184.57 feet to Engineer's center line Station "V" 14+46.63.

The widths in feet of the strip of land above referred to are as
follows:

Station to	Station	Width on Easterly Side of Center Line	Width on Westerly Side of Center Line
"V"10+65	"V"10+95	120 in a straight line to 60	
"V"10+95	"V"11+11.14	60 in a straight line to 39	
"V"11+11.14	"V"12+00	39	
"V"12+00	"V"12+62.06	39 in a straight line to 35	
"V"10+65	"V"10+95		50 in a straight line to 25
"V"10+95	"V"12+62.06		25

True bearings based on Solar Observation taken July 26, 1984 by
Oregon State Highway Division Survey.

The parcel of land to which this description applies contains
11,320 square feet, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement
to construct and maintain highway slopes, necessitated by the construction, operation,
and maintenance of the Villa Road Connection (Newberg) Section of the Hillsboro-
Silverton Highway, upon the following described property, to wit:

PARCEL 2

A parcel of land lying in Lot 1 of Section 20, Township 3 South,
Range 2 West, W.M., Yamhill County, Oregon and being a portion of that
property described in that deed to the City of Newberg, Oregon, recorded
in Film Volume 128, Page 758, Records of Yamhill County; the said parcel
being that portion of said property included in a strip of land variable

NORTHWEST TITLE COMPANY

in width, lying on the Easterly side of the center line of Villa Road
which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as
follows:

Station to	Station	Width on Easterly Side of Center Line
"V"10+65	"V"12+00	44
"V"12+00	"V"12+62.06	44 in a straight line to 40

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 790
square feet, more or less.

IT IS UNDERSTOOD that nothing in this easement will be construed to prevent
Grantor from the use of said property, provided, however, that such use shall not be
permitted to interfere with the rights herein granted or endanger the lateral support
to said highway. It is also understood that Grantee shall never be required to remove
the slope materials placed by it on said property, nor shall Grantee be subject to any
damages to Grantor, its successors and assigns, by reason thereof or by reason of any
change of grade of the highway abutting said property.

The true and actual consideration received by Grantor for this conveyance is
\$ Gratts

Dated this 22 day of May 1985.

STATE OF OREGON)

County of Yamhill

I hereby certify that the
within was received and duly
recorded by me in Yamhill
County records:

04443
FILED
YAMHILL COUNTY, OREGON
JUN 20 PM 2:54

CHARLES STERN
COUNTY CLERK

CITY OF NEWBERG

By Michael Warren

Title City Manager

By Elissa Hall

Title Mayor

STATE OF OREGON, County of Yamhill

May 8, 1985. Personally appeared Michael Warren and
Elissa Hall, who, being sworn, stated that they are the
City Manager and Mayor of the City of Newberg and that

this instrument was voluntarily signed in behalf of the city by authority of its Common
Council.

NOTARY PUBLIC
STATE OF OREGON

By Charles Stern
Notary Public for Oregon

My Commission expires 1-17-86

3-20-85
Page 2 - 10
apl/2

1986 OCT -7 AM 12:12

F207P0599

Highway Division
File 54291
18-3-1487

in width, lying on the Easterly side of the center line of Villa Road which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line
"V"10+65		"V"12+00	44
"V"12+00		"V"12+62.06	44 in a straight line to 40

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 790 square feet, more or less.

IT IS UNDERSTOOD that nothing in this easement will be construed to prevent

Grantor from the use of said property, provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support to said highway. It is also understood that Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantor, its successors and assigns, by reason thereof or by reason of any change of grade of the highway abutting on said property.

The true and actual consideration received by Grantor for this conveyance is

\$ Scatts

Dated this 8th day of May, 1985.

STATE OF OREGON)

County of Yamhill

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES STERN, COUNTY CLERK

STATE OF OREGON, County of Yamhill

May 8, 1985. Personally appeared Michael Warren and Elvern Hall, who, being sworn, stated that they are the

City of Newberg and Mayer of the City of Newberg and that this instrument was voluntarily signed in behalf of the city by authority of its Common Council.



CITY OF NEWBERG

By Michael Warren

Title City Manager

By Elvern Hall

Title Mayer

Paula Page
Notary Public for Oregon

My Commission expires 1-12-86

City of Newberg

1986 OCT -7 AM 12:12

F207P0598

Highway Division
File 54291
18-3-1487

DEED

The CITY OF NEWBERG, Oregon, a municipal corporation, Grantor, hereby conveys unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, the following described property, to wit:

PARCEL 1

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, Oregon, recorded in File Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of Villa Road which center line is described as follows:

Beginning at Engineer's center line Station "V" 8+00, said station being 662.32 feet North and 4.00 feet East of the Southeast corner of the Daniel D. Deskins D.L.C. No. 54, Township 3 South, Range 2 West, W.M.; thence South 0° 27' 19" West 146.29 feet; thence on a 102.31 foot radius curve left (the long chord of which bears South 14° 43' 52.5" East 53.60 feet) 54.24 feet; thence South 29° 55' 04" East 110.61 feet; thence on a 286.48 foot radius curve right (the long chord of which bears South 14° 49' 34" East 149.18 feet) 150.92 feet; thence South 0° 15' 56" West 184.37 feet to Engineer's center line Station "V" 14+46.63.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line	Width on Westerly Side of Center Line
"V"10+65		"V"10+95	120 in a straight line to 60	
"V"10+95		"V"11+11.14	60 in a straight line to 39	
"V"11+11.14		"V"12+00	39	
"V"12+00		"V"12+62.06	39 in a straight line to 35	
"V"10+65		"V"10+95		50 in a straight line to 25
"V"10+95		"V"12+62.06		25

True bearings based on Solar Observation taken July 26, 1984 by Oregon State Highway Division Survey.

The parcel of land to which this description applies contains 11,320 square feet, more or less.

Grantor also grants to Grantee, its successors and assigns, a permanent easement to construct and maintain highway slopes, necessitated by the construction, operation, and maintenance of the Villa Road Connection (Newberg) Section of the Hillsboro-Silverton Highway, upon the following described property, to wit:

PARCEL 2

A parcel of land lying in Lot 1 of Section 20, Township 3 South, Range 2 West, W.M., Yamhill County, Oregon and being a portion of that property described in that deed to the City of Newberg, Oregon, recorded in File Volume 128, Page 758, Records of Yamhill County; the said parcel being that portion of said property included in a strip of land variable

179 out of 90

179 out of 90

20-3-2 20-00 (66) 00 MC MINNIVILLE

FORM NO. 70-WARRANTY DEED

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That MARY LOU BOUDREAU and LUCY BOUDREAU, as tenants in common, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Newberg, Oregon, a municipal corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

PARCEL 1: Beginning on the East line of the D.D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, at a point 2.66 chains North of the Southeast corner of the said Claim; thence North 65° East, 120 feet to the TRUE place of beginning; thence North 65° East, 45 feet to a point; thence North 3.45 chains to a point in the center of State Highway 199 West; thence South 65° West along the center line of said State Highway to a point North 65° East 22 feet from the East line of said D.D. Deskins Claim, which point is also the Northeast corner of land conveyed to John J. Fortune and wife by deed recorded March 10, 1950 in book 156 page 418, Deed Records; thence Southeast along the Northeast line of said John J. Fortune tract to the TRUE place of beginning.

EXCEPT that portion of the above described premises conveyed to the State of Oregon for highway purposes.

PARCEL 2: The West half of the following described real property: Situate, lying and being in Section 20 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon and particularly described as follows: Beginning at an iron pipe set North 175.56 feet, North 65°00' East 165.0 feet, South 89°36' East 20.0 feet and North 100.0 feet from the Southeast corner of the D.D. Deskins Donation Land Claim; thence North 109.50 feet to an iron pipe set on the South boundary line of Highway 99 West as now established; thence South 64°03' West, 22.1 feet to an iron pipe; thence South 100.0 feet to a point; thence South 89°36' East 20.0 feet to the point of beginning-----

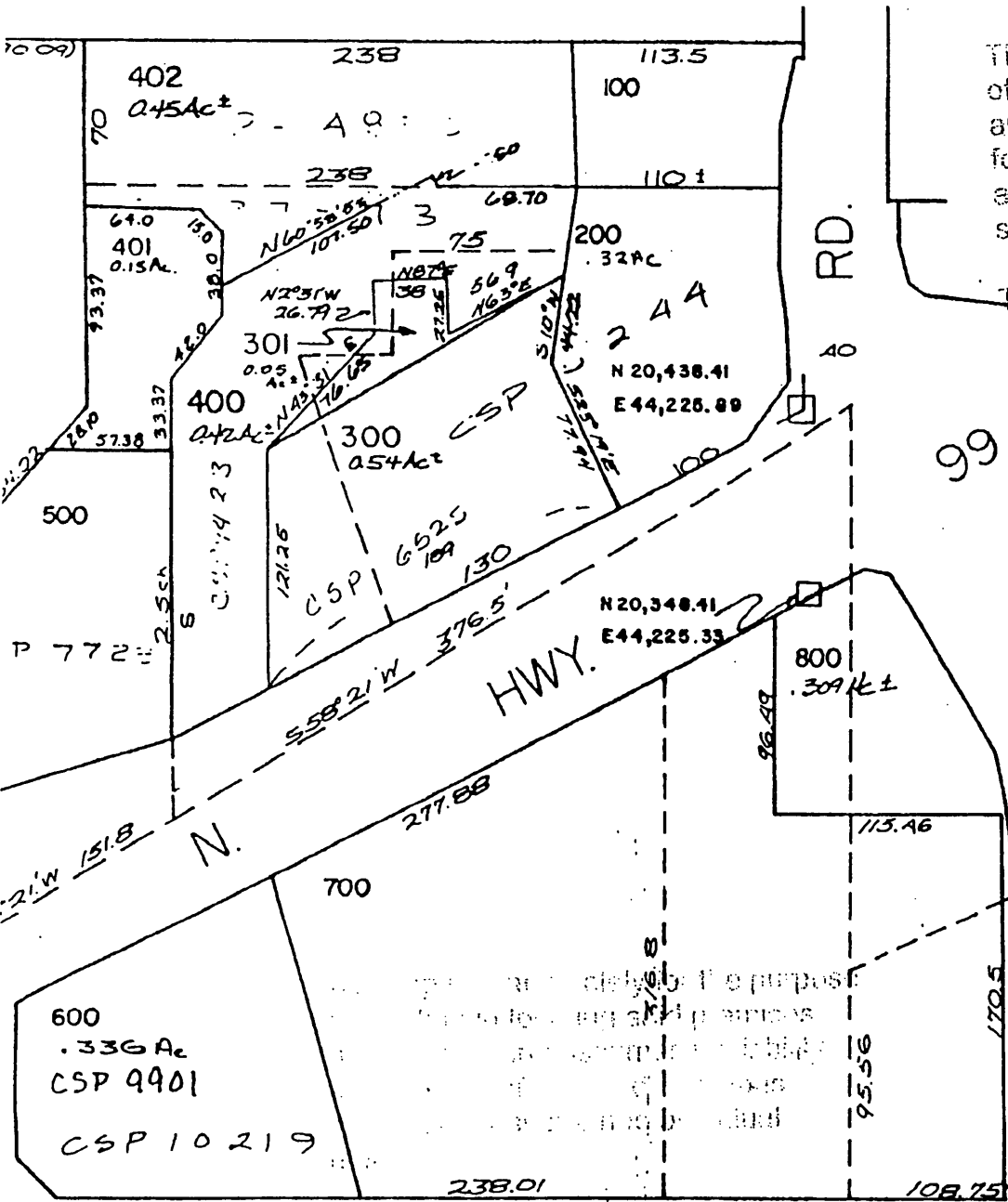
NOTE: The real property above described has a mobile home permanently affixed to the real property and said mobile home is a 1961 Hensel bearing serial number 5SX114580 and was licensed under Oregon license # X90100 and this deed conveys title to said mobile home not withstanding a simultaneously

Mary Lou Boudreau & Lucy Boudreau 2926 S.W. Boundary Portland Oregon 97201 GRANTOR'S NAME AND ADDRESS	STATE OF OREGON 61162 County of Yamhill
City of Newberg 414 E. 1st Street Newberg Oregon 97132 GRANTEE'S NAME AND ADDRESS	I certify that the within instrument was received for record on the 14 day of April, 1978 at 3:42 o'clock P.M. and recorded in book 158 on page 758 or as file/reel number Record of Deeds of said county. -Witness my hand and seal of County aforesaid. WANDA CATT, COUNTY CLERK
After recording return to: City of Newberg 414 E. 1st Street Newberg Oregon 97132 NAME, ADDRESS, ZIP	By <i>[Signature]</i> Recording Officer Deputy.

There is a change in reported of the statements shall be used to the following address:
City of Newberg
414 E. 1st St.
Newberg Oregon 97132
NAME, ADDRESS, ZIP

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)



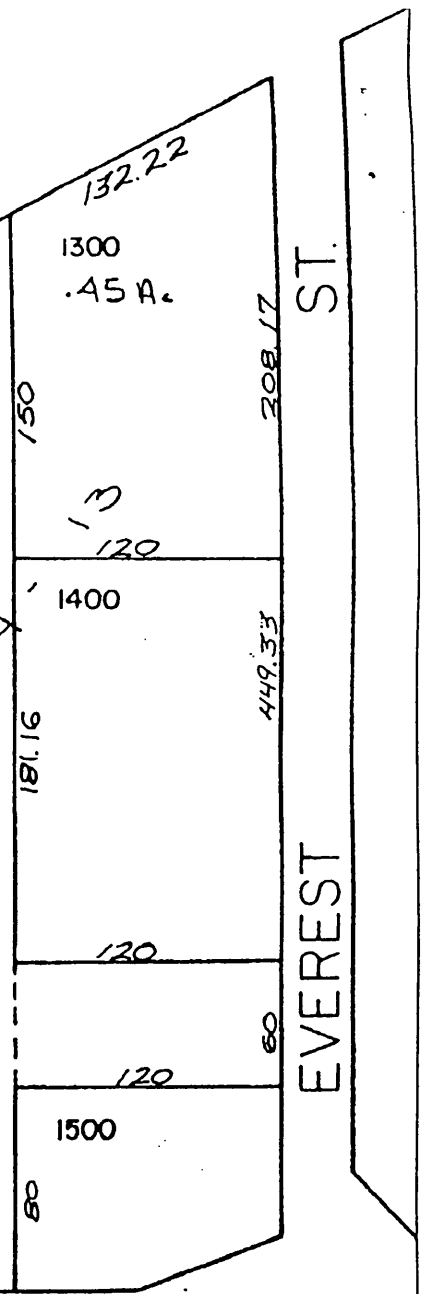
This map is made solely for the purpose of assisting in locating said premises and the company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

TICOR TITLE INSURANCE COMPANY

1000

VILLA

29.10



ST. EVEREST

ST.

PAUL

HWY.

(O.S.H. 219)

S.E. Corner Daskins D.L.C.

