

WARRANTY DEED (INDIVIDUAL)

JOHN F. ROSHAK and BETTEJANE ROSHAK, as tenants by the entirety, herein called grantor, convey(s) to CITY OF NEWBERG, all that real property situated in the County of Yamhill, State of Oregon, described as:

See Exhibit A attached hereto and made a part hereof.

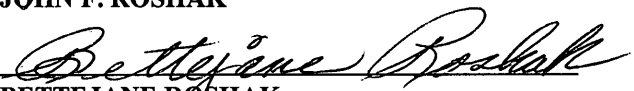
and covenant(s) that grantor is the owner of the above described property free of all encumbrances except 2000/2001 Taxes, a lien not yet payable; Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$320,000.00.

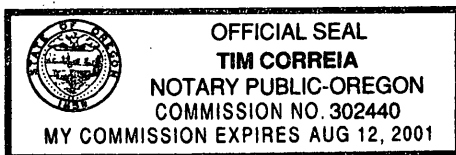
Dated this 13 day of September, 2000.


JOHN F. ROSHAK

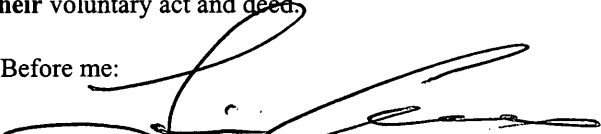

BETTEJANE ROSHAK

STATE OF OREGON, County of Yamhill) ss.

On September 13, 2000, personally appeared the above named JOHN F. ROSHAK and BETTEJANE ROSHAK and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:


Notary Public for Oregon

My commission expires: 8/12/2001

WARRANTY DEED (INDIVIDUAL)

JOHN F. ROSHAK and BETTEJANE ROSHAK, as tenants by the entirety

TO

CITY OF NEWBERG

After Recording Return to:
CITY OF NEWBERG
City Hall
Newberg, Oregon 97132

STATE OF OREGON,)

) ss.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



31.00

00040998200013258002

200013258

9:31:50 AM 09/14/2000

DMR DDMR 1 - 3 KAREN
10.00 10.00 11.00

Title

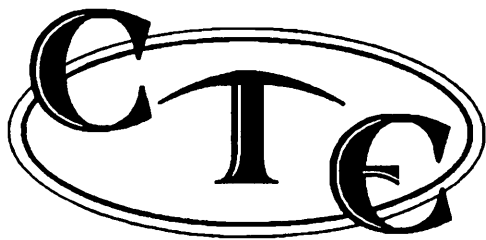
By _____ Deputy

Exhibit A

That certain tract of land lying in the Iri Orton Donation Land Claim, Notification #4161, Section 15, Township 3 South, Range 2 West of the Willamette Meridian, in the County of Yamhill and State of Oregon and being described as follows:

Beginning at a point 13.76 chains North of the quarter post on the line between Sections 15 and 22 of said Township and Range; thence North (Var. 21° East) 7.90 chains to a set stake & stone for the Northeast corner; thence South 80-3/4° West 25.65 chains to S. Brutscher's East line; thence South on said line 7.90 chains to a set stake and stone; thence North 80-3/4° East 25.65 chains to the place of beginning..

EXCEPTING THEREFROM that portion lying West of County and State Road #873.

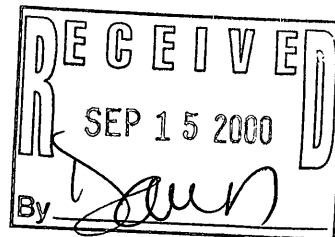


**CHEHALEM
TITLE & ESCROW CO.
INC.**

122C N. Everest ♦ Newberg, Oregon ♦ 97132
Bus: (503) 538-0435 ♦ Fax: (503) 538-9890

September 14, 2000

City of Newberg
City Hall
Newberg, Oregon 97132
ATTEN Terry Mahr



RE: Escrow #: **00006427**
31451 NE Corral Creek Rd.
Newberg, OR 97132
JOHN F. ROSHAK and BETTEJANE ROSHAK/CITY OF NEWBERG

In connection with the above, we enclose the following:

1. Our check in the amount of \$4.00.
2. Original Policy of Title Insurance.
3. Original, recorded Warranty Deed.
4. Final HUD.
5. Receipt for Closing Deposit.

Yours Very Truly,

Chehalem Title & Escrow Co., Inc.

Tim Correia
Escrow Officer

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT Chehalem Title & Escrow, Inc. 122 N. Everest Road, Suite C PO Box 231 Newberg, OR 97132 (503) 538-0435 FINAL	B. TYPE OF LOAN 1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. ESCROW FILE NUMBER: 00006427-001 TAC 7. LOAN NUMBER: 8. MORTGAGE INSURANCE CASE NUMBER:
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C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER:	CITY OF NEWBERG
ADDRESS OF BORROWER:	City Hall Newberg, Oregon 97132
E. NAME OF SELLER:	JOHN F. ROSHAK and BETTEJANE ROSHAK
ADDRESS OF SELLER:	31451 NE Corral Creek Rd. Newberg, OR 97132

F. NAME OF LENDER:	
ADDRESS OF LENDER:	

G. PROPERTY LOCATION:	31451 NE Corral Creek Rd. Newberg, OR 97132 Yamhill County R3215 01300
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H. SETTLEMENT AGENT:	Chehalem Title & Escrow, Inc.
PLACE OF SETTLEMENT:	122 N. Everest Road, Suite C, PO Box 231, Newberg, OR 97132

I. SETTLEMENT DATE:	9/14/2000	PRORATION DATE:	9/14/2000
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J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	320,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to Borrower (line 1400)	321.00	403.	
104.		404.	
105.		405.	

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:		ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. GROSS AMOUNT DUE FROM BORROWER:	320,321.00	420. GROSS AMOUNT DUE TO SELLER:	

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit to Close	314,934.59	504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:		ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes 07/01/00 to 09/14/00	390.41	511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	320,325.00	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER:	

300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from Borrower (line 120)	320,321.00	601. Gross amount due to Seller (line 420)	
302. Less amount paid by/for Borrower (line 220)	320,325.00	602. Less reduction in amount due Seller (line 520)	
303. CASH (☐ FROM) (☒ TO) BORROWER:	4.00	603. CASH (☐ FROM) (☒ TO) SELLER	

L. SETTLEMENT CHARGES

ESCROW FILE NUMBER: 00006427-001 TAC

700. TOTAL SALES/BROKER'S COMMISSION:			
BASED ON PRICE\$		320,000.00 @	%=
DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:			
701. \$	to		
702. \$	to		
703. Commission paid at settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN:			
801. Loan Origination Fee		%	
802. Loan Discount Fee		%	
803. Appraisal Fee to:			
804. Credit Report to:			
805. Lenders Inspection Fee			
806. Mortgage Insurance Application Fee to:			
807. Assumption Fee			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:			
901. Interest From	to	@ /day	% (days)
902. Mortgage Insurance Premium for		Month(s) to	
903. Hazard Insurance Premium for		Years(s) to	
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER:			
1001. Hazard Insurance		months @ \$	per month
1002. Mortgage Insurance		months @ \$	per month
1003. City Property Taxes		months @ \$	per month
1004. County Property Taxes		months @ \$ 158.33	per month
1005. Annual Assessments		months @ \$	per month
1006.		months @ \$	per month
1007.		months @ \$	per month
1008. Aggregate Acct. Adj.		months @ \$	per month
1100. TITLE CHARGES:			
1101. Settlement or closing fee		to Chehalem Title & Escrow, Inc.	290.00
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's Fees			
(includes above items numbers:		)	
1108. Title Insurance			
(includes above items numbers:		)	
1109. Lenders coverage:		\$	
1110. Owner's coverage		\$ 320,000.00	
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:			
1201. Recording Fees: Deed \$		31.00 Mortgage \$	Release \$ 31.00
1202. City/County tax/stamps		Deed \$	Mortgage \$
1203. State tax/stamps		Deed \$	Mortgage \$
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES:			
1301. Survey			
1302. Pest Inspection			
1303.			
1304.			
1305.			
1306.			
1307. **See attached for breakdown			
1400. TOTAL SETTLEMENT CHARGES (Enter on line 103,Section J - and - line 502, Section K)			321.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and Disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Newberg

Charles C. Cox, Mayor

JOHN F. ROSHAK

	Borrowers	BETTEJANE ROSHAK	Sellers
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.			
	Settlement Agent	9/14/60	Date
Chehalem Title & Escrow, Inc.			

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

Chehalem Title & Escrow, Inc.
122 N. Everest Road, Suite C
PO Box 231
Newberg, OR 97132
(503) 538-0435

PRE-AUDIT figures are subject to change

B. TYPE OF LOAN

1. ☐ FHA
2. ☐ FMHA
3. ☐ CONV. UNINS.
4. ☐ VA
5. ☐ CONV. INS.

6. ESCROW FILE NUMBER:
00006427-001 TAC

7. LOAN NUMBER:

8. MORTGAGE INSURANCE CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: CITY OF NEWBERG

ADDRESS OF BORROWER: City Hall
Newberg, Oregon 97132

E. NAME OF SELLER: JOHN F. ROSHAK and BETTEJANE ROSHAK

ADDRESS OF SELLER: 31451 NE Corral Creek Rd.
Newberg, OR 97132

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION: 31451 NE Corral Creek Rd.
Newberg, OR 97132
Yamhill County R3215 01300

H. SETTLEMENT AGENT: Chehalem Title & Escrow, Inc.

PLACE OF SETTLEMENT: 122 N. Everest Road, Suite C, PO Box 231, Newberg, OR 97132

I. SETTLEMENT DATE: 9/14/2000 PRORATION DATE: 9/14/2000

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

400. GROSS AMOUNT DUE TO SELLER:

101. Contract Sales Price	320,000.00
102. Personal Property	
103. Settlement charges to Borrower (line 1400)	325.00
104.	
105.	

401. Contract Sales Price	
402. Personal Property	
403.	
404.	
405.	

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

106. City/Town Taxes	
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	

406. City/Town Taxes	
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	

120. GROSS AMOUNT DUE FROM BORROWER:

320,325.00

420. GROSS AMOUNT DUE TO SELLER:

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

201. Deposit or earnest money	5,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

501. Excess deposit (see instructions)	
502. Settlement charges to Seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

210. City/Town Taxes	
211. County Taxes 07/01/00 to 09/14/00	390.41
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

220. TOTAL PAID BY/FOR BORROWER

5,390.41

520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER:

300. CASH AT SETTLEMENT FROM/TO BORROWER:

600. CASH AT SETTLEMENT TO/FROM SELLER:

301. Gross amount due from Borrower (line 120)	320,325.00
302. Less amount paid by/for Borrower (line 220)	5,390.41
303. CASH (☒ FROM) (☐ TO) BORROWER:	314,934.59

601. Gross amount due to Seller (line 420)	
602. Less reduction in amount due Seller (line 520)	
603. CASH (☐ FROM) (☒ TO) SELLER	

700. TOTAL SALES/BROKER'S COMMISSION:				
BASED ON PRICE\$		320,000.00 @	%=	
DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:				
701. \$	to			PAID FROM BORROWER'S FUNDS AT SETTLEMENT
702. \$	to			
703. Commission paid at settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN:				
801. Loan Origination Fee %				
802. Loan Discount Fee %				
803. Appraisal Fee to:				
804. Credit Report to:				
805. Lenders Inspection Fee				
806. Mortgage Insurance Application Fee to:				
807. Assumption Fee				
808.				
809.				
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:				
901. Interest From		to	@ /day	% (days)
902. Mortgage Insurance Premium for		Month(s) to		
903. Hazard Insurance Premium for		Years(s) to		
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER:				
1001. Hazard Insurance		months @ \$	per month	
1002. Mortgage Insurance		months @ \$	per month	
1003. City Property Taxes		months @ \$	per month	
1004. County Property Taxes		months @ \$ 158.33	per month	
1005. Annual Assessments		months @ \$	per month	
1006.		months @ \$	per month	
1007.		months @ \$	per month	
1008. Aggregate Acct. Adj.		months @ \$	per month	
1100. TITLE CHARGES:				
1101. Settlement or closing fee		to Chehalem Title & Escrow, Inc.		290.00
1102. Abstract or title search				
1103. Title examination				
1104. Title insurance binder				
1105. Document preparation				
1106. Notary fees				
1107. Attorney's Fees				
(includes above items numbers:)				
1108. Title Insurance				
(includes above items numbers:)				
1109. Lenders coverage:		\$		
1110. Owner's coverage		\$ 320,000.00		
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:				
1201. Recording Fees: Deed \$		35.00 Mortgage \$	Release \$	35.00
1202. City/County tax/stamps		Deed \$	Mortgage \$	
1203. State tax/stamps		Deed \$	Mortgage \$	
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES:				
1301. Survey				
1302. Pest Inspection				
1303.				
1304.				
1305.				
1306.				
1307. **See attached for breakdown				
1400. TOTAL SETTLEMENT CHARGES (Enter on line 103,Section J - and - line 502, Section K)				325.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and Disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

City of Newberg

Charles C. Cox, Mayor

JOHN F. ROSHAK

Borrowers

BETTEJANE ROSHAK

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Chehalem Title & Escrow, Inc.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Chehalem Title & Escrow Co., Inc.
122 N. Everest Road #C
Newberg, Oregon 97132

Escrow No.: 00006427
Date: September 12, 2000

ESCROW INSTRUCTIONS

Buyer hands you herewith collected funds pursuant to the closing statement approved by undersigned buyer and:

approved copy of Warranty Deed

Which you are to use and/or deliver provided you can deliver for the account of the undersigned the following:

properly executed Warranty Deed

describing the real property as set forth in that certain preliminary title report issued by CHEHALEM TITLE & ESCROW CO., No. 00006427, dated 8/9/00, which the undersigned has read and does hereby approve;

AND when you can cause to be issued a form policy of title insurance issued by CHEHALEM TITLE & ESCROW CO. insuring the undersigned that title to the above referenced property is vested in:

CITY OF NEWBERG

Subject to the usual printed exclusions and exceptions, 2000/2001 Taxes a lien not yet due and payable and exceptions numbered 1 & 2 of the above referenced title report, and further subject to any new encumbrances recorded at closing.

Seller hands you herewith the following:

properly executed Warranty Deed in favor of the buyer herein

describing the real property as set forth in that certain preliminary title report issued by CHEHALEM TITLE & ESCROW CO., No. 6427, dated 8/9/00, which the undersigned has read and does hereby approve;

which you can use when you hold for the account of Seller funds pursuant to the closing statement approved by the undersigned; and:

nothing further.

Prorate as of the following: RECORDING

Taxes - \$1,900.00/year

DISCLOSURE

Escrow Agent receives indirect benefits in the form of accounting services and waiving of certain fees from the depository bank where its non-interest bearing client trust accounts are maintained. These benefits are passed on to the escrow principals through lower escrow fees. Pursuant to OAR 863-50-065, a good faith estimate of the value of the benefit is \$4.50 per escrow. We acknowledge advisement of this disclosure.

(INIT.) _____ (INIT.) _____ (INIT.) _____ (INIT.) _____.

GENERAL INSTRUCTIONS

You will record and/or file the documents to comply with these instructions and then payoff encumbrances as instructed herein. You shall not be held responsible for any liens or encumbrances that may attach after such filing or recording.

In accordance with any applicable lender's instructions, you are authorized to record any documents required by such lender to secure its lien on the subject property. You are further authorized to comply with its instructions to record such documents prior to receiving the funds required to be disbursed by the lender pursuant to the loan agreement.

In the event you are paying in full the balance due on an existing trust deed and if a reconveyance of the trust deed is not recorded within 60 days of it being paid off, you are requested to release the trust deed pursuant to the provisions of ORS 86.720.

Make each proration on the basis of the actual number of days in the year covered by said item, annualizing monthly amounts. Tax prorations shall be based on the amount of the last available tax statement (which may include reductions based on any deferral or exemption); during period in which the current years tax figures are not available, you shall prorate taxes or assessments upon the immediately preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside this escrow and Escrow Agent shall have no liability for the

collection or payment thereof. If the parties herein have provided Escrow Agent with a rent schedule on the subject property, you shall prorate rents and charge seller and credit buyer with any deposits paid in advance pursuant to the rent schedule approved by the parties. Seller represents that they will collect all rents which fall due prior to the close of escrow. Make no adjustment against buyer for uncollected rent.

Unless specifically instructed otherwise in writing, mail all funds and instruments deliverable to the parties in favor of them to their address indicated below. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer.

Upon request, you are instructed to furnish any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow, copies of all instructions, amendments and statements.

ESCROW AGENT OBLIGATIONS, LIABILITIES AND RIGHTS

Parties acknowledge they have received no advise from Escrow Agent as to the legal effect or tax ramifications of this transaction or any documents used in connection herewith. Any and all documents which have been prepared by Escrow Agent for use in this transaction have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

Escrow Agent shall have no obligations to inform the parties regarding any transaction or facts within its knowledge concerning the properties described herein, nor liability for the sufficiency or correctness as to form, manner of execution, or validity of any instruments deposited, nor as to identity, authority, or liability of any persons executing the instruments. Escrow Agent's liability shall be confined to the matters specifically stated in these instructions.

Should Escrow Agent receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Agent shall have the right to discontinue any or all further acts on its part until such conflict is resolved to its satisfaction, and it shall have the further right to commence or defend any court proceedings for the determination of such conflict.

If for any reason funds are retained or remain in escrow after closing date, Escrow Agent is authorized to deduct therefrom reasonable monthly charges as custodian thereof of one percent of the original balance but not less than \$10.00 per month. Funds deposited into this escrow are to be maintained in a federally insured trust account and any escrow related services provided to Escrow Agent by any depository bank or savings and loan association are hereby consented to and approve.

SELLER AND BUYER OBLIGATIONS, LIABILITIES AND RIGHTS

Parties agree to pay all items as set forth on the approved settlement statements. It is understood that certain items therein may be estimated and are subject to adjustment. In the event any payoff amount provided by any encumbrance or lien holder proves to be insufficient to retire the debt, or other adjustments must be made, upon demand of Escrow Agent, the person responsible will immediately pay the amount of such deficiency.

All terms and provisions of the agreement between the parties, amendments or addenda thereto, have been complied with to the satisfaction of the undersigned parties or will be complied with outside this escrow.

The parties have satisfied themselves that the transaction covered by this escrow is not in violation of any planning or zoning law, and Escrow Agent is relieved of all liability in connection therewith, and is not to be concerned with the enforcement of said laws.

Parties agree to pay on demand, whether or not this escrow closes, any charges incurred by Escrow Agent on our behalf and its usual escrow fees and charges.

Parties severally agree to pay all costs, damages, judgments, expenses, and reasonable attorneys' fees (including fees awarded on appeals) with regard to any such proceedings or otherwise suffered or incurred by Escrow Agent in connection with or arising out of this escrow.

ITEMS OR MATTERS NOT A PART OF THIS ESCROW.

All utilities (electric, gas, water, oil, etc.) shall be transferred, paid and adjusted outside this escrow between the parties and Escrow Agent shall have no liability in connection therewith.

(INIT.)_____ (INIT.)_____ (INIT.)_____ (INIT.)_____.

No chattel or security interested search is to be obtained covering personal property, if any, being transferred through this escrow. Bills of sale, if any required, are to be delivered unrecorded at the close of escrow. Escrow Agent shall have no responsibility or liability for the condition or delivery of any personal property being transferred herein.

These instructions shall be binding on the undersigned until the close of business 30 days from date hereon and shall be performed within said period or thereafter until written demand by the undersigned is made upon you for the revocation hereof. Provided however, that you agency as escrow holder will not extend beyond six months from the date set forth above. Any such written notice shall be effective upon receipt of such notice. This escrow may be terminated and all papers and monies returned to the parties only upon written direction of both parties unless otherwise specified herein.

Seller proceeds at closing shall be delivered as following:

☐ Mail

☐ Hold for Pick Up

☐ Deposit to acct:

Bank: _____

Account No.: _____

Acct Name: _____

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Seller

Buyer
City of Newberg

JOHN F. ROSHAK

BY: Charles C. Cox, Mayor

BETTEJANE ROSHAK

Forwarding
Address: _____

Forwarding
Address: _____

MAILING ADDRESS IF DIFFERENT FROM ABOVE:

Chehalem Title & Escrow Co., Inc.

By: _____
Tim Correia

Date: _____

WARRANTY DEED (INDIVIDUAL)

JOHN F. ROSHAK and BETTEJANE ROSHAK, as tenants by the entirety, herein called grantor, convey(s) to CITY OF NEWBERG, all that real property situated in the County of Yamhill, State of Oregon, described as:

See Exhibit A attached hereto and made a part hereof.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except 2000/2001 Taxes, a lien not yet payable; Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$320,000.00.

Dated this _____ day of September, 2000.

JOHN F. ROSIAK

BETTEJANE ROSIAK

STATE OF OREGON, County of Yamhill) ss.

On September _____, 2000, personally appeared the above named **JOHN F. ROSHAK** and **BETTEJANE ROSHAK** and acknowledged the foregoing instrument to be **their** voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: _____

WARRANTY DEED (INDIVIDUAL)

**JOHN F. ROSHAK and BETTEJANE
ROSHAK, as tenants by the entirety**

TO

CITY OF NEWBERG

After Recording Return to:
CITY OF NEWBERG
City Hall
Newberg, Oregon 97132

STATE OF OREGON,)
) ss.
County of _____)

I certify that the within instrument was received for record on the _____ day of _____, _____, at _____ o'clock ____M. and recorded in book _____ on page _____ Records of Deeds of said County.

Witness my hand and seal of County affixed.

Title

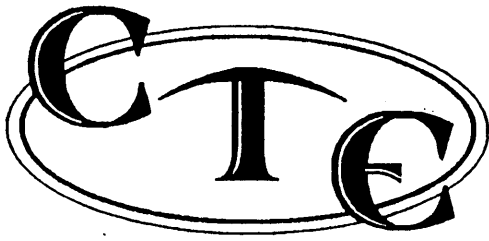
By _____ Deputy

Exhibit A

That certain tract of land lying in the Iri Orton Donation Land Claim, Notification #4161, Section 15, Township 3 South, Range 2 West of the Willamette Meridian, in the County of Yamhill and State of Oregon and being described as follows:

Beginning at a point 13.76 chains North of the quarter post on the line between Sections 15 and 22 of said Township and Range; thence North (Var. 21° East) 7.90 chains to a set stake & stone for the Northeast corner; thence South 80-3/4° West 25.65 chains to S. Brutscher's East line; thence South on said line 7.90 chains to a set stake and stone; thence North 80-3/4° East 25.65 chains to the place of beginning..

EXCEPTING THEREFROM that portion lying West of County and State Road #873.



**CHEHALEM
TITLE & ESCROW CO.
INC.**

122C N. Everest ♦ Newberg, Oregon ♦ 97132
Bus: (503) 538-0435 ♦ Fax: (503) 538-9890

ORDER # 6427

IMPORTANT PAPERS!

KEEP THIS POLICY IN A SAFE PLACE

On your next transaction you may be entitled to a credit on your title insurance premium. To ensure that you get this credit and for the quickest possible service on your future sale of loan, please give the above **order #** to your real estate agent or lender and be sure they specify **CHEHALEM TITLE & ESCROW CO;** for all your future title & escrow needs.

WE ARE PLEASED TO HAVE HAD THE OPPORTUNITY TO BE OF SERVICE

PLEASE FEEL FREE TO CALL ON US IF WE CAN BE OF FURTHER ASSISTANCE.

POLICY
OF
TITLE
INSURANCE

STEWART TITLE
INSURANCE COMPANY OF OREGON

STEWART TITLE
INSURANCE COMPANY OF OREGON

INCORPORATED 1997

ALTA OWNER'S POLICY - 10 -17- 92

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE
INSURANCE COMPANY OF OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE INSURANCE COMPANY OF OREGON, an Oregon corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Insurance Company of Oregon has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

Craig Christensen

President

STEWART TITLE
INSURANCE COMPANY OF OREGON

Stewart Morris Jr.

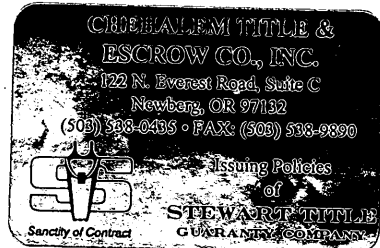
Chairman of the Board

Countersigned

Authorized Signatory

Company

City, State



EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(continued and concluded on last page of this policy)

CONDITIONS AND STIPULATIONS Continued

(continued and concluded from reverse side of Policy Face)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters, when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2570, Tualatin, OR 97062-2570.

STANDARD OWNER'S POLICY

Schedule A

ORDER NO.: 00006427

POLICY NO.: O-7801009634

DATE OF POLICY: September 14, 2000
at 9:31 a.m.

AMOUNT OF INSURANCE: \$320,000.00

PREMIUM: \$988.00

1. Name of Insured:

CITY OF NEWBERG

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

CITY OF NEWBERG, as to estate in fee simple

3. The land referred to in this policy is situated in the State of OR, County of Yamhill, and described as follows:

That certain tract of land lying in the Iri Orton Donation Land Claim, Notification #4161, Section 15, Township 3 South, Range 2 West of the Willamette Meridian, in the County of Yamhill and State of Oregon and being described as follows:

Beginning at a point 13.76 chains North of the quarter post on the line between Sections 15 and 22 of said Township and Range; thence North (Var. 21° East) 7.90 chains to a set stake & stone for the Northeast corner; thence South 80-3/4° West 25.65 chains to S. Brutscher's East line; thence South on said line 7.90 chains to a set stake and stone; thence North 80-3/4° East 25.65 chains to the place of beginning..

EXCEPTING THEREFROM that portion lying West of County and State Road #873.

SCHEDULE B

Page Number: 2
Order Number: 00006427

Policy No. O-7801009634

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession not shown by the public records.
- B. Public or private easements, or claims of easements not shown by the public records.
- C. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- D. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records, or Liens under the Workman's Compensation Act not shown by the public records.
- E. Rights of use, control or regulation by the United States of America, in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.
- F. (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.
- G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
- H. General taxes not now payable or matters relating to special assessments and special levies, if any, preceding the same becoming a lien.

SPECIAL EXCEPTIONS:

- 1. 2000/01 taxes, a lien not yet payable.
- 2. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads and highways.

01300

29.2

This sketch is furnished to assist you in locating the property. This sketch is not a survey & Chehalis Title & Escrow Company assumes no liability for errors.

Chehalem Title & Escrow, Inc.

122 N. Everest Road, Suite C

PO Box 231

Newberg, OR 97132

(503) 538-0435

RECEIPT FOR DEPOSIT

RECEIPT #: **003265**

COMPANY: OFFICE: 001

ESCROW NO. 00006427 - TAC

DATE 09/13/2000

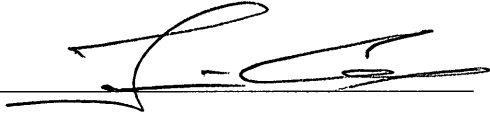
RECEIVED OF City of Newberg

ESCROW NAME ROSHAK/CITY OF NEWBERG

TYPE OF TRANSACTION Closing Funds

IN THE AMOUNT OF \$314,934.59 IN THE FORM OF 123000220 AFTER HOURS

BY



____BUYER

____SELLER

____OTHER

(Customer Copy)

AMOUNT	DESCRIPTION
\$4.00	REFUND
<u>\$4.00</u>	Check Total

*9/20/00 -
original
ck provided
to Pam
in Finance
Fid deposit.
-jgm*

Seller/Buyer: ROSHAK/CITY OF NEWBERG
Property Address: 31451 NE Corral Creek Rd. Newberg, OR 97132
Tax Parcel Id: R3215 01300



**CHEHALEM
TITLE & ESCROW CO.
INC.**

122C N. Everest • Newberg, Oregon • 97132
Bus (503) 538-0435 • Fax (503) 538-0890



WEST COAST BANK

96-8/1232

24898

DATE
09/14/2000

AMOUNT
\$4.00

FOUR DOLLARS and no/100

PAY TO THE ORDER OF CITY OF NEWBERG
CITY HALL
NEWBERG, OREGON 97132

FILE NO: 00006427-001/TAC

TRUST ACCOUNT

⑈024898⑈ ⑆123200088⑆ 0605 426 5⑈

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM BORDERS COLORED PATTERN - ARTIFICIAL WATERMARK ON REVERSE SIDE - MISSING FEATURE INDICATES A COPY

CHEHALEM TITLE & ESCROW CO., INC.

24898

09/14/2000

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CITY OF NEWBERG *****
CITY HALL
NEWBERG, OREGON 97132

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