

PERFORMANCE AGREEMENT

FILM 146 PAGE 1403

NEWBERG PROFESSIONAL CENTER
(a planned unit development)
Yamhill County Tax Lot No. 3217 CD 3200

WHEREAS, the Newberg City Council on February 6, 1979, approved a Planned Unit Development known as "Newberg Professional Center"; and

WHEREAS, the developer and owner, David F. Abbott, has submitted plans and specifications for the development; and

WHEREAS, the Planning Department of the City of Newberg and the developer do hereby agree to the following terms and conditions in order to carry out the intent and purpose of this planned unit development.

Now, Therefore, the Parties agree to the following:

1. The Newberg Professional Center shall be built according to the plans and specifications approved by the City.
2. Any change to the plans and specifications shall first have to be approved by the City through proper procedures.
3. The landscaping and road construction as indicated on the plans and specifications shall be completed on the area referred to as Tract A of the plat (the common area) up to a point referred to as "curve data point No. 22" by October 31, 1980, and before any building permits are issued for lots one through eight of the development.
4. The remaining landscaping and road improvement to the area referred to as Tract A on the plat shall be completed by October 31, 1981, and before any building permits are issued for the remaining lots.
5. Failure to complete the work specified in condition three and four within the time specified shall result in all work being ceased within the development until such time as the conditions are met. All building permits issued are subject to this provision and the developer has the responsibility of giving notice of this provision to any persons building within the development. The provision of condition three and four as to when the building permits may be issued may be altered by written consent as to each permit by the City Engineer.
6. The structure to be constructed on Block two, lots 9 through 18 shall be built in phases, the phases shall be approved by the City Planner before issuance of any building permits for this area.

7. This Agreement covers the Newberg Professional Center, a Planned Unit Development, located on Yamhill County Tax Lot No. 3217 CD 3200.

8. These conditions act as a covenant running with the land. The conditions specified in this Agreement shall act as covenant and restrictions running with the land and are fully enforceable against the owner, his heir and successors.

This Agreement made and entered into this 21st day of November, 1979

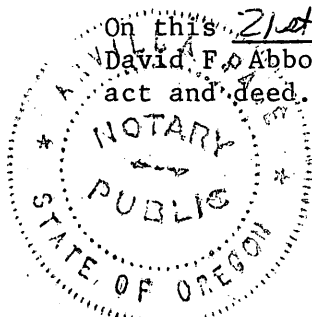
DEVELOPER AND OWNER

THE CITY OF NEWBERG
CITY PLANNER OF NEWBERG

David F. Abbott
David F. Abbott

Clay Moorhead
Clay Moorhead

STATE OF OREGON)
) ss
County of Yamhill)



On this 21st day of November, 1979, personally appeared the above named David F. Abbott and acknowledged the foregoing instrument to be his voluntary act and deed.

Arvilla Page
Notary Public for Oregon
My Commission Expires: 1-17-82

STATE OF OREGON }
County of YAMHILL } ss

11763
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I, Wanda Catt, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 1403 of Film Vol. 146 of the Records of Deed for said County, on this 15 day of Dec A.D. 1979, at 12:59 o'clock PM.



In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
Wanda Catt, County Clerk

By Deed Hart
Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

NEWBERG PROFESSIONAL CENTER

NEWBERG, OREGON

DECLARATION

THIS DECLARATION, Made this 14th day of November, 1979, by DAVID F. ABBOTT, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described in this Declaration and desires to create thereon a space for the location of medical and dental offices and related support services, with common facilities for the benefit of such offices. This development shall be referred to as the "Newberg Professional Center", and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of the said development to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created. This agency shall be referred to as the "NEWBERG PROFESSIONAL CENTER ASSOCIATION"

NOW THEREFORE, the Developer hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants running with the land, and shall be binding upon all persons claiming under them, and also that these conditions, covenants, restrictions, easements, and reservations shall inure to the benefit and be limitations upon all future owners of said property, or any interests therein.

ARTICLE I
DEFINITIONS

Section 1.

"Association" shall mean and refer to "NEWBERG PROFESSIONAL CENTER ASSOCIATION", a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.

Section 2.

"Association of Members" means all the owners and other persons entitled to vote, acting as a group, in accordance with this declaration and bylaws.

Section 3.

"Building" means a multiple unit building or a single unit building or any combination thereof, comprising a part of the property.

Section 4.

"Common Expenses" means the expenses of administration, maintenance, repair or replacement of the common facilities, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

Section 5.

"Lot" shall mean and refer to any separately designated plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common or Public Areas.

Section 6.

"Member" means that person or entity having a voting right in the Association pursuant to the declaration and the Articles of Incorporation and bylaws.

Section 7.

"Owner" shall mean the record owner, record mortgagor, record grantor of a trust deed, or contract purchaser, whether one or more persons or entities, of a fee simple title, to any lot, plot or office unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee, contract seller or beneficiary of a trust deed, unless and until such mortgagee, contract seller or beneficiary of a trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 8.

"Developer" shall mean David F. Abbott,  or his assigns.

Section 9.

"Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10.

"Common Areas" shall mean all real property, and appurtenances thereto, now or hereafter owned or maintained by the Association for the common use and enjoyment of the members of the Association.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration is more particularly described in two parcels, to-wit:

PARCEL I

Being parts of Lots 6 and 10 of County Survey 2266 in the Southwest one-quarter of Section 17, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; further described as follows: Beginning on the East line of the Daniel D. Deskins Donation Land Claim in said township and range, at a point N 00°21' W 30.828 chains from the Northeast corner of said Deskins claim; thence S 00°21' W on said claim line, 210.21 feet; thence S 89°54' E 151.0 feet to an iron pipe, being the TRUE POINT OF BEGINNING, herein; thence S 89°54' E 512.60 feet to an iron rod on the East line of Lot 10 of said County Survey 2266; thence N 00°10' E 210.21 feet to an iron pipe at the Northeast corner of said Lot 10; thence N 89°54' W 323.12 feet to an iron pipe on the North line of said Lot 6; thence S 00°21' W 95.40 feet to an iron pipe; thence N 89°54' W 114.65 feet to an iron pipe; thence Southwesterly on a 59.95 foot radius curve to the left, 58.96 feet; thence S 33°45' W 14.85 feet; thence Southerly on a 98.00 foot radius curve to the left, 57.13 feet; thence S 00°21' W 21.84 feet to said true point of beginning.

PARCEL II

Being a part of Lot 6 of County Survey 2266, in the Southwest one-quarter of Section 17, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; further described as follows: Beginning on the East line of the Daniel D. Deskins Donation Land Claim in said township and range, at a point S 00°21' W 34.013 chains from the Northeast corner of said Deskins claim and also being S 00°21' W 210.21 feet from the Northwest corner of said Lot 6; thence S 89°54' E 151.0 feet to an iron pipe; thence N 00°21' E 21.84 feet; thence Northerly on a 98.00 foot radius curve to the right, a distance of 18.17 feet; thence N 89°54' W 152.68 feet to the East line of said claim; thence S 00°21' W 40.00 feet to the point of beginning.

Together with a non-exclusive easement for ingress and egress over and across a strip of land 20 feet wide, running from the West line of Parcel I to the North line of Parcel II, the Southerly line of said 20 foot strip, being described as follows: Beginning South 00°21' West 95' of the Northerly Northwest corner of Parcel I to the true point of beginning; thence North 89°54' West 114.65 feet to an iron pipe; thence Southwesterly on a 59.95 foot radius curve to the left, 58.96 feet; thence South 33°45' West 14.85 feet; thence Southerly on a 98.00 foot radius curve to the left, 57.13 feet to the terminus of said line.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every person or entity who or which is an owner of a lot shall be a member, the owner of more than one lot shall be a member as to each lot so owned, and shall have one vote for each lot so owned. The owner of each lot shall be considered a separate owner. Proportionate shares of the separate owners in the common revenue and expenses in connection with their private commons, or any public lands which the Association is required to improve and/or maintain, and the proportionate representation for voting purposes in the Association of the separate owners shall be equal.

Section 2.

Each owner shall have one vote, whether the owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any one lot, all such persons shall exercise their one vote as a unit, as they among themselves shall determine.

ARTICLE IV PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members Easement of Enjoyment.

Subject to the provision of Section 4 of this Article IV, every member shall have a right and easement of enjoyment in and to the said private commons or said public lands referred to in Article III, Section I, and such easement shall be appurtenant to and shall pass with the title to every lot or office unit.

Section 2. Conveyance of the Common Areas.

The Developer hereby covenants that they will convey to the Association all the interest of the Developer not previously conveyed to the City of Newberg in the Common Areas designated as such on Exhibit A. This will occur no later than the time when seventy-five (75%) percent of the lots in this Planned

Unit Development (PUD) are sold. At said time or within one hundred twenty (120) days thereafter the office owners Association will be incorporated by the Developer and will hold its first meeting pursuant to its By-Laws.

Section 3. Extent of Members Easement.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants for all of said Property, that from and after the first day of the month immediately following the conveyance of the Common Areas by the Developer to the Association and each owner of any lot, plot, or office unit by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular periodic or other regular assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment became due. The obligations shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Areas.

Section 3. Periodic Assessments.

The owner of each lot shall be obligated to pay a proportionate share of the expense in the development and maintenance of the Common Areas. The owner's share shall be as follows: (1) Until the Newberg Professional Center is developed with improvements upon twelve (12) lots or the Association is formed, each owner of a lot is obligated to pay one-eighteenth (1/18) share of any expense for the development, maintenance, insurance, taxes, or use of the Common Areas approved by the owners of a majority of the lots. When the Professional Center is developed with improvements constructed upon at least twelve (12) lots, or the Association is formed, each owner of the lot is obligated to pay that proportion of the development, maintenance, insurance, taxes, and use of the Common Areas as the total square footage of the owner's improvement (or if building is not completed the improvements that are permitted as shown on Exhibit A), bears to the total square footage of all of the permitted improvements on all lots in the Professional Center. Assessments shall be made promptly. The Newberg Professional Center Association and/or the owner of each lot has a course of action against the owner of any other lot who fails to pay promptly an expense so approved together with reasonable attorney's fees and court costs incurred in enforcing and collecting such assessment.

Section 4. Date of Commencement of Periodic Assessments: Due Dates.

The periodic assessments provided for herein shall commence as to all lots on the first day of the second month following the incorporation of the Association. Written notice of the periodic assessment shall be sent to every owner subject thereto. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each periodic assessment. The due date shall be established by the Board of Directors. The Association shall, upon demand, in any reasonable time, furnish the Certificate in writing, signed by an officer of the Association stating whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. Such Certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine (9%) percent per annum. The Secretary of the said Association shall file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Yamhill County, State of Oregon, within one hundred twenty (120) days after delinquency, a statement of the amount of any such charges or assessments together with interest as aforesaid, which have come delinquent with respect to any lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interests costs, and expenses, and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot with respect to which it is fixed and on any improvement thereon, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment becomes due shall be personally liable for the expenses, costs and disbursements and attorney's fees which shall be secured by said lien, including costs and fees on appeal, and such owner at the time such assessment is incurred shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot or any improvement thereon.

Section 6. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds for or hereafter placed upon said property or any part thereof. Sale or transfer of any lot or any other part of said property shall not effect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which shall become due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages or other prior liens and charges have been satisfied. No sale or transfer shall relieve such lot and any improvements thereon from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all other properties owned by the Association.

ARTICLE VI PARTY WALLS

Section 1. General Rules of Law Apply.

Each wall constructed on or immediately adjacent to the dividing line between platted lots shall be a party wall. The general rules of law relating to party walls shall apply to the party walls in this subdivision except where those general rules are inconsistent with these protective Covenants, Conditions, and Restrictions.

Section 2. Repair and Maintenance.

The cost of reasonable repair and maintenance of each party wall shall be shared equally by the owners whose lots abut the wall.

Section 3. Destruction.

If a party wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

Section 4. Contribution.

The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title.

Section 5. Arbitration.

Any dispute concerning a party wall which the owners are unable to settle shall be arbitrated. Each of the owners shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

ARTICLE VII CONSTRUCTION AND ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE

Section 1. Construction and Architectural Control.

All plans for improvements of any lot in this Planned Unit Development (PUD) including, but not limited to, all building plans, size and dimensions of the buildings, landscaping plans, and the exact location of said buildings and landscaping on the said lot must be approved by the Developer. Additionally, the exterior decor and color of all buildings, all architectural designs and textures, shall be esthetically compatible and reasonably consistent with all other improvements in the Newberg Professional Center and must be approved by the Developer. Such approval must be in writing and signed by the Developer, or his successors, or assigns.

Section 2. Exterior Maintenance.

The Association shall maintain or provide for the maintenance of the Common Areas. The lot owners shall provide for the exterior maintenance of their lots including, without being limited to, the following: paint, repair, replace and care for roofs, gutters,

downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. In the event that the need for such maintenance or repair occurs and is not remedied by the owner within thirty (30) days after notice thereof, the costs of said repair or maintenance, after completion, may be assessed to the lot where the improvements were done, and shall be a lien and enforceable as such against said lot. The method for the assessment and enforcement of said lien shall be as follows: A meeting of the Association shall be called, pursuant to the By-Laws thereof, and the Board of Directors of said Association shall present to the meeting the names of all those owners who, in the opinion of the Directors, have not complied with the maintenance requirements hereinabove mentioned.

Section 3. Quorum Requirements.

The quorum requirements shall be the same as those required for the initial meeting referred to in Section 2, Article IV. Any owners found by an affirmative vote of seventy-five (75%) percent of the members present or by proxy, to have not properly maintained their lot, will be given notice of the specific deficiencies effecting their lot, and required to complete said maintenance or repair within ninety (90) days from the date of said notice. All notices to be sent by Certified Mail, Return Receipt Requested, to the address of the owner at his last known address. Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own office unit or units.

ARTICLE VIII EASEMENTS

Section 1.

The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

ARTICLE IX USE RESTRICTIONS

Section 1. Purpose.

The Newberg Professional Center is intended to provide space for the location of medical and dental offices and related support services. To assure this intent is carried out, it is advisable that space in this project be available for, but not limited to, the following purposes: (a) clinic and medical offices; (b) dental offices; (c) medical or dental laboratories; (d) X-ray facility; (e) pharmacy; (f) opticians/dispensing outlet for optical needs; (g) medical/dental research offices; (h) retail/rental outlets for equipment and supplies necessary for out-patient or handicapped patient care; (i) physical therapy.

Section 2. Signs.

No signs shall be displayed upon a lot except one professional sign indicating the business carried out upon the lot complying with the City of Newberg sign code applicable to such a use if the use were located in an R-2 zone or the equivalent. In addition, one sign upon a lot may advertise that lot for sale, lease or rent, and such a sign shall comply with the applicable provisions of the City of Newberg sign code.

Section 3. Waste.

No part of a lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or any other waste shall be kept or maintained on any lot except in a sanitary closed container. No dump box,

garbage can or other waste container shall be kept on a lot in a place exposed to view from the Common Areas. No incinerator shall be kept or used on any lot.

Section 4. Cleanliness and Good Order.

The owner of each lot is responsible for maintaining the owner's lot in a clean and orderly condition. No noxious or offensive or unsightly condition shall be permitted on any lot. No condition which is an annoyance or nuisance to the use of any other lot shall be allowed.

Section 5. Time Limit on Building.

The Developer intends to sell lots for the purpose of constructing medical and related offices. If a lot is sold, but construction is not started within two years from the date of sale closing, the Developer shall have the option to repurchase the lot at the sale price less reasonable sales fees.

ARTICLE X
COMMON AREAS

Section 1. Purposes.

The Common Areas of the Newberg Professional Center as shown in the recorded plat are dedicated to the common use of all lots in the Newberg Professional Center for traffic flow, automobile parking, beautification, essential services, safety and convenience of all lot owners and their tenants, clients, customers and business invitees.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Duration.

These Covenants, Conditions and Restrictions run with the land and inure to the benefit of each lot in Newberg Professional Center for a term of twenty-five (25) years from the date of recording this Declaration, after which time these Covenants, Conditions and Restrictions shall be extended and renewed automatically for successive periods of ten (10) years unless the owners of seventy-five (75%) percent of these lots in the Newberg Professional Center vote to revise or terminate these Covenants, Conditions and Restrictions. Within the initial twenty-five (25) year term, no Covenant, Condition or Restriction shall be amended except by an instrument signed and acknowledged by all of the owners of all of the lots in the Newberg Professional Center.

Section 2. Enforcement.

Any owner of any lot in the Newberg Professional Center may enforce any Covenant, Condition or Restriction by an action at law or a suit in equity against any other owner. In such suit or action the party prevailing shall be entitled to reimbursement of all reasonable expenses or enforcement including but not limited to attorney's fees and court costs.

Section 3. Divided Ownerships.

If more than one person has an ownership interest in a lot, then any of such owners may exercise all of the rights of the owner of that lot under these Covenants, Conditions and Restrictions except that in the event of disagreement between the respective owners of interests in the same lot the majority shall prevail.

Section 4. Severability.

If any of these Covenants, Conditions and Restrictions or any part thereof is declared to be invalid by a court of competent jurisdiction, the judgement or decree of the court shall not impliedly effect the enforceability of the remainder of these Covenants, Conditions and Restrictions.

Section 5. No Reversion.

The declarant for himself, his heirs and assigns retains no right of reversion or re-entry on account of any alleged breach of any of these Covenants, Conditions and Restrictions.

DATED 21st November, 1979.

David F. Abbott
DAVID F. ABBOTT, M.D.

STATE OF OREGON }
County of YAMHILL } SS

11762

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I, Wanda Catt, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 1402 of Film Vol. 146 of the Records of Deed for said County, on this 13 day of Dec A.D. 1979 at 12:57 o'clock PM.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
Wanda Catt, County Clerk

By Opal S. Hart
Deputy

STATE OF OREGON }
COUNTY OF YAMHILL } SS

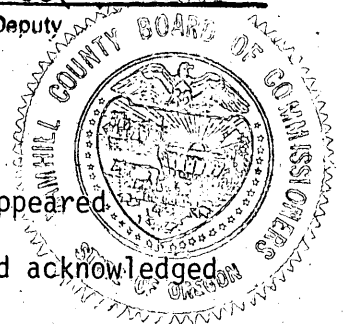
On November 21, 1979, before me appeared

DAVID F. ABBOTT, M.D. who executed the foregoing Declaration and acknowledged to me that he did so freely and voluntarily.

Margaret Cronin
6/27/82

NOTARY PUBLIC FOR OREGON

My commission expires: _____



SUBDIVISION AGREEMENT
NEWBERG PROFESSIONAL CENTER

Parties to the Agreement:

City of Newberg, hereinafter referred to as the "City" and

David F. Abbott, hereinafter referred to as the "Subdivider"

This Agreement made and entered into this 5th day of November, 1979, by and between the City and the Subdivider.

Now, therefore, in consideration of the City accepting the plat for the above named subdivision, the Subdivider and the City agree as follows, to-wit:

1. To complete all improvements in the subdivision as specified in Exhibit One, in accordance with the appropriate ordinances and regulations of the City, and further in accordance with the Subdivider's plans and specifications approved by the City.

2. The Subdivider shall complete all improvements in the subdivision on or before September 1, 1980, excepting sidewalks.

3. The Subdivider agrees to pay the City in accordance with the appropriate ordinances and resolutions, the below listed water and sewer hookup fees, and the City agrees to furnish and install water meters at each hookup.

- a. Water hookup fee - \$350.00 per dwelling unit equivalency plus standard City cost per meter.
- b. Sewer hookup fee - \$500.00 per dwelling unit equivalency.

4. The Subdivider agrees to pay to the City an inspection fee to cover all inspections required in connection with the improvements. The inspection fee shall be payable in cash and paid to the City prior to the release of the final plat for recording. The amount of the inspection fee shall be 5% of the total cost of all improvements, which amount shall be \$2,250.00.

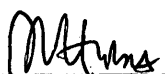
5. The Subdivider shall furnish to the City a surety bond or other security in the amount of \$45,000.00.

6. The date of the Agreement shall be the date the City Council passes the resolution causing the Mayor and the Recorder to execute the Agreement.

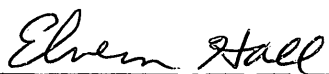
Subdivider

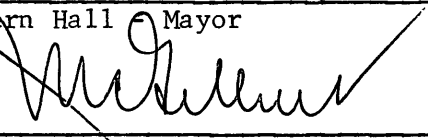
City of Newberg

Pursuant to authority by Res. No. 79-808



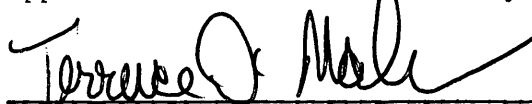
David F. Abbott



Elvern Hall Mayor


M.C. Gilbert - Recorder

Approved as to form and security



Terrence D. Mahr - City Attorney

1 Subdivision Agreement Concerning NEWBERG PROFESSIONAL CENTER

2 Subdivider agrees to complete the following improvements, to-wit:

3 a. Street - Subdivider will construct and complete all streets
4 in accordance with plans and specifications for subdivision.

5 ~~*NOTE: There are no public streets in the subdivision.~~ taken

6 b. Monuments - Subdivider will install all monuments required by the
7 final plat of the subdivision in accordance therewith.

8 c. Storm Sewers - Subdivider will construct and install all storm
9 sewers required by plans and specifications strictly in accordance therewith.

10 d. Sanitary Sewers - Subdivider will construct, install and complete all
11 sanitary sewers, including individual house sewers to property line, as
12 shown by plans and specifications. All installations shall be in accordance
13 with plans and specifications.

14 e. Water Facilities - Subdivider will construct, install and complete
15 all water mains, water lines and fire hydrants, including all side mains
16 taking water service to the property line as shown by plans and specifications.

17 f. Sidewalks - Subdivider will construct and complete all sidewalks shown
18 by plans and specifications; provided, however, that such sidewalks shall
19 be installed in front of each lot when the residence thereon is constructed

20 ~~*NOTE: NO public sidewalks adjacent to the streets, because no public streets~~ taken

21 g. Lighting - Subdivider will install street lighting throughout the
22 subdivision with underground wiring and all fixtures mounted on aluminum
23 poles. All poles, lights and related equipment shall be provided by the
24 Subdivider. The materials and installation shall meet the approval of the
25 City Engineer.

26 h. Signs - Subdivider shall provide and install metal street signs as
approved by the Superintendent of Public Works.

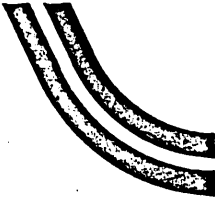
27 ~~*NOTE: NO public streets, therefore NO street signs~~ taken

28 i. In addition to the above, as-built mylars will be prepared by the de-
29 veloper's engineer, utilizing the contractor's plans and submitted to the
30 City Engineer prior to the issuance of any building permits.

31 NOTE: The agreement is relevant to the public improvements
32 in the subdivision. A separate agreement has been made
33 governing the performance in accord with the public requirements.

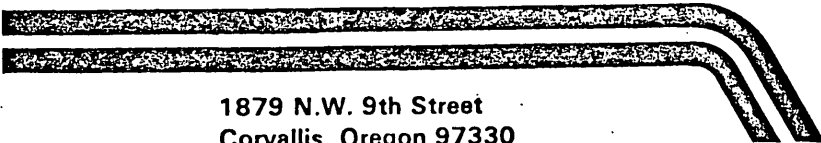
34 DM
35 Subdivider

36



ling,
green &
associates,
inc.

Engineers & Land Surveyors



1879 N.W. 9th Street
Corvallis, Oregon 97330
(503) 757-8771

November 28, 1978

NARRATIVE

to accompany a

NEWBERG PROFESSIONAL CENTER FINAL PLAN

The Newberg Planning Commission has approved the preliminary plan for the Newberg Professional Center at their regular meeting on November 21, 1978. It was further recommended that the existing commercial/residential C-R zone be changed to Planned Unit Development for the project. The Comprehensive Plan designation is for commercial use and is compatible with the intention of this project.

Therefore, the submittal of the final plan for the Newberg Professional Center does include this request for the zone change to PUD. The following information is provided in support of this request.

Public Need: The public need is best served in this instance by the location of these supportive community medical services near the hospital. The PUD designation will allow some diversity in the arrangement of buildings and in the design of the projects internal pedestrian and motor vehicle circulation pattern. It will allow a better use of the available space by making it possible to utilize the lot size variances and street frontages acceptable under the Planned Development regulations.

The need is best served by the proposed change as compared with other available property because this property is convenient to the hospital and will group needed health services in an area where they are accessible to the people rather than dispersing such services throughout the community.

Compliance with Statewide Goals and Guidelines:

1. Land Use

The Newberg Professional Center will provide the highest and best use for this available vacant land by locating related medical and dental services near the hospital. It also creates a transitional zone between commercial uses and low density residential uses which now neighbor the property. The planning Commission has approved the preliminary plan for this development and found that the site contains adequate area for the proposed planned development zoning.

2. Open Space

An appropriate amount of the 1.15 acres of open space will be developed as landscaped areas around buildings and the parking lot.

3. Air, Water and Land Resources Quality

The location of this project near the hospital and within the residential areas of the community will, through the implementation of the planned unit development guidelines, further reflect the community desire for a quality environment and a healthy economy consist with State goals.

4. Transportation

Both arterial and collector streets serve the vicinity. The plan has been designed to recognize and serve the needs of the community's residents. It includes special parking spaces for handicapped people and also has planned an area where such vehicles as the Senior Citizen bus can safely and conveniently load and unload passengers. Walkways are designed with ramps and crosswalks will be identified to ease access to all buildings.

5. State Economy

The development of clean, quiet, professional businesses is economically and environmentally beneficial to the economy of the community and the State.

6. Energy Conservation

By locating these medical facilities within the community near other health services, the need for residents to travel to other communities for these services is lessened and energy is conserved. The community is directly benefitted by becoming more self-sufficient and the residents are conveniently and efficiently served.

7. Public Facilities and Services

Public facilities and services are available and of a capacity to serve the project.

8. Urbanization

The proposed site is within the city limits, uses vacant land, and is appropriately near the hospital. This medical-dental facility will provide a needed element that will increase the livability of this community.

This proposal is in compliance with the Newberg Comprehensive Plan which identifies the site for commercial uses; therefore, the request for a zone change to Planned Unit Development to implement this project is justified.

Newberg Professional Center Final Plan

Timeline for Project

Building permits have been issued for the Pharmacy and Clinic under standard permit and zoning requirements.

To that extent, the project is already underway. Those facilities are included within the adopted preliminary plan and will remain in the final plan. Additional phases of the project will begin in 1979 and it is expected that the project will be completed within three to five years.

Meeting on Newberg Professional Center - November 20, 1979

Present at the meeting - D.F. Abbott - developer - E. Heister - City Engineer - T. Mahr, City Attorney - C. Moorhead, City Planner

The foregoing people met in the atty's office to discuss the final arrangements prior to the release of the final plat by the City and the building of the improvements in the PUD known as "Newberg Professional Center". There was an attempt to divide the meeting into subject headings being things necessary before the release of the subdivision plat, the performance agreement required under the PUD provision and the problems with construction, etc. according to the plans and specifications.

THINGS NEEDED PRIOR TO RELEASE OF SUBDIVISION PLAT:

The subdivision agreement has not been executed by the developer. There is some question as to the cost of improvements and the amount of the inspection fees. As is noted and understood, the City took the cost of improvements by telephone conversation from the developer's engineer (Glenn Ling). There is now an assertion by the developer that the actual cost of the improvements per the bid are somewhat lower. The subdivision agreement was approved by the Council on November 5, 1979, using the figures submitted by telephone from Mr. Ling. The City has requested that the developer submit any change to the improvement amount through his engineer.

SECURITY FOR THE IMPROVEMENTS ARE NEEDED BEFORE THE CITY CAN SUBMIT ITS WAIVER TO THE STATE TO ALLOW THE SUBDIVISION TO BE SOLD AND BEFORE IT WILL RELEASE THE PLAT.

Developer brought in letter dated November 2nd concerning bond matter and received letter from bank this day in the mail as to security on other portions.

The loan is being done in two different phases with two different branches of US Nat'l Bank. The developer has a bond as to one phase and a letter is coming that will act as security from the bank on the other phase. As soon as those letters are received, the matter of security can possibly be taken care of.

PERFORMANCE AGREEMENT.

The developer and City went over the performance agreement. The performance agreement except for a few minor changes is acceptable to both parties. The minor changes will be drawn up and a copy will be sent to the developer for execution.

OTHER PROBLEMS.

The developer related a meeting which occurred between himself, Bob Weisenbach and Dale Blanton. There was a discussion on bringing surface water drainage off of his develop-

ment. The question was whether the developer would be obligated to bring the surface water by installing a drain under Villa Road, onto hospital property. He relates that the City personnel told him that he need only take the surface water under the sidewalk onto the street and they would take care of it from there. The City Engineer stated that they required another developer to actually bring the storm sewer under the road. That he felt that this was the developer's obligation and not his. He further stated that the City did not have the funds at this point to install the additional storm drainage. The discussion ensued with the City Engineer pointing out that he was not present at the previous meeting with the City personnel nor was the previous City Engineer. The matter at this point was left unresolved.

The developer offered to supply materials if the City would supply the labor to do the project. The City Engineer was not receptive to this, but, stated that the developers should draft a letter to the City Administrator asking for this to be done and of course he would proceed according to the decision of the City Administrator.

NOTE

The plans and specifications submitted by the developers engineer did not reflect the City putting the storm drainage under Villa Road. The City Engineer had never discussed with the developer's engineer as to what the requirement was.

There was further discussion of the developer making arrangements with another adjacent property owner in reimbursing for cost of putting in the storm sewer which the developer was having to put on his property and the adjacent property would take advantage of. Some further discussion on who else would benefit from the development and how the development could recuperate on this cost.

COVENANTS AND RESTRICTIONS

There was some discussion as to the covenants and restrictions and the obligation for the developer to have them filed. We would need to have a copy of the filing information on them. The City will need a copy of the covenants and restrictions after they are filed showing the filing information.

OK ~~team~~
SEND copy to developer, engineer & planner.

SUBDIVISIONS

NAME: Newberg Professional Center-Planned Unit DevelopmentDEVELOPER: David F. Abbott, M.D.BILLING ADDRESS: 1315 East Sherman St.
Newberg, OR 97132PRELIMINARY PLAT - Date Approved November 21, 1978 ()

PLANS & SPECIFICATIONS - Approved _____ ()

SURETY AGREEMENT or BOND - Amount \$ _____ ()

FINAL PLAT - Date Approved January 16, 1979 ()

" " Phase No. _____

IMPROVEMENTS AGREEMENT - Date Approved _____ ()

Resolution No. _____

FINAL PLAT - Signed _____ ()

	AMOUNT	DATE BILLED	DATE PAID
PUBLIC LAND PAYMENT	\$ _____	_____	_____
OTHER IMPROVEMENTS	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
INSPECTION FEE:			
\$ _____ X _____ % = \$ _____		_____	_____
OTHER CHARGES:			
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

COMPLETED * BOND RELEASED _____ DATE _____ ()

UNITED STATES NATIONAL BANK OF OREGON

November 14, 1979

Terrance D. Mahr, City Attorney
City of Newberg
414 E. First Street
Newberg, Oregon 97132

Re: Loan Funds Held for
Public Improvements

Project Name: David F. Abbott M.D.
P.U.D. Application

Gentlemen:

We hereby agree to hold from the proceeds of the above reference loan the sum of \$20,000.00 to be held for the benefit of the City of Newberg and disbursed, transferred, or paid under the following terms and conditions.

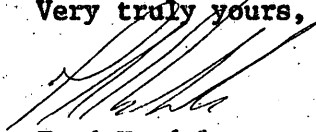
1. Funds will be disbursed upon written notification from an authorized representative of the City/County that the work contemplated has been performed and is in accord with the plans and specifications and has been accepted by the City/County.
2. Partial disbursements will be made from time to time upon written authorization from an authorized representative of the City/County indicating that a portion of the contemplated work has been completed in accord with plans and specifications and accepted by the City/County.
3. It is understood and agreed by all the parties hereto that the City/County of Newberg shall have first claim and priority to the remainder of the funds hereinabove described in the event there is failure to complete and/or correct any defects in the construction of said improvement.
4. That the claim of the City/County of Newberg shall be paramount and prior to all parties, including United States National Bank for a period of six months after completion. However, at the expiration of such time all funds that may then be remaining in the account may then be used by United States National Bank

UNITED STATES NATIONAL BANK OF OREGON

either to complete the project or as an offset against any outstanding balances that may remain unpaid.

5. In the event the above loan from which the herein referred to funds are reserved is paid off prior to the completion of the project United States National Bank shall be authorized, upon such payoff, to transfer the then balance of the herein referred to funds to the City of Newberg and further United States National Bank shall have no duty or responsibility to inquire further into the use and disbursement of such funds.

Very truly yours,


Fred Koudele
Vice President & Manager

ACCEPTED AND APPROVED

This _____ day of _____, 19__.

ACCEPTED AND APPROVED

This _____ day of _____, 19__.

CITY/COUNTY OF _____

By: _____

Its: _____

No. 04 - 646 - 2919363

2919363

646 - 04 - 2919363

H.O. D.C.	BOND AMOUNT: 240,000	PREMIUM \$ 3600.00	CLASS 380	CO-SURETY 1	VAR.	FORM 20	SIA YES ☒ NO ☐
	CONTRACT AMOUNT: 240,000						
SBG # 1000-10180-002-23	SBA: 237-003	\$ 720.00	ATTORNEY-IN-FACT Dennis V. Gilbert				
COUNTERSIGNING AGENT (WHERE APPLICABLE)							

- Name and Address of Principal
Newberg Construction, Inc.
Rt 3 Box 253
Newberg, Oregon 97132
- Term: From 11/13/79 to 11/13/80
- Description of Bond and Location of Project
Performance Bond-Private Works
- Contract Date: 10/18/79
- Name and Address of Obligor
Dr. David D. Abbott & Mrs. H.J. Abbott

AGENT
Northwest Bonding Agency
P.O. Box 1448
Beaverton, OR 97075

Date Typed: 11/13/79 By: jb

ORIGINAL PRODUCER

AFF-GA-50 (10/77)

AMERICAN FIDELITY FIRE INSURANCE COMPANY

New York

SBC#1000-10180-002-23

BOND NO. 04-646-2919363

CONTRACT BOND - PRIVATE WORK

KNOW ALL MEN BY THESE PRESENTS: That We, Newberg Construction, Inc.

(hereinafter called the Principal) and AMERICAN FIDELITY INSURANCE COMPANY, a corporation organized under the laws of the State of New York and authorized to transact a general surety business in the State of ~~NEW YORK~~ (hereinafter called the Surety), as Surety, are held and firmly bound unto

Dr. David D. Abbott and Mrs. H.J. Abbott

(hereinafter called the Oblige), in the sum of Two Hundred and Forty Thousand and no/100

00/100 Dollars (\$ 240,000.00*****), for the payment whereof to the Oblige. The Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the principal and the Oblige have entered into a certain contract (hereinafter called the Contract) dated this 18th day of October, 1979, for the performance of the following described work, to wit:

Construction of Building No. 1, Newberg Professional Center

a copy of which contract is or may be attached hereto, and is hereby referred to.

Now, therefore, the condition of this obligation is such, that if the Principal shall faithfully perform the work contracted to be performed under said contract, and shall pay, or cause to be paid, in full, the claims of all persons performing labor upon or furnishing materials to be used in, or furnishing appliances, tools or power contributing to such work, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of the surety's liability under this bond shall in no event exceed the penalty hereof.

No right of action or recovery shall accrue hereunder to or for the use of any person or corporation other than the Oblige named herein.

Provided, However, as to said Oblige, the right of recovery shall be upon the following expressed conditions, the performance of each of which shall be a condition precedent:

First: That in the event of any default on the part of the Principal, written notice thereof shall be delivered to the Surety as promptly as possible, and in any event within ten (10) days after the Oblige shall become aware of such default, and upon the Oblige's becoming aware of such default no payments shall be made under the said contract without the written consent of the Surety. If the Principal shall abandon said contract, or be compelled by the Oblige to cease operations thereunder, the Surety shall have the option to proceed or procure others to proceed with the performance of such contract, and shall reserves, deferred payments, and other monies provided by said contract to be paid to the Principal, shall be paid to the Surety, at the same times and under the same conditions as by the terms of said contract; such monies would have been paid to the Principal had the contract been performed by the Principal, and the Surety shall be entitled thereto in preference to any assignee of the Principal, or any adverse claimant; but if the Oblige shall complete or relet the said contract, all reserves, deferred payments, or other monies remaining after payment for such completion shall be paid to the Surety, or applied as the Surety may direct toward the settlement of any obligation or liability incurred hereunder.

Second: That in consideration of Surety providing this suretyship, the Oblige shall faithfully perform all of the terms, covenants, and conditions of said contracts on the part of the obligee contracted to be performed. In no event shall payment of payments to contractor from Oblige be in an amount greater than 90% of the value of the work performed by the contractor to the date of such payment. Oblige to retain remaining final payment or payments of 10% of that work to be performed and all reserves or deferred payments for a period of 30 days after completion and acceptance of the total project by the Oblige. Said period to correspond to lien period in which notices of claims or claims of lien by persons performing work or furnishing materials under said contract may be filed, or until all such claims have been paid, unless the Surety shall consent, in writing, to the payment of said final payment reserves or defined payment.

Third: That the Surety shall not be liable for any damages resulting from strikes or labor difficulties, or from mobs, riots, civil commotion, public enemy, fire, the elements, shifting of elements, acts of God, or defect or fault in the plans or specifications referred to in said contract, or for repair, or reconstruction of any work or materials damaged or destroyed by any of said causes; nor for damages arising out of injuries to persons or property or for the death of any person or persons, or under or by virtue of any statutory provision for damages or compensation for injury to or the death of any employee; nor for the infringement or validity of any patent, nor for the efficiency or wearing qualities of any work done or materials furnished or the maintenance thereof or repairs thereto; nor for the furnishing of any bond or obligation other than this instrument.

Fourth: If there be more than one Oblige named in this bond, then it is understood that the rights of the Obliges or any of them under this bond are conditioned upon the faithful performance by or on behalf of the owner of all of the conditions of the contract by him to be performed.

Fifth: That no suit, action or proceeding by the Oblige to recover on this bond shall be sustained unless the same be commenced within six months from the completion of said structure or work of improvement. Any notice to the Surety may be addressed to or serviced upon its Office in Beaverton, Oregon.

Sixth: That the Surety is obligated only to the dollar amount shown on the face of this bond. If any additions or alterations of the original contract, upon which this bond was issued, occur, increasing or altering the contract price, Surety is obligated only to the proportional amount that the original contract bears to the altered contract price, unless expressly waived by the Surety in writing.

SIGNED, SEALED AND DATED this 13th day of November, 1979

Newberg Construction, Inc.
Principal

By: _____

American Fidelity Fire Insurance Company
Surety

By: _____
Dennis V. Gilbert Attorney-in-Fact

c/o NORTHWEST BONDING COMPANY
4070 S.W. 109th P.O. Box 1448
Beaverton, Oregon 97005
Telephone (503) 643-8461

RESOLUTION NO. 79-808

WHEREAS, Ron Willcuts Homes, Inc., the Subdivider, has presented to the Planning Commission for approval a plat for Flightway Industrial Park, an industrial subdivision and the plat of the subdivision has been approved by the Planning Commission; and

WHEREAS, the Subdivider, D.F. Abbott, has presented to the Planning Commission the plat of a subdivision known as Newberg Professional Center, a planned unit development, and the plat of the subdivision has been approved by the Planning Commission and the rules and regulations governing the planned unit development has been approved by the Council; and

WHEREAS, the fees relative to water taps and sewer taps in the subdivision are subject to contracts as the Council may authorize in connection with any subdivision; and

WHEREAS, the proposed agreement between the Subdivider and the City as to the subdivisions have been fully considered by the Council.

THE COUNCIL NOW BEING FULLY ADVISED IN THE PREMISES.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows, to-wit:

1. That the Mayor and the City Recorder should execute on behalf of the City and is so directed to execute on behalf of the City the agreement between the Subdivider and the City as concerns Flightway Industrial Park. The fees as to sewer taps and water taps as specified in the contract are approved by the Council.

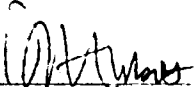
2. That the Mayor and the City Recorder should execute on behalf of the City and is so directed to execute on behalf of the City the agreement between the Subdivider and the City as concerns Newberg Professional Center. The fees as to sewer taps and water taps as specified in the contract are approved by the Council.

ADOPTED by the Council this 5th day of November, 1979.


M.C. Gilbert - Recorder

INSPECTION FEES BASED ON 58,165⁰⁰ Est.

CLASSIC 485 ES

D. F. ABBOTT		459
Phone 538-9117		
1314 East Sherman		
Newberg, Oregon 97132		
11/21/79		24-22/1230 59
PAY TO THE ORDER OF	City of Newberg	\$ 2908 ²⁵ /-
Two thousand nine hundred and eight ²⁵ /-		DOLLARS
 NEWBERG BRANCH, NEWBERG, OREGON 97132		
UNITED STATES NATIONAL BANK OF OREGON		
FOR	PUD fee	
⑆123000220⑆ 059 0814 331⑈ 0459		

REVISED INSPECTION FEES 2908.25
due to revised
estimate 2250.00
658.25 refund

November 2, 1979

1314 Sherman St.
Newberg, OR 97132

To Whom It May Concern

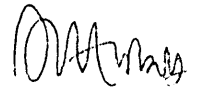
RE: 4 Sub-Contractors - Heating, Plumbing, Electrical & Streets,
Sewer, Water, Drainage, Curbs, Site
Preparation

Gentlemen:

No release of funds will be made for the above items until a 100%
performance and payment bond is received in favor of Newberg
Construction from the sub-contractors and the original of these
bonds delivered to the owner.

If a sub-contractor has no bond, then no payment will be released
until work is fully completed and accepted by the architect and
either the sub-contractor has furnished the owner with lien releases
from his material suppliers or the statutory lien period is over -
which is 60 days from completion date and acceptance of work.

Sincerely,



Dr. David F. Abbott

ro

11/21/78 PLANNING COMMISSION MEETING

Preliminary PUD passed enthusiastically. Bob Youngman wants to build the Clinic and I will send him the plans as soon as I get back from Thanksgiving. Glenn Ling states that the sewer is 8". In view of the fact that the sewer levy has passed on a recount, there will be no difficulty getting the City to put in the storm sewer in Villa Road and connecting into that as all ready indicated by Dale Blanton. He is preparing the plat for sub-dividing the land in order to get a legal description.

12/27/78 Meeting with Del Weber, Gary Lish and John Hinchliffe

10/31/78 Meeting with Bob Weissbach and Dale Blanton at the City about the PUD plans, particularly surface water drainage.

(1) They state that it is unnecessary for me to provide surface water drainage actually in Villa Road. I need only take the surface drain under the sidewalk into the street and they will take care of it from there. According to the city map there is a 21 inch surface water drain in Villa Road, also a 21 inch drain in 99-W. They would have no objection to my hooking into Abbey Pizza's 12 inch drain which goes out to 99-W, although they thought that the State would have an objection but pointed out that they would not know. This could drain the eastern end of the site leaving only a short run to drain the western end of the site, possibly from the junction of the road coming down from Dr. Pierson's office and the road leading to my office with a catch basin at that point. The owner of the property to the East is Mr. Bob Munroe and he is proposing to develop that ^{site} soon, and at the moment has no surface water drain. Mr. Blanton suggested that we should approach him to see if he would be interested in sharing the cost of the drain going the full length of my property from his property.

10/31/78 Conversation with Bob Munroe regarding draining his property.

He is intending to develop this site within the next 12 months. He has not given any thought to the surface water drainage, but will do so and get back to us soon.

AGENDA

CITY OF NEWBERG
PLANNING COMMISSION

January 16, 1979

7:30 P.M.
Council Chambers

1. Call Meeting to Order
2. Roll Call
3. Election of Chairman and Vice Chairman
4. Approval of previous meeting's minutes
5. Public Hearings

A. Annexation and Zone Change

Owner: Paul M. Bondo

Request: Annexation to the City of Newberg of approximately 2.49 acres; and Zone Change from Rural Residential to R-1.

Tax Lot No: 3218AC-1600

Legal Description: South half of Tract 22, Northwest Newberg Subdivision, in the William Jones Donation Land Claim #38, North half Section 18, T3S, R2W, W.M., Yamhill County, Oregon.

Location: West side of Main Street Extension.

B. Final Development Plan & Program, Zone Change for Newberg Professional Center

Applicant: David F. Abbott, M.D.

Request: ~~Approval~~ of Final Development Plan & Program and Zone Change from the underlying zone of C-R to the Planned Unit Development (P-D) zone.

Location: East side of Villa Rd. across from Newberg Community Hospital.

Tax Lot #: Part of Lot 6 County Survey 2266, SW $\frac{1}{2}$ Sec. 17, T3S, R2W, WM - Parcel 2

6. ~~Non-hearing~~ Items

- A. Newberg Construction - minor partitioning
- B. Stiller/Turner partitioning and variance postponed to February meeting on request of applicants.

7. New Business

- A. Zone change recommendation to Yamhill County on Publishers Paper Co. - Area south of 11th, East of Pacific.

8. Adjournment

C O M P R E H E N S I V E P L A N
A M E N D M E N T A N D / O R
Z O N E C H A N G E

FINAL PLAN

Fee:

Date:

Receipt #:

Applicant: David E. Abbott, M.D. PHONE 538-7331

ADDRESS: 1315 East Sherman Street -- Newberg, Or. 97132
(If agent or owner, attach written evidence)

OWNER: Same DATE: 11-28-78
(If different from above)

REQUEST: A zone change from the underlying zone of C-R to the Planned Unit Development (P-D) zone.

LOCATION: Villa Road

TAX LOT #: part of lot 6 County Survey 2266 SW $\frac{1}{2}$ Sec. 17 T35, R2W WM - Parcel 2

G E N E R A L I N F O R M A T I O N

- | | |
|-----------------------|--|
| 1. Zoning | C-R |
| 2. Comprehensive Plan | Commercial |
| 3. Proposed Use | Medical, Dental offices, Pharmacy, related and supportive laboratory and dispensing services |

This application must be accompanied by the following, in addition to information supplied above:

1. Site Plan, Drawn to Scale.
2. Evidence showing the following:
 - a. Public Need.
 - b. The need is best served by the proposed change, as compared with other available property.
 - c. Compliance with Statewide Goals and Guidelines.
 - d. No adverse effects will result from the change.
 - e. Compliance with the Local Comprehensive Plan.
 - f. If it is necessary to introduce the proposed change into an area

not previously contemplated, evidence must show that the surrounding property owners should bear the burden of the proposed departure.

The undersigned applicant understands that the above application must be complete and accurate, prior to consideration by the City of Newberg Planning Commission.

Applicant

Date

* Note: Attached herewith is a summary of requirements and procedures for Plan Amendments and Zone Changes. Please read it carefully before making application.

ling,
green &
associates,
inc.

Engineers & Land Surveyors

1879 N.W. 9th Street
Corvallis, Oregon 97330
(503) 757-8771

November 28, 1978

NARRATIVE

to accompany a

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8. Urbanization

The proposed site is within the city limits, uses vacant land, and is appropriately near the hospital. This medical-dental facility will provide a needed element that will increase the livability of this community.

This proposal is in compliance with the Newberg Comprehensive Plan which identifies the site for commercial uses; therefore, the request for a zone change to Planned Unit Development to implement this project is justified.

Newberg Professional Center Final Plan

Timeline for Project

Building permits have been issued for the Pharmacy and Clinic under standard permit and zoning requirements.

To that extent, the project is already underway. Those facilities are included within the adopted preliminary plan and will remain in the final plan. Additional phases of the project will begin in 1979 and it is expected that the project will be completed within three to five years.

TAX LOT #: part of lot 6 County Survey 2266 SW $\frac{1}{2}$ Sec.17 T35, R2W WM (parcel 2)

G E N E R A L I N F O R M A T I O N

- | | |
|-----------------------|--|
| 1. Zoning | C-R (Zone change to Planned Development has been requested.) |
| 2. Comprehensive Plan | Commercial |
| 3. Proposed Use | Medical and dental offices |

This application must be accompanied by the following in addition to information supplied above:

1. Site Plan, drawn to scale, showing dimensions and arrangement of the proposed development.
2. Evidence showing the following:
 - a. For Subdivision Variances Only
 - (1.) That there are special circumstances or conditions affecting the property that are not common to all property in the area.
 - (2.) That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner and extraordinary hardship would result from strict compliance with these regulations because of the special circumstances or conditions affecting the property.

(3.) That the granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property in the vicinity of the property involved.

b. For Zoning Variances Only

(1.) Exceptional or extraordinary conditions applying to the property that do not apply generally to other properties in the same zone or vicinity which conditions are a result of lot size or shape, topography or other circumstances over which the applicant has no control.

(2.) The variance is necessary for the preservation of a property right of the applicant substantially the same as is possessed by owners of other property in the same zone or vicinity.

(3.) The authorization of the variance shall not be materially detrimental to the purpose of this ordinance, be injurious to property in the zone or vicinity in which the property is located, or be otherwise detrimental to the objectives of any city development plan or policy.

(4.) The variance requested is the minimum variance from the provisions and standards of this ordinance which will alleviate the hardship.

The undersigned understands that this application must be complete and accurate prior to consideration by the City of Newberg Planning Commission.

David F. Abbott, M.D.

Applicant

* Note: No variance can be issued for uses not permitted within the applicable zoning district.

ling,
green &
associates,
inc.

Engineers & Land Surveyors

1879 N.W. 9th Street
Corvallis, Oregon 97330
(503) 757-8771

December 5, 1978

NEWBERG PROFESSIONAL CENTER

APPLICATION FOR VARIANCES NECESSARY TO DEVELOP AN APPROVED PRELIMINARY PLAT

The Newberg Professional Center project has received approval of the preliminary subdivision plat for the Newberg Professional Center and a recommendation for a zone change from C-R Commercial/Residential to Planned Unit Development in November, 1978.

According to the Newberg Subdivision Ordinance and a memorandum written as a review by the Planning Director of the project proposal, variances will be required and can be granted concurrently with the approval of the final development plan.

Variances necessary to the project require permission to develop the Planned Unit Development without conformance to the standards for lot size and street frontages stipulated for either the C-R or R-2 zones which now regulate this property.

1. There are special circumstances or conditions affecting the property that are not common to all property in the area:

The proposed planned unit development will include medical and dental offices and support services. A clinic and a pharmacy are already approved for building permits. There will be a total of 18 lots which are to be in individual owner-ships. These lots are not uniform in size.

The proposed plan includes an interior roadway to provide for adequate traffic circulation within the development. Walkways and parking areas have been found appropriate to serve the needs of the people who will be using the facilities.

This use, on this site, is compatible with the hospital and offers convenient medical and dental services within comfortable distance to residential areas.

2. The variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner and extra-ordinary hardship would result from strict compliance with these regulations because of the special circumstances or conditions affecting the property.

The Newberg Zoning Ordinance requirements for the C-R zone - particularly Sections 17B, 17-C, 17-D, and 17-F, are not compatible with the needs of the approved preliminary plan.

Newberg Professional Center
Application for Variances Required for Approved Preliminary Subdivision Plat
December 5, 1978

-2-

The planned development is proposed for offices, a clinic, and a pharmacy. It does include an adequate amount of street, sidewalks and parking facilities to serve the public. It also provides an adequate amount of landscaped area which is not located where it can serve as setback; it does serve to beautify and separate the buildings and soften the professional office building area.

Without the variance from the lot size and setback requirements as well as the street frontage regulation, this planned development will not be allowed to efficiently utilize this site.

It is necessary that this development, as approved, be granted the requested variances in order that the proposed offices, clinic and pharmacy can be accommodated; the traffic circulation, parking and other considerations including open space and landscaping have been designed according to approved standards and as conditioned by the Newberg Planning staff, Planning Commission and City Council.

3. The granting of the variance will not be detrimental to the public health safety and welfare or injurious to other property in the vicinity of the property involved.

The granting of the variance will, in fact, be beneficial to the public health, safety and welfare by providing medical and dental offices and in a convenient location within the community.

Neighboring properties are residential and commercial uses. This property will serve to separate those uses in a compatible manner. It will also increase the community health services available near the hospital and provide a needed service to residents of the general area.

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWBERG PROFESSIONAL CENTER, NEWBERG, OREGON

David F. Abbott, M.D., the owner of all lands within the platted subdivision known as the Newberg Professional Center, Yamhill County, Oregon, declares that all of the land within the Newberg Professional Center is subject to the following protective covenants, conditions and restrictions:

PARTY WALLS

1. General Rules of Law Apply. Each wall constructed on or immediately adjacent to the dividing line between platted lots shall be a party wall. The general rules of law relating to party walls shall apply to the party walls in this subdivision except where those general rules are inconsistent with these protective covenants, conditions and restrictions.

2. Repair and Maintenance. The cost of reasonable repair and maintenance of each party wall shall be shared equally by the owners whose lots abut the wall.

3. Destruction. If a party wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

4. Contribution. The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title.

5. Arbitration. Any dispute concerning a party wall which the owners are unable to settle shall be arbitrated. Each of the owners shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

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6. Each lot owner is responsible for construction and exterior maintenance of all improvements constructed upon the lot. All architectural designs, exterior colors and textures shall be aesthetically compatible and reasonably consistent with

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USE RESTRICTIONS

7. Purpose. The Newberg Professional Center is intended to provide space for the location of medical and dental offices and related support services. To assure this intent is carried out, it is advisable that space in this project be available for the following purposes:

- a. Clinic and medical offices;
- b. Dental offices;
- c. Medical or dental laboratories;
- d. X-ray facility;
- e. Pharmacy;
- f. Opticians/Dispensing outlet for optical needs;
- g. Medical/dental research offices;
- h. Retail/rental outlets for equipment and supplies necessary for out-patient or handicapped patient care;
- i. Physical Therapy

8. Signs. No signs shall be displayed upon a lot except one professional sign indicating the business carried on upon the lot complying with the City of Newberg sign code applicable to such a use if the use were located in an R-2 zone or the equivalent. In addition one sign upon a lot may advertise that lot for sale, lease or rent, and such a sign shall comply with applicable provisions of the City of Newberg sign code.

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11. Purposes. The common areas of Newberg Professional Center as shown in the recorded plat are dedicated to the common use of all lots in the Newberg Professional Center for traffic flow, automobile parking, beautification, essential services, safety and convenience of all lot owners and their tenants, clients, customers and business invitees.

12. Decisions. Each lot owner is entitled to participate in decisions concerning development, maintenance, insurance and use of the common areas. A decision by the owners of a majority of lots shall be binding upon all owners.

13. Expense. The owner of each lot is obligated to pay one eighteenth (1/18) of any expense for the development, maintenance, insurance or use of the common areas approved by the owners of a majority of lots in the Newberg Professional Center. Such payment shall be made promptly. The owner of each lot has a cause of action against the owner of any other lot who fails to pay promptly an expense so approved together with reasonable attorneys fees and court costs incurred in enforcing and collecting such contribution.

GENERAL PROVISIONS

14.. Duration. These covenants, conditions and restrictions run with the land and inure to the benefit of each lot in Newberg Professional Center for a term of 25 years from the date of recording of this declaration, after which time these covenants, conditions and restrictions shall be extended and renewed automatically for successive periods of 10 years unless the owners of 75% of the lots in the Newberg Professional Center vote to revise or terminate these covenants, conditions and restrictions. Within the initial 25 year term, no covenant, condition or restriction shall be amended except by an instrument signed and acknowledged by all of the owners of all of the lots in the Newberg Professional Center.

15.. Enforcement. Any owner of any lot in the Newberg Professional Center may enforce any covenant, condition or restriction by an action at law or a suit in equity against any other owner. In such suit or action the party prevailing shall be entitled to reimbursement of all reasonable expenses of enforcement including but not limited to attorneys fees and court costs.

16. Divided Ownerships. If more than one person has an ownership interest in a lot, then any of such owners may exercise all of the rights of the owner of that lot under these covenants, conditions and restrictions except that in the event of disagreement between the respective owners of interests in the same lot the majority shall prevail.

17. Owners Association. If the owners of 3/4 of the lots in the Newberg Professional Center incorporate an owners association, then that owners association may exercise and enforce the rights and obligations of the individual owners, but if the incorporated owners association fails or refuses to act, the owner of each lot retains the right to enforce these covenants, conditions and restrictions.

18. Severability. If any of these covenants, conditions and restrictions or any part thereof is declared to be invalid by a court of competent jurisdiction, the judgement or decree of the court shall not impliedly affect the enforceability of the remainder of these covenants, conditions and restriction.

19. No Reversion. The declarant for himself, his heirs and assigns retains no right of reversion or re-entry on account of any alleged breach of any of these covenants, conditions and restrictions.

DATED _____, 1979.

DAVID F. ABBOTT, M.D.

STATE OF OREGON)
) SS
COUNTY OF YAMHILL)

On _____, 1978, before me appeared
DAVID F. ABBOTT, M.D. who executed the foregoing Declaration and acknowledged
to me that he did so freely and voluntarily.

NOTARY PUBLIC FOR OREGON

My commission expires: _____

D E V E L O P M E N T

Receipt #:

1. Acreage 2.16
2. Lots 18 plus common areas Dwelling Units none
3. Density 8.49 overall/3.9 per acre
4. Estimated Feet of New Streets.
5. Estimated feet of new water lines.
6. Estimated feet of new sewer lines.
7. Estimated feet of new storm drainage.

PRELIMINARY PLAT

Scale: 1" = 100' (if over 100 acres 1" = 200')

Information:

- X 1. Name.
- X 2. Date, Northpoint & Scale.
- X 3. Identification stating map is a preliminary plat.
- X 4. Location of Subdivision with a tie to the City coordinate system and a description sufficient to define the boundaries of the proposed tract.
- X 5. Names & addresses of -
 - a. Owner
 - b. Subdivider
 - c. Engineer or Surveyor

EXISTING

- X 6. Location, width and names of all existing or platted streets within or adjacent to the tract, together with easements, railroad right-of-way, and other important features such as section lines and corners, city boundary lines & monuments.
- X 7. Contour lines related to U.S.G.S. datum with the following minimum intervals:
 - a. 1' for slopes less than 5 per cent.
 - b. 2' for slopes between 5 & 10 per cent.
 - c. 5" for slopes greater than 10 per cent.
- X 8. Location of at least one temporary bench mark.
- X 9. Location & direction of all water courses and areas subject to flooding.
- X 10. Existing uses of property, including location of all existing structures to remain after platting.
- X 11. Location within the subdivision and adjoining property, of streets, existing sewers, water mains, culverts, drain pipes and electric lines proposed to service the property to be subdivided.
- X 12. Zoning on and adjacent to the tract.

PROPOSED

- X 13. Streets - location width, names & approx. grades. Relationship of all streets to any projected streets as shown on any development plan adopted by the Planning Commission, or if there is no complete development plan, as suggested by the superintendent of Public Works to assure adequate area traffic circulation.
- X 14. Easements.
- X 15. Lots - lot & block numbers & minimum size.
- X 16. Sites, if any allocated for purposes other than single-family dwellings.
- X 17. Where the plat contains only part of the tract owned or controlled by the subdividers, the Planning Commission may require a sketch of a tentative layout for streets in the unsubdivided portion.

x

18. Following submitted separately unless possible to include on plat map.
 - a. Vicinity map - w/existing conditions, and unsubdivided land ownerships adjacent to the proposed subdivision showing how proposed streets may be extended to connect to existing streets.
 - b. Proposed deed restrictions.
 - c. Improvements to be requested of the City and approximate time such requests will be made.
 - d. Improvements to be made by the developer & approximate time such improvements are to be completed. Details shall be sufficient to allow checking for compliance with ordinances and state laws. If impractical, detailed information can be submitted 30 days prior to requesting final plat approval.

PLANNED UNIT DEVELOPMENT PROCEDURE

1. Discuss General Guidelines with staff.
2. Develop Plan and Program for review -
 - A. Facilities Review with staff.
 - B. Planning Commission approval and recommended changes to Preliminary Plan and Program.
3. Final Development Plan and Program -
(6-month time limit)
Accompanied by Zone Change Application.
 - A. Public Hearing - Publication (15-5 days)
Planning Commission Recommendation
 1. Approve
 2. Continue
 3. Deny
 - B. Public Hearing-Publication (5-15 days)
City Council -
 1. refer to P.C. with recommendation
 2. reject - (No renewal for one year)
 3. approve
4. Filing of Final Plan & Program.
5. Recording Notice with property owner of Re-zoning. (County Clerk Notified)
6. Filing of subdivision plat for approval of Planning Commission.
Can be done in contemporaneous manner with Final Plan & Program.
7. If no building permits have been issued within one year of the date of final approval, it shall be terminated and the zone change automatically repealed.

8. What type of Security or Bond will be provided for improvements?

9. Estimated Completion Date?

The undersigned understands that this application must be complete and accurate, before the plat will be accepted for consideration by the City of Newberg Planning Commission. In addition, the plat must substantially conform to all standards, regulations and procedures officially adopted by the City of Newberg.

Applicant

* Note: Attached herewith is a checklist for preliminary plats, and an outline of the Planned Unit Development Procedure.

ling,
green &
associates,
inc.

Engineers & Land Surveyors

1879 N.W. 9th Street
Corvallis, Oregon 97330
(503) 757-8771

October 18, 1978

PRELIMINARY PLAN NARRATIVE

SUBJECT: Newberg Professional Center
Villa Road, Newberg, Oregon

TAX LOT: Parcel 2 of Lot 6
Yamhill County Survey
2266

APPLICANT: David F. Abbott, M.D.
1314 E. Sherman Street
Newberg, Oregon 97132

SURVEYOR AND ENGINEER:
Ling, Green & Assoc, Inc.
1879 NW 9th Street
Corvallis, OR 97330

AREA: 2.16 acres

PRESENT ZONE: R-1 Low Density Residential

PRESENT USE: Vacant

REQUEST: Planned Unit Development with a C-R Zone for professional
medical offices and pharmacy.

The proposed development will provide attractively sited and designed medically-oriented professional office units and a pharmacy conveniently and appropriately situated as a transition area between residential and commercial activities. The land north of the proposed development is low density residential. The land south of the site is commercial.

The Planned Unit Development is, with an underlying C-R zone, considered the most suitable land use designation for the project. This allows the employment of innovative design for the siting of units, open space, circulation pattern, landscaping and buffering. It also provides the opportunity for the development of conditions which will protect the community and guide the developer and property owners.

The project is in compliance with the Zoning regulations and the Comprehensive Plan of the City of Newberg.

The medical services provided by the project will benefit the growing population of the Newberg area while adding to the community's economic stability. The site is easily accessible to residents.

The development is proposed for vacant land near the hospital and urban services are readily available to the site. No economic burden will be placed upon the City of Newberg by this project. The provision of additional medical services in Newberg will enhance the livability of the area.

The Comprehensive Plan Commercial Land Use Distribution policies recommend that non-retail uses be encouraged "...to locate around the Central Business District. This would include such uses as office space, medical and dental facilities..."

STATEWIDE PLANNING GOALS. The following Statewide Planning Goals are applicable to this development.

a. Urbanization

The proposed site is within the city limits, near the hospital area, with urban services readily available. It provides a needed service to the citizens of Newberg.

b. Open Space

An appropriate amount of the 1.15 acres of open space will be developed as landscaped areas around buildings and the parking lot.

c. Transportation

Both arterial and collector streets serve the vicinity.

d. State Economy

The development of clean, professional activities is economically and environmentally beneficial to the economy of the state.

e. Energy Conservation

By making medical facilities available to the residents of the area, the need to travel to other communities for these services is lessened and energy is conserved. The Newberg business community and residents of the city are directly benefitted.

ATTACHMENT: Application for a Planned Unit Development
Newberg Professional Center
David Abbott, M.D.

PRELIMINARY PLAN

A. Applicant's market analysis of the proposed use.

To be provided by applicant.

B. Financial information and reports indicating owner's ability in the sole judgment of the Planning Commission to carry out the proposed development.

To be provided by applicant.

C. Proposed ownership pattern.

It is proposed that each building will be separately owned and maintained and that the remaining open space will be developed and maintained by protective covenants, conditions and restrictions. (See attachment):

D. Operation and maintenance proposal

See protective covenants, conditions and restrictions.

E. Waste disposal facilities.

City sewer facilities are available to the site. Screened and landscaped dumpster sites are provided on the plan.

F. Lighting

Security street lighting is as indicated on the plan.

G. City services and community facilities

City water and sanitary sewers are available to the site.

Public transportation - areas have been identified for the accommodation of vehicles such as the senior citizen bus and taxi cabs. Ramps for easy access of handicapped people have been provided; crosswalks painted for safety.

Fire protection - a fire hydrant is located on the plan near Unit #2.

H. Names and addresses of the proposed design team for preparation of the final plan and program together with their qualifications.

Glenn A. Ling, P.E.
Paul E. Green, P.E.

Ling, Green and Associates, Inc.
1879 N.W. 9th Street
Corvallis, Oregon 97330

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWBERG PROFESSIONAL CENTER, NEWBERG, OREGON

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- a. Clinic and medical offices;
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DATED _____, 1979.

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STATE OF OREGON)
) SS
COUNTY OF YAMHILL)

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DAVID F. ABBOTT, M.D. who executed the foregoing Declaration and acknowledged
to me that he did so freely and voluntarily.

NOTARY PUBLIC FOR OREGON

My commission expires: _____

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- f. Opticians/Dispensing outlet for optical needs;
- g. Medical/dental research offices;
- h. Retail/rental outlets for equipment and supplies necessary for out-patient or handicapped patient care;
- i. Physical Therapy

8. Signs. No signs shall be displayed upon a lot except one professional sign indicating the business carried on upon the lot complying with the City of Newberg sign code applicable to such a use if the use were located in an R-2 zone or the equivalent. In addition one sign upon a lot may advertise that lot for sale, lease or rent, and such a sign shall comply with applicable provisions of the City of Newberg sign code.

9. Waste. No part of a lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No rubbish, trash, garbage or any other waste shall be kept or maintained on any lot except in a sanitary closed container. No dump box, garbage can or other waste container shall be kept on a lot in a place exposed to view from the common areas. No incinerator shall be kept or used on any lot.

10. Cleanliness and Good Order. The owner of each lot is responsible for maintaining the owner's lot in a clean and orderly condition. No noxious or offensive or unsightly condition shall be permitted on any lot. No condition which is an annoyance or nuisance to the use of any other lot shall be allowed.

COMMON AREAS

11. Purposes. The common areas of Newberg Professional Center as shown in the recorded plat are dedicated to the common use of all lots in the Newberg Professional Center for traffic flow, automobile parking, beautification, essential services, safety and convenience of all lot owners and their tenants, clients, customers and business invitees.

12. Decisions. Each lot owner is entitled to participate in decisions concerning development, maintenance, insurance and use of the common areas. A decision by the owners of a majority of lots shall be binding upon all owners.

13. Expense. The owner of each lot is obligated to pay one eighteenth (1/18) of any expense for the development, maintenance, insurance or use of the common areas approved by the owners of a majority of lots in the Newberg Professional Center. Such payment shall be made promptly. The owner of each lot has a cause of action against the owner of any other lot who fails to pay promptly an expense so approved together with reasonable attorneys fees and court costs incurred in enforcing and collecting such contribution.

GENERAL PROVISIONS

14.. Duration. These covenants, conditions and restrictions run with the land and inure to the benefit of each lot in Newberg Professional Center for a term of 25 years from the date of recording of this declaration, after which time these covenants, conditions and restrictions shall be extended and renewed automatically for successive periods of 10 years unless the owners of 75% of the lots in the Newberg Professional Center vote to revise or terminate these covenants, conditions and restrictions. Within the initial 25 year term, no covenant, condition or restriction shall be amended except by an instrument signed and acknowledged by all of the owners of all of the lots in the Newberg Professional Center.

15.. Enforcement. Any owner of any lot in the Newberg Professional Center may enforce any covenant, condition or restriction by an action at law or a suit in equity against any other owner. In such suit or action the party prevailing shall be entitled to reimbursement of all reasonable expenses of enforcement including but not limited to attorneys fees and court costs.

16. Divided Ownerships. If more than one person has an ownership interest in a lot, then any of such owners may exercise all of the rights of the owner of that lot under these covenants, conditions and restrictions except that in the event of disagreement between the respective owners of interests in the same lot the majority shall prevail.

17. Owners Association. If the owners of 3/4 of the lots in the Newberg Professional Center incorporate an owners association, then that owners association may exercise and enforce the rights and obligations of the individual owners, but if the incorporated owners association fails or refuses to act, the owner of each lot retains the right to enforce these covenants, conditions and restrictions.

18. Severability. If any of these covenants, conditions and restrictions or any part thereof is declared to be invalid by a court of competent jurisdiction, the judgement or decree of the court shall not impliedly affect the enforceability of the remainder of these covenants, conditions and restriction.

19. No Reversion. The declarant for himself, his heirs and assigns retains no right of reversion or re-entry on account of any alleged breach of any of these covenants, conditions and restrictions.

DATED _____, 1979.

DAVID F. ABBOTT, M.D.

STATE OF OREGON)
) SS
COUNTY OF YAMHILL)

On _____, 1978, before me appeared
DAVID F. ABBOTT, M.D. who executed the foregoing Declaration and acknowledged
to me that he did so freely and voluntarily.

NOTARY PUBLIC FOR OREGON

My commission expires: _____

MAR 26 1979

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWBERG PROFESSIONAL CENTER, NEWBERG, OREGON

David F. Abbott, M.D., the owner of all lands within the platted subdivision known as the Newberg Professional Center, Yamhill County, Oregon, declares that all of the land within the Newberg Professional Center is subject to the following protective covenants, conditions and restrictions:

PARTY WALLS

1. General Rules of Law Apply. Each wall constructed on or immediately adjacent to the dividing line between platted lots shall be a party wall. The general rules of law relating to party walls shall apply to the party walls in this subdivision except where those general rules are inconsistent with these protective covenants, conditions and restrictions.

2. Repair and Maintenance. The cost of reasonable repair and maintenance of each party wall shall be shared equally by the owners whose lots abut the wall.

3. Destruction. If a party wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

4. Contribution. The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title.

5. Arbitration. Any dispute concerning a party wall which the owners are unable to settle shall be arbitrated. Each of the owners shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

CONSTRUCTION AND EXTERIOR MAINTENANCE

6. Each lot owner is responsible for construction and exterior maintenance of all improvements constructed upon the lot. All architectural designs, exterior colors and textures shall be aesthetically compatible and reasonably consistent with

colors and textures of all other improvements in Newberg Professional Center. In the event of disagreement between owners concerning reasonable maintenance, aesthetic compatibility or reasonable consistency of colors and textures, each owner involved in the dispute shall appoint an appraiser. If the number of appraisers so appointed is an even number, then all of the appraisers so appointed shall appoint one additional appraiser, and the decision of a majority of the appraisers shall be binding upon all parties.

USE RESTRICTIONS

7. Purpose. The Newberg Professional Center is intended to provide space for the location of medical and dental offices and related support services. To assure this intent is carried out, it is advisable that space in this project be available for the following purposes:

- a. Clinic and medical offices;
- b. Dental offices;
- c. Medical or dental laboratories;
- d. X-ray facility;
- e. Pharmacy;
- f. Opticians/Dispensing outlet for optical needs;
- g. Medical/dental research offices;
- h. Retail/rental outlets for equipment and supplies necessary for out-patient or handicapped patient care;
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19. No Reversion. The declarant for himself, his heirs and assigns retains no right of reversion or re-entry on account of any alleged breach of any of these covenants, conditions and restrictions.

DATED _____, 1979.

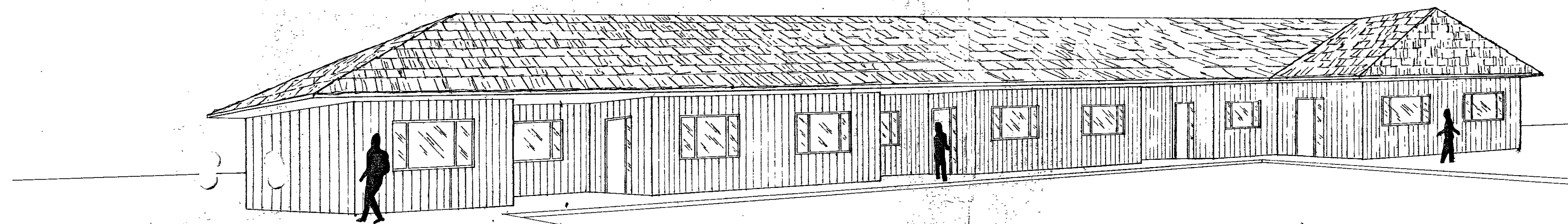
DAVID F. ABBOTT, M.D.

STATE OF OREGON)
) SS
COUNTY OF YAMHILL)

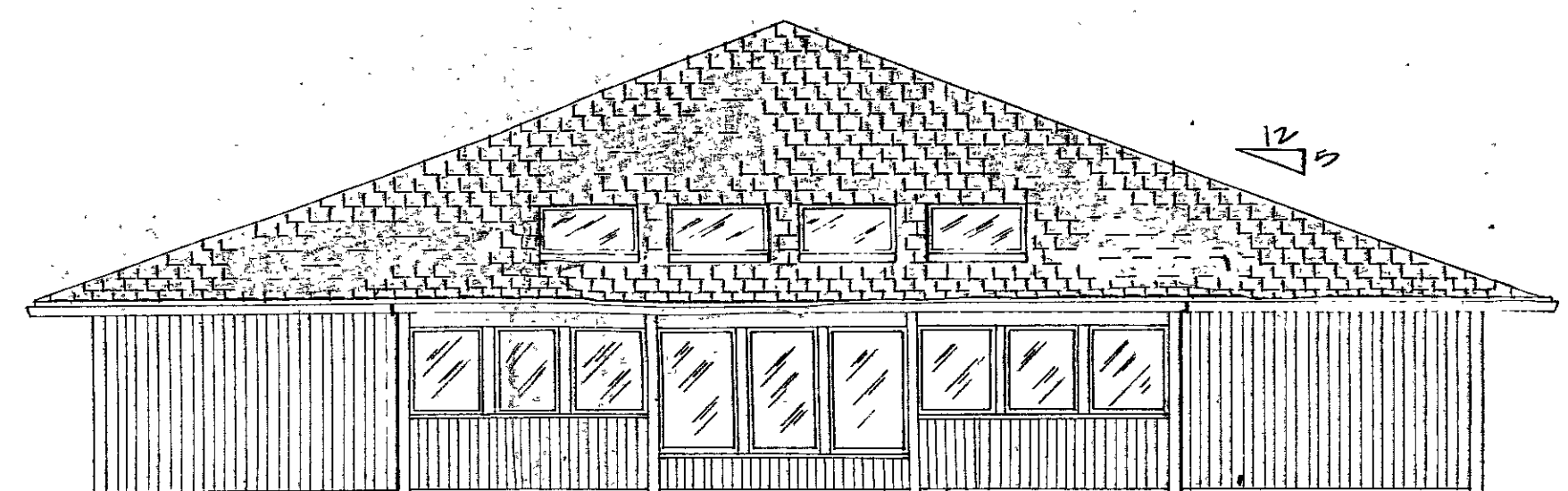
On _____, 1978, before me appeared
DAVID F. ABBOTT, M.D. who executed the foregoing Declaration and acknowledged
to me that he did so freely and voluntarily.

NOTARY PUBLIC FOR OREGON

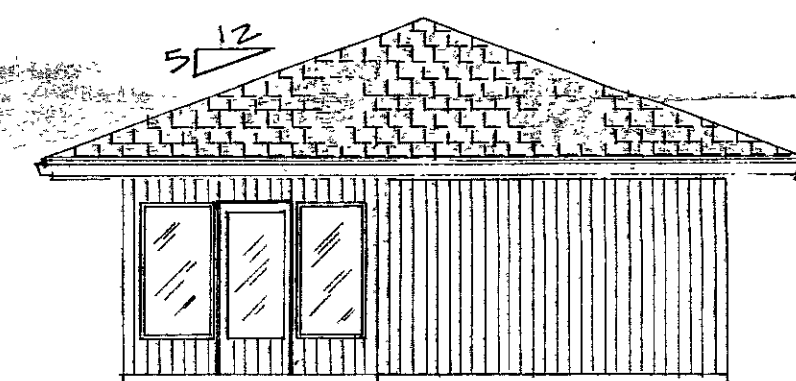
My commission expires: _____



PROPOSED OFFICES

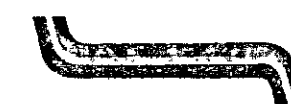


PROPOSED CLINIC



PROPOSED PHARMACY

ling
green
& associates



NEWBERG PROFESSIONAL
CENTER

NEWBERG, OREGON
MAKING SKETCHES
DES: J.W.
PROJECT NO. 78-103

SCALE 1/8"=1'-0"
DATE 10/10/18
PEN: JSS

879 NW NINTH ST. (503) 757-8771 CORVALLIS, OREGON

VILLA ROAD 40' ROW.

506 Villa Road

EXISTING MEDICAL OFFICES

20 FT DRIVEWAY EASEMENT

133'

QTY WATER

EDGE OF EXISTING PVT.

EXISTING 10' EASEMENT

EXISTING DRIVEWAY

191.00'

100

102

104

106

108

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114

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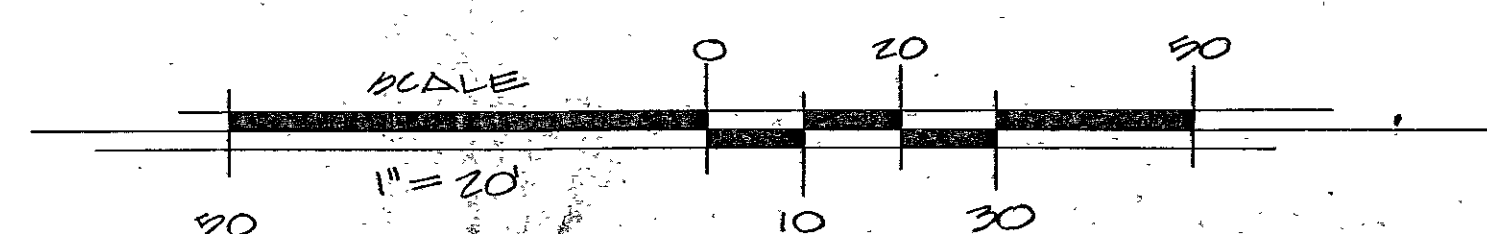
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OWNER: DAVID F. ABBOTT M.D., P.C.
NEWBERG, OREGON

ENGINEER: LING, GREEN & ASSOC. INC.
CORVALLIS, OREGON

OCT. 1978

PART OF LOT 6, COUNTY SURVEY 2266
S.W. 1/2 SEC. 17, T.35, R.2W. W.M.
YAMHILL COUNTY, ORE.

EXISTING USE	VACANT
PROPOSED USE	MEDICAL OFFICES

EXISTING ZONE R-1
PROPOSED ZONE R.D. - C.R.

SITE AREA 2.16 ACRES

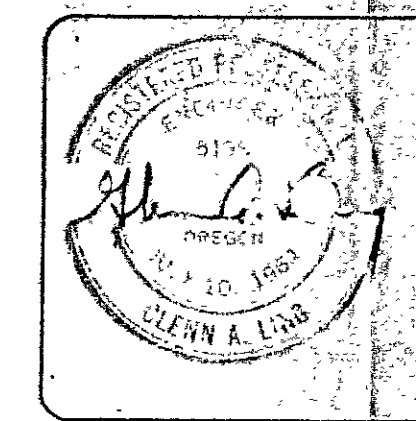
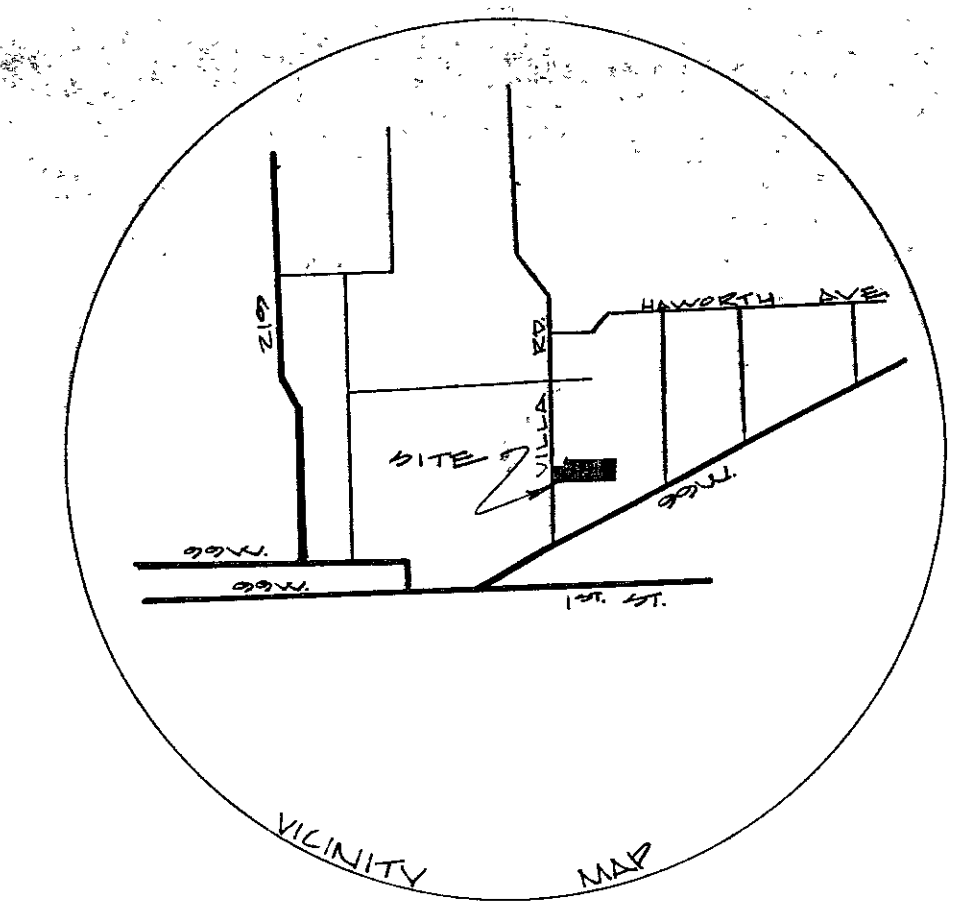
MINIMUM SETBACKS

5'	FROM PARKING & DRIVEWAYS
10'	FROM INTERNAL PROPERTY LINES
20'	FROM PROPERTY LINE

SECURITY LIGHTING IN LOTS 3 THRU 8 TO BE
PART OF LANDSCAPE PLAN

TOTAL MAX. BUILDING AREA 21,917 SQ. FT.
TOTAL PARKING SPACES 88 SPACES
PARKING RATIO PROPOSED 264 SQ. FT. / SPACE

ABOVE AREAS INCLUDE PHARMACY & CLINIC
MIN. LOT SIZE 880 SQ. FT.
OVERALL DENSITY = 8.49 UNITS/ACRE
TOTAL OPEN AREA = 1.15 ACRES



ling
green
& associates

NEWBERG PROFESSIONAL CENTER
NEWBERG, OREGON

SCALE 1" = 20'
PROJECT NO. 78-103

1879 N.W. NINTH ST. (503) 757-8771 CORVALLIS, OREGON