

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK
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\$51.00
17184200200234570060068
11/26/2002 10:32:43 AM
-DDMR Cnt=1 Stn=2 ANITA
00 \$10.00 \$11.00

AND SEND TAX STATEMENTS TO

AFTER RECORDING RETURN TO: MIKE WILL CUTS
City of Newberg - Community Development 11704 NE SUNNYRIDGE LN
PO Box 970 - 414 E. First Street NEWBERG OR 97132
Newberg, OR 97132

DEED OF DEDICATION Whistlers Phase 1

KNOW ALL MEN BY THESE PRESENTS, That Sunnyridge Partners, Grantor, does hereby dedicate, grant and convey to the City of Newberg, a Municipal Corporation of the State of Oregon, hereinafter called the Grantee, for dedication of a public right-of-way and easement, the following described real property located in Yamhill County, State of Oregon, to-wit:

SEE ATTACHED EXHIBIT "A" FOR DEDICATION OF RIGHT-OF-WAY
SEE ATTACHED EXHIBIT "B" FOR DEDICATION OF EASEMENT
SEE ATTACHED EXHIBIT "C" FOR MAP OF RIGHT-OF-WAY AND EASEMENT

TO HAVE AND TO HOLD the above described, dedicated, granted and conveyed premises unto said Grantee, its successors and assigns forever.

The true consideration for this conveyance is \$0.00 and other valuable consideration.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

IN WITNESS WHEREOF, the parties have executed this Deed of Dedication on the date first above mentioned.

Sunnyridge Partners, LLC

Michael Willcuts

State of Oregon)
County of Yamhill) S.S.

This instrument was acknowledged before me this 5 day of November, 2002 by Michael Willcuts, on behalf of Sunnyridge Partners, LLC.

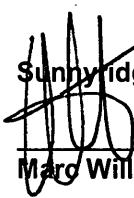
Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/05



AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

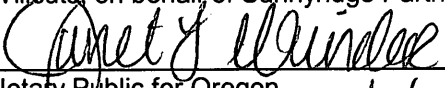
IN WITNESS WHEREOF, the parties have executed this Deed of Dedication on the date first above mentioned.


Sunnyridge Partners, LLC

Marc Willcuts

State of Oregon)
County of Clatsop) :S.S.

This instrument was acknowledged before me this 5 day of November, 2002, by Marc Willcuts, on behalf of Sunnyridge Partners, LLC.


Notary Public for Oregon
My Commission Expires: 5/6/05

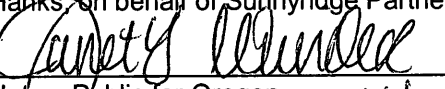


Sunnyridge Partners, LLC


Michael Hanks

State of Oregon)
County of Clatsop) :S.S.

This instrument was acknowledged before me this 7 day of November, 2002, by Michael Hanks, on behalf of Sunnyridge Partners, LLC.


Notary Public for Oregon
My Commission Expires: 5/6/05



AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

IN WITNESS WHEREOF, the parties have executed this Deed of Dedication on the date first above mentioned.

Sunnyridge Partners, LLC


Mart Storm

State of Oregon)
County of Clatsop) :S.S.

This instrument was acknowledged before me this 16 day of November, 2002 by Mart Storm, on behalf of Sunnyridge Partners, LLC.


Notary Public for Oregon
My Commission Expires: 5/6/05



CITY OF NEWBERG


James H. Bennett
City Recorder

APPROVED AS TO FORM


Terrence D. Mahr
City Attorney

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

Exhibit "A"

A tract of land in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being part of Parcel 3 of Yamhill County Partition Plat No. 98-60, and part of that tract of land described in deed from Thomas A. Gail and Ann S. Gail to Sunnyridge Partners, LLC and recorded in Instrument No. 200109893, and being more particularly described as follows:

Beginning at the southeast corner of said Sunnyridge Partners, LLC tract which is N 89° 54' 59" E 102 feet and S 0° 00' 40" W 281.37 feet from the northwest corner of Parcel 3 of Partition Plat 98-60; thence southwesterly 89.47 feet along the arc of a 305.00 feet radius curve to the right (Long Chord bears S 72° 41' 11" W 89.15 feet; thence southwesterly 28.30 feet along the arc of a 20' radius curve to the left (Long Chord bears S 40° 33' 02" W 26.00 feet) to the southwest corner of said Parcel 3; thence N 00° 00' 40" E 101.79 feet, along the west line of said Parcel 3; thence southeasterly along the arc of a 20.00 radius curve left 35.93 feet (Long Chord bears S 51° 27' 40" E 31.29 feet); thence northeasterly along the arc of a 245.00 radius curve left 84.53 feet (Long Chord bears N 67° 10' 59" E 84.11 feet); thence S 00° 00' 40" W 68.62 feet to the point of beginning.

Exhibit "B"

A Public Utilities Easement in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

Beginning at the southwest corner of Lot 9 of Whistler's Ridge - Phase 1; thence S 00° 00' 40" W 66.71 feet along the east margin of Center Street; thence southeasterly along the arc of a 20.00 foot radius curve left 35.93 feet (Long Chord bears S 51° 27' 40" E 31.29 feet); thence northeasterly along the arc of a 245.00 foot radius curve left 84.53 feet (Long Chord bears N 67° 10' 59" E 84.11 feet); thence N 0° 00' 40" E, along the east line of Parcel 3 of Partition Plat No. 98-60, 11.99 feet to a point; thence southwesterly along the arc of a 235.00 foot radius curve right and 10.00 feet distant from 245.00 foot radius curve, 54.19 feet (Long Chord bears S 62° 19' 31" W 54.07 feet) to a point; thence west 44.12 feet; thence N 00° 00' 40" E 66.73 feet to the south line of said Lot 9 in said subdivision; thence S 89° 54' 59" W 10.00 feet to the point of beginning.

16

Exhibit "C"

for : City of Newberg
Sunnyridge Partners, LLC

Location: SW 1/4 Section 8, T. 3 S., R. 2 W., WM.,
SE 1/4 Section 7, T. 3 S., R. 2 W., WM.,
Parcel 1 of Yamhill County Partition Plat No. 98-60
City of Newberg,
Yamhill County, Oregon

Tax Lot: 3208CC - 1100

Date : 12 Sept. 2002

Legend

- = monument found, flush to 0.2' down,
in good condition unless otherwise
stated. Origin stated if known.
- = 5/8" iron rod with yellow plastic
cap marked "Dunckel PLS 1942"
set in WHISTLER'S RIDGE-Phase 1
- — — — — = existing easement
- - - - - = proposed easement

Edgewood
Drive

CURVE	RADIUS	LENGTH	CHORD		DELTA
			BEARING	DIST.	
C6	20.00'	35.93'	N51°27'40"W	31.29'	102°56'40"
C7	245.00'	84.53'	N67°10'59"E	84.11'	19°46'02"
C4	20.00'	28.30'	S40°33'02"W	26.00'	81°04'42"
C5	305.00'	89.47'	N72°41'11"E	89.15'	16°48'24"
C8	235.00'	54.19'	S62°19'31"W	54.07'	13°12'43"

5/6

FENWAY PARK

AT OAK KNOLL

Center

Street

Scale: 1" = 50'

North

WHISTLER'S RIDGE-Phase 1

along east line of SUNNYRIDGE PARTNERS LLC, Instrument #200109893
5' wide storm drain easement along lot lines as shown

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON

JULY 13, 1981

MATTHEW E. DUNCHEL

1942

Renewable 31 December 2003

By : Matt Duncel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone : 503-472-7904
Fax: 503-472-0367
Email: duncel@viclink.com

Parcel 2
PT 98-60

Parcel 3
PT 98-60

5/8" R's,
PT 98-60

6/6 4519



\$46.00

00079523200200021300050050

200202130

10:46:29 AM 1/30/2002

DMR-AGRDMR Cnt=1 Stn=3 SUSAN
\$25.00 \$10.00 \$11.00

After Recording, release to:
Subdivider to return to
City of Newberg
Engineering Division
Mail: P.O. Box 970
Street: 414 E. First Street
Newberg, Oregon 97132

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1896

SUBDIVISION COMPLIANCE AGREEMENT

Whistler's Ridge

Tax Lot Number 3208-3400; -3502 and part 3500
Planning Division File #: S-28-01

THIS AGREEMENT made and entered into this 4 day of December, 2001, by and between the **CITY OF NEWBERG**, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as **CITY** and **Sunnyridge Partners, LLC** hereinafter referred to as **SUBDIVIDER**.

RECITALS

1. **SUBDIVIDER** has petitioned the **CITY** to accept a subdivision plat known as "Whistler's Ridge Phase 1" located in the City of Newberg, Oregon.
2. The **CITY**'s subdivision ordinance and applicable ordinances and laws of the **CITY**, require that the **SUBDIVIDER** execute and file with the **CITY** an agreement providing for, among other things, the period within which all required improvements shall be made within said subdivision and that if such work is not completed within the period specified, the **CITY** may complete the same and recover the full cost and expenses thereof from the **SUBDIVIDER**.
3. The **CITY** is agreeable to acceptance of said subdivision plat upon the execution of this agreement and compliance by the **SUBDIVIDER** with the provisions of the **CITY** subdivision ordinance, as amended.

NORTHWEST TITLE COMPANY

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

1. The **SUBDIVIDER** agrees to install all of the required public improvements as provided in the **CITY** subdivision ordinance and binds itself to use such materials and to so construct all of the improvements according to **CITY** standards as defined by the applicable ordinances, the approved construction plans, and the rules and regulations of the **CITY** as shown on the subdivision plat.
2. The **SUBDIVIDER** agrees to provide for the restoration of any monuments erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged or obliterated, removed or destroyed, whether willfully or not, by the **SUBDIVIDER**, its agents, employees or contractors.

3. If the subdivision plat is recorded prior to completion and acceptance of all improvements and conditions of approval: The **SUBDIVIDER** agrees that all of remaining public improvements shall be completed; the **SUBDIVIDER** agrees that in case it shall abandon the work or fail to make satisfactory progress on the work, the **CITY** may cause the work to be completed by contract or by its own forces; the **SUBDIVIDER** shall be liable to the **CITY** for any and all loss and damage from such default, either from the greater expense of so completing or repairing faulty or damaged work, or from any other related course; and upon execution of this agreement, the **SUBDIVIDER** shall deliver to the **CITY** a bond for the purposes assuring **SUBDIVIDER's** full and faithful completion of the required improvements within said subdivision. The amount of the landscaping bond is to be 110% of the \$1,170.00 estimated cost of the work which amounts to **\$1,287.00**. The street trees must be planted in front of any home prior to receiving final occupancy on that home.

4. At such time as all required improvements, except sidewalks along the vacant parcels and miscellaneous improvements, within the subdivision, have been completed in accordance with the **CITY's** requirements, the **SUBDIVIDER** shall serve written notification to the **CITY** of the readiness for final inspection. Upon certification by the City Engineer that all requirements of the **CITY** have been met, the **SUBDIVIDER** will submit to the **CITY** a maintenance bond or other such security in a form approved by the **CITY** in the sum of **15%** of the total public improvement costs as per the estimate dated August 9, 2001 to provide for the correction of any defective materials or workmanship for a period of two (2) years after final acceptance as defined by **CITY** ordinances. The amount of the bond is to be 15% of the \$45,853.00 total cost of public improvements which amounts to **\$6,877.95**.

5. The **SUBDIVIDER** agrees that sidewalks and miscellaneous improvements within said subdivision shall be completed no later than the time that such buildings are erected upon lots in the subdivision and occupancy permits are issued. This includes the pedestrian path between lots 6 and 7. Occupancy permits for said buildings may be withheld pending completion of sidewalks and miscellaneous improvements.

6. The conditions, covenants and restrictions, if any, shall be approved by the **CITY** and recorded prior to the sale of any lots.

7. The **CITY** agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

- (a) That all required subdivision improvements have been constructed in accordance with applicable **CITY** standards;
- (b) **SUBDIVIDER** has fulfilled the requirements of the **CITY's** subdivision ordinance;
- (c) **SUBDIVIDER** has provided a copy of the recorded maintenance agreement for any common improvements that are not accepted for maintenance by the **CITY**;
- (d) **SUBDIVIDER** has provided a maintenance bond or other form of security as indicated in paragraph 4 above.
- (e) The water and sewer development fees will be charged in accordance with the appropriate **CITY** ordinances and resolutions **at the time that the building permits are issued** for each additional lot;
- (f) **SUBDIVIDER** shall provide accurate as-built construction plans to the Engineering Division;

- (g) **SUBDIVIDER** agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;
- (h) A signalization fee, in the amount of \$205.00, will be charged on each lot at the time that building permits are issued.
- (i) **SUBDIVIDER** agrees to pay an engineering fee to cover final review and inspection requiring connection to the improvements. The estimated cost of the improvement, based on the engineer's estimate dated August 9, 2001, is \$45,853.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements per the engineer's estimated dated August 9, 2001, which said amount is \$2,292.65.
- (j) There are no additional public improvements required for this subdivision.

8. The date of this agreement shall be the date the City Manager signs on behalf of the City of Newberg.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned

Sunnyridge Partners, LLC

Michael Willcuts, Member

State of Oregon)
County of Graham) :s.s.

This instrument was acknowledged before me this 27 day of Nov, 2001, by Michael Willcuts, on behalf of Sunnyridge Partners, LLC.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/05



Sunnyridge Partners, LLC

Marc Willcuts, Member

State of Oregon)
County of Graham) :s.s.

This instrument was acknowledged before me this 4 day of Dec, 2001, by Marc Willcuts on behalf of Sunnyridge Partners, LLC.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/05



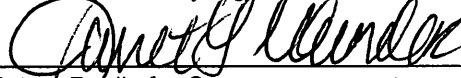
IN WITNESS WHEREOF, the parties have executed this Whistler's Ridge Phase 1 Subdivision Agreement on the date first above mentioned.

Sunnyridge Partners, LLC


Michael Hanks, Member

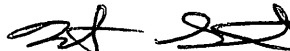
State of Oregon)
County of Jamhill) :s.s.

This instrument was acknowledged before me this 29 day of Nov., 2001, by Michael Hanks on behalf of Sunnyridge Partners, LLC.


Notary Public for Oregon
My Commission Expires: 5/6/05



Sunnyridge Partners, LLC


Mart Storm, Member

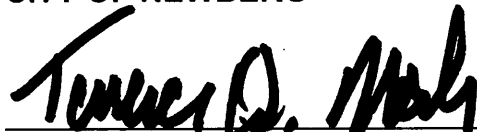
State of Oregon)
County of Jamhill) :s.s.

This instrument was acknowledged before me this 29 day of Nov, 2001 by Mart Storm on behalf of Sunnyridge Partners, LLC.

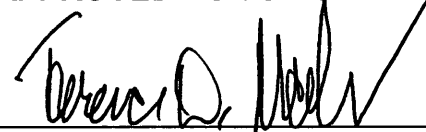

Notary Public for Oregon
My Commission Expires: 5/6/05



CITY OF NEWBERG

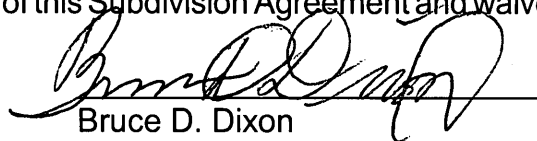

Terrence D. Mahr,
City Recorder

APPROVED AS TO FORM


Terrence D. Mahr
City Attorney

BENEFICIARIES OF TRUST DEED

- (A) Bruce D. Dixon and Grace E. Dixon, Trustees of the Bruce D. Dixon Trust UA/DTD 5/6/91 and the Grace E. Dixon Trust UA/DTD 5/6/91, tenants in common as Beneficiary, dated June, 2001, recorded June 20, 2001 as Instrument No. 200109894, agree to be bound by all the terms and conditions of this Subdivision Agreement to the same extent and conditions as Subdivider. Further, Beneficiary agrees that the **CITY** may enter and remain upon the property that is known as Whistler's Ridge Phase 1 Subdivision in order to carry out any terms and conditions of this Subdivision Agreement. Further, Beneficiary agrees to be bound by any amendment or extension of this Subdivision Agreement and waives any notice of such.

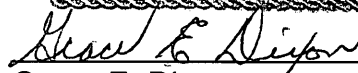

Bruce D. Dixon

State of Oregon)
County of Yamhill) s.s.

This instrument was acknowledged before me on this 21 day of December, 2000, by Bruce D. Dixon.


Notary Public for Oregon
My Commission Expires January 27, 2003




Grace E. Dixon

State of Oregon)
County of Yamhill) s.s.

This instrument was acknowledged before me on this 21 day of December, 2000, by Grace E. Dixon.


Notary Public for Oregon
My Commission Expires January 27, 2003

