

LEASE AGREEMENT

This lease agreement is entered into on the 3rd day of April, 2002, by and between the **City of Newberg**, a municipal corporation of the State of Oregon, 414 East First Street, Newberg, Oregon 97132, hereinafter referred to as, "Lessor," and **Stuart M. Richey and Violet E. Richey**, as trustees of the Richey Trust under an Instrument dated June 6, 1991, as amended, 1301 East Fulton Street, No. 524, Newberg, Oregon 97132, hereinafter referred to as, "Lessee."

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

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

- 1) The Lessor shall lease to the Lessee for a period of 25 years for the cost of 1 dollar (\$1.00) ^{check # 10466} the following real property:

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

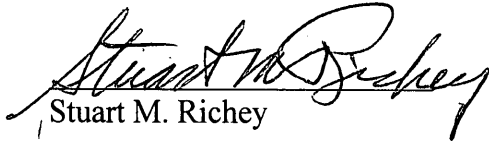
That tract of land described in Film 128, Page 758, in Yamhill County Deed Records, Yamhill County Oregon, excepting therefrom that property described in Film 207, Page 0598, recorded on October 6, 1986 and that property described in Document No. 200010400 recorded on July 25, 2000.


- 2) In consideration for the lease of the property, the Lessee agrees to maintain the landscaping on the property.
- 3) This lease may be canceled by sixty (60) days written notice by either party. Said notice shall be sent to the address listed for each party in this document.
- 4) Lessee accepts full responsibility and shall indemnify and defend Lessor from any claims arising for any reason concerning the use of such property while this lease is in full force and effect. Further, the Lessee assumes full responsibility for the maintenance and upkeep of the sidewalk which is adjacent to said property.

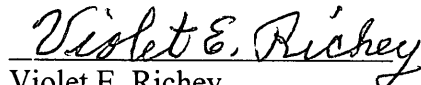
IN WITNESS WHEREOF, the parties have affixed their signatures.

Lessee: The Richey Trust

Lessor: City of Newberg


Stuart M. Richey

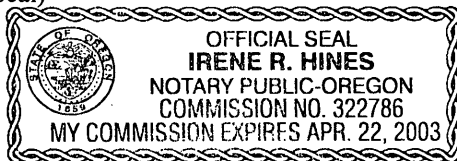

Charles Cox, Mayor
By Authority of City Council Motion
Approved January 7, 2002

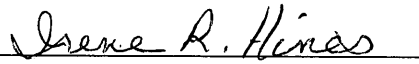

Violet E. Richey

STATE OF OREGON)
)ss.
County of Yamhill)

On this 3rd day of April, 2002, personally appeared the above-named Stuart M. Richey and Violet E. Richey, and acknowledged the foregoing instrument to be their voluntary act and deed.

(Seal)

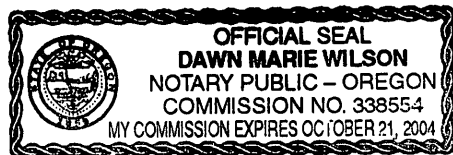


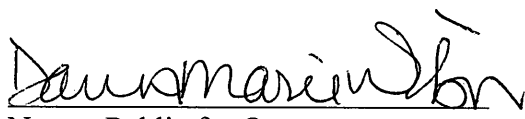

Notary Public for Oregon
My Commission Expires: 4/22/03

STATE OF OREGON)
)ss.
County of Yamhill)

On this 1st day of April, 2002, personally appeared the above-named Charles Cox, Mayor of Newberg, a municipal corporation of the State of Oregon, and did execute the foregoing instrument on behalf of the City of Newberg, indicating that he had full authority to do so.

(Seal)




Notary Public for Oregon
My Commission Expires: 10/21/04

STUART M. RICHEY
VIOLET E. RICHEY
FRIENDSVIEW MANOR
1301 FULTON, #425 PH. 537-2315
NEWBERG, OR 97132

10466

24-22/1230 3141

4-3-02 DATE

PAY TO THE
ORDER OF

Dawn Wilson - Legal Sect.

\$ 1.00

One dollar and ^{no} 100/100

DOLLARS



Security
Features
Details on
Back.

usbank.
(503) US BANKS
usbank.com

FOR

City of Newberg case File 128.

page 258.

Violet E. Richey MP

⑆ 23000220⑆ 153602108950⑈ 0466

ENDORSE HERE:

x *James Wilson*
Pay to the order
of The City of Newberg

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



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| Security Features | Document appearance if altered: |
|---------------------------|--|
| Security Screen | + Absence or modification of "Original Document" screen on back of check |
| Microprint Signature Line | + Absence of tiny words or dotted line appear in signature line |
| Chemical Sensitivity | + Colored stains or spots appear with chemical alteration |
| Padlock Icon | + Absence of padlock icon |

®Padlock design is a certification mark of Check Payment Systems Association

RECORDER RECEIPT

62657

Newberg, Oregon 4-10, 2002

RECEIVED FROM Violet Richey

DOLLARS \$ 1.00

FOR Lease Agreement - 1301 E. Fulton

Acct. No.

Amount

2-360

1.00

CITY OF NEWBERG

By

P. Young

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the parties have affixed their signatures.

LESSEE:

LESSOR: The City of Newberg

Stuart M. Richey
Stuart M. Richey

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

Violet E. Richey
Violet E. Richey

STATE OF OREGON)
)ss.
County of Yamhill)

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

(SEAL)

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

STATE OF OREGON)
)ss.
County of Oregon)

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

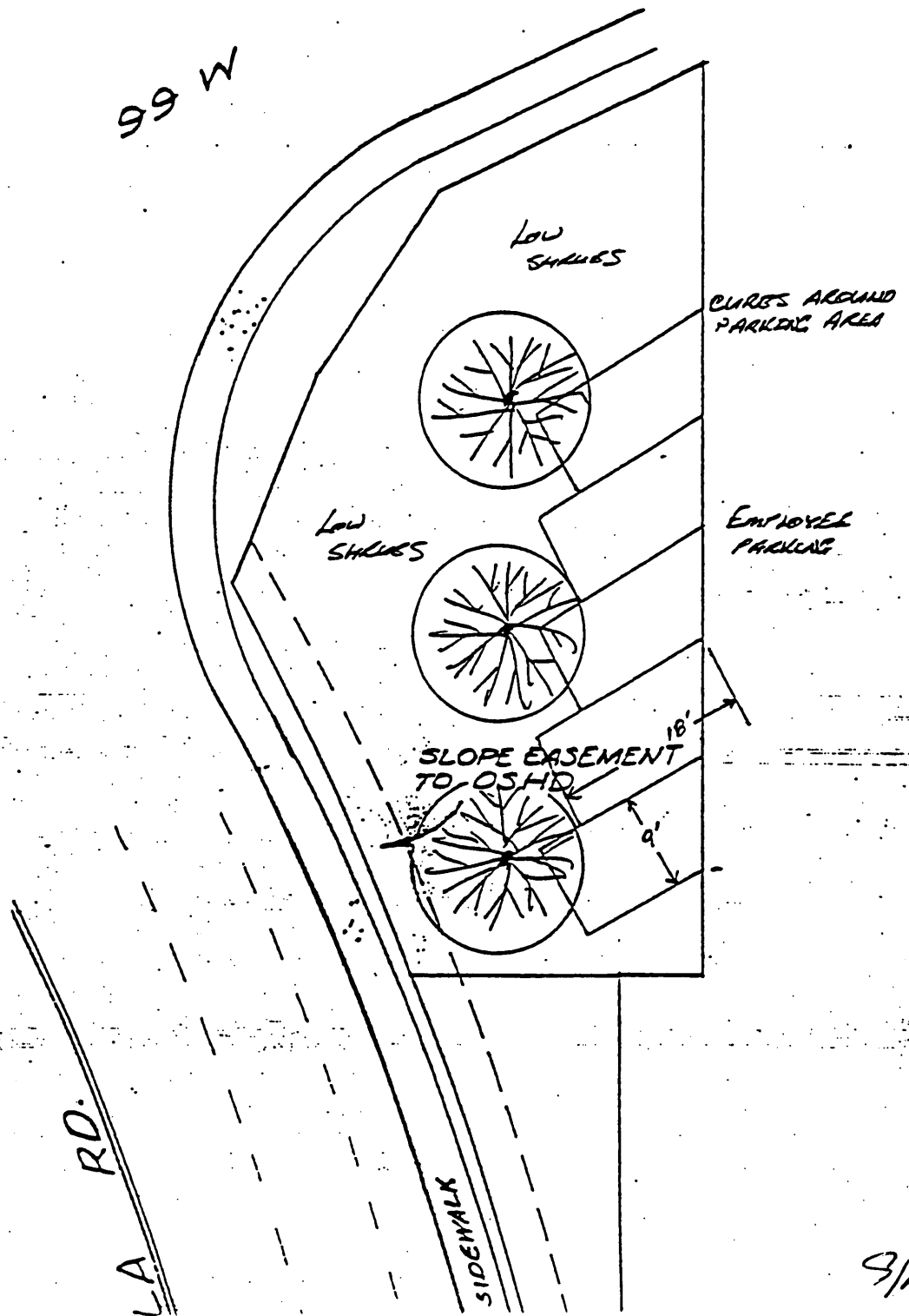
(SEAL)

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

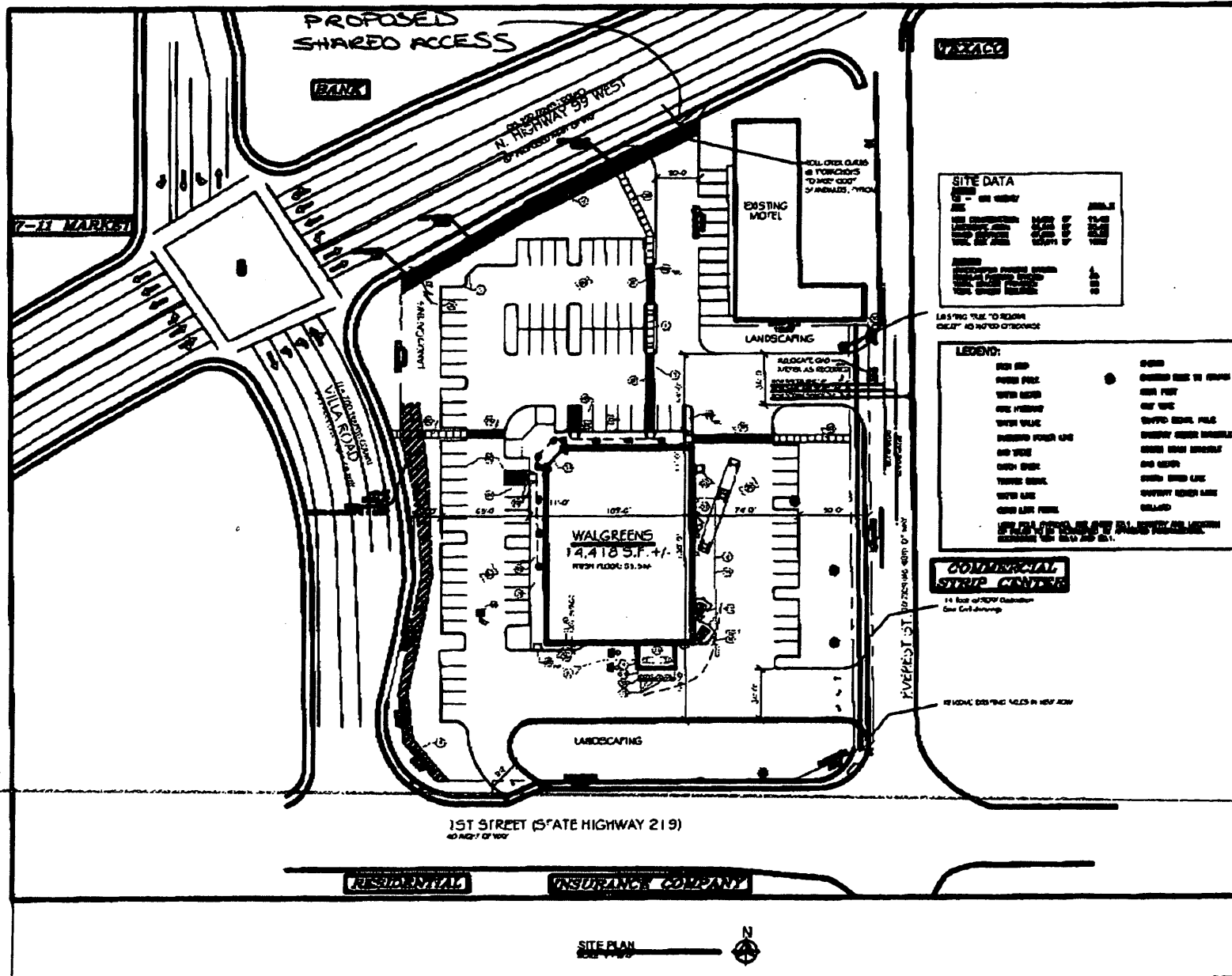
EXHIBIT "A"

1"=20'
(APPROX)

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



9/R



William M. Ruecker, AIA
Architect
 3224 NE 42nd Avenue
 Portland, OR 97212
 Phone: (503) 463-7374
 Email: MRuecker@barr.com

SITE DATA

| | | | |
|----------|-------------------|--------------|--------------|
| DATE | NOV 20 2001 | SCALE | AS SHOWN |
| PROJECT | NEWBERG WALGREENS | DATE | NOV 20 2001 |
| CLIENT | WALGREENS | DESIGNER | W.M. RUECKER |
| LOCATION | 1543 E. FIRST ST. | CONTRACT NO. | |
| OWNER | WALGREENS | PROJECT NO. | |

LEGEND:

| | | | |
|----------|---------|----------|-------------|
| EXISTING | NEW | EXISTING | NEW |
| CONCRETE | ASPHALT | GRAVEL | LANDSCAPING |
| PAVING | PAVING | PAVING | PAVING |
| PAVING | PAVING | PAVING | PAVING |
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| PAVING | PAVING | PAVING | PAVING |

COMMERCIAL STRIP CENTER

| | | |
|-----|-------------|-------------------|
| NO. | DATE | DESCRIPTION |
| 1 | NOV 20 2001 | ISSUED FOR PERMIT |
| 2 | | |
| 3 | | |
| 4 | | |
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| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

NEWBERG WALGREENS
 1543 E. FIRST ST.
 NEWBERG, OR 97132

SITE PLAN

| | | | |
|----------|-------------------|--------------|--------------|
| DATE | NOV 20 2001 | SCALE | AS SHOWN |
| PROJECT | NEWBERG WALGREENS | DATE | NOV 20 2001 |
| CLIENT | WALGREENS | DESIGNER | W.M. RUECKER |
| LOCATION | 1543 E. FIRST ST. | CONTRACT NO. | |
| OWNER | WALGREENS | PROJECT NO. | |

AO.1