



Scanned Document Cover Sheet

Title: 2018_City of Newberg and Steven Goodwin and Mary Goodwin_Right of Way Agreement
and Revocable Encroachment Permit

Year: 2018

Description: Right of Way Agreement and Revocable Encroachment Permit (Carol Ann
Dr.)

Scanning Date: 3/13/24

Page Count: 5

Format Single Sided: ☒

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AFTER RECORDING RETURN TO:
City of Newberg - Engineering Department
PO Box 970 - 414 E. First Street
Newberg, OR 97132

Yamhill County Official Records	201808250
DMR-EDMR	06/13/2018 11:22:00 AM
Stn=3 SUTTONS	
4Pgs \$20.00 \$11.00 \$5.00 \$60.00	\$96.00
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Brian Van Bergen - County Clerk	

CITY OF NEWBERG
RIGHT OF WAY AGREEMENT AND
REVOCABLE ENCROACHMENT PERMIT

THIS AGREEMENT is entered into this 16th day of May, 2018 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called CITY, and

Steren Goodwin and Mary Goodwin

(Owner name)

1701 Carol Ann Dr

(Address)

Newberg, OR 97132

(City, State, Zip)

N/A

(Phone)

N/A

(Email Address)

hereinafter called OWNER.

RECITALS

1. OWNER has a home on Tax Lot 2000 on Map 3 2 17BD.
2. The CITY will be reconstructing Carol Ann Drive further away from the home. There will be unused right-of-way between the property and the new Carol Ann Drive travel surface.
3. OWNER desires landscaping and a driveway extension in the unused right-of-way, referred to herein after as "the encroachment".
4. The CITY believes that the encroachment may be constructed and maintained in place without significantly interfering with the future use of the right-of-way, and is willing to allow the encroachment to be constructed and remain, subject to removal only if needed to allow the CITY to use the right-of-way.
5. The CITY agrees to permit the encroachment to be constructed and remain in place, subject to the CITY's right to revoke that permission.

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8/6/18 GR
INDEXED

included
map 12 ✓

FIRST AMERICAN TITLE 2018-25 Acco

AFTER RECORDING RETURN TO:

City of Newberg – Engineering Department
PO Box 970 - 414 E. First Street
Newberg, OR 97132

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FIRST AMERICAN TITLE 2018-25 Acco

**RIGHT OF WAY AGREEMENT AND
REVOCABLE ENCROACHMENT PERMIT
(Continued)**

TERMS OF AGREEMENT:

In consideration of this permit to allow the encroachment as shown in attached Exhibit A,
OWNER of the underlying property agrees to the following conditions:

1. To forego any and all claims that OWNER might have at any time against the CITY arising from work performed in the right of way, including, but not limited to, damage to or removal of the encroachment unless such work results in damage to OWNER's property described above;
2. To reimburse the CITY for all repair or installation expense that exceeds the expense that would have been incurred if there had not been an encroachment except for "the encroachment" as defined in the Recitals;
3. On demand of the CITY, to remove the encroachment or such part of it as needed to allow the CITY to exercise full use of its right-of-way. If OWNER does not remove the encroachment as directed by the CITY, the CITY may remove the encroachment at OWNER's expense for encroachments other than "the encroachment" as defined in the Recitals which were made by the CITY;
4. In the event that the CITY determines that continued occupation of the right of way by the encroachment is inconsistent with the CITY's use of the right of way, the CITY may revoke this agreement. Any such revocation shall be communicated to OWNER (or successor in interest), at least 30 days in advance, unless an emergency situation does not allow the full notice period. It is covenanted and agreed between the parties hereto that all the covenants and agreements above expressed shall be held to run with and bind the property described herein, and shall extend to and include their heirs, assigns, devisees, lessees, and holders of any kind of and under the OWNER. This paragraph does not limit the CITY's unilateral right to terminate this agreement as provided above.

CITY agrees:

1. If this agreement is revoked, the OWNER's driveway will be allowed to remain in the as built condition within the encroachment area or will be rebuilt at the CITY's expense to continue to provide access.

**RIGHT OF WAY AGREEMENT AND
REVOCABLE ENCROACHMENT PERMIT
(Continued)**

IN WITNESS WHEREOF, OWNER and CITY have signed this Agreement.

OWNER(S):

Signature

Steven M. Goodwin
Name (Print or Type)

Signature

Mary K. Goodwin
Name (Print or Type)

STATE OF

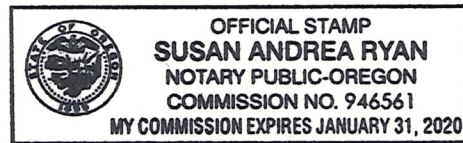
Oregon

)

County of

Yamhill

) s.s.
)



This instrument was acknowledged before me this 17th day of May, 2018, by

Steven M. Goodwin & Mary K. Goodwin

Susan Andrea Ryan
Notary Public for Oregon

My Commission expires: January 31, 2020

City Approval:

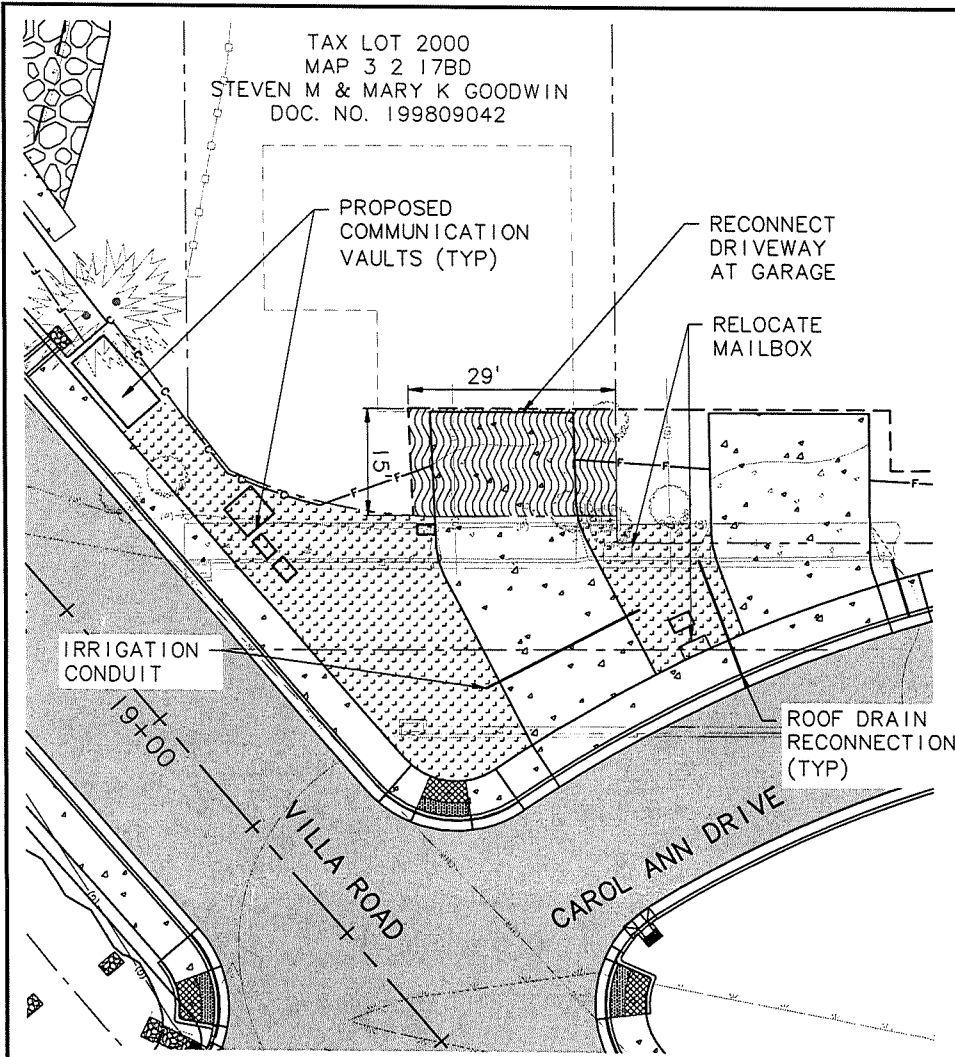
Sue Ryan
Sue Ryan
City Recorder

Department Approval:

Kaaren Hofmann
Kaaren Hofmann
City Engineer

Approved as to Form and Content:

Truman A. Stone
Truman A. Stone
City Attorney



LEGEND

- EXISTING RIGHT-OF-WAY
- EXISTING CENTER LINE
- o---o---o--- EXISTING FENCE
- ⊙ ⊙ EXISTING TREE
- PROPOSED CENTER LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED RIGHT-OF-ENTRY
- ▨ PROPOSED AC PAVEMENT
- ▨ PROPOSED SIDEWALK/ DRIVEWAY
- ▨ PROPOSED RIGHT-OF-ENTRY AREA = 429 SF
- C---C---C--- GRADING CUT/FILL LIMITS
- F---F---F--- GRADING CUT/FILL LIMITS
- ▨ RIGHT-OF-WAY AVAILABLE TO PROPERTY OWNER FOR LANDSCAPING



EXHIBIT A
PROPOSED
CONDITIONS

Villa Road Improvements Project

April 2018

Tax Lot 02000
Right-of-Way Exhibit

MSA

15-1699.0701