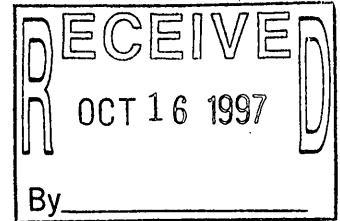


Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

130.00

DECLARATION / EASEMENT



199717393 4:36pm 10/14/97

RECITALS:

001 056021 10 04 000200
2 0 D02 19 95.00 10.00 20.00 5.00 0.00 0.00

DAVID F. ABBOTT ("Declarant"), as the owner of the property described on Exhibit A attached hereto (the "Property"), desires to dedicate certain private driveways and easements for common use by owners and tenants of the Property.

DECLARATION:

Therefore, in consideration of the premises and to facilitate the use and development of the Property, Declarant hereby imposes the following covenants, conditions, restrictions and easements upon the Property, all of which shall run with the land comprising the Property and be binding upon each owner of the Property or any part thereof:

1. Definitions.

As used herein, the following terms shall have the designated meanings:

Default Rate -- a per annum rate of interest equal to the lesser of (i) the maximum rate of interest allowed to be charged by applicable law or (ii) a variable rate equal to the basic commercial lending rate of KeyBank National Association (or its successors) as publicly announced from time to time plus five percent (5%);

Lot -- each of three (3) lots created out of the Property pursuant to the Plat designated thereon as Parcels A, B and C (referred to herein as "Lots A, B and C");

Entry Improvements -- the signalization and roadway improvements to be made at the point of access to the Property from State Highway 99W as required by the Oregon Department of Transportation and the City of Newberg, Oregon, such improvements being more particularly described in Exhibit B;

Owners -- each owner of fee title to the Property or any part thereof, including vendees holding title under a recorded land sale contract and each owner of fee title to any subdivided lot or parcel of land that may be created from the Property from time to time, including (without limitation) the Lots; a mortgagee or contract vendor whose interest in the Property is held as security for the performance of an obligation shall not be deemed to be an "Owner" for purposes hereof until such time as fee title to the subject portion of the Property is fully vested in the vendor or mortgagee by operation of a foreclosure, trustee's sale, deed in lieu of foreclosure, forfeiture of a land sale contract or any like event;

Pedestrian/Bicycle Access Way -- the twenty (20') foot wide public pedestrian/bicycle access way depicted and described on the Site Plan;

Plat -- the subdivision plat of the Property recorded under Fee No. 199717392 in the Official Records of Yamhill County, Oregon, a copy of which is attached hereto as Exhibit C;

PARTITION #97-64

1 - DECLARATION

(17/101999/105108/MAM/161879.6)

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Private Roadways -- the two (2) private roadways created by the Plat and the entry lane and private roadway which cross Lot A and which are more particularly described and depicted on the Site Plan (defined below); parking areas, interior sidewalks and loading docks constructed to serve specific improvements shall not be deemed to be included in the "Private Roadways" except to the extent that driveways or roadways included in the general traffic circulation plan for the Property cross such parking or loading dock areas;

Sign Easement Area -- the twenty (20') foot by twenty (20') foot signage easement area depicted and described on the site plan attached hereto as Exhibit D (the "Site Plan");

Users -- all persons entitled to use the Private Roadways or granted permission to use the Private Roadways, including (without limitation) Declarant, Owners, and their respective officers, employees, agents, licensees, contractors, tenants, subtenants, guests, and invitees; and emergency assistance personnel (such as fire department and ambulance service employees); and

Utility Easements-- any water, sanitary sewer, storm water, electrical and other utility easements dedicated by Declarant in the future as hereinafter provided.

Other words and phrases defined herein shall have the meanings attributed to them elsewhere in this Agreement.

2. **Easements.**

(a) **Dedications.**

(i) **Private Roadways.** Declarant hereby dedicates and imposes a perpetual, nonexclusive, private roadway easement (the "Roadway Easement") upon the Private Roadways to be used by the Users as a means of pedestrian and vehicular ingress and egress to and from , the Property and the improvements situated and to be situated thereon.

(ii) **Sign Easement.** Declarant hereby dedicates and imposes a perpetual, non-exclusive, private signage easement (the "Sign Easement") upon the Sign Easement Area to be used by Declarant and Owners to erect signs to advertise the businesses being conducted upon the Lots. Each Owner of a Lot shall be entitled to erect, at its expense, a sign panel on a single sign structure (the "Structure") to be constructed in the Sign Easement Area. Such signage shall be installed in compliance with all applicable laws and codes. It is anticipated that the erection of the Structure will be permitted under the common center sign provisions of the City of Newberg sign ordinance (the "Sign Ordinance") and that those provisions will allow the Owners to erect stand-alone, subsidiary signs on their respective Lots so long as the maximum signage space allotted to each Lot under the Sign Ordinance is not exceeded. To that end, it is anticipated that the Structure will be approximately thirty (30') feet in height, will be composed of a brick base and outline and will accommodate three (3) sign panels: the top panel to be reserved for Lot A; the middle sign panel to be reserved for Lot B; and the bottom panel to be reserved for Lot C. The square footage of the sign panels shall be approved by each Owner before construction is commenced (which approved shall not be unreasonably withheld or delayed). The Owner of Lot A will design and construct the Structure in accordance with these provisions and will advance

2 - DECLARATION

the costs of construction subject to reimbursement by the Owners of Lots B and C, such reimbursement by each of the Owners of Lots B and C to be equal to one-third of the initial construction costs and to be paid upon completion of the Structure. The initial construction cost for the Structure shall not exceed the sum of \$15,000 unless the excess expenditures are approved by all of the Owners. Each Owner shall design, construct, install and maintain its signage panel; and no panel shall exceed the size limits applicable thereto under the Sign Ordinance. When erecting the Structure on Lot A, the Owner of Lot A may install a meter to measure the electrical power consumed to illuminate the Structure, and in that event each Owner shall pay one-third (1/3) of the charges for such power usage as and when billed for the same by the Owner of Lot A; alternatively, the Owner of Lot A may install a meter or meters which measures the electrical power consumed to illuminate each sign panel, and in that event, each Owner shall be obligated to pay the charges for power usage applicable to its panel. If the Owner of Lot A does not install any of such meters, then the Owner of Lot A shall be solely responsible for paying for the power consumed for illumination of the Structure. Routine maintenance of the sign structure shall be performed by the Owner of Lot A; each Owner shall be obligated to pay one-third (1/3) of any capital repairs or replacements required from time to time with respect to the Structure. In the event that the City of Newberg does not permit construction of the Structure in general conformity with the provisions hereof or does not approve of the size of any sign panel, then the Owners shall negotiate in good faith any material revisions to the design of the Structure that are contrary to the provisions hereof and shall not unreasonably withhold their consent to such changes. The Sign Ordinance requires building signage used on the Property to be consistent in order to take advantage of the common center sign provisions of the Sign Ordinance contemplated herein. To that end, all building signage installed on the Property other than directional signage, addressing of the Property, door lettering and the like shall be canister-type signage with a plastic face.

(iii) **Pedestrian/Bicycle Way.** Declarant hereby dedicates a perpetual, non-exclusive, public right-of-way and easement (the "Access Easement") upon the Pedestrian/Bicycle Access Way to be used by the Users and the public as a means of pedestrian and bicycle access over and across the Property.

(b) **Other Uses of Easement Areas.** Each Owner may landscape, construct, maintain and repair underground utility lines and cables, driveways, and driveway aprons in, upon, or under the portion of the Private Roadways, Pedestrian/Bicycle Access Way, Sign Easement Area or any utility easement areas (collectively, the "Easement Areas") crossing such Owner's Lot and otherwise use such land in any reasonable fashion at any time and from time to time (any such use of the Easement Areas is hereinafter referred to as a "Permitted Use"), provided that: (i) access over and across the Private Roadways for vehicular and pedestrian traffic and use and maintenance of the Private Roadways are not materially diminished or inhibited by reason of the Permitted Use in question; (ii) no structures are installed on the surface of the Easement Areas other than driveways, driveway aprons, curbs, adjacent lighting fixtures and landscaping; (iii) all work undertaken upon the Easement Areas is performed in accordance with the requirements of applicable building codes and restrictive covenants; (iv) the Permitted Use to be undertaken is performed without cost or expense to any other Owner; and (v) the Permitted Use does not materially interfere with the intended uses of the Easement Areas contemplated herein.

(c) **Easements Appurtenant.** The easements created herein (collectively, the "Easements") shall be appurtenant to, and for the benefit of, the Property, including each Lot,

and any other subdivision, lot, or parcel created out of the Property, if any. Any conveyance of fee title to any portion of the Property or a Lot shall include a conveyance of the Easements, regardless of whether the Easements are specifically identified in the instrument of conveyance.

(d) **Barriers.** No walls, gates, fences, obstructions or barriers of any kind shall be constructed or erected in the Easement Areas which would prevent or impair the use or exercise of any of the rights created in this Declaration or the free access and movement of pedestrian and vehicular traffic along the Access Easement and Private Roadways as contemplated by this Agreement.

(e) **Title Exceptions.** The Easements are dedicated by the Declarant subject to all exceptions to title, encumbrances, and other matters of any nature on file or of record in the Office of the Recorder of Yamhill County, Oregon, to the extent that such matters are valid, subsisting, and affect the properties covered by the Easements.

(f) **Rights to Relocate.** Declarant reserves the right to relocate the Access Easement from time to time to other locations within the boundaries of the Private Roadways. In the event that Declarant elects to exercise such relocation rights, then Declarant may record an amendment to this Declaration which identifies the substituted description of the Access Easement, and any such amendment may be executed and recorded by Declarant without the necessity of obtaining the joinder of any other Owner or other party. The Owner of Lot A also shall be entitled to relocate the Sign Easement Area and/or the Private Roadway which crosses Lot A in an east-west direction (the "Lot A Driveway"), provided that (i) the relocated Lot A Driveway is situated within one hundred fifty (150') feet of the northerly right-of-way line of State Highway 99W, (ii) the relocated Sign Easement Area is situated within forty (40) feet of the northerly right-of-way line of State Highway 99W, (iii) the relocated easement area has substantially the same dimensions as the area for which it is substituted, and is adequate to serve the intended purpose of the easement in question, (iv) the relocation of the easement area in question is approved by all governmental authorities having jurisdiction thereof, and (v) the businesses being conducted on Lots B and C are not materially disrupted by the relocation action. In the event that the Owner of Lot A chooses to exercise this right to relocate one of such easement areas, then such Owner shall pay all expenses associated therewith, including (without limitation) the cost of reconstruction of the sign structure if required, and shall record an amendment to this Declaration identifying the substituted easement areas, without the necessity of obtaining the joinder of any other party in the execution of such amendment.

(g) **Utility Easements.** Declarant reserves the right to dedicate non-exclusive, perpetual Utility Easements along the boundaries of the Lots and within the boundaries of the Private Roadways and Pedestrian/Bicycle Access Way to be used by Declarant, Owners and the companies supplying utility services to the Property for the purposes of installing and operating underground water, sanitary sewer, storm drainage, gas, telephone and other utility lines to provide utility services to the Property and the improvements to be constructed thereon. Any such additional Utility Easements may be dedicated by execution by Declarant of an amendment to this Declaration identifying the additional Utility Easements, and such amendment may be executed and recorded by Declarant without the necessity of obtaining the joinder of any other party in the execution of such amendment: provided, however, that before recording any such amendment, Declarant shall obtain the approval of the Owner of the affected Lot with respect to the location of the Utility Easement in question, which approval shall not be unreasonably

withheld or delayed, and no Utility Easement shall be so located that it would materially interfere with the use and operation of any improvements erected or to be erected on the Lot affected thereby. Each Owner agrees to cooperate with the other Owners and Declarant with respect to the negotiation and approval of the location of any utility easements required from time to time to efficiently serve and develop the Property. Utility Easements may be dedicated to the public to the extent required by the providers of utility services. Declarant's unilateral right to dedicate additional utility easements shall expire on January 1, 2000; however, the Owners nonetheless shall cooperate with one another after such date and grant or dedicate such utility easements as may reasonably be required to facilitate development of the Property.

(h) **De Minimis Changes.** Declarant also reserves the right to amend any descriptions contained herein to the extent that the locations of improvements actually constructed on the ground differ in any de minimis respect from the metes and bounds descriptions utilized herein to locate Easement Areas. For purposes hereof, a "de minimis" change shall mean the movement of a boundary of an Easement Area by one (1') foot or less so long as such change would not operate to create an encroachment upon the Easement Area in question by improvements constructed or to be constructed on the applicable Lot.

3. **Construction of Roadways and Utility Lines.**

Declarant will cause its contractors to construct the roadways, utility improvements, boundary fence and landscaping to be situated within the Private Roadways in accordance with the requirements of the City of Newberg, subject to the obligation of each Owner of a Lot to contribute its proportionate share of such construction costs (generally, each Owner is obligated to pay one-third [1/3] of such costs except to the extent that an improvement disproportionately benefits a single Lot, in which event the owner of the Lot enjoying such disproportionate benefits is obligated to pay a greater share of the costs). The obligations of the purchasers of the Lots to contribute their respective shares of such construction costs are set forth in separate agreements between Declarant and such parties.

4. **Maintenance.**

Each Owner shall maintain, repair, and replace, as necessary, the portion of the Easement Areas crossing such Owner's Lot (other than maintenance of the sign panels on the Structure described in Section 2 which is the responsibility of each Owner), such maintenance, repairs, and replacements to be consistent with the standards of maintenance and repair established by the City of Newberg with respect to similar improvements; provided, however, that each Owner shall be responsible for repairing any damage to the Easement Areas caused by the negligence of such Owner or its agents, contractors, employees, or invitees. In the event that any Owner fails to properly maintain the portion of the Easement Areas traversing such Owner's Lot, then the other Owners, or any of them, shall have the right and option to perform such maintenance and repairs for the account of the defaulting Owner, and such costs and expenses shall be secured by a lien against the Lot of the defaulting Owner. Each defaulting Owner shall be obligated to repay the costs and expenses incurred by the other Owners under this paragraph, together with interest thereon at the Default Rate calculated from the date such expenses are incurred until the same are repaid. Each lien established pursuant to this paragraph may be enforced in any manner allowed by applicable law, including (without limitation) by suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the provisions of applicable law.

5 - DECLARATION

Each lien created hereunder shall be subordinate and inferior to prior mortgages, deeds of trust, and liens encumbering the subject Lot.

5. Entry Improvements.

Declarant shall cause the Entry Improvements to be completed and shall initially advance the cost of such construction. As and when such construction is completed, each Owner of a Lot shall be obligated to pay Declarant one-third (1/3) of the total cost of constructing the Entry Improvements, such payment to be made within fifteen (15) days of submission to each Owner of an invoice therefor; provided, however, that with respect to any Lot title to which remains vested in Declarant at the time of completion of such construction, the sums due hereunder with respect to that Lot shall not be due until the date of conveyance of that Lot by Declarant to the Owner of the same. From and after the due date pertinent to any sum payable hereunder, any unpaid sums due to Declarant shall bear interest at the Default Rate from the date due until the date paid. All sums due to Declarant under this provision shall be secured by a lien upon each Lot in the same manner and with the same effect as the lien retained herein to secure maintenance obligations of Owners under Section 4. Declarant also has executed a waiver of remonstrance with respect to the Entry Improvements; such waiver of remonstrance is binding upon the Property and each subsequent owner thereof, including the Owners.

6. Frontage Landscaping.

The initial landscaping design for the frontage of the Property which abuts State Highway 99W, consisting of a strip of land fifty (50') feet in width, shall be subject to the review and approval of Declarant to ensure that the landscaping to be installed on Lots A and B is uniform and presents an attractive buffer between State Highway 99W and the balance of the Property. As and when the Owner of Lot A or Lot B desires to commence construction of improvements on one of such Lots, such Owner shall submit a detailed landscape plan to Declarant for review pursuant to this provision. Within thirty (30) days of receipt of such landscape plan, Declarant shall approve or disapprove of the same with a written response to the Owner who submitted the plan; the approval of Declarant with respect to any such plan shall not be unreasonably withheld. If Declarant objects to any element of the plan, then the Owner shall revise and resubmit the plan to Declarant for approval. If Declarant fails to object to a plan submitted within thirty (30) days after submission, then Declarant shall be deemed to have approved the submitted plan.

7. Taxes.

Each Owner shall pay, when due and before delinquency, all real property taxes and assessments of any nature, whether special or general and whether now existing or hereafter arising, assessed against the portion of the Easement Areas situated on such Owner's Lot. Nothing contained herein shall prevent or prohibit a party from contesting any taxes or assessments levied so long as the contested tax or assessment is paid prior to the time that the affected interest may be subjected to a sale under applicable law by reason of the failure to pay the tax or assessment.

6/19

8. Signalization Power Charges.

The Oregon Department of Transportation will charge the Owners one-fourth (1/4) of the cost of electrical power required to operate the traffic signal which is included in the Entry Improvements. Each Owner of a Lot shall be obligated to pay one-third (1/3) of such power charges levied against the Property as and when they are billed. If such charges are not separately levied against each Lot, then any payment of such charges made by an Owner on behalf of a Defaulting Owner pursuant to the provisions of Section 9 shall be secured by a lien upon the Defaulting Owner's Lot in the same manner and with the same effect as the lien retained herein to secure maintenance obligations of Owners under Section 4.

9. Default/Remedies.

In the event any Owner defaults (a "Defaulting Owner") in the performance of any of its obligations under this Declaration and fails to cure the default prior to the expiration of fifteen (15) days after notice of the default is given to the Defaulting Owner, then Declarant, the other Owners, or any of them, shall have the right, but not the obligation, to cure such default for the account of and at the expense of the Defaulting Owner; provided, however, that in the event of emergency conditions constituting default, the Declarant and the nondefaulting Owners shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the party giving such notice proposes to take in order to cure the claimed default. To effectuate any such cure, the Declarant and the nondefaulting Owner or Owners shall have the right to enter upon the Lot of the Defaulting Owner to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the defaults of its tenants, agents, employees, and invitees. If any Defaulting Owner fails to pay any sum of money due hereunder prior to the expiration of fifteen (15) days after the due date hereof, then Declarant or any Owner or group of Owners, at its or their option, may pay the deficiency for the account of such Defaulting Owner, and the Defaulting Owner shall pay the parties who cured the deficiency the cost incurred by such parties to cure the deficiency, plus interest thereon at the Default Rate from the date incurred until the date of repayment. Declarant and each Owner also shall have the right to prosecute any proceedings at law or in equity against another Owner upon the violation or threatened violation of any provisions of this Declaration and to recover damages for any such violation or default. All costs and expenses reasonably incurred by Declarant or an Owner to cure a default of a Defaulting Owner, together with interest thereon at the Default Rate calculated from the date incurred until repaid, and all costs and expenses of any proceedings at law or in equity, bankruptcy proceedings, or arbitrations, including reasonable attorney fees awarded to Declarant or any Owner by an order of court, shall be assessed against and paid by the Defaulting Owner.

10. General.

(a) **Mortgagee Protection.** This Declaration and the rights, privileges, covenants, agreements, and easements created hereunder with respect to each Owner shall be superior and senior to any lien placed upon any portion of the Property, including the lien of any mortgage or

deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust made in good faith and for value, but all of the covenants, restrictions, easements, conditions, and other provisions, terms, and conditions contained in this Declaration shall be binding upon and effective against any person who acquires title to any portion of the Property by foreclosure, trustee's sale, deed in lieu of foreclosure, or other means.

(b) **Covenants Run with the Land.** All of the provisions, agreements, rights, powers, covenants, conditions, and obligations contained in this Declaration shall be binding upon the Owners and their respective heirs, successors, assigns, devisees, representatives, tenants, and all other persons acquiring any portion of the Property, whether by operation of law or other means, and shall inure to the benefit of the Owners and their respective heirs, successors, and assigns who may acquire the Property or any portion thereof. All of the provisions of this Declaration shall be enforceable as equitable servitudes and constitute covenants running with the land constituting the Property pursuant to applicable law.

(c) **Negation of Partnership.** None of the terms of this Declaration shall be deemed to create a partnership between and among the Owners nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(d) **Amendment.** Subject to the rights of Declarant and the Owner of Lot A under Sections 2(f) and (g), this Declaration may be canceled, changed, modified, or amended in whole or in part only by recorded instrument executed by Owners who own two (2) or more of the Lots; provided, however, that (i) no Easement created herein may be terminated without the written consent of all Owners and (ii) the provisions of Section 6 may not be amended or modified without the written consent of Declarant.

(e) **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, for the general public, or for any public use or purpose whatsoever except for the public dedication of the Access Easement and any Utility Easements that are dedicated to the public, it being the intention of the Declarant and the Owners that the Easements shall be developed, maintained, and operated as private property for the benefit of the Owners.

(f) **Notices.** Any notice to an Owner shall be in writing and given by delivering the same to such Owner in person or by sending the same by certified mail, return receipt requested, postage prepaid, to the Owner's Lot.

(g) **Litigation Expenses.** If Declarant or an Owner shall bring an action or proceeding of any nature against another Owner by reason of a breach or alleged violation of any term hereof, or for the enforcement or interpretation of any provision hereof, the prevailing party in such action or proceeding shall be entitled to its costs in the suit, including (without limitation) reasonable attorney fees incurred at trial or on any appeal.

(h) **Joinder of Lienholder**. Bruce D. Dixon and Grace E. Dixon, as Trustees of the Bruce Dixon Trust created by Trust Agreement dated May 6, 1991, and the Grace E. Dixon Trust created by Trust Agreement dated May 6, 1991, as tenants in common (the "Lienholder"), the owners and holders of a Deed of Trust encumbering the Property, recorded under Fee No. 199600419 in the Official Records of Yamhill County, Oregon, have joined in the execution hereof for the purpose of subordinating their liens and security interests to this instrument, all to the end that any foreclosure of any of those liens or security interests shall not affect this Declaration.

Executed to be effective as of the ^{7th} ~~31st~~ day of October, 1997.

DAVID F. ABBOTT

DAVID F. ABBOTT

LIENHOLDER:



BRUCE D. DIXON, as Co-Trustee of the Bruce D. Dixon Trust and the Grace E. Dixon Trust



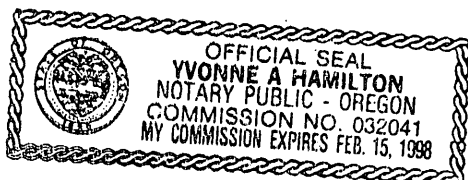
GRACE E. DIXON, as Co-Trustee of the Bruce D. Dixon Trust and the Grace E. Dixon Trust

EXHIBITS:

- A - Property
- B - Entry Improvements
- C - Plat
- D - Site Plan

STATE OF OREGON)
)
County of Yamhill) ss.

This instrument was acknowledged before me this 8th day of October, 1997, by
David F. Abbott.



Yvonne A. Hamilton
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2/15/98

STATE OF OREGON)
)
County of Yamhill) ss.

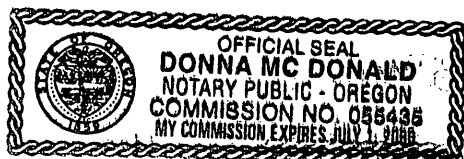
This instrument was acknowledged before me this 8th day of October, 1997, by
Bruce D. Dixon, Trustee of the Bruce D. Dixon Trust and the Grace E. Dixon Trust, on behalf of
such Trusts.



Yvonne A. Hamilton
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2/15/98

STATE OF OREGON)
)
County of Yamhill) ss.

This instrument was acknowledged before me this 9 day of October, 1997, by
Grace E. Dixon, Trustee of the Bruce D. Dixon Trust and the Grace E. Dixon Trust, on behalf of
such Trusts.



Donna McDonald
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7/1/2000

10/19

EXHIBIT "A"

Part of the Sebastian Brutscher Donation Land Claim No. 51 in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, State of Oregon, described as follows:

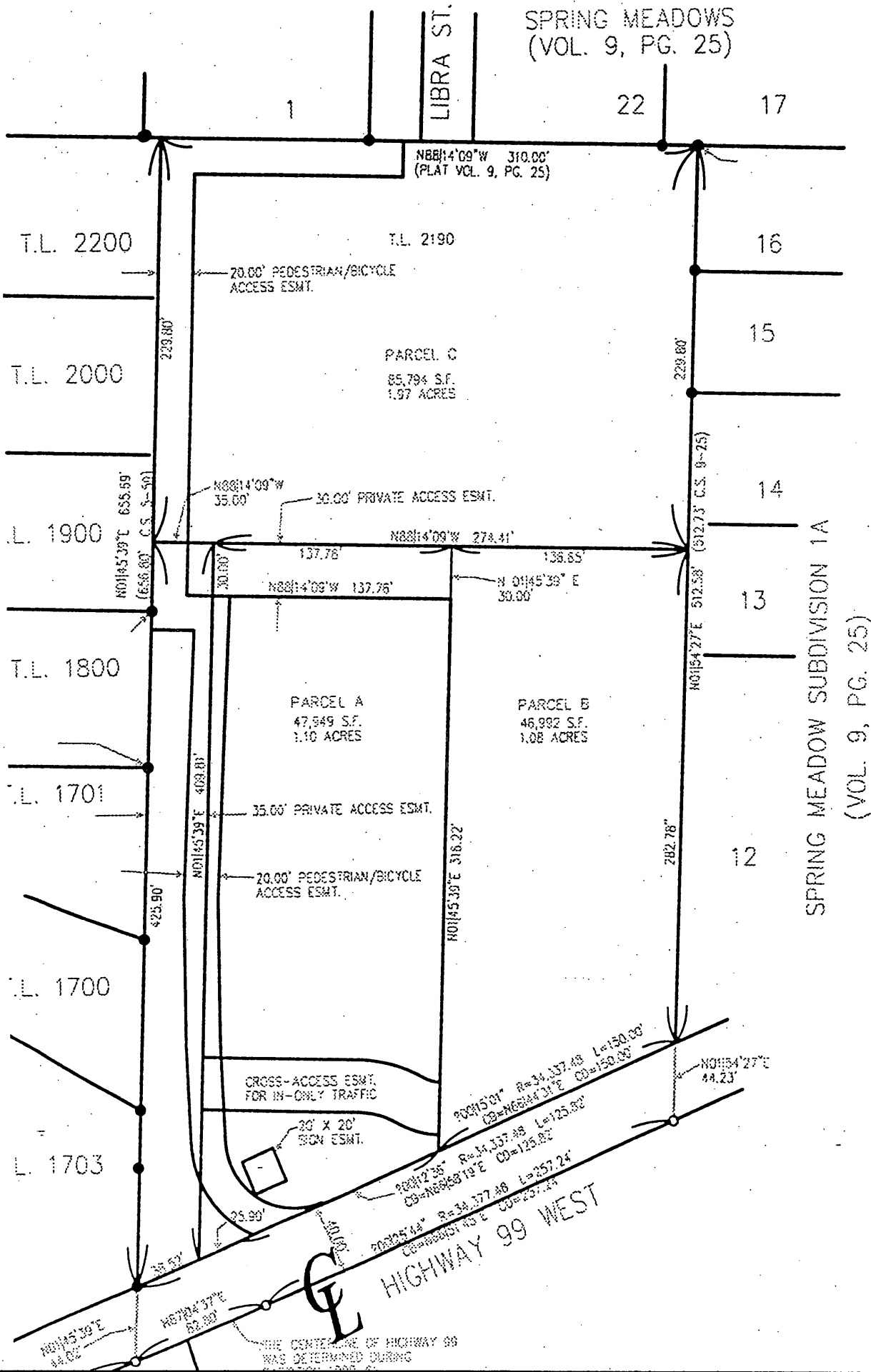
Beginning at a stake in the center of the County Road, now State Highway 99W, North 65 deg. 30 min. East 25.21 chains from a stone planted on the division line of said claim, said point marking the Southeast corner of land conveyed to Evah H. Newall by deed recorded September 4, 1941, in Book 118, Page 449, Deed Records; thence North along the East line of said Newall tract 584.8 feet; thence West 320 feet; thence South parallel with the East line of said Newall tract 730.64 feet to the center of said State Highway; and thence North 65 deg. 30 min. East along the center of said Highway 351.71 feet to the place of beginning.

EXCEPTING THEREFROM that part lying within "Newall's Addition".

EXHIBIT B

Entry Improvements: a fourth operational leg to the existing traffic signal on Highway 99W, addition of a crosswalk on the west leg of the intersection, addition of a right turn deceleration and storage lane for westbound to northbound turning movements into the Property, and any other work related to the foregoing which may be required by the Oregon Department of Transportation or the City of Newberg.

1:80



14/19



LAND SURVEYORS
ENGINEERS

53330002.leg

1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DAVID ABBOTT
Sign Easement

October 8, 1997

A parcel of property situated in the Sebastian Brutscher Donation Land Claim in the Southwest quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows:

BEGINNING at the Northwest corner of said Brutscher Donation Land Claim;

THENCE South $00^{\circ} 43' 22''$ West along the West line of said Donation Land Claim a distance of 276.55 feet to the Northeast corner of the Richard Everest Donation Land Claim;

THENCE South $00^{\circ} 55' 29''$ West along the East line of said Everest Donation Land Claim a distance of 1656.32 feet;

THENCE South $89^{\circ} 04' 31''$ East a distance of 1297.71 feet to the TRUE POINT OF BEGINNING;

THENCE North $22^{\circ} 59' 52''$ West a distance of 20.00 feet;

THENCE North $67^{\circ} 00' 08''$ East a distance of 20.00 feet;

THENCE South $22^{\circ} 59' 52''$ East a distance of 20.00 feet;

THENCE South $67^{\circ} 00' 08''$ West a distance of 20.00 feet to the TRUE POINT OF BEGINNING.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

A handwritten signature in dark ink, appearing to read "Bruce D. Towle", is written over the registration stamp.

OREGON
FEBRUARY 3, 1983
BRUCE D. TOWLE
2030

RENEWAL DATE: 6/30/98

10/8/97

15/19



LAND SURVEYORS
ENGINEERS

53330004.leg

1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DAVID ABBOTT
Pedestrian/Bicycle Access Easement

October 7, 1997

A parcel of property situated in the Sebastian Brutscher Donation Land Claim in the Southwest quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, State of Oregon, described as follows:

BEGINNING at the Northwest corner of said Brutscher Donation Land Claim;

THENCE South $00^{\circ} 43' 22''$ West along the West line of said Donation Land Claim a distance of 276.55 feet to the Northeast corner of the Richard Everest Donation Land Claim;

THENCE South $00^{\circ} 55' 29''$ West along the East line of said Everest Donation Land Claim a distance of 2299.20 feet to a point on the centerline of highway 99 West;

THENCE North $66^{\circ} 43' 53''$ East along said centerline a distance of 466.39 feet to an angle point;

THENCE North $67^{\circ} 04' 37''$ East continuing along said centerline a distance of 878.46 feet;

THENCE North $01^{\circ} 45' 39''$ East a distance of 44.02 feet to a point on the North right-of-way line of Highway 99 West, said point being 40.00 feet from, as measured at right angles to, said centerline, said point also being the Southeast corner of the plat of "Newalls Addition" recorded in Volume 5, Page 59 of Yamhill County Surveys;

THENCE North $67^{\circ} 04' 37''$ East continuing along said right-of-way line a distance of 64.42 feet to a point on a 34,337.48 foot radius curve to the left;

THENCE continuing around said 34,337.48 foot radius curve to the left (the long chord of which bears North $67^{\circ} 04' 11''$ East a distance of 8.72 feet) a distance of 8.72 feet to a point on a 60.00 foot radius curve to the right with a tangent bearing into the curve at this point of North $66^{\circ} 11' 54''$ West, said point being the TRUE POINT OF BEGINNING;

THENCE around said 60.00 foot radius curve to the right (the long chord of which bears North $34^{\circ} 18' 57''$ West a distance of 63.38 feet) a distance of 66.77 feet;

THENCE North $02^{\circ} 25' 59''$ West a distance of 56.18 feet;

THENCE North $00^{\circ} 17' 05''$ West a distance of 84.96 feet;

11/19

53330004.leg

THENCE North 02° 45' 15" East a distance of 153.21 feet;

THENCE North 88° 14' 09" West a distance of 24.65 feet to a point on the East line of the plat of "Newall's Addition" recorded in Volume 5, Page 59 of Yamhill County Surveys;

THENCE North 01° 45' 39" East along said East line distance of 279.80 feet to a point on the South line of Lot 1, Block 11 of the plat of "Spring Meadow Subdivision, Stage 1A" recorded in Volume 9, Page 25 of Yamhill County surveys;

THENCE South 88° 14' 09" East along said South line, and the extension thereof, a distance of 140.00 feet;

THENCE South 01° 45' 51" West a distance of 20.00 feet;

THENCE North 88° 14' 09" West a distance of 120.00 feet;

THENCE South 01° 45' 39" West a distance of 239.80 feet;

THENCE South 88° 14' 09" East a distance of 25.00 feet;

THENCE South 02° 45' 15" West a distance of 173.03 feet;

THENCE South 00° 17' 05" East a distance of 84.05 feet;

THENCE South 02° 25' 59" East a distance of 55.81 feet to a point on a 40.00 foot radius curve to the left;

THENCE around said 40.00 foot radius curve to the left (the long chord of which bears South 57° 46' 03" East a distance of 65.80 feet) a distance of 77.26 feet;

THENCE South 23° 00' 39" East a distance of 1.09 feet to a point on a 34,337.48 foot radius curve to the right with a tangent bearing into the curve at this point of South 66° 59' 21" West;

THENCE around said 34,337.48 foot radius curve to the right (the long chord of which bears South 67° 01' 33" West a distance of 43.81 feet) a distance of 43.81 feet to the TRUE POINT OF BEGINNING.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bruce D. Towle

OREGON
FEBRUARY 3, 1983
BRUCE D. TOWLE
2030

RENEWAL DATE: 6/30/09

17/19



53330003.leg

1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DAVID ABBOTT
Cross Access Easement

October 8, 1997

A parcel of property being 30.00 feet wide situated in the Sebastian Brutscher Donation Land Claim, in the Southwest quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon centered on the following described centerline:

BEGINNING at the Northwest corner of said Brutscher Donation Land Claim;

THENCE South $00^{\circ} 43' 22''$ West along the West line of said Donation Land Claim a distance of 276.55 feet to the Northeast corner of the Richard Everest Donation Land Claim;

THENCE South $00^{\circ} 55' 29''$ West along the East line of said Everest Donation Land Claim a distance of 2299.20 feet to a point on the centerline of Highway 99 West;

THENCE North $66^{\circ} 43' 53''$ East along said centerline a distance of 466.39 feet to an angle point;

THENCE North $67^{\circ} 04' 37''$ East continuing along said centerline a distance of 878.46 feet;

THENCE North $01^{\circ} 45' 39''$ East a distance of 44.02 feet to a point on the North right-of-way line of Highway 99 West, said point being 40.00 feet from, as measured at right angles to, said centerline, said point also being the Southeast corner of the plat of "Newalls Addition" recorded in Volume 5, Page 59 of Yamhill County Surveys;

THENCE North $67^{\circ} 04' 37''$ East continuing along said right-of-way line a distance of 38.52 feet;

THENCE North $01^{\circ} 45' 39''$ East a distance of 100.00 feet to the TRUE POINT OF BEGINNING of said centerline;

THENCE South $88^{\circ} 14' 21''$ East a distance of 90.04 feet to a point on a 65.00 foot radius curve to the right;

THENCE around said 65.00 foot radius curve to the right (the long chord of which bears South $73^{\circ} 59' 21''$ East a distance of 32.00 feet) a distance 32.33 feet to a point on a 35.00 foot radius curve to the left;

18/19

53330003.leg

THENCE around said 35.00 foot radius curve to the left (the long chord of which bears South 73° 59' 21" East a distance of 17.23 feet) a distance of 17.41 feet to the terminus of said centerline.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bruce D. Towle

OREGON
FEBRUARY 3, 1983
BRUCE D. TOWLE
2030

RENEWAL DATE: 6/30/98

101817

19/19

AFTER RECORDING RETURN TO:
DEONA TWENGE
PO BOX 573
NEWBERG, OR 97132

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1574

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$31.00

00169939200400121840020020

200412184

11:51:09 AM 6/21/2004

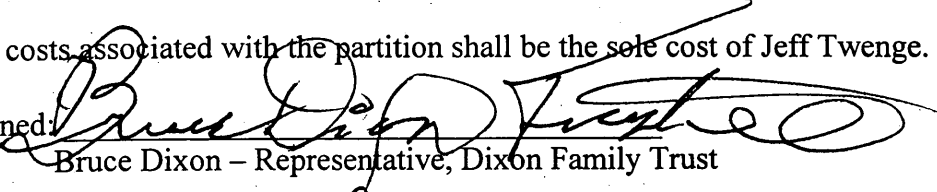
PR-AFFPR Cnt=1 Stn=3 SUSAN
\$10.00 \$10.00 \$11.00

Affidavit of Consent

I, Bruce Dixon, hereby give my consent to Jeff Twenge and the City of Newberg to partition the property known as 720 S. Pacific St. Newberg, Oregon, of which I am lien holder into 3 Lots.

All costs associated with the partition shall be the sole cost of Jeff Twenge.

Signed:

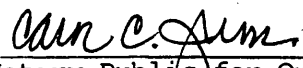

Bruce Dixon - Representative, Dixon Family Trust


Grace E. Dixon, trustee

County of Yamhill

On May 5, 2004 before me personally appeared Bruce Dixon, Trustee of the Dixon Family Trust whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

In testimony whereof, I have hereunto set my hand affixed my official seal on the date first written above.


Notary Public for Oregon
My Commission expires 6/15/06



STATE OF OREGON,

County of Yamhill

SS.

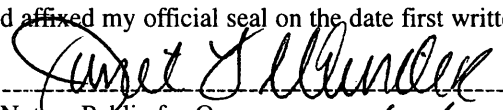
On May 27, 2004 before me personally appeared

Grace E. Dixon as Trustee

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



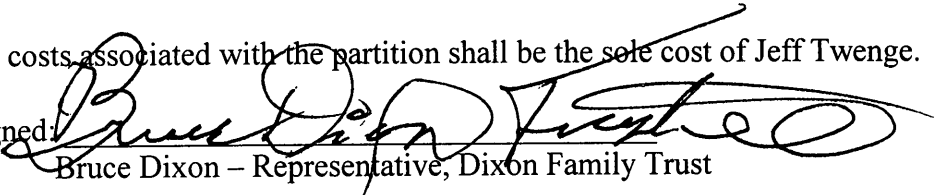

Notary Public for Oregon
My commission expires 5/6/05

Affidavit of Consent

I, Bruce Dixon, hereby give my consent to Jeff Twenge and the City of Newberg to partition the property known as 720 S. Pacific St. Newberg, Oregon, of which I am lien holder into 3 Lots.

All costs associated with the partition shall be the sole cost of Jeff Twenge.

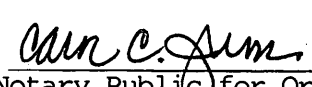
Signed:


Bruce Dixon – Representative, Dixon Family Trust

County of Yamhill

On May 5, 2004 before me personally appeared Bruce Dixon, Trustee of the Dixon Family Trust whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

In testimony whereof, I have hereunto set my hand affixed my official seal on the date first written above.

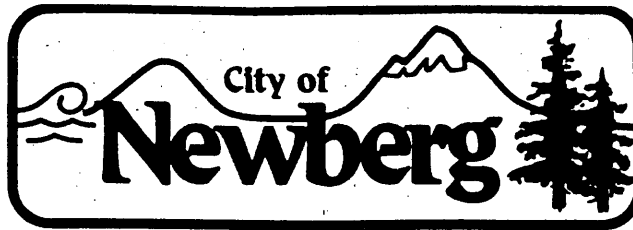

Notary Public for Oregon
My Commission expires

6/15/06

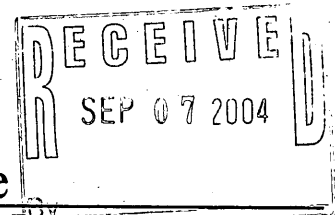


Todd -	507	538
Williams	538	4917
	550	
1628		

City of Newberg
414 E. First Street
P.O. Box 970
Newberg, OR 97132



City Manager
(503) 538-9421



Community Development Office

P.O. Box 970 • 414 E. First Street • Newberg, Oregon 97132 • (503) 537-1215 • Fax (503) 537-1272

NOTIFICATION OF ADDRESS CHANGE/NEW PARTITION ADDRESSES

YAMHILL COUNTY TAX LOT NO.
CURRENT ADDRESS:

3220CA-2300, -1602
720 S. Pacific Street

OWNER:

Jeff & Deona Twenge
P.O. Box 573, Newberg OR 97132

A change of address is required for the above mentioned tax lot number as a result of a partition of the original parcel. Please revise your records to indicate the following address changes and new addresses:

<u>Existing Address</u>	<u>New Address</u>	<u>Lot/Partition</u>
	718 S. Pacific	Parcel 1, Twenge P-2004-20 (new lot)
	720 S. Pacific	Parcel 2, Twenge P-2004-20 (new lot)
720 S. Pacific	722 S. Pacific	Parcel 3, Twenge P-2004-20 (existing residence)
	724 S. Pacific	T.L. 3220CA-1602 (existing lot)

Assignment of the above-mentioned addresses are considered final. Contact the Newberg Development Office at 537-1240, 414 E. First Street, Newberg OR 97132 if you have any questions.

Dated this 3rd day of September, 2004.


Steve Olson
Assistant Planner

Distribution List

Property Owner
Postmaster
NW Natural Gas
Portland General Electric
Verizon Telephone
Comcast (Cable Television)
Newberg Garbage Service
Newberg School District
Chehalem Park & Recreation District
Yamhill County Clerk

Fire Department
Police Department
Building Division
City Attorney
Engineering Manager
City Recorder
Senior Accounting Clerk
Utility Clerk
Yamhill County Tax Assessor

Partition 2004-20
 Jeff & Deona Twenge

Location: SW 1/4 Section 20, T. 3 S., R. 2 W., WM.,
Block 49, EDWARDS ADDITION to the
City of Newberg, Yamhill County, OR
Joseph B. Rogers, DLC #55

Tox Lot: 3220CA-2300

Date: 15 May 2004

City of Newberg Planning File No. P-99-03

Narrative

The purpose of this survey is to partition a portion of the TWENGE tract described in Instrument #20016012 into the 3 parcels as shown. This survey also shows the line adjustment between Tax Lots 2300 and 1602. Tax Lot 1602 is configured so that it contains 5,000 sq.ft. and then the new configuration of Tax Lot 2300 is partitioned into 3 parcels. I have extended the center line of 8th St. between Columbia St. and Pacific St. to the east to set the center line of 8th Street(now vacated) in Block 49.

Scale: 1" = 40'

