

Exhibit F: 2008 Springbrook Development Agreement

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OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200801964



\$241.00

AFTER RECORDING RETURN TO:
City of Newberg – City Attorney’s Office
PO Box 970 - 414 E. First Street
Newberg, OR 97132

DMR-AGRDMR Cnt=1 Stn=2 ANITA
\$220.00 \$10.00 \$11.00

02/06/2008 02:03:57 PM

FNT Account 73

DEVELOPMENT AGREEMENT

SPRINGBROOK MASTER PLAN

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into and effective this 28th day of January, 2008, by and among the CITY OF NEWBERG, an Oregon municipal corporation (the “City”); and SPRINGBROOK PROPERTIES, INC., (“Springbrook”); collectively, “Parties”.

Recitals

- A. Springbrook is the owner of certain real property located in the City of Newberg, Oregon and more particularly described in Exhibit “A” attached hereto (the “Property”).
- B. Springbrook desires to master plan the Property for purposes of a mixed-use development (the “Master Plan”).
- C. City allows for the approval of development agreements through the procedures set forth in the Newberg Development Code (“NDC”), 151.255, et. seq., and the provisions allowing development agreements under Oregon state law. ORS 94.504, et. seq.
- D. This Development Agreement sets forth the elements of the Master Plan for the Property which include, without limitation, the establishment of comprehensive plan designations, zone map designations, and the standards and specifications of the Master Plan.

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E. Springbrook has satisfied the requirements for the approval of this Development Agreement and City finds that the City's infrastructure is adequate to support the development contemplated by this Development Agreement.

F. In order to satisfy the requirements set forth in the NDC for a development agreement and to provide for documentation as to the obligations of the Parties hereto, this Development Agreement is entered into pursuant to ORS 94.504, et. seq. and NDC 151.255, et. seq.

Agreement

IN CONSIDERATION of the mutual promises contained herein, including those set forth in the Recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. City Performance.

1.1 Comprehensive Plan and Zoning Designations. City adopts the Comprehensive Plan Designation and Zoning Designations for the Property set forth in Exhibit "B" attached hereto.

1.2 Master Plan. City adopts the Master Plan as set forth in Exhibit "C" attached hereto.

1.3 Text Amendments. City adopts the text Amendments to the City of Newberg Code set forth in Exhibit "D" attached hereto.

1.4 Subdivision. City approves, as conditioned, the subdivision tentative plan set forth in Exhibit "E" attached hereto.

2. Springbrook Performance.

2.1 Infrastructure Improvements. Springbrook agrees to perform the infrastructure improvements set forth on Exhibit "F" attached hereto for water system improvements, sanitary sewer system improvements, stormwater system improvements, and transportation system improvements. Streets within the Master Plan will be dedicated as public streets. Improvements are identified by Phase I through XVII. The listed improvements are required for each phase, except as may be modified by the City and Springbrook in a Type I City process. Phasing is set forth with an anticipated timeline. Springbrook reserves the right to alter the phasing of the development as conditions warrant, however, the improvements required for each phase are still required unless modified pursuant to this paragraph. Phasing of improvements may need to be modified depending on the sequence of development, and other development within the community. For example, traffic signal or intersection improvements may need to be provided earlier than the phasing indicates based on changes in the phase sequence or external factors.

2.2 SDC Charges. Springbrook will pay SDC charges as required by City Code for the development under the Master Plan, pertaining to all SDC charges except wastewater system development charges and water systems development charges.

2.2.1 Wastewater SDCs and Water SDCs. Springbrook will pay SDC charges at the updated rate at the time that updated rate is approved and implemented by the City. Such updated rate shall not exceed \$4884 for wastewater systems development charges and \$5032 for water systems development charges. These updated rates for these two SDCs, as applied to Springbrook Development shall not be increased for the first five years, except for increases caused due to inflation, pursuant to the adopted SDC program. Beginning on the

sixth (6th) year through the tenth (10th) year, the City may increase the SDC charges as applied to Springbrook development above the inflationary increase as set forth above, but only through amending its SDC program following good faith discussions between Springbrook and City about such SDC charge increases and (1) only to the extent that such amendments are the result of regulatory requirements established by governmental entities other than the City or (2) established by the City pursuant to requirements of other governmental entities or (3) additional SDC projects which have direct benefit to Springbrook development, but only to the proportionate amount of such direct benefit. Beginning in the eleventh year (11th) year and thereafter the City may increase these SDC charges in accordance with applicable law.

2.3 SDC Credits. The improvements made by Springbrook identified in Exhibit "D" are subject to SDC credit or reimbursement pursuant to the methodology set forth in Exhibit "E" for each type of system improvement.

2.4 Reimbursement Districts. City and Springbrook agree to mutually develop an SDC credit system and reimbursement district, as necessary, in order to facilitate the appropriate credit and reimbursement of SDC charges to Springbrook.

2.5 Construction Standards. Springbrook shall construct all public improvements to public works standards of the City and its service providers.

3. Assignment. Springbrook may assign its responsibilities and obligations under this Development Agreement to any party purchasing all or any portion of the Property.

4. Measure 37 Waiver. As inducement to the City to proceed with this Agreement, Springbrook agrees and covenants to the City of Newberg, its officers, agents, employees and assigns that the undersigned, as to the Property, hereby remises, waives, releases and forever discharges, and agrees that Springbrook shall be estopped from asserting any rights and

remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by Ballot Measure 37 (2004) or under future legislation, which would create a right of claim for compensation or waiver from City land use regulations as a result entering into this Agreement.

5. Compliance with ORS 94.504 and NDC § 151.256(B).

5.1 Compliance With Code Requirements. Pursuant to ORS 94.518, the effective Comprehensive Plan, zoning ordinances and other rules and policies of the City (“Land Use Regulations”) governing permitted uses of land and density applicable to the development of the Property shall be the Comprehensive Plan and those ordinances, rules and policies of the City in effect at the time of approval of this Development Agreement, including the amendments adopted pursuant to paragraph 1 above.

5.2 Assumptions, Provision of Services and Change In Circumstances. For purposes of ORS 94.504 (6), the Parties acknowledge that the assumptions underlying this Agreement relating to the ability of the City to serve development of the Property are those set forth in the City’s Comprehensive Plan and the application and supporting documents submitted by Springbrook to support approval of this Development Agreement. For purposes of ORS 94.504(2), the Parties further agree as follows:

5.2.1 Duration of Agreement. The duration of this Development Agreement shall be fifteen (15) years.

5.2.2 Permitted Uses. The Property may be used for all uses allowed or allowable under the land use regulations for the Comprehensive Plan and Zone Designations set forth in the Master Plan in effect on the effective date of this Development Agreement.

5.2.3 Density. Approved uses on the Property may be developed at the densities set forth in the Master Plan.

5.2.4 Height and Size. No structure shall be of a greater height or size than permitted by the land use regulations for the Comprehensive Plan and Zone Designations set forth in the Master Plan in effect on the effective date of this Development Agreement.

5.2.5 Reservations/Dedications for Public Purposes. Reservations or dedications of portions of the Property for public purposes are set forth in paragraph 2 above.

5.2.6 Fees & Charges. Fees and charges, other than as set forth in this Development Agreement, imposed on development of the Property shall be in accordance with those in effect at the time that applications for building permits are submitted.

5.2.7 Compliance Review. Review of development in each phase shall be in accordance with the Master Plan.

5.2.8 Infrastructure & Services. Responsibility for providing infrastructure and services not addressed in this Development Agreement and the conditions of approval will be established pursuant to ordinances and regulation in effect at the time of subsequent application for development under the approved Master Plan.

5.2.9 Effect of Changes in Policies. If there is a change in federal, regional or state laws or rules, or in any other circumstances affecting compliance with this Development Agreement, then the Parties shall perform their respective obligation under this Development Agreement to the maximum extent permitted by the then prevailing circumstances.

5.2.10 Remedies. The Parties hereto retain all remedies available at law or equity to enforce this Development Agreement.

7. Full Authority. Each of the Parties and signatories to this Agreement represents and warrants that each has the full right, power, legal capacity and authority to enter into and perform the Parties' respective obligations hereunder.

8. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the Parties have no legal right to contract the latter shall prevail; but, the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

9. Further Assurances and Additional Documents. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, or other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the Parties hereto. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Development Agreement fully and legally effective, binding and enforceable as between the Parties, and as against third parties. This Agreement requires the Parties to agree upon various items at different times in the future. The Parties will cooperate in good faith, and will deal fairly with one another, in an attempt to fulfill the expectations of the Parties as reflected in this Agreement and to facilitate the full performance of this Agreement by the Parties.

10. Attorney Fees. If a suit, action, arbitration or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this

Development Agreement or with respect to any dispute relating to this Development Agreement, the prevailing party shall be entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration or other proceeding, the amount of fees shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

11. Survival. The warranties, representations, covenants and agreements made in this Agreement by each party shall survive the delivery of any deed or bill of sale and shall be and remain in full force and effect.

12. Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.

13. Time. TIME IS OF THE ESSENCE with respect to the performance of the duties and obligations of this Development Agreement.

14. Counterparts. This Development Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.

15. Captions and Headings. The captions and headings of this Development Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction. Any recitals set forth at the beginning of this

Agreement are contractual and shall be considered or referred to in resolving questions of interpretation or construction.

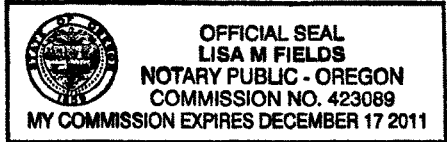
16. Modifications or Amendments. No amendment, change, or modification of this Development Agreement shall be valid, unless in writing and signed by all the parties hereto. Amendments to the agreement may be made following procedures in the NDC. Amendments to the Master Plan and subdivision may occur in accordance with the procedures set forth in the Master Plan. Further, it is the intent of this Development Agreement to permit the Master Plan Property to be expanded as properties are acquired by Springbrook Properties and as such properties are annexed into the Newberg city limits. Such properties shall be bound by the Master Plan upon acquisition by Springbrook Properties and annexation into the City, at the option of Springbrook Properties.

17. Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.

18. Other Agreements. This Development Agreement constitutes the entire agreement among the Parties.

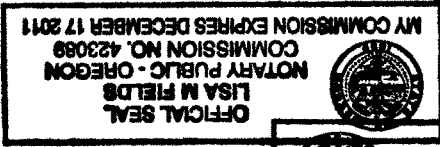
SPRINGBROOK PROPERTIES, INC.

By: 
Its: PRESIDENT



STATE OF OREGON)
)ss.
COUNTY OF YAMHILL)

This instrument was acknowledged before me on February 5, 2008, by Joan D Austin, the President of Springbrook Properties, Inc.



Lisa M Fields
Notary Public
My commission expires: December 11, 2011
Commission No.: 423089



CITY OF NEWBERG

ACCEPTED:

APPROVED AS TO FORM & CONTENT:

Robert I Tardiff
Robert I. Tardiff, City Manager Pro Tem

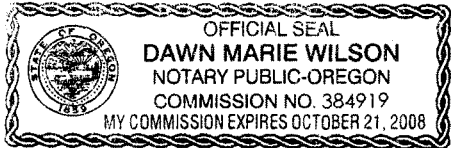
Terrence D. Mahr
Terrence D. Mahr, City Attorney

Dated: January 28, 2008

Dated: 1/25/08

STATE OF OREGON)
)ss.
COUNTY OF YAMHILL)

This instrument was acknowledged before me on January 28, 2008, by Robert I. Tardiff, City Manager Pro Tem, City of Newberg.



Dawn Marie Wilson
Notary Public
My commission expires: 10/21/08
Commission No.: 384919

Exhibit A
Real Property Description
(Total pages – 21)

LEGAL DESCRIPTION

Parcel 1:

Being a part of the Donation Land Claim of William Wallace and wife, Claim No. 47, Notification No. 1477, being parts of Sections 7 and 8, in Township 3 South, Range 2 West of the Willamette Meridian, in said County and State, and the part of said Claim herein conveyed being particularly described as follows, to-wit:

Beginning at a point on the South line of said Claim 53-1/3 rods East of the Southwest corner of said Claim, running thence North 72 rods; thence East 66 rods, 6-2/4 feet; thence South 72 rods; thence West 66 rods, 6-2/4 feet to the place of beginning.

Except that portion lying in public roads.

Also Except the following described tract;

Beginning at a point 415 feet West of the Northeast corner of the above described tract, said point being the true point of beginning; thence South 240 feet; thence West 375 feet; thence North 240 feet; thence East 375 feet to the place of beginning.

Parcel 2:

Being a part of the Donation Land Claim of William Wallace and wife, Claim No. 47, Notification No. 1477, being a part of Section 8, Township 3 South, Range 2 West of the Willamette Meridian, in said County and State, and the part of said Claim herein conveyed being particularly described as follows, to-wit:

Beginning at a point 415 feet West of the Northeast corner of that parcel described in that certain deed given by Mae Grove to Henry O. and Gladys Seidel recorded April 13, 1939, in Book 115, Page 278, Deed Records, Yamhill County, Oregon; thence South 240 feet; thence West 375 feet; thence North 240 feet; thence East 375 feet to the place of beginning.

Parcel 3:

Parts of the William T. Wallace Donation Land Claim #47 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Tract No. 1: BEGINNING at the Southwest corner of said Claim; thence East along the Claim line, 119 rods 12 1/4 feet; thence North 20 feet to the true place of beginning; thence North 70.79 rods; thence East 20.25 rods; thence South 70.79 rods; thence West 20.25 rods to the place of beginning.

Tract No. 2: an undivided 1/2 interest in the following described tract to be used as a roadway:

BEGINNING at a point on the South line of said Claim, 119 rods 12 1/2 feet East of the Southwest corner of said Claim; thence East 27 rods to the County Road; thence North 20 feet; thence West 27 rods to a point due North of the place of beginning; thence South 20 feet to the place of beginning

Parcel 4:

A part of the Donation Land Claim of W.T. Wallace and wife, Claim No. 47, Notification No. 1477 in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and said part being more particularly described as follows:

BEGINNING at a point on the South line of said Donation Land Claim, 140 rods East of the Southwest corner thereof; and running thence North 10.7 rods; thence East 14 rods; thence

South 10.7 rods; thence West 14 rods to the place of beginning.

EXCEPTING THEREFROM a one-half interest in and to the following described roadway:
BEGINNING at the most Southwest corner of the premises above described and running thence East to the County Road now there; thence North 20 feet; thence West to the West line of the premises above described; thence South 20 feet to the place of beginning.

Parcel 5:

Part of the Donation Land Claim of W.T. Wallace and wife, Claim No. 47, Notification No. 1477, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING at a point on the South line of said Donation Land Claim 140 rods East of the Southwest corner thereof, and running thence North 18.00 chains; thence East 44 and 4/9 rods; thence South 18.00 chains to the South line of said Claim; and thence West 44 and 4/9 rods to the place of beginning.

EXCEPTING THEREFROM a one-half interest in and to the following described roadway, Beginning at the Southwest corner of the premises above described and running thence East to the County Road now there; thence North 20 feet; thence West to the West line of the premises above described; and thence South 20 feet to the place of beginning.

ALSO EXCEPT that portion conveyed to Ruth M. Rees by deed recorded January 19, 1948, in Book 146, Page 743, Deed Records.

Parcel 6:

A tract of land in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

COMMENCING at a point which is 18 chains North and 29.64 1/3 chains East of the Southwest corner of the Wm. T. Wallace Donation Land Claim in Sections 7 and 8 of Township 3 South, Range 2 West of the Willamette Meridian; thence running East 17.19 chains to a post and iron pin; thence North 31.87 chains to an iron pin and post; thence West 17.19 chains to a point 9 links West of an iron pipe; thence South 31.87 chains to the place of beginning, which is 9 links West of an iron pipe.

EXCEPT that portion described in instrument recorded March 1, 1999, Instrument Number 199904249, records of Yamhill County, Oregon

Parcel 7:

Part of the William T. Wallace Donation Land Claim #47 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

BEGINNING at a stake 25 chains North and 46.833 chains East of the Southwest corner of said Claim; thence North 24.67 chains to the center of the County Road; thence East along the center of the County Road, 13.03 chains to angle; thence South 21° 10' East along the center of the County Road, 14.52 chains to a point 23 chains North, 10 chains West and North 21° 10' West 13.83 chains from the Southeast corner of said Wallace Claim; thence West 12.89 chains to a point 27.917 chains West of the East line of said Wallace Claim; thence South 11.35 chains to a point East of the place of beginning; thence West 5.25 chains to the place of beginning.

EXCEPT the following described tract of land:

Being part of the

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William T. Wallace and wife Donation Land Claim in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and more particularly described as follows to wit:

BEGINNING at angle point No. 2 in the center of County Road No. 57, said point being North 49.87 chains and East 59.86 1/3 chains from the Southwest corner of said Wallace Claim and running thence South 21° 10' East along the center of said road as surveyed, 426.0 feet; thence South 84° 40' West 670.0 feet; thence North 2° 35' West 460.0 feet to center of County Road No. 57; thence East along the center of said road to the place of beginning.

ALSO EXCEPT the following described tract of land:

Part of the William T. Wallace Donation Land Claim No. 47 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

BEGINNING at a stake 25 chains North and 46.833 chains East of the Southwest corner of said Claim thence North 24.67 chains to the center of the County Road; thence East along the center of the County Road, 13.03 chains to angle; thence South 21° 10' East along the center of County Road, 14.52 chains to a point 23 chains North, 10 chains West and North 21° 10' West 13.83 chains from the Southeast corner of said Wallace Claim and the true point of beginning; thence West 12.89 chains to a point 27.917 chains West of the East line of said Wallace Claim thence North in a straight line to the Southwest corner of a tract of land conveyed to Glenn L. Whitman et ux by deed recorded August 25, 1969 in Film Volume 76, Page 1739, thence East along the South line of the Whitman tract 670 feet to the centerline of County Road, thence Southeast along the centerline of County Road to the true point of beginning.

Parcel 8:

Part of the William T. Wallace Donation Land Claim No. 47 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

BEGINNING at a stake 25 chains North and 46.833 chains East of the Southwest corner of said Claim, thence North 24.67 chains to the center of the County Road; thence East along the center of the County Road, 13.03 chains to angle; thence South 21° 10' East along the center of the County Road, 14.52 chains to a point 23 chains North, 10 chains West and North 21° 10' West 13.83 chains from the Southeast corner of said Wallace Claim and the true point of beginning; thence West 12.89 chains to a point 27.917 chains West of the East line of said Wallace Claim; thence North in a straight line to the Southwest corner of a tract of land conveyed to Glenn L. Whitman et ux by deed Recorded August 25, 1969 in Film Volume 76, Page 1739; thence East along the South line of the Whitman tract 670 feet to the centerline of County Road; thence Southeast along the centerline of County Road to the true point of beginning.

Parcel 9:

Being a part of the William T. Wallace and Wife Donation Land Claim in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and more particularly described as follows:

BEGINNING at angle point No. 2 in the center of County Road No. 57, said point being North 49.87 chains and East 59.86 1/3 chains from the Southwest corner of said Wallace Claim and running thence South 21° 10' East along the center of said road as surveyed, 426.0 feet; thence South 84° 40' West, 670.0 feet; thence North 2° 35' West, 460.00 feet to the center of County Road No. 57; thence East along the center of said road to the place of beginning.

EXCEPTING THEREFROM that portion described in instrument recorded May 22, 1969, in Film Volume 0232, Page 0778, records of Yamhill County, Oregon.

Parcel 10:

Being a part of the William T. Wallace and wife Donation Land Claim No. 47, Notification No. 1477, in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and more particularly described as follows:

Beginning at a stake 23.00 chains North and 10.00 chains West of the Southeast corner of said William T. Wallace and wife Donation Land Claim; thence West 18.50 chains to creek; thence North 2.00 chains; thence East 58 1/3 links to the Southeast corner of the E.H. Arthur tract; thence North 11.35 chains; thence East 12.89 chains to stake and center of County Road (Survey No. 375); thence South 21 10' East along center of County Road 13.83 chains to place of beginning.

Parcel 11:

A part of the Donation Land Claim of William T. Wallace and Susan R. Wallace, his wife, Notification No. 1477, Claim No. 47, in Township 3 South, Range 2 West of the Willamette Meridian, bounded and described as follows, to-wit:

Beginning at the Southeast corner of said Claim and running thence North along the East line of said Claim 23 chains; thence West 28.50 chains to the center of creek; thence North along center of creek 2.00 chains; thence West 4.55 chains; thence South 25 chains to the South line of said Donation Land Claim; and thence East along the South line of said Claim 33.05 chains to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to Zion Lutheran Church of Newberg, Oregon, an Oregon corporation by instrument recorded January 22, 1980 in Film Volume 147, Page 1453, Deed and Mortgage Records.

FURTHER EXCEPTING that portion described in instrument recorded May 13, 1968 in Film Volume 67, Page 965, Deed and Mortgage Records, described as follows:

A part of the William T. Wallace Donation Land Claim No. 47 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Southeast corner of the Wallace Claim; thence North 0 degrees 14' East along the East line of said Claim, 1518.0 feet to the most Easterly Northeast corner of that tract described in Contract between John H. Larson, et ux, and Merle D. Brandt, et ux, recorded January 27, 1967, in Film Volume 57, Page 810, Deed and Mortgage Records; thence North 89 degrees 39' West along the North line of said Brandt tract, 596.58 feet to an iron rod; thence South 0 degrees 14' West, 1518.0 feet to the South line of said Wallace Claim; thence South 89 degrees 39' East along the South line of said Wallace Claim, 596.58 feet to the place of beginning.

ALSO EXCEPTING the following: A part of the William T. Wallace and Susan R. Wallace, his wife, Notification No. 1477, Claim No. 47 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, bounded and described as follows, to-wit:

Beginning at a point on the South line of the said William T. Wallace Donation Land Claim North 89 degrees 39' West, 596.58 feet from the Southeast corner of said Claim in Section 8, Township 3 South, Range 2 West of the Willamette Meridian; thence North 89 degrees 39' West along said Claim line, 408.0 feet; thence North 00 degrees 15' East, 1518.0 feet to an iron pipe; thence South 89 degrees 39' East, 408.0 feet to an iron rod; thence South 00 degrees 15' West, 1,518.0 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion conveyed to Yamhill County, a political subdivision of the State of Oregon, by instrument recorded November 29, 1979, in Film Volume 146, Page 647, Deed and Mortgage Records.

Parcel 12:

A tract of land in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in

Yamhill County, Oregon, being part of that certain tract of land described in Deed to Merle D. Brandt, et ux., recorded May 13, 1968, in Film Volume 67, Page 964, Yamhill County Deed and Mortgage Records and being more particularly described as follows:

Beginning at an iron rod that is West 1,012.80 feet and North 30.00 feet from the Southeast corner of the William Wallace Donation Land Claim, said Iron rod being 8.22 feet West from the West line of that certain tract of land described in contract between Merle D. Brandt, et ux., vendors, and Robert E. Harshman, et ux, vendees, recorded August 4, 1969, in Film Volume 76, Page 1244, Yamhill County Deed and Mortgage Records; thence West 400.00 feet, parallel with and 30 feet Northerly from the South line of said Claim, to an iron rod; thence North 0 degrees 06' West 1,125.00 feet to an iron rod; thence East 400.00 feet to an iron rod that is West 8.22 feet from the West line of said Harshman Tract; thence South 1,125.00 feet to the point of beginning.

Parcel 13:

A part of the William T. Wallace and Susan R. Wallace Donation Land Claim No. 47, Notification #1477, in Section 8, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, bounded and described as follows, to-wit:

Beginning at a point on the South line of the said William T. Wallace Donation Land Claim, North 89 degrees 39' West 596.58 feet from the Southeast corner of said Claim; thence North 89 degrees 39' West along said Claim line, 408.0 feet; thence North 00 degrees 15' East 1518.0 feet to an iron pipe; thence South 89 degrees 39' East 408.0 feet to an Iron rod; thence South 00 degrees 15' West 1518.0 feet to the point of beginning.

Parcel 14:

Part of the William T. Wallace Donation Land Claim #47 in Section 8 Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

BEGINNING at the Southeast corner of the Wallace Claim; thence North 0° 14' East along the East line of said Claim, 1518.0 feet to the most Easterly Northeast corner of that certain tract described in contract between John H. Larson, et ux and Merle D. Brandt, et ux recorded January 27, 1967 in Film Volume 57, Page 810 Deed and Mortgage Records, and the True place of beginning; thence North 89° 39' West along the North line of said Brandt tract, 596.58 feet to an iron rod; thence South 0° 14' West 379.50 feet to an iron rod; thence South 89° 39' East 596.58 feet to the East line of the Wallace Claim; thence North 0° 14' East along the East line of said Claim, 379.50 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in deed to Yamhill County, recorded May 22, 1989 in Film Volume 0232, Page 0778, records of Yamhill County, Oregon.

Parcel 15:

- (a) A part of the William T. Wallace Donation Land Claim #47 in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows: Beginning at the Southeast corner of the Wallace Claim; thence North 0 degrees 14' East along the East line of said Claim 1,138.58 feet to an iron rod set for the true point of beginning; thence North 89 degrees 39' West 596.58 feet to an iron rod; thence South 0 degrees 14' West 379.50 feet to an iron rod; thence South 89 degrees 39' East 596.58 feet to the East line of the Wallace Claim; thence North 0 degrees 14' East along the East line of said Claim 379.50 feet to the true point of beginning. **EXCEPTING** therefrom that portion lying in the county roads.

- (b) A part of the William T. Wallace Donation Land Claim #47 in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows: Beginning at the Southeast corner of the Wallace Claim; thence North 0 degrees 14' East along the East line of said Claim 759.0 feet to an iron rod set for the true point of beginning; thence North 89 degrees 39' West 596.58 feet to an iron rod; thence South 0 degrees 14' West 379.50 feet to an iron rod; thence South 89 degrees 39' East 596.58 feet to the East line of the Wallace Claim; thence North 0 degrees 14' East along the East line of said Claim 379.50 feet to the true point of beginning. EXCEPTING therefrom that portion lying in the county roads.
- (c) A part of the William T. Wallace Donation Land Claim #47 in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows: Beginning at the Southeast corner of the Wallace Claim; thence North 0 degrees 14' East along the East line of said Claim 379.50 feet to an iron rod; thence North 89 degrees 39' West 596.58 feet to an iron rod; thence South 0 degrees 14' West 379.50 feet to the South line of the Wallace Claim; thence South 89 degrees 39' East along the South line of said Claim 596.58 feet to the point of beginning. EXCEPTING therefrom that portion lying in the county roads.

TOGETHER with:

those portions of vacated Mountain View Drive and Aspen Way described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 15 by operation of law, if any.

EXCEPTING FROM Parcel 15 that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 16:

A tract of land in Section 8 and 9 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at a ½ iron pipe being North 45.35 chains and 2.23 chains East of the ¼ corner between Sections 16 and 17 in Township 3 South, Range 2 West of the Willamette Meridian, being the center of County Road 58 and County Road 56; thence North 20 feet and West 20 feet to an iron pipe and the true point of beginning; thence North 89 degrees 15' 00" West 859.49 feet to an iron pipe; thence North 0 degrees 14' 00" East 1163.03 feet to an iron pipe; thence South 89 degrees 35' 55" East 377.46 feet to an iron pipe; thence South 0 degrees 11' 45" West 515.21 feet to an iron pipe; thence North 89 degrees 46' 25" East 480.76 feet to an iron pipe; thence South 0 degrees 08' 45" West 658.32 feet to an iron pipe and the point of beginning.

EXCEPTING THEREFROM that portion described in deed to Yamhill County, recorded May 22, 1989 in Film Volume 0232, Page 0778, records of Yamhill County, Oregon.

TOGETHER with:

those portions of vacated Mountain View Drive and Aspen Way described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 16 by operation of law, if any.

Parcel 17:

Being a part of the Solomon Heater and wife Donation Land Claim, #48 Notification #1417, in Section 8 and 9, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

BEGINNING at an iron pipe in the Southeast corner of the property deeded to Perry Macy in Book 118, Page 559, Deed Records, said pipe being the Southwest corner of County Survey #2206; thence North 00° 12' East along the center line of County Road #56, 680.3 feet to the Southeast corner of the Webster tract in deed recorded May 17, 1968 in Film Volume 68, Page 93, Deed and Mortgage Records; thence South 89° 50' West 260.64 feet to the true point of beginning; thence continuing South 89° 50' West 240 feet to the Southwest corner of said Webster tract; thence North 00° 12' East 391.62 feet to the Northwest corner of said Webster tract; thence North 89° 50' East along said North line 207.64 feet to the Northwest corner of a tract of land deeded to William W. Jansen and Joann A. Jensen recorded August 20, 1965 in Film Volume 47, Page 447, Deed and Mortgage Records; thence South 00° 12' West 189 feet to the Southwest corner of said Jansen tract; thence North 89° 50' East 32.68 feet; thence South 202.62 feet to the true place of beginning.

Parcel 18:

Being a part of the Solomon Heater and wife Donation Land Claim #48, Notification #1471, in Sections 8 and 9, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

BEGINNING at an Iron pipe in the Southeast corner of the property deeded to Perry Macy in Volume 118, Page 559, Deed Records, said pipe being the Southwest corner of County Survey #2206 and being 45.35 chains North and 2.23 chains East from the Quarter corner between Sections 16 and 17 in Township 3 South, Range 2 West of the Willamette Meridian; thence North 00° 12' East 680.3 feet to the true place of beginning; thence North 00° 12' East along the center line of County road #56, a distance of 391.62 feet to the South line of Bryce Acres according to the duly recorded plat thereof; thence South 89° 28' West along the South line of said Bryce Acres, 500.64 feet; thence South 00° 12' West, 391.62 feet; thence North 89° 28' East 500.64 feet to the true place of beginning.

EXCEPTING THEREFROM that certain tract conveyed to William W. Jansen, et ux, by deed recorded August 20, 1965 in Film Volume 47, Page 447, Deed and Mortgage Records.

ALSO EXCEPTING THEREFROM that portion conveyed to Ronald Duane McClaffin et ux, by deed recorded October 19, 1971 in Film Volume 86, Page 1323, Deed and Mortgage Records.

Parcel 19:

Beginning at a point in angle of County Road and on division line of the Solomon Heater Donation Land Claim, Notification No. 1471, Claim No. 48, in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, and 27.28 chains North of the Southeast corner of the West half of said Claim; thence North 14.604 chains to an iron pipe on division line of said Claim; thence South 89 degrees 48' West 13.815 chains to an iron pipe in center of County Road; thence South 0 degrees 12' East 14.604 chains along center of County Road to iron pipe set in angle of road; and thence North 89 degrees 48' East along center of the County Road 13.775 chains to an iron pipe at place of beginning.

TOGETHER with:

those portions of vacated Mountain View Drive described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 19 by operation of law, if any.

EXCEPTING FROM Parcel 19 that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

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Parcel 20:

Being a part of the Donation Land Claim of Solomon Heater and wife, Notification No. 1471, Claim #48 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and the part of said Claim being all that portion of the following described tract lying North of the Railroad right of way: Beginning at a point on the division line between the East and West halves of the aforesaid Donation Land Claim, said beginning point being the Northeast corner of a certain tract of land formerly owned by Albert Hoskins, where a stone is set in the center of the road; running thence North following said division line between the East and West halves of said Donation Land Claim, 18 chains; thence West 13.84 chains; thence South 18 chains; and thence East 13.84 chains to the place of beginning.

TOGETHER with:

those portions of vacated Mountain View Drive described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 20 by operation of law, if any.

EXCEPTING FROM Parcel 20, that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 21:

Being a part of the Donation Land Claim of Solomon Heater and wife, Donation Land Claim No. 48 in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning at an iron pipe which is North 0 degrees 05' 20" West 2243.68 feet, more or less, and North 88 degrees 53' 13" West 829.02 feet more or less from the Southeast corner of said Claim, said point being the Southwest corner of that property described in Film Volume 116, Page 1689, Yamhill County Deed Records; thence South 0 degrees 05' 20" East 15.87 feet to the true point of beginning; thence North 89 degrees 59' 02" West 18.75 feet more or less to a point; thence North 0 degrees 00' 58" East 163.12 feet more or less to an iron pipe on the South right of way of the Southern Pacific Railroad; thence South 42 degrees 50' 19" West 63.63 feet more or less, along said Railroad right of way as described in Deed Book U, Page 385; thence South 57 degrees 20' 56" West 898.59 feet more or less along said railroad right of way to the Northwest corner of that 50 foot strip of land deeded to the O & C Railroad and described in Deed Book 34, Page 459; thence South 0 degrees 03' 54" East 59.33 feet more or less to the Southeast corner of said strip; thence South 0 degrees 11' 53" West 137.30 feet more or less to an iron rod; thence South 25 degrees 09' 59" West 308.23 feet more or less to an iron rod; thence North 89 degrees 38' 54" West 81.78 feet more or less to an angle iron marking the Northeast corner of the Church lot; thence South 0 degrees 21' 41" West 109.83 feet more or less to an iron rod at the Southeast corner of the Church lot; thence North 89 degrees 52' 58" West 167.98 feet more or less to an iron rod at the Southwest corner of the Church lot and being on the East right of way of Market Road No. 5; thence South 0 degrees 03' 54" West along said East right of way along said East right of way 194.70 feet more or less to the Southwest corner of that property described in Film Volume 74, Page 362; thence South 88 degrees 59' 37" East 1202.27 feet more or less, along the South line of said property to a point; thence North 0 degrees 05' 20" West 1168.74 feet more or less parallel to the East line of said Claim to the point of beginning.

TOGETHER with:

those portions of vacated Springbrook Road described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure

to the above described Parcel 21 by operation of law, if any.

EXCEPTING THEREFROM being a part of the Donation Land Claim of Solomon Heater and wife, Donation Land Claim No. 48 in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon more particularly described as follows:

Beginning at the Southwest corner of that property described in Film Volume 74, Page 362, said point being North 0 degrees 05' 20" West 1060.62 feet and North 88 degrees 59' 37" West 2031.26 feet from the Southeast corner of said Claim, said point also being on the East right of way of Market Road No. 5; thence South 88 degrees 59' 37" East 1202.72 feet more or less, along the South line of said property to an iron rod; thence North 0 degrees 05' 20" West 166.82 feet more or less to an iron pipe; thence North 89 degrees 05' 40" West 1202.16 feet more or less to a point on the East right of way of Market Road No. 5, said point being South 0 degrees 03' 54" East 30.00 feet from the Southwest corner of the Church lot; thence South 0 degrees 03' 54" East 164.70 feet more or less to the point of beginning.

Parcel 22:

Being a part of the Solomon Heater and Wife Donation Land Claim No. 48, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning at a point on the South line of that property described in Film Volume 74, Page 363, Yamhill County Deeds and Records, said point being North 0° 05' 20" West 1060.61 feet more or less and North 89° 59' 37" West 828.99 feet more or less from the Southeast corner of said Claim; thence North 0° 05' 20" West 166.82 feet more or less; thence South 89° 05' 41" East 209.06 feet more or less; thence on a curve right with a radius of 1000.00 feet and a central angle of 34° 10' 29" (chord bears South 72° 00' 27" East 587.66 feet) to a point; thence North 89° 05' 41" West 558.14 feet more or less to the Northeast corner of that property described in Film Volume 75, Page 1139, Yamhill County Deeds and Records; thence North 0° 06' 24" West 5.51 feet to a point on the South line of property described in Film Volume 74, Page 363; thence North 88° 59' 37" West 209.65 feet more or less to the point of beginning.

Parcel 23:

Being a part of the Donation Land Claim of Solomon Heater and wife, Donation Land Claim No. 48 in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning at an iron pipe which is North 0° 05' 20" West 2243.68 feet more or less and North 88° 53' 13" West 829.02 feet more or less from the Southeast corner of said Claim, said point being the Southwest corner of that property described in Film Volume 116, Page 1689, Yamhill County Deeds and Records; thence South 0° 05' 20" East 15.87 feet to the TRUE POINT OF BEGINNING; thence South 0° 05' 20" East 1168.74 feet more or less, parallel to the East line of said Claim, to a point on the South line of that property described in Film Volume 74, Page 362, Yamhill County Deeds and Records; thence South 88° 59' 37" East 209.65 feet to a point; thence South 0° 06' 24" East 5.51 feet more or less to an iron rod at the Northeast corner of that property described in Film Volume 75, Page 1139, Yamhill County Deeds and Records; thence South 89° 05' 41" East 619.33 feet more or less to a point on the East line of said Claim; thence North 0° 05' 20" West along said East line 1187.48 feet more or less to a point; thence North 89° 59' 02" West 828.84 feet to the point of beginning.

EXCEPTING THEREFROM being a part of the Solomon Heater and wife Donation Land Claim No. 48, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning at a point on the South line of that property described in Film Volume 74, Page 363,

Yamhill County Deeds and Records, said point being North 0° 05' 20" West 1060.61 feet more or less and North 88° 59' 37" West 828.99 feet more or less from the Southeast corner of said Claim; thence North 0° 05' 20" West 166.82 feet more or less; thence South 89° 05' 41" East 209.59 feet more or less; thence on a curve right with a radius of 1000.00 feet and a central angle of 34° 08' 39" (chord bears South 71° 59' 32" East 587.15 feet) to a point; thence North 89° 05' 41" West 558.14 feet more or less to the Northeast corner of that property described in Film Volume 75, Page 1139, Yamhill County Deeds and Records; thence North 0° 08' 24" West 5.51 feet to a point on the South line of property described in Film Volume 74, Page 363; thence North 88° 59' 37" West 209.65 feet more or less to the point of beginning.

Parcel 24:

Being a part of the Donation Land Claim of Solomon Heater and wife, Donation Land Claim No. 48 in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon more particularly described as follows:

Beginning at the Southwest corner of that property described in Film Volume 74, Page 362, said point being North 0 degrees 05' 20" West 1060.62 feet and North 88 degrees 59' 37" West 2031.26 feet from the Southeast corner of said Claim, said point also being on the East right of way of Market Road No. 5; thence South 88 degrees 59' 37" East 1202.72 feet more or less, along the South line of said property to an iron rod; thence North 0 degrees 05' 20" West 166.82 feet more or less to an iron pipe; thence North 89 degrees 05' 40" West 1202.16 feet more or less to a point on the East right of way of Market Road No. 5, said point being South 0 degrees 03' 54" East 30.00 feet from the Southwest corner of the Church lot; thence South 0 degrees 03' 54" East 164.70 feet more or less to the point of beginning.

TOGETHER with:

those portions of vacated Springbrook Road described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 24 by operation of law, if any.

Parcel 25:

Beginning at an iron pipe 1 inch in diameter, said iron pipe marking the Southeast corner of the Solomon Heater D.L.C. No. 48, Notification No. 1571, situated in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; and running thence North a distance of 2245.32 feet to a point in the present County Road; thence West a distance of 451.06 feet to an iron pipe, said iron pipe marking the true point of beginning of this description; thence continuing West a distance of 398.36 feet to an iron pipe; thence North 161.83 feet to an iron pipe set in Southeasterly right of way line of the Southern Pacific Railway; thence along a curve to the left (the long chord of which bears North 42°57' East) a distance of 316.14 feet to a point in the centerline of said County Road; thence following said center line of said County Road East 195.13 feet to a point; thence South 1°45'30" West a distance of 393.42 feet to the true point of beginning of this description.

EXCEPTING THEREFROM that portion of land within the limits of the right of way of the present County Road lying immediately adjacent to the Northerly boundary line of the property herein described.

Parcel 26:

Beginning at a stake set on the East line of Solomon Heater Donation Land Claim, Notification No. 1471, Claim No. 48 in Township 3 South, of Range 2 West of the Willamette Meridian, in Yamhill County, and State of Oregon, from which stake a fir 4 inches in diameter bears South 75° West 36 links, said stake being 34.02 chains North of the Southeast corner of said Claim;

thence West 12.87 chains to stake from which an oak 8 Inches in diameter bears North 16 links; thence North 2.45 chains to stake set on the South side of the Southern Pacific Railway right of way; thence North 42°57' East along the East line of said right of way 4.79 chains to stake set in County Road; thence East along road 9.606 chains to stake on the East line of the said Heater D.L.C. from which an oak 12 inches in diameter bears South 37°15' West 14 links, oak 12 Inches in diameter bears South 45° West 50 links; thence South along the East line of said claim 5.96 chains to beginning.

EXCEPTING THEREFROM the tract conveyed to R.E. Chapman and Cecil Chapman, husband and wife, to Leonard E. Barton and Mildred Julia Barton, husband and wife, by deed recorded in Book 143, Page 250 of the Deed Records of Yamhill County described as follows:

Beginning at an iron pipe, 1 inch in diameter, said iron pipe marking the Southeast corner of the Solomon Heater Donation Land Claim No. 48, Notification No. 1471, situated in Township 3 South of Range 2 West of the Willamette Meridian in Yamhill County, Oregon; and running thence North a distance of 2245.32 feet to a point in the present County Road; thence West a distance of 451.06 feet to an iron pipe marking the True Point of Beginning of this description; thence continuing West a distance of 398.36 feet to an iron pipe; thence North 161.83 feet to an iron pipe set in the Southeasterly right of way line of the Southern Pacific Railway; thence along a curve to the left (the long chord of which bears North 42°57' East) a distance of 316.14 feet to a point in the centerline of the present existing County Road; thence following said centerline of said County Road, East 195.13 feet to a point; thence South 1°46'30" West a distance of 393.42 feet to the True Point of Beginning of this description.

Parcel 27:

Situate, lying and being in Yamhill County, Oregon, and particularly described as follows:

Beginning at a point 100 rods North and 70-8/33 rods West of the Southeast corner of the Solomon Heater Donation Land Claim, Notification No. 1471, Claim No. 48, in Township 3 South, Range 2 West of the Willamette Meridian, said County and State, and running thence South 354.8 feet to the center of the County Road; thence South 57°15' West along center of said County Road, 270 feet to its intersection with Cherry Street, in the Town of Springbrook as platted; thence West along the center of said Cherry Street 340.4 feet to the Southwest corner of that certain tract of land conveyed by Matilda J. Hoskins, widow to Lindley M. Carey and Rosella Carey, husband and wife, by deed dated February 10, 1912; thence North 503.9 feet; and thence East 573 feet to the place of beginning.

Parcel 28:

A part of the East Half of the Solomon Heater Donation Land Claim, Notification No. 1471, Claim No. 48 in Township 3 South of Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, said part being particularly described as follows, to wit:

BEGINNING at a point on the North line of Cherry Street 40 feet North and 20 feet East of the Northwest corner of Lot 4, Block 1, TOWN OF SPRINGBROOK, as platted and of record in the office of the County Clerk for Yamhill County, Oregon, running thence North 466 feet to the South line of land now owned by the Springbrook Packing Company Cooperative; thence East along said South line of said land owned by the Springbrook Packing Company Cooperative 128 feet; thence North 48 feet to the South line of land owned by Fred Kincaid; thence East along said South line of said land owned by Fred Kincaid 192 feet; thence South 474 feet to the North line of said Cherry Street; thence West 320 feet to the place of beginning.

Parcel 29:

(a) Part of the East half of the Solomon Heater Donation Land Claim in Section 9, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and part of Lots 2, 3 and 4 in Block 1 of the Town of Springbrook in Yamhill County, Oregon, described as follows:

Beginning at the Southwest corner of said Lot 2, Block 1 of the Town of Springbrook; thence North along the West line of Lots 3 and 4 and the West line of Cherry Street and the West line of that tract conveyed to Florence Rees Baldwin by deed recorded in Book 85, Page 383, Deed Records, to the Northwest corner of said Baldwin tract; thence East along the North line of said Baldwin tract, 148 feet to the Northeast corner of that tract described as Parcel #3 in Deed to Springbrook Packing Co., recorded February 21, 1938 in Book 114, Page 2; thence South 48 feet; thence West parallel with the North line, 128 feet; thence South parallel with and 20 feet East of the West line of the herein described tract to the South line of said Lot 2, Block 1 of Springbrook; thence West 20 feet to the place of beginning.

Except that portion lying within public roads.

(b) Part of the East half of the Solomon Heater Donation Land Claim in Section 9, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Northwest corner of that tract conveyed to Florence Rees Baldwin by deed recorded in Book 85, Page 383, Deed Records which place of beginning is also the Southwest corner of that tract conveyed to William Kincaid, et ux, by deed recorded in Book 61, Page 531, Deed Records; thence North 148 feet; thence East 148 feet; thence South parallel with the West line, 148 feet to the South line of said Kincaid tract; thence West 148 feet to the place of beginning.

TOGETHER with:

those portions of vacated Mountain View Drive described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 29 by operation of law, if any.

Parcel 30:

Lots 1 and 2, Block 2, TOWN OF SPRINGBROOK, in Yamhill County, Oregon, according to the plat of said Recorder of Conveyances for Yamhill County, Oregon.

EXCEPTING 10 feet off of and from the East side of said Lots.

TOGETHER WITH that portion of vacated Cherry Street, by vacation ordinance No. 76-235, which inures by law.

Parcel 31:

Lots 1, 2, 3 and 4 in Block 1 in the TOWN OF SPRINGBROOK, in Yamhill County, Oregon.

EXCEPTING THEREFROM A tract conveyed to Springbrook Packing Company by deed recorded November 18, 1930 in Book 104, Page 377, Deed Records, Yamhill County, Oregon.

ALSO EXCEPTING THEREFROM a tract conveyed to Springbrook Packing Company Co-operative, a corporation, by deed recorded February 21, 1938 in Book 114, Page 2, Deed Records, Yamhill County, Oregon.

EXCEPTING THEREFROM that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 32:

BEGINNING at a point 220 feet North and 20 feet East from the intersection of the North line of the P. & W. R.R. (now Southern Pacific Railroad) land with the West line of the East half of the Solomon Heater Donation Land Claim No. 48 In Section 9, Township 3 South, Range 2 West of the Willamette Meridian; thence East 100 feet; thence South 142.0 feet to the North line of said Railroad land; thence in a Southwesterly direction along the North line of said Railroad land 142.6 feet; thence North 171 feet, more or less, to the North Boundary of County Road; thence East 20 feet; thence North 49 feet, more or less, to the place of beginning. The said property being parts of Lots 1 and 2 of Block 1 of the TOWN OF SPRINGBROOK, in Yamhill County, Oregon.

TOGETHER with:

those portions of vacated Mountain View Drive described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 32 by operation of law, if any.

EXCEPTING THEREFROM that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 33:

- (a) Commencing at a point in the center of Market Road #5 at the Southwest corner of that certain tract described in deed from Cyrus E. Hoskins to Oregon and California Railroad Company by deed recorded in Book 34, Page 459, Deed Records; thence running South 9 rods 3 feet; thence East 12 rods; thence North 16 rods 15 feet to Southern line of said Oregon and California Railway; thence Southwesterly along the said Oregon and California Railway and 80 feet from center of same to the place of beginning, said land being a part of the Donation Land Claim of Solomon Heater, Notification No. 1471, Claim #48, In Township 3 South, Range 2 West of the Willamette Meridian in Yamhill, Oregon.

EXCEPT that portion lying in Market Road #5.

- (b) Situate, lying and being in Yamhill County, Oregon, and being a part of the Solomon Heater Donation Land Claim #48, Notification #1471, in Township 3 South, Range 2 West of the Willamette Meridian in said County and State, and the part thereof herein conveyed being particularly described as follows, to-wit:
Beginning at a gas pipe at Southeast corner of the real property conveyed to School by deed recorded in Book 34, Page 288, Deed Records, in said Donation Land Claim; and running thence East 1.25 chains to a gas pipe; thence North 24° 57' East 4.67 chains to a gas pipe; thence North 2 chains to a gas pipe; thence South 57° 24' West 3.81 1/2 chains; and thence South 4.20 chains to the place of beginning.
- (c) Beginning at a point 14 rods South of the center of Southern Pacific Railroad and the center line of Market Road No. 5, being at the Southwest corner of the School grounds of School District No. 56 in Yamhill County, Oregon; thence running South 6 2/3 rods; thence East 12 rods; thence North 6 2/3 rods; thence West 12 rods to the place of beginning.

EXCEPT that portion lying in Market Road No. 5.

TOGETHER with:

those portions of vacated Springbrook Road described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 33 by operation of law, if any.

Parcel 34:

Part of the Solomon Heater Donation Land Claim No 48 In Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at a point 8 chains North of the Southeast corner of said Claim; thence North 8 chains; thence West 618.25 feet to a point; thence South 8 chains; thence East 618.25 feet to the place of beginning.

Parcel 35:

Being a part of the Donation Land Claim of Solomon Heater, Notification No. 1471, Claim No. 48, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part bounded and described as follows, to-wit:

BEGINNING at a point 8 chains North and 37 rods 8 1/2 feet West of the Southeast corner of said Claim; and running thence North 8 chains; thence West 343.75 feet to the Northwest corner of that tract conveyed to Amos Graves on July 21, 1911 by deed recorded in Book 59, Page 588, Deed Records; thence South along the West line of said Graves tract to the Southwest corner thereof; thence East 343.75 feet, more or less, to the place of beginning.

EXCEPTING THEREFROM THAT part conveyed to public for road purposes by deed recorded February 23, 1972, Book 62, Page 369, Deed Records.

Parcel 36:

Being a part of the Original Donation Land Claim of Solomon Heater, Notification #1471, Claim #48 In Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being particularly described as follows:

BEGINNING at a point which is 8 chains North and 58 rods and 5.5 feet West of the Southeast corner of said Claim; and running thence North 8 chains; thence West 7 rods; thence South 8 rods; thence West 6 rods and 10.5 feet; thence South 24 rods; and thence East 13 rods and 10.5 feet to the place of beginning.

Parcel 37:

(a) A parcel of land in the Donation Land Claim of Solomon Heater and wife, Claim No. 48, Notification No. 1471, in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, described as follows:

Beginning at a point 16 chains North and 31.34 chains West of the Southeast corner of said Donation Land Claim, and running thence East, 15 chains; thence South 2 chains; thence West, 15 chains; and thence North 2 chains to the place of beginning.

EXCEPTING THEREFROM the following described portion: A parcel of land in the Northwest quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, in the Solomon Heater Donation Land Claim No. 48, said parcel being more particularly described as follows: Beginning at a point which bears North 00° 05' 20" West 1056.00 feet and North 88° 59' 37" West 1703.44 feet from the Southeast corner of said Donation Land Claim and running thence South 01° 00' 23" West 120.00 feet; thence North 88° 59' 37" West 100.00 feet; thence North 01° 00' 23" East 120.00 feet; thence South 88° 59' 37" East 100.00 feet to the point of beginning.

(b) A parcel of land in the Donation Land Claim of Solomon Heater and wife, Claim No. 48, Notification No. 1471, in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, described as follows:

Beginning at a point 11 chains North and 94 rods and 3 feet West of the Southeast corner of said Donation Land Claim, and running thence North, 12 rods; thence West, 31 rods and 2 feet; thence South 12 rods; thence East, 31 rods and 2 feet to the place of beginning.

(c) A parcel of land in the Donation Land Claim of Solomon Heater and wife, Claim No. 48, Notification No. 1471, in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, described as follows:

The North one-half of a tract described as follows: Beginning at a point 8 chains North and 87 rods and 3 ½ feet West of the Southwest corner of said Donation Land Claim, and running thence North, 24 rods; thence West, 6 rods and 11 feet; thence South 24 rods; and thence East, 6 rods and 11 feet to the place of beginning.

(d) Being a part of the East Half of the Donation Land Claim of Solomon Heater, Notification No. 1471, Claim No. 48, in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, said part being more particularly bounded and described as beginning at a point 8 chains North and 71 rods and 16 feet West of the Southeast corner of said Claim, and running thence North 24 rods; thence West, 15 rods and 9 feet; thence South, 24 rods; and thence East, 15 rods and 9 feet to the place of beginning.

(e) : A parcel of land in the Northwest quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, in the Solomon Heater Donation Land Claim No. 48, said parcel being more particularly described as follows: Beginning at a point which bears North 00° 05' 20" West 1056.00 feet and North 88° 59' 37" West 1703.44 feet from the Southeast corner of said Donation Land Claim and running thence South 01° 00' 23" West 120.00 feet; thence North 88° 59' 37" West 100.00 feet; thence North 01° 00' 23" East 120.00 feet; thence South 88° 59' 37" East 100.00 feet to the point of beginning.

TOGETHER with:

those portions of vacated Springbrook Road described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 37 by operation of law, if any.

EXCEPTING FROM Parcel 37, that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 38:

SITUATE, lying and being in the County of Yamhill and in the State of Oregon, and being a part of the East Half of the original Donation Land Claim of Solomon Heater, deceased, Notification No. 1471, Claim No. 48, in Township 3 South, Range 2 West of the Willamette Meridian in said County and State, said part being bounded and particularly described as follows, to wit:

BEGINNING at a point 8 chains North and 87 Rods and 8 1/2 feet West of the Southeast corner of said Claim, and running thence West 24 Rods and Three feet; thence North 12 Rods; thence East 24 Rods and Three feet; thence South 12 Rods to the place of beginning.

TOGETHER with:

those portions of vacated Crestview Drive described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 38 by operation of law, if any.

EXCEPTING FROM Parcel 38 that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 39:

A portion of that certain tract of land in Solomon Heater Donation Land Claim No. 48 in the Northwest 1/4 Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described in deed to Lela R. Gulley, recorded March 5, 1937 in Deed Records, Yamhill County, Oregon, said portion being more particularly described as follows:

Commencing at a point on the South line of said Lela R. Gulley tract which bears North 528.00 feet and West 1843.00 feet from the Southeast corner of said Solomon Heater Claim and running thence North 30.00 feet and North 88°58'30" West 122.47 feet to the true point of beginning; thence continuing North 88°58'30" West 75.00 feet to the Easterly right-of-way of Market Road No. 5; thence along said Easterly right-of-way, North 100.00 feet; thence South 88°58'30" East, 75.00 feet; thence South 100.00 feet to the true point of beginning.

TOGETHER with:

those portions of vacated Springbrook Road and Crestview Road described in Exhibit "B" of instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 39 by operation of law, if any.

EXCEPTING FROM Parcel 39, that portion described in Exhibit "A" of instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 40:

Parcels 2 and 3 of PARTITION PLAT 92-62, recorded August 28, 1992 in Film Volume 3, Page 268 record of Plats of Yamhill County, Oregon.

TOGETHER with:

those portions of vacated Crestview Road described in Exhibit "B" of instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 40 by operation of law, if any.

EXCEPTING FROM Parcel 40 that portion described in Exhibit "A" of instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 41:

Being a part of the East half of the original Donation Land Claim of Solomon Heater, Notification No. 1471, Claim No. 48, in Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon, said part being particularly described as follows, to-wit: **BEGINNING** at a point 75 rods West of the Southeast corner of said Claim and running thence North 32 rods; thence West 50 rods; thence South 32 rods; and thence East 50 rods to the place of beginning.

TOGETHER with:

those portions of vacated Crestview Road described in Exhibit "B" of instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 41 by operation of law, if any.

EXCEPT the following described tract: Being a portion of lands described in Book 162, Page 522, Deed Records of Yamhill County, beginning at a point West 1237.5 feet from the Southeast corner of the Donation Land Claim of Solomon Heater and of Jane Heater, his wife, Notification #1471, Claim #48 in Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, measured along the South line of said Claim, and being the Southwest corner of lands conveyed to Harold E. Baurer and Margaret J. Baurer, August 10, 1973, as recorded in Film Volume 95, Page 2120 Deed Records; thence North 0° 13' 16" West 531.36 feet to the Northeast corner of the tract of land described in Book 162, Page 522,

said point being also the centerline of County Road #59; thence North 88° 50' 24" West along the center of said road 17.94 feet; thence South 1° 19' 14" East 531.71 feet; thence South 89° 07' 01" East 8.64 feet to the place of beginning.

ALSO EXCEPTING FROM Parcel 41 that portion described in Exhibit "A" of Instrument October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 42:

Part (a) A tract of land in Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being part of that certain tract of land described as Parcel 1 and Parcel 9 in deed recorded in Film Volume 75, Page 1139, Deed and Mortgage Records, and being more particularly described as follows:

Beginning at an iron rod at the intersection of the West line of said Parcel 9 with the North line of Crestview Drive (formerly County Road); thence South 89° 44' East along said North line and along the South line of said Parcel 1, a distance of 600.24 feet to an iron rod at the most Southerly Southeast corner of said Parcel 1; thence North along the Southerly portion of the East line of said Parcel 1 and its Northerly extension, 375.94 feet to an iron pipe; thence South 89° 53' 40" East, 131.70 feet to an iron pipe at the Southwest corner of a building; thence North 00° 25' 20" East 150.40 feet along the Westerly face of said building to an iron pipe at the Northwest corner of said building; thence North 35° 15' 20" East 124.65 feet to the most Southerly corner of a building as the same is now located as of August 21, 1976; thence North 32° 41' 40" West along the Westerly face of the Easterly building 159.38 feet to the Northerly line of said Parcel 1; thence South 57° 26' West along said Northerly line and the Northerly line of said Parcel 9, a distance of 853.33 feet to an iron rod at the Northwest corner of said Parcel 9; thence South 299.89 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract:

Being a part of the Solomon Heater Donation Land Claim #48, Notification #1471, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; and said part being more particularly described as follows, to-wit:

Beginning at the Southeast corner of that certain tract of land formerly owned by Myrtle Newby, as described in deed recorded in 1928 in Book 99, Page 406, Deed Records; thence North 381.48 feet to the South boundary line of the Southern Pacific Company right of way; thence South 57° 28' West along the South boundary line of said railroad right of way, 101.94 feet; thence South 326.74 feet; thence East 86 feet to the place of beginning.

Part (b):

Being a part of the Solomon Heater Donation Land Claim #48, Notification #1471, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; and said part being more particularly described as follows, to-wit:

Beginning at the Southeast corner of that certain tract of land formerly owned by Myrtle Newby, as described in deed recorded in 1928 in Book 99, Page 406, Deed Records; thence North 381.48 feet to the South boundary line of the Southern Pacific Company right of way; thence South 57° 28' West along the South boundary line of said railroad right of way, 101.94 feet; thence South 326.74 feet; thence East 86 feet to the place of beginning.

FURTHER EXCEPTING from Parts (a) and (b) of Parcel 42 above described the following tract of land:

A tract of land in Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and being more particularly described as follows:

BEGINNING at the Southeast corner of that tract of land described in deed from AUSTIN to HEAD START OF YAMHILL COUNTY, INC., and recorded April 21, 2005, in instrument No.

200508033, Yamhill County Deed Records, said corner being a point on the Northerly margin of Crestview Drive (30 feet from centerline), from which an iron rod set in CSP-5819 bears West 0.72 feet and North 0.28 feet as shown on CS-11478; thence North 00° 02' 12" East 301.41 feet to the Northeast corner of said HEAD START tract, being a point on the Southerly margin of the Southern Pacific Railroad right of way from which as iron rod set in CSP-5819 bears South 59° 47' 56" West 2.60 feet; thence North 57° 12' 17" East 89.26 feet along said Railroad right of way to an iron rod; thence South 00° 02' 12" West 349.80 feet to an iron rod on said Northerly margin of Crestview Drive; thence North 89° 57' 48" West 75.00 feet to the POINT OF BEGINNING.

Part (c):

Part of the Solomon Heater and wife Donation Land Claim No. 48, Notification No. 1471, in Sections 9 and 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the intersection of the South line of the Oregon and California Railroad Company right of way, and the line between the East and West Halves of said Donation Land Claim; thence South along said line between the East and West Halves of said Donation Land Claim 721.1 feet; thence West 387.8 feet; thence South to the North line of county Road; thence West along the North line of said County Road, 516.6 feet to the East line of tract conveyed to Lilah R. Newby by Deed recorded May 7, 1943 in Book 121, Page 573, Deed Records; thence North along said Newby Tract to the South line of said Railroad right of way; thence Northeasterly along said Railroad right of way, 1074.5 feet to the place of beginning.

EXCEPT that portion lying in the County Road. ALSO EXCEPTING THEREFROM that portion conveyed to Yamhill County, by Deed recorded in Film Volume 93, Page 2288, Deed and Mortgage Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to A-DEC, INC., an Oregon corporation in Deed recorded January 7, 1977 as Film Volume 117, Page 477, Deed and Mortgage Records.

Part (d):

Part of the Solomon Heater Donation Land Claim No. 48 in Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows: Beginning at the Northwest corner of land conveyed to Zimri Mills by deed recorded January 25, 1944 in Book 123, Page 429, Deed Records, and on the South line of land conveyed to the Springbrook Packing Company, in deed recorded May 23, 1944 in Book 124, Page 389, Deed Records; thence West along the South line of said Springbrook Packing Company tract, 183.4 feet; thence South parallel with the West line of said Mills tract to the center of the County Road; thence East along the center of the County Road to the Southwest corner of said Mills tract; thence North to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to Yamhill County, Oregon, for road purposes by deed recorded 9-21-1973 in Film Volume 91, Page 462.

Part (e):

Being a part of the Solomon Heater and wife Donation Land Claim, Notification No. 1471, Claim No. 48 in Sections 9 and 16, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, and the part of said Claim hereby conveyed being particularly described as follows, to-wit:

Beginning at the Southeast corner of the Springbrook Packing Company Cooperative's land on the West line of Market Road No. 5; thence West 183.4 feet following the South boundary line of said Springbrook Packing Cooperative land; thence South parallel with said Market Road No. 5 to the center of the County Road as now established; thence East following the center of said County Road 183.4 feet to the West line of said Market Road No. 5; and thence North along the West line of said Market Road No. 5 to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to Yamhill County, Oregon, for road purposes by deed recorded August 30, 1972 in Film Volume 90, Page 2215, Deed and Mortgage Records.

TOGETHER with:

those portions of vacated Springbrook Road and Crestview Road described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 42 by operation of law, if any.

ALSO EXCEPTING FROM parcel 42 that portion described in Exhibit "A" of Instrument October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 43:

Part of the West half of the Solomon Heater Donation Land Claim in Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being further described as follows:

Beginning at an iron pipe set 30 feet South of the Center of Growers Avenue, said point being North 576.54 feet and North 89° 40' West 586.47 feet from the Southeast corner of the West half of said Heater claim; thence North 89° 40' West 90.68 feet to an iron pipe; thence South 234.23 feet to an iron pipe; thence South 89° 40' East 90.68 to an iron pipe; thence North 234.23 feet to the place of beginning, said tract also being Parcel 3 of CSP No. 6116.

Parcel 44:

Part of the West half of the Solomon Heater Donation Land Claim No. 48 in Section 16, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows:

Beginning at a point that is 9.19 chains North and 495.79 feet North 89° 40' West from the Southeast corner of the West half of said Claim No. 48; thence North 89° 40' West 90.68 feet; thence South parallel with the East line of that tract described in Contract of Sale recorded November 12, 1974, in Film Volume 102, Page 1990, Deed and Mortgage Records of Yamhill County 264.23 feet to a point on the North line of that tract conveyed to E. C. Green, et ux, by deed recorded December 20, 1943, in Book 123, Page 258, Deed Records; thence South 89° 40' East along said North line 90.68 feet; thence North parallel with the East line of that tract described in Contract of Sale recorded November 12, 1974 in Film Volume 102, Page 1990, Deed and Mortgage Records 264.23 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to Yamhill County by deed recorded August 30, 1972 in Film Volume 90, Page 2219, Deed and Mortgage Records of Yamhill County, Oregon.

Parcel 45:

A tract of land situated in the Northwest Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at an iron rod that is North 606.62 feet North 89°40' West 138.16 feet and South 30 feet from the Southeast corner of the West half of the Solomon Heater Donation Land Claim, and the true point of beginning; thence South 54 feet to an iron rod; thence South 89°40' East 12.36 feet to an iron rod; thence South 37.48 feet to a 5/8" iron rod; thence North 89°40" West 89.36 feet to an iron rod; thence North 91.4 feet to a 5/8" iron rod; thence South 89°40' East 77.0 feet to the true point of beginning.

EXCEPTING THEREFROM that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 46:

A tract of land situated in the Northwest ¼ of Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows: Beginning at an iron rod that is North 606.62 feet, North 89° 40' West 138.16 feet and South 30 feet from the Southeast corner of the West ½ of the Solomon Heater Donation Land Claim, THE TRUE POINT OF BEGINNING; thence South 54 feet to an iron rod; thence South 89° 40' East 12.36 feet to an Iron rod; thence South 37.48 feet to an iron rod; thence South 89° 40' East 95.80 feet to an iron rod; thence North 91.48 feet to an iron rod; thence North 89° 40' West 108.16 feet to an iron rod and the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 47:

Part (a):

A tract of land situated in the Northwest Quarter of Section 16, 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 North 606.62 feet, North 89°40' West, 405.11 feet and South 30 feet from the Southeast corner of the West half of the Solomon Heater Donation Land Claim; thence South 82.23 feet; thence South 89°40' East 94.95 feet (passing an iron rod at 5 feet) to an iron rod; thence North 82.23 feet to an iron rod; thence North 89°40' West 94.85 feet (Passing an iron rod to 89.95 feet) to the place of beginning.

Part (b):

An undivided 1/5 interest in the following property:

A tract of land situated in the Northwest Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon more particularly described as follows:

Beginning at an iron rod that is North 606.62 feet, North 89°40' West, 285.16 feet and South 30.00 feet from the Southeast corner of the West half of the Solomon Heater Donation Land Claim and the true point of beginning; thence North 89°40' West, 25.00 feet to a 5/8 inch iron rod; thence South 164.23 feet to a 5/8 inch iron rod; thence South 89°40' East, 25.00 feet; thence North 164.23 feet to the true point of beginning.

Parcel 48:

A tract of land situated in the Northwest Quarter of Section 16, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at an Iron rod that is North 606.62 feet, North 89°40' West 215.16 feet and South 30.0 feet from the Southeast corner of the West half of the Solomon Heater Donation Land Claim, and the true point of beginning; thence South 117.00 feet to an 1/2" iron rod; thence North 89°40' West 70.00 feet to a 5/8" iron rod; thence North 117.00 feet to a 5/8" iron rod; thence South 89°40' East 70 feet to the true point of beginning.

Parcel 49:

Being a part of the Donation Land Claim of Solomon Heater and Jane Heater, his wife,

Notification No. 1471, Claim No. 48 in Sections 8, 9, 16 and 17 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly bounded and described as follows, to-wit:

Beginning at a point 26.72 chains North of the Quarter post on line between Sections 16 and 17 of said Township and Range; thence West 11.61 chains; thence North 18.063 chains; thence East 13.84 chains; thence South 18.063 chains; thence West 2.23 chains to the place of beginning.

TOGETHER with:

those portions of vacated Crestview Road, Aspen Way and Mountainview Drive described in Exhibit "B" of Instrument recorded October 10, 2006, Instrument No. 200623296, records of Yamhill County, Oregon, which inure to the above described Parcel 49 by operation of law, if any.

EXCEPT that portion of the premises lying South of the North boundary of the Southern Pacific Railroad right of way.

ALSO EXCEPT that portion described in instrument recorded May 22, 1989 in Film Volume 0232, Page 0780, records of Yamhill County, Oregon.

ALSO EXCEPTING THEREFROM that portion described in Exhibit "A" of Instrument recorded October 25, 2006, Instrument No. 200624511, and recorded October 27, 2006, Instrument No. 200624726, records of Yamhill County, Oregon

Parcel 50:

Parcel 3, PARTITION PLAT 2003-30, recorded December 3, 2003, Instrument No.: 200330511, records of Yamhill County, Oregon.

Parcel 51:

(Intentionally deleted)

Parcel 52:

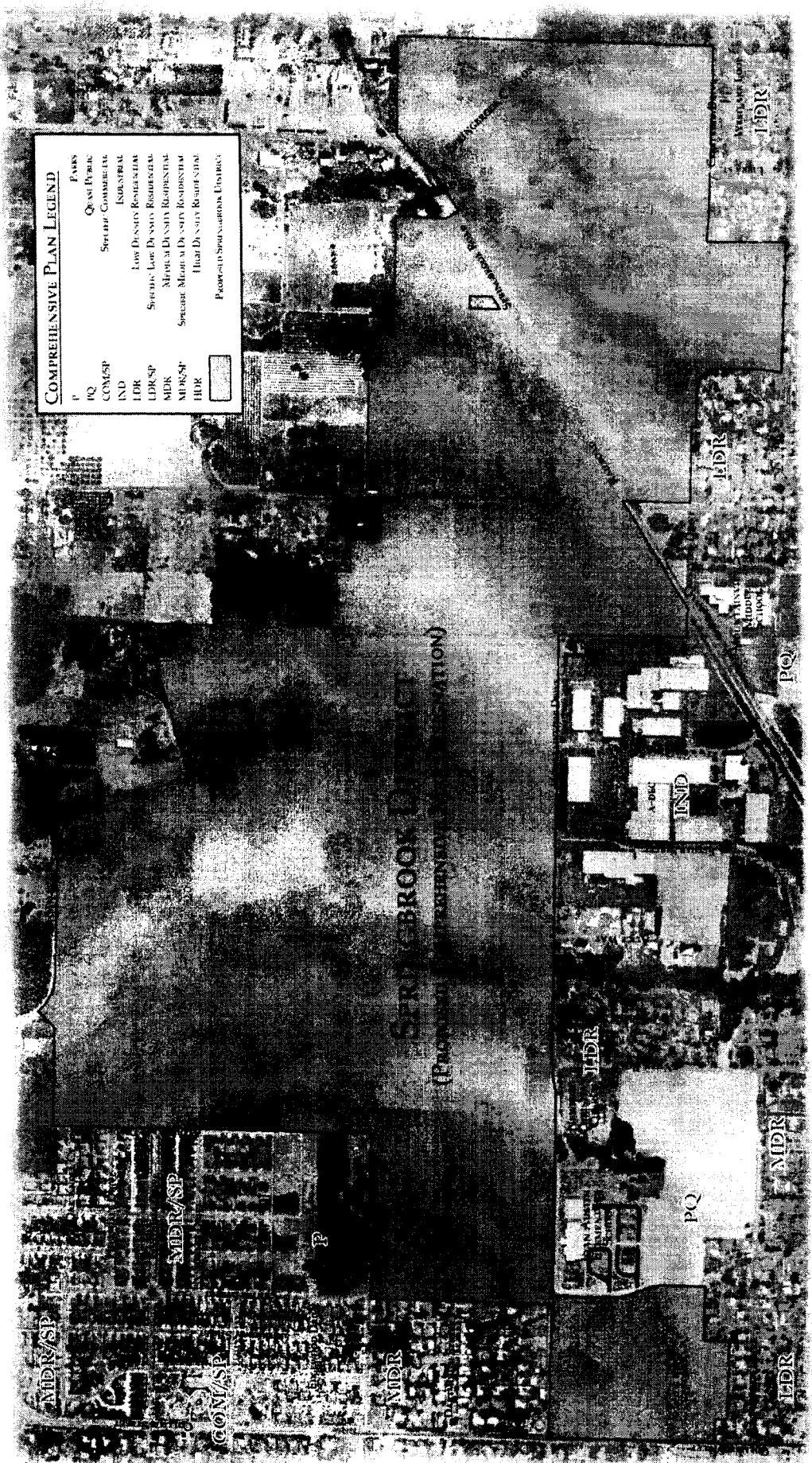
Part of the Oliver J. Walker Donation Land Claim in Section 18, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at a point 4 rods West of the Section line between Sections 17 and 18 in said Township and Range, and 96 rods North of the South line of said Claim; thence North 160 feet to the TRUE point of beginning, which point is also the Northeast corner of that tract conveyed to Carl Johnson and Anna Johnson, by Deed recorded 11-30-53 in Book 171, Page 657, Deed Records; thence North 170 feet to the South line of that tract of land conveyed to Gordon J. Manary and Ruth H. Manary, by Deed recorded 1-7-47 In Book 140, Page 22, Deed Records; thence West along the South line of said Manary Tract 630 feet to the East line of the County Road; thence South 170 feet to the Northwest corner of said Johnson Tract; thence East along the North line of said Johnson Tract 630 feet to the TRUE point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission by Deed recorded 4-12-58 in Book 180, Page 468, Deed Records.

AND FURTHER EXCEPTING that portion conveyed to Chester W. Emmert, et ux, by Deed recorded 5-20-59 in Film Volume 5, Page 216, Deed and Mortgage Records for Yamhill County, Oregon.

SPRINGBROOK



COMPREHENSIVE PLAN LEGEND

P	PARKS
PQ	Quest Parks
COM/SP	Special Commercial
IND	INDUSTRIAL
LDR	Low Density Residential
LDR/SP	Special Low Density Residential
MDR	Medium Density Residential
MDR/SP	Special Medium Density Residential
HDR	High Density Residential
	Protect to State/County Ordinance

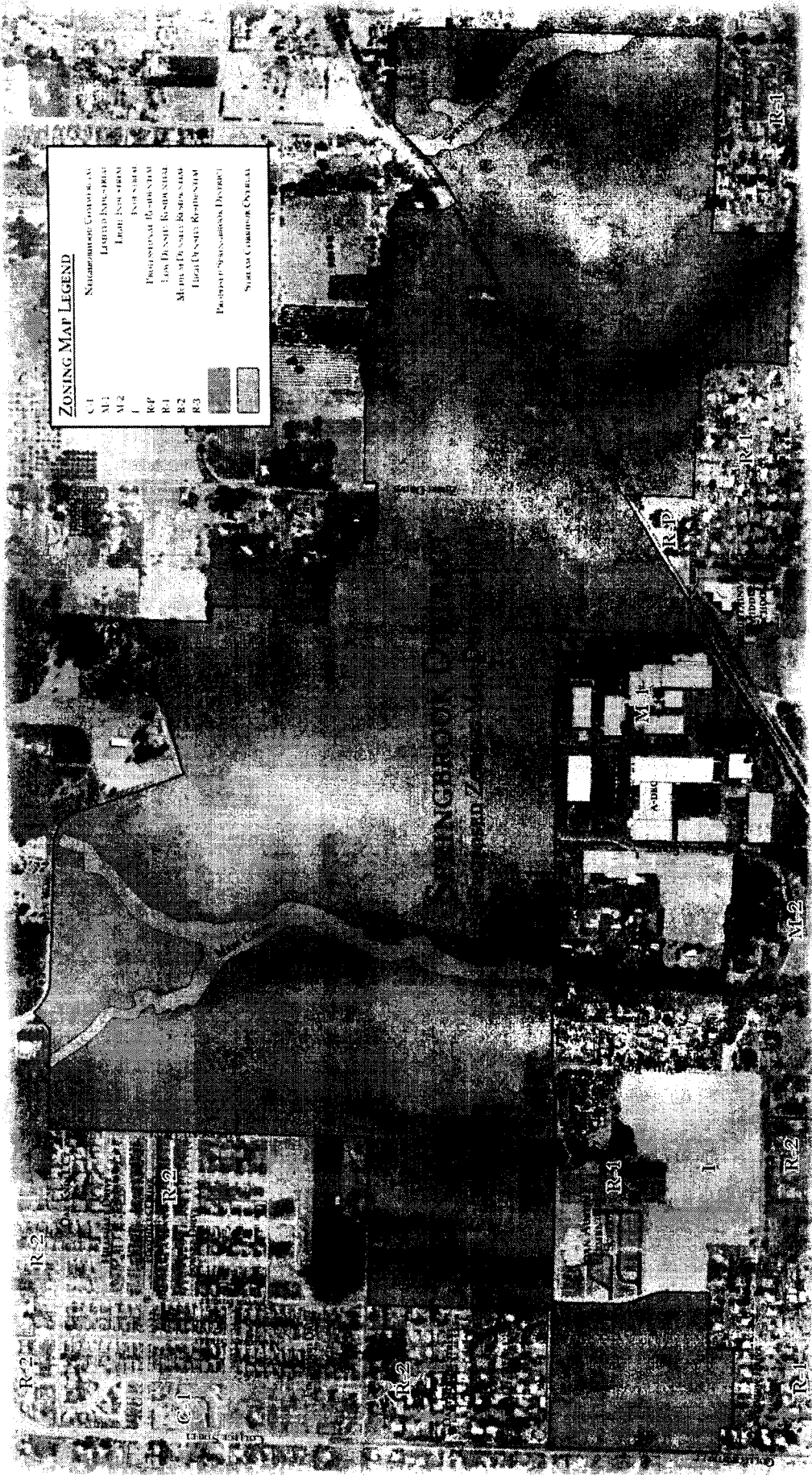


Exhibit B
Comprehensive Plan
Designation And
Zoning Designations
(Total pages - 2)

COMPREHENSIVE PLAN MAP AMENDMENT

330144

WATERBURY BROOK



ZONING MAP LEGEND

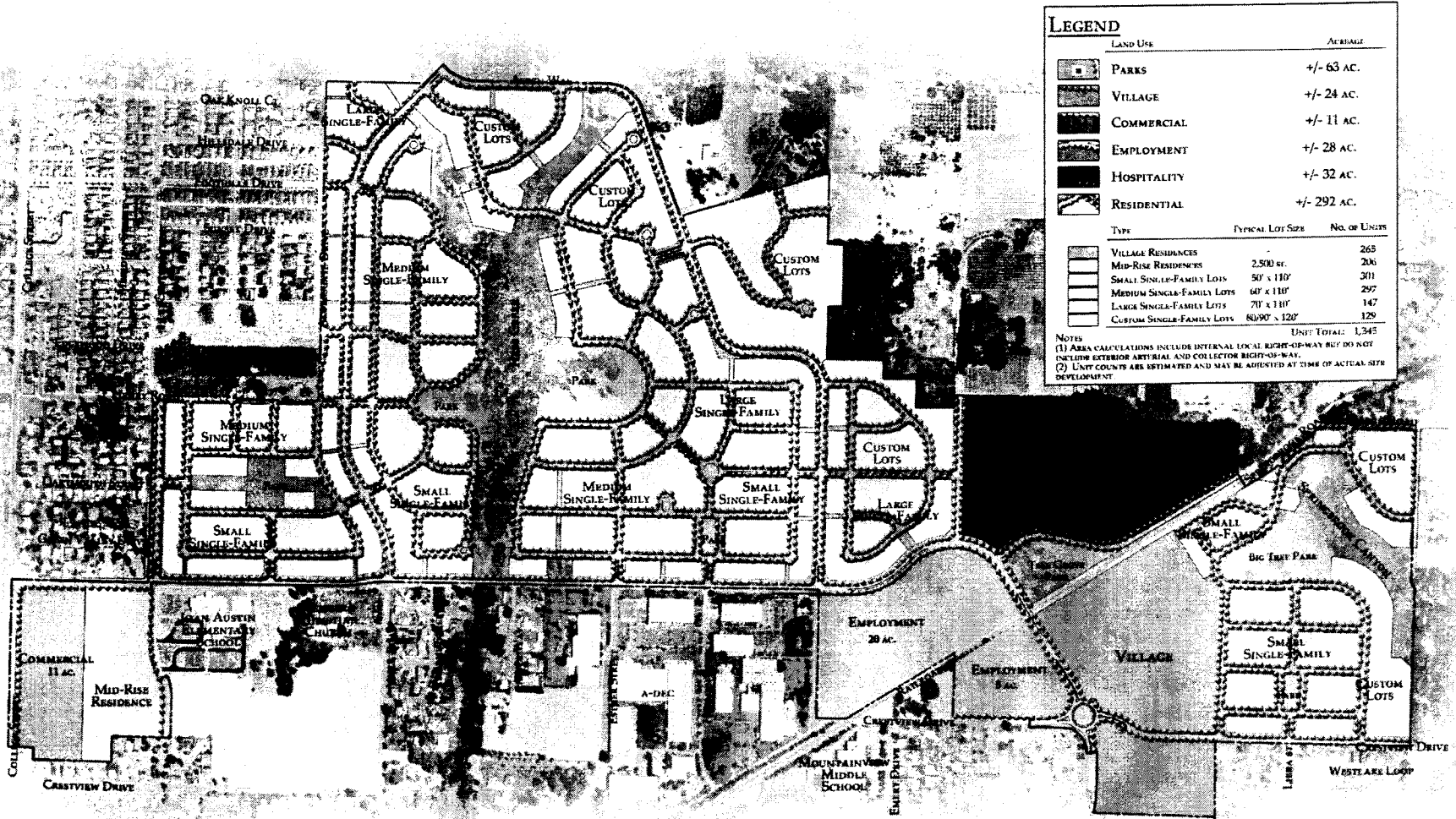
C-1	Neighborhood Commercial
M-1	Light Industrial
M-2	Light Industrial
I	Industrial
RP	Professional Residential
R-1	Low Density Residential
R-2	Medium Density Residential
R-3	High Density Residential
	Waterbury (Incorporated District)
	Statewide Commercial District

ZONING MAP AMENDMENT



34/44

CONCEPTUAL MASTER PLAN



LEGEND

LAND USE	ACREAGE
PARKS	+/- 63 AC.
VILLAGE	+/- 24 AC.
COMMERCIAL	+/- 11 AC.
EMPLOYMENT	+/- 28 AC.
HOSPITALITY	+/- 32 AC.
RESIDENTIAL	+/- 292 AC.

TYPE	TYPICAL LOT SIZE	NO. OF UNITS
VILLAGE RESIDENCES	2,500 sq.	265
MID-RISE RESIDENCES		206
SMALL SINGLE-FAMILY LOTS	50' x 110'	301
MEDIUM SINGLE-FAMILY LOTS	60' x 110'	297
LARGE SINGLE-FAMILY LOTS	70' x 110'	147
CUSTOM SINGLE-FAMILY LOTS	80/90' x 120'	129
		UNIT TOTAL: 1,345

NOTES
 (1) AREA CALCULATIONS INCLUDE INTERNAL LOCAL RIGHT-OF-WAY BUT DO NOT INCLUDE EXTERIOR ARTERIAL AND COLLECTOR RIGHT-OF-WAY.
 (2) UNIT COUNTS ARE ESTIMATED AND MAY BE ADJUSTED AT TIME OF ACTUAL SITE DEVELOPMENT.

CONCEPTUAL MASTER PLAN

Exhibit C
 Master Plan
 (Total pages - 1)



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Exhibit D
Text Amendments
(Total pages – 3)

Springbrook Development Agreement
Text Amendments to the Newberg Development Code

Section 1: Newberg Development Code Part 11, Springbrook District, shall be replaced with the following:

Part 11. SPRINGBROOK DISTRICT (SD)

151.425 DESCRIPTION AND PURPOSE.

(A) The Springbrook District is intended to provide for a mixture of residential uses, commercial uses, hospitality/public uses, and light industrial uses. This mixture will provide for flexibility and innovation in design.

(B) This section serves as a roadmap for development applications within the Springbrook District. This section explains the relationship between the Springbrook Master Plan document and the Newberg Development Code. Applicants should use this section as a starting point and a guide to determine the applicable procedures and standards for development within the Springbrook District.

151.426 ADOPTION OF SPRINGBROOK MASTER PLAN.

Development within this zone shall be governed by a master plan approved and accepted by the City Council which ensures internal compatibility of uses and activities as well as compatibility with adjacent uses. Development within the Springbrook District shall follow the applicable standards set forth in sections 151.425 through 151.431, and those standards set forth in the “Development Standards Matrix” in the Springbrook Master Plan.

151.427 CONFLICT BETWEEN THE MASTER PLAN AND THE NEWBERG DEVELOPMENT CODE.

Except as expressly modified by the Springbrook Master Plan, the standards of the Newberg Development Code shall apply. In the case of a conflict between the Springbrook Master Plan (as implemented through this code) and the Newberg Development Code, the Springbrook Master Plan shall supersede.

151.429 REVIEW PROCESS.

Proposed development applications and land divisions within the Springfield District shall follow the established City of Newberg approval process, as set forth below:

(A) Site Design Review

- (1) **Applicability:** All new development proposals are subject to the Type I and II Site design Review procedures set forth in the City of Newberg Development Code § 151.191.
- (2) **Requirements:** Development proposals subject to Site Design Review shall follow the application requirements set forth in Newberg Code § 151.192
- (3) **Criteria:** All proposals subject to Site Design Review are subject to the criteria set forth in the Newberg Development Code, subject to the

exceptions set forth in the "Development Standards Matrix" in the Springbrook Master Plan.

- a) All multi-unit residential development shall follow the standards set forth in Newberg Development Code § 151.195.
- b) The requirements of the Newberg Development Code § 151.196 through § 151.197 (Additional requirements for Development in the C-2 and C-3 Districts) shall not apply to development within the Hospitality or Village Districts.

(B) Land Division:

(1) Applicability: All Land Division proposals will follow the Type II procedure identified in the Newberg Development Code § 151.022.

(2) Requirements & Criteria:

- i. Partition applications shall meet the criteria set forth in Newberg Development Code § 151.241.1 through § 151.241.2, Type II process and criteria.
- ii. Subdivision applications shall meet the criteria set forth in Newberg Development Code § 151.242.1 through § 151.242.2, Type II unless otherwise set forth in the "Development Standards Matrix" in the Springbrook Master Plan with the following exceptions:
 - 1. Subdivisions within the Springbrook District are subject to the lot area and dimensional requirements set forth in the Springbrook Master Plan.
 - 2. Subdivisions within the Springbrook District are not subject to development standards otherwise administered by the Site Design Review process in this section.

151.430 CERTIFICATION OF COMPLIANCE WITH SPRINGBROOK DESIGN GUIDELINES HANDBOOK.

Development proposals within the Springbrook District shall meet the private standards established by the property owner. Due to the special nature and coordinated approach of the Springbrook District, it is expected that such design standards will far exceed those that would otherwise be required for development. The applicant shall submit the design guidelines for City review and acceptance. The Director may require modifications to the handbook prior to acceptance. After acceptance, the applicant shall provide written documentation to the City of Newberg demonstrating that each standard has been met. Compliance will be certified by the review authority through the Type I administrative process. The certification process shall exclude requirements of the City of Newberg Development Code and Comprehensive Plan. Conditions shall not be placed on certification approvals required by this subsection.

151.431 MODIFICATIONS TO THE MASTER PLAN.

(A) The following modifications to the Master Plan shall follow the Type I administrative procedure identified in the Newberg Development Code § 151.021.

- a. Land Use District boundary modifications prior to development within that phase of no more than 1 acre that adjust the boundary no more than 50 feet.

(B) The following modifications to the Master Plan shall follow a Type II procedure identified in the Newberg Development Code § 151.022

- a. Land Use District boundary modifications prior to development within that phase greater than 1 acre and less than 5 acres that adjust a boundary no more than 100 feet.

- b. Modifications to the "Trip Cap" established with approval of the Master Plan
- (C) The following modifications to the Master Plan shall follow a Type III procedure identified in the Newberg Development Code § 151.022.
 - a. Modifications other than those noted above
 - b. Modifications to the Springbrook District Boundary.

Section 2: Newberg Development Code § 151.256 (Development Agreement Duration) shall be modified as follows:

§ 151.256 DURATION; CONTENT.

- (A) The agreement shall specify the duration of the agreement, which may not exceed fifteen years. The agreement may specify when construction will begin, when phases will be completed, and what extension opportunities are available.

**Springbrook Development Agreement
Text Amendments to the Newberg Comprehensive Plan**

Section 1: Newberg Comprehensive Plan Part 11, Springbrook District, shall be replaced with the following:

11. Springbrook District (SD)

The objective of this designation is to provide a compatible mixture of residential, hospitality/public, commercial, and industrial uses, governed by a master development plan. Residential uses will be primarily single-family dwellings and multi-plexes. Hospitality/public uses will be hotels and recreational facilities. Light industrial uses which are compatible with the general character of the area are also permitted. Proposals for development shall be consistent with the master plan and the availability of services, and should not adversely impact existing or potential development of adjacent lands.

**Exhibit E
Subdivision Plan
(Total pages – 2)**

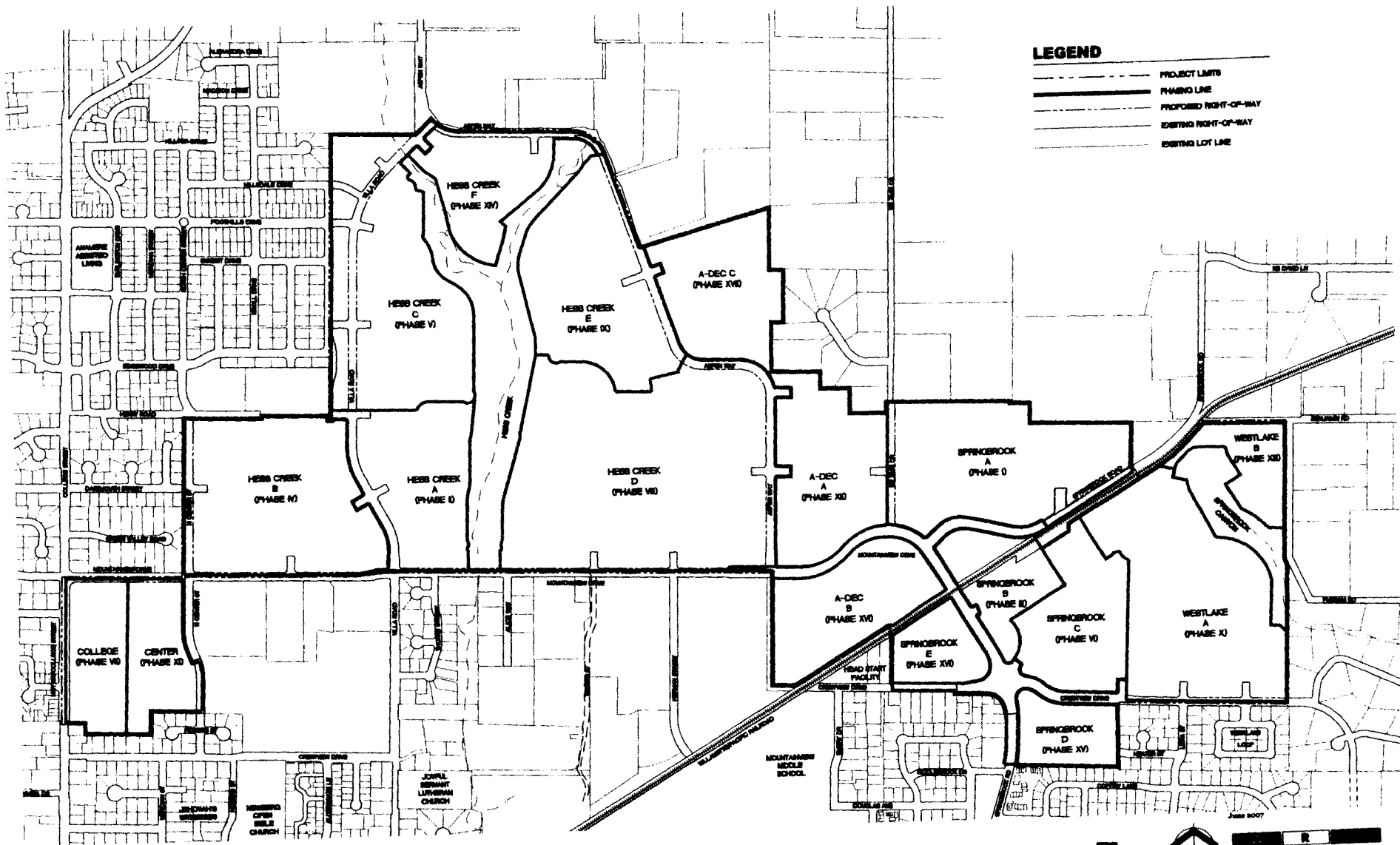
**Conceptual Distribution and Timing of Development
within the Springbrook District**

Phase	Proposed Development	Location
Phase I	Hotel with 86 rooms, 11,000 square-foot spa, a 4,000 square-foot restaurant and a 16,000 square-foot meeting facility.	Springbrook A
Phase II	70 residential lots	Hess Creek A
Phase III	62,508 square feet of retail*	Springbrook B
Phase IV	137 residential lots	Hess Creek B
Phase V	138 residential lots**	Hess Creek C
Phase VI	62,508 square feet of retail* & 162 Townhomes	Springbrook C
Phase VII	169,884 square feet of retail*	College
Phase VIII	209 residential lots	Hess Creek D
Phase IX	87 residential lots	Hess Creek E
Phase X	94 residential lots	Westlake A
Phase XI	180 Dwellings	Center
Phase XII	65 residential lots	A-Dec A
Phase XIII	13 residential lots	Westlake B
Phase XIV	37 residential lots	Hess Creek F
Phase XV	62,508 square feet of retail*	Springbrook D
Phase XVI	696,960 square feet of employment uses	A-dec B & Springbrook E
Phase XVII	14 residential lots	A-dec C

*Square footage shown represents the total amount of retail use expected within the Village Land Use District. This analysis assumed an equal distribution between the three (3) individual phases. This is not intended to identify the exact phase and location of all the proposed retail within the Village Land Use District. The retail development within the Village Land Use District is anticipated to be comprised of up to 187,525 square feet. The design and layout has not yet been finalized, as such the information provide above is merely an estimate.

**This area includes 23 lots that are proposed for creation with the current subdivision application.

Note: Residential lot counts shown are conceptual and do not represent the actual development that may occur on-site. Actual lotting patterns shall be determined through subsequent review by the City of Newberg.



Springbrook Master Subdivision

Newberg, Oregon



Phasing Plan - C11.0

h h f e t

Springbrook Development Agreement
Exhibit D-1

Reimbursable Water System Improvements		
RN	Phase	Improvement
1-W	Phase I	Zimri 24-inch (925 lf)
2-W	Phase I	Springbrook 12-inch (900 lf)
3-W	Phase II	Villa 24-inch (1,300 lf)
4-W	Phase II	Mountainview 24-inch (700 lf)
5-W	Phase V	Villa 24-inch (2,400 lf)
6-W	Phase VIII	Aspen 12-inch (2,000 lf)
7-W	Phase VIII	Mountainview 24-inch (2,200 lf)
8-W	Phase IX	Aspen 12-inch (1,700 lf)
9-W	Phase XIV	Aspen 12-inch (1,400 lf)

Reimbursement/Credit Methodology: Oversizing reimbursements shall be in accordance with City policies.

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Springbrook Development Agreement
Exhibit D-2

Reimbursable Sanitary Sewer System Improvements		
RN	Phase	Improvement
1-SS	Phase I	Springbrook Corridor: improvements (1,500 lf)
2-SS	Phase II	Hess Corridor: improvements (1,800 lf)

Reimbursement/Credit Methodology: Oversizing reimbursements shall be in accordance with City policies.

Springbrook Development Agreement
Exhibit D-3

Reimbursable Stormwater System Improvements		
RN	Phase	Improvement
1-SW	Phase I	Springbrook road corridor (Replace 800 lf)
2-SW	Phase I	Springbrook road corridor improvements CIP #S4 (231 lf)
3-SW ¹	Phase I	Railroad stormwater line bore
4-SW	Phase I	Zinn storm line (925 lf)
5-SW	Phase I	Springbrook storm line (900 lf)
6-SW ¹	Phase I	Detention/Water quality (7,200 sf)
7-SW	Phase II	Villa storm line (1,300 lf)
8-SW	Phase II	Mountainview storm line (700 lf)
9-SW	Phase II	Water quality swale (1,661 sf)
10-SW ²	Phase III	Detention/Water quality (142,000 cf)
11-SW	Phase IV	Mountainview storm line (925 lf)
12-SW	Phase IV	Water quality and flow control (38,000 cf)
13-SW	Phase V	Villa storm line (2,400 lf)
14-SW	Phase V	Water quality swales (4,240 sf)
15-SW	Phase VI	Crestview storm line (900 lf)
16-SW ³	Phase VII	Water quality and flow control (34,000 cf)
17-SW	Phase VIII	Aspen storm line (2,500 lf)
18-SW	Phase VIII	Mountainview storm line (2,200 lf)
19-SW	Phase VIII	Water quality swale (7,500 sf)
20-SW	Phase IX	Aspen storm line (1,100 lf)
21-SW	Phase IX	Water quality swales (6,600 sf)
22-SW	Phase X	Water quality swale (6,600 sf)
23-SW ⁴	Phase XII	Detention/Water quality (35,000 cf)
24-SW	Phase XIII	Water quality swale (1,200 sf)
25-SW	Phase XIV	Aspen storm line (900 lf)
26-SW	Phase XIV	Water quality swales (2,670 sf)
27-SW ⁵	Phase XVI	Detention/Water quality

Reimbursement/Credit Methodology: Oversizing reimbursements shall be in accordance with City policies. Water quality and detention features serving only the Springbrook area are not a reimbursable cost.

¹Note: The applicant will either have to complete 3-SW or upsize the improvement 6-SW from 7,200 square feet to 10,000 square feet. The improvements are currently under review.

²Note: The applicant will either complete 10-SW or complete CIP #S-10 and Improvement #2

³Note: The applicant will either complete 16-SW or complete CIP #H10 and Improvement #3

⁴Note: The applicant will either complete 23-SW or complete CIP #H13

⁵Note: The applicant shall either complete 27-SW or complete CIP#S6

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Springbrook Development Agreement
Exhibit D-4

Reimbursable Transportation System Improvements		
RN	Phase	Improvement
1-T	Phase I	Zimri 3/4 street improvement (925 lf)
2-T	Phase I	Springbrook full street improvement (900 lf)
3-T	Phase II	Villa full street improvement (1,300 lf)
4-T	Phase II	Mountainview 3/4 street improvement (700 lf)
5-T	Phase II	Mountainview Dip sight distance improvement
6-T	Phase III	Crestview street improvement (1,700 lf)
7-T	Phase III	Haworth at Springbrook signalized intersection
8-T	Phase IV	Mountaview 3/4 street improvement (1,600 lf)
9-T	Phase V	Villa full street extension (2,400 lf)
10-T	Phase V	Villa Hess Creek Crossing
11-T	Phase V	Villa South Offsite full street improvement (1,637 lf)
12-T	Phase VII	College 3/4 street improvement (1,100 lf)
13-T	Phase VII	Mountainview 1/2 street improvement (450 lf)
14-T	Phase VII	College at Mountainview Northbound Right Turn Lane
15-T	Phase VII	College at E. Hancock Southbound Right Turn Lane
16-T	Phase VIII	Mountainview 3/4 street improvement (2,200 lf)
17-T	Phase VIII	Aspen full street improvement (2,200 lf)
18-T	Phase VIII	Aspen 3/4 street improvement (600 lf)
19-T	Phase IX	Aspen 3/4 street improvement (1,700 lf)
20-T	Phase XI	Center 3/4 street improvement (1,218 lf)
21-T	Phase XI	Mountainview 1/2 street improvement (450 lf)
22-T	Phase XII	Zimri 1/4 street improvement (925 lf)
23-T	Phase XIII	Putnam 3/4 street improvement (Local street - not reimburseable)
24-T	Phase XIII	Benjamin 3/4 street improvement (Local street - not reimburseable)
25-T	Phase XIV	Aspen 3/4 street improvement (1,400 lf)
26-T	Phase XIV	Hess Creek Crossing (local)
27-T	Phase XIV	Aspen Hess Creek Crossing
28-T	Phase XV	Crestview 1/4 street improvement (550 lf)
29-T	Phase XVI	Crestview 3/4 street improvement (700 lf)
30-T	Phase XVI	Mountainview 1/4 street improvement (1,700 lf)
31-T	Phase XVI	Mountainview at Villa signalized intersection
32-T	Phase XVI	Mountainview at Aspen signalized intersection
33-T	Phase XVII	Aspen 1/4 street improvement (1,000 lf)

Reimbursement/Credit Methodology: Reimbursement for Intersection projects identified above shall be the sum of the land cost for right-of-way or easements, the construction costs, and the design costs. The land cost is equal to the Real Market Value of the land. The reimbursable construction costs shall be equal to 100% of the construction costs. Reimbursable Design and Construction Management costs are equal to 15% of the total project cost.

Reimbursement for Street Improvement projects identified above shall be the sum of the land cost, the oversized component of the facility and design costs. The land cost is equal to the Real Market Value of the land. Reimbursable construction costs shall be equal to the difference in cost between constructing the identified improvement and a "local street". Reimbursable Design and Construction Management costs are equal to 15% of the total project cost.

Note: The analysis is based on preliminary warrants and anticipated phasing. Updated traffic analysis will be conducted prior to improvement construction.

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