



# TYPE II APPLICATION – LAND USE

File #: DR223-0001

**TYPES – PLEASE CHECK ONE:**

- Design review
- Tentative Plan for Partition
- Tentative Plan for Subdivision
- Type II Major Modification
- Variance \_\_\_\_\_
- Other: (Explain) \_\_\_\_\_

**APPLICANT INFORMATION:**

**APPLICANT:** GEORGE FOX UNIVERSITY

ADDRESS: 414 N. MERIDIAN ST. CITY: NEWBERG STATE: OR ZIP: 97132  
 EMAIL ADDRESS: dschutter@georgefox.edu PHONE: 503-554-2014 MOBILE: 503-317-5614

**OWNER** (if different from above): \_\_\_\_\_ PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: OR ZIP: \_\_\_\_\_

**ENGINEER/SURVEYOR:** \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

**GENERAL INFORMATION:**

PROJECT LOCATION: 1515 N. Portland Rd. PROJECT VALUATION: \$ 513.563 \*\*  
 PROJECT DESCRIPTION/USE: TI (plus build out of 1775 sq. ft. in basement) total building gross area incl. basement 6750 sq. ft.  
 MAP/TAX LOT NO. (i.e. 3200AB-400): R3220BA-00402 SITE SIZE: 1.3 SQ. FT.  ACRE   
 COMP PLAN DESIGNATION: tax lot 402 is I CURRENT ZONING: I  
 CURRENT USE: Medical Clinic = Providence Sleep Center  
 SURROUNDING USES: **\*\* Project Valuation based on 1/2 the tabulated new construction valuation for Group B type V-B (pg. 5) in the Newberg Permit Fee document \$164.34/2x6750 sq. ft.**  
 NORTH: C-2 Attrell's and I George Fox Univ. SOUTH: C-2 Portland Rd. / Hwy 99W  
 EAST: C-2 Thai the Knot Resturant and Newbergundian Bistro WEST: C-2 Medici Commercial Bldg. and I George Fox Univ.

**ATTACHED PROJECT CRITERIA AND REQUIREMENTS (check all that apply)**

- General Checklist:**  Fees  Public Notice Information  Current Title Report  Written Criteria Response  Owner Signature  
 2 Copies of full Application Packet

For detailed checklists, applicable criteria for the written response, and other requirements per application type, turn to:

Design Review .....	p. 13
Partition Tentative Plat .....	p. 15
Subdivision Tentative Plat .....	p. 17
Variance Checklist .....	p. 20
Short-term Rental .....	p. 22

The Application Packet can be submitted to [Planning@newbergoregon.gov](mailto:Planning@newbergoregon.gov) or at 414 E First St., Newberg OR. 97132  
 If the Application is emailed 2 physical copies must be mailed or brought into the Community Development Department

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

Dan Schutter 3/8/2023  
 Applicant Signature Date

Jeremiah Horton 3.8.2023  
 Owner Signature Date

Dan Schutter  
 Print Name

Jeremiah Horton  
 Print Name

# DESIGN REVIEW CRITERIA RESPONSE

TYPE 2 - DESIGN REVIEW

For

George Fox University Clinic Renovation

1515 Portland Road,  
Newberg OR 97132

Tax. Lot R3220BA 00400, 401, 402, 300, 301

March 8, 2023



**GEORGE FOX**  
UNIVERSITY

414 N. Meridian Street  
Newberg, OR 97132-2697  
Contact: Dan Schutter  
Associate Director, Physical Plant  
503.554.2014 dschutter@georgefox.edu

## **Table of Contents**

	<u>page</u>
Project Description	2 - 3
Criteria Response	3 - 8
Other (Scope of work)	9
Exhibits:	
A – Proposed Site Plan	
B – Recorded Instrument 200324281	
C - Recorded Instrument 200409204	
D - Recorded Instrument Film 241 P 0786	
E - Recorded Instruments 200324282 and Film 236 P1807	
Site Plan - Proposed	A 101
Demo Floor Plan	A 201
Proposed Floor Plan	A 202
Proposed Elevations	A 301

### **PROPOSED PROJECT DESCRIPTION**

This proposed project involves renovating single story medial office building with a basement located at 1515 Portland Rd. This building was previously used as a sleep study center by Providence health providers and is being renovated to provide medical and mental health Clinical Services provided by Providence medical services along with educational and instructional training provided by George Fox University for its Behavioral Health Sciences Students (aka practicum instruction). The proposed work involves renovating the existing offices to create a more sound-secure environment, along with the addition of exam rooms, treatment spaces, additional offices, and a waiting/reception area. The proposed work also includes building out the basement storage area to create more private offices for educational training with access through a new interior stair and elevator.

The addition of two large and five short transom windows and the replacement of an existing exterior entrance door, all on the lower level of the west elevation, and a new face for the existing pedestal sign located adjacent to the Portland Road Frontage are the only exterior changes currently proposed.

The main floor would be transitioning from a I-2 use group to a B use group as a physician's office for use by providence and a team of medial professionals. The existing basement storage space will also be built out as a B use group with the addition of 775 sf of offices and vertical circulation. The basement space will be used exclusively by George Fox University for student training as a learning environment.

All exterior signage will be updated to reflect the change in use. An upgraded power supply will be needed to supply the emergency lighting and the elevator which will be run using the existing utility trench and to the existing vault near the building entrance.

The building is located on tax lot 3220BA-00402, on the north side of 99W/Portland Rd. The site encapsulates the nearby tax lots 300, 301, 400, and 401, all owned by George Fox University, which are used for site access and circulation, parking and a trash enclosure. It should be noted that tax lots 300 and 301 are zoned C-2 per the Newberg Interactive zoning map, and lots 400, 401 and 402 are listed as Institutional. The adjoining business located to the east of this site, Newbergundian Bistro on lot 100 and Thai the Knot restaurant located on lot 200, are both listed on the interactive map as C-2 but the business to the west, the Medici building with Sub Terra Kitchen and Cellar on the lower level and several businesses located on the upper level, located on lot 500 is listed on the interactive map as Institutional. The business located to the northeast, Attrell's Funeral Chapel, located on tax lot 3220CD-06700 is listed on the Interactive map as Institutional. All properties on this block, whether zoned Institutional or Commercial are within the Institutional overlay (I-O) zone.

The existing parking lot located on the George Fox owned parcels has 60 total spaces including 2 marked ADA spaces. Many of these spaces have in the past been posted or marked for patient or other specific designated parking but the current plan is to returned these to regular unmarked parking spaces. There have been numerous agreements down through the years between the various adjoining property owners concerning non-exclusive parking privileges but it appears the most recent recorded documents allow for non-exclusive right to vehicular access and parking in the parking lot located on tax lots R3220BA-0300, 0301, and 0400 for the adjacent businesses located at 1505 E. Portland Rd. (aka the Medici building) and 201 N. Villa Rd. (Tie the Knot Restaurant). Reference Attached Exhibit A. See section 2 below for more detail concerning parking.

## **CRITERIA RESPONSE**

1. Design Compatibility. The proposed design review request incorporates an architectural design which is compatible with and/or superior to existing or proposed uses and structures in the surrounding area. This shall include, but not be limited to, building architecture, materials, colors, roof design, landscape design, and signage.

Response: There are no proposed changes in the exterior architectural design, materials, colors, roof design, or landscape design. The existing use is and has been a medical clinic and it will remain a medical clinic. The existing signage will receive a face lift to reflect the name of the new services but the size and sign structure will remain unchanged.

2. Parking and On-Site Circulation. Parking areas shall meet the requirements of NMC 15.440.010. Parking studies may be required to determine if adequate parking and circulation are provided for uses not specifically identified in NMC 15.440.010. Provisions shall be made to provide efficient



and adequate on-site circulation without using the public streets as part of the parking lot circulation pattern. Parking areas shall be designed so that vehicles can efficiently enter and exit the public streets with a minimum impact on the functioning of the public street.

Response: There are no proposed changes to the on-site parking lots or driveways. The existing driveways entering the parking lot, one from Villa Road and the other from State highway 99W (south bound lane only) will remain unchanged. The existing parking lot located on George Fox University property has 60 parking spaces including 2 ADA spaces. The proposed project requires 24 parking spaces (3.5 spaces per 1000 sq. ft. gross building area x 6750 gross sq. ft.). The adjacent business to the east of the George Fox University owned parking lot, Thai the Knot Restaurant located at 201 N. Villa Rd. (Tax lot R3220BA-00200) has non-exclusive rights to vehicular access and parking privileges in this parking lot per Recorded Instruments 200324281 and 200409204 (ref. attached Exhibit B and C). This business has 5 of their own on-site parking spaces, including 1 ADA space. The adjacent business property to the west (The Medici building), including Sub Terra Restaurant on the lower level and several Retail Office businesses on the upper level (Newberg Graphic, Salon Debut, Mann Mortgage, American Family Insurance, Windemere Real Estate, Pure Custom Everything) has non-exclusive rights to vehicular access and parking privileges in the George Fox University parking lot per Recorded Instruments Film 241 pg. 0786 (ref. attached Exhibit D). This business building has 8 of it's own on-site parking spaces. In the table below is a tally of the parking spaces by each of the adjacent businesses that have non-exclusive parking privileges. The total number of spaces required is 106 whereas the total number provide is only 73, leaving a deficit of 33 parking spaces.

A Variance will be submitted concurrent with this Design Review application to request approval of the non-conforming parking provisions provided by this proposed development. The basis for the Variance will key in on the fact that the non-exclusive rights to vehicular parking privileges granted to the adjacent businesses presumed these businesses would be retail office space, not restaurants and the corresponding parking requirements would be one space per 300 gross building area and that the agreements made that grant non-exclusive rights parking privileges pre-date the approval for these adjacent properties to restaurant use. The total number of required parking spaces, including the 24 required for the development included in this application, would only be 61 if the adjacent properties were retail office or business, making a variance unnecessary.

It should be noted that per recorded instrument 200324281 paragraph 11 (later renamed paragraph 10 by recorded instrument 200409204) and recorded instrument 200324282 and film 236 pg. 1807 (ref. attached Exhibit D) the non-exclusive rights to vehicular access and parking privileges provided for the Newbergundian Bistro located at 203 N. Villa Rd (referred to as Douglas existing Pharmacy) were transferred to 201 N. villa Rd.

It should also be noted that per recorded instrument 200324281, recitals paragraph 3, that the Douglas proposed property (201 N. Villa Rd.), was intended to be utilized as a Pharmacy and storage. This use (Retail business use) would require only 9 parking spaces whereas the current use as a restaurant requires 26 parking spaces.

Parking Space Requirements based on business current use

Property Name	Address	Tax Lot No.	Gross Bldg. Area (sq. ft.)	Occupancy use	Parking Space Factor	No. of Spaces Required
George Fox Medical Clinic	1515 N. Portland Rd	R3220DB-00401	6750	Medical Office	3.5 per 1000	24
Medici Bldg. Sub Terra Lower level	1505 N. Portland Rd.	R3220DB-00500	4150	Restaurant w/o drive through	1 per 100 sq. ft.	42
Medici Bldg. Businesses Upper level	1505 N. Portland Rd.	R3220DB-00500	4150	Retail Business w/o bulky	1 per 300 sq. ft.	14
Thai the Knot	201 N. Villa Rd.	R3220DB-00200	2600	Restaurant w/o drive through	1 per 100 sq. ft.	26
					Total Parking Spaces Required	106

3. Setbacks and General Requirements. The proposal shall comply with NMC 15.415.010 through 15.415.060 dealing with height restrictions and public access; and NMC 15.405.010 through 15.405.040 and 15.410.010 through 15.410.070 dealing with setbacks, coverage, vision clearance, and yard requirements.

Response: There are no proposed changes in building height, size, or set back distances, Site coverage, or vision clearances. The building is currently 20 ft 2 inches tall at the front elevation and 30 ft. 2 inches tall above the lower grade level at the west elevation, conforming with Code section 15.415.20.D, which allows a maximum building height of 50 ft. if within 100 ft. of a property line that is zoned C-2 and a maximum building height of 75 ft. for buildings within the I zone and bordering adjoining properties that are zoned I. The existing setback distance on the front side of the building (south side facing Portland Rd.) is 175 feet and on the east side (facing Villa Road frontage) it is 230 feet conforming with the minimum 25 ft. setback distance requirement per Code section 15.410.20.D. Setback distance to the interior property line on the west side is 25 feet, conforming with the minimum 10 ft. setback distance requirement per Code section 15.410.30.D. The existing setback distance to the interior property line on the north side is zero feet, not conforming with the minimum 10 ft. setback distance requirement per Code section 15.410.30.D. but it is assumed this pre-existing

condition is acceptable given the difficulty and cost of compliance (e.g. moving the building 10 ft. to the south).

- 4. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

Response: There are no proposed changes in the existing landscaping. The existing landscaping includes an eclectic mix of mature trees and bushes covering about 30 percent of the development site and an irrigation system. There are also 5 street trees along the 230 ft. length of the Portland road frontage. All this will be maintained as needed to retain its current condition or better. The existing site lighting around the building is noted as sufficient and is to remain unchanged.

- 5. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

Response: The Existing Signage is to be updated using the existing signage locations to comply with George Fox University and Providence Health Services standard signage requirements. Two existing signage locations are identified on the site plan. One large sign approx. 12 ft in height at the south edge of the property line on Portland Road is to be updated to reflect the current use along with a small four ft tall sign near the entrance of the building which is to be replaced/refinished with a similar sign, in size and height, to reflect the updated use.



Existing sign

Sub-signage to be updated

Sign along the Portland Road Frontage viewed from the roadway



Sign near the building entry viewed from the parking lot

6. Manufactured Dwelling, Mobile Home and RV Parks. Manufactured dwelling and mobile home parks shall also comply with the standards listed in NMC 15.445.075 through 15.445.100 in addition to the other clear and objective criteria listed in this section. RV parks also shall comply with NMC 15.445.170 in addition to the other criteria listed in this section.

Response: the proposed development does not include any manufactured dwelling units.

7. Zoning District Compliance. The proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in NMC 15.305.010 through 15.336.020. Through this site review process, the director may make a determination that a use is determined to be similar to those listed in the applicable zoning district, if it is not already specifically listed. In this case, the director shall make a finding that the use shall not have any different or more detrimental effects upon the adjoining neighborhood area than those specifically listed.

Response: The proposed development does not impact any sub-district other than the Institutional Overlay district. The proposed development is primary or accessory to George Fox University use and is permitted within the Institutional or Institutional Overlay zone.

8. Sub district Compliance. Properties located within subdistricts shall comply with the provisions of those subdistricts located in NMC 15.340.010 through 15.348.060.

Response: The proposed development does not impact any sub-district other than the Institutional Overlay district. The proposed development is primary or accessory to George Fox University use and is permitted within the Institutional or Institutional Overlay zone.

9. Alternative Circulation, Roadway Frontage Improvements and Utility Improvements. Where applicable, new developments shall provide for access for vehicles and pedestrians to adjacent properties which are currently developed or will be developed in the future. This may be accomplished through the provision of local public streets or private access and utility easements. At the time of development of a parcel, provisions shall be made to develop the adjacent street frontage in accordance with city street standards and the standards contained in the transportation plan. At the discretion of the city, these improvements may be deferred through use of a deferred improvement agreement or other form of security.

Response: The proposed development does not add to or change in any way the existing access or circulation routes for vehicles or pedestrians. The sidewalks and parking lot access driveways on both frontages of this development are completely developed and ADA accessible. The existing parking lot has 2 ADA parking spaces with ADA compliant accessible routes from the parking spaces to the front entrance of the building.

10. Traffic Study Improvements. If a traffic study is required, improvements identified in the traffic study shall be implemented as required by the director. [Ord. 2763 § 1 (Exh. A § 7), 9-16-13; Ord. 2747 § 1 (Exh. A § 5), 9-6- 11; Ord. 2451, 12-2-96. Code 2001 § 151.194.]

Response: The proposed development includes building out the existing basement space (1000 sq. ft) plus an additional 775 sq. ft. of unfinished basement area within the existing building. This will add about 1775 sq. ft. of occupied office space to the lower level of the existing building. This does not require a traffic study.



**OTHER – SCOPE OF WORK**

The only exterior work includes the replacement in-kind of an existing exterior door (replace a solid door with one with a window in it) and the addition of two large and five short transom windows on the lower level (ref. Elevation View Plan sheet A301), all of which will be invisible from the front of the building (Portland Road or South Elevation shown below), or the adjacent properties not owned by George Fox University including Attrell’s back parking lot (the north-east elevation shown below) or the building housing Sub Terra Restaurant (also the front or South elevation).



Existing South Elevation



Existing North-East Elevation





EXHIBIT A



# EXHIBIT B

AFTER RECORDING RETURN TO:

Michael G. Gunn P.C.  
Attorney at Law  
P.O. Box 1046  
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK

200324281



\$96.00

00142411200300242810150152

09/23/2003 09:34:21 AM

SEND ALL TAX STATEMENTS TO:

No Change

DMR-EDMR Cnt=1 Stn=2 ANITA  
\$75.00 \$10.00 \$11.00

## EASEMENT

This Easement (herein known as "EASEMENT") is made and executed this 16 day of September, 2003, by and between Michael A. Douglas (herein known as "Douglas") and Providence Health System - Oregon (herein known as "Providence");

### WITNESSETH:

1. WHEREAS, Douglas is the owner of real property more particularly described on attached Exhibit "A" (herein known as "Douglas existing pharmacy property") and more particularly described on attached Exhibit "B" (herein known as "Douglas proposed pharmacy property").

2. WHEREAS, Providence is the owner of real property more particularly described on attached Exhibit "C" (herein known as "Providence property").

3. WHEREAS, the building that is resident on the proposed pharmacy property is presently vacant, and Douglas desires to utilize the said building as a retail pharmacy as well as a storage facility.

4. WHEREAS, there is a dispute between both parties regarding easement rights that each party may have over the other parties' property, and both parties desire to fully resolve the matter via this EASEMENT.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions contained herein, both Douglas and Providence bargain and agree as follows:

1. The RECITALS set forth above are true and accurate and are incorporated herein.

2. Providence hereby conveys unto Douglas an easement for egress purposes over a portion of Providence property with the said easement more particularly described on attached Exhibit "D" and set forth as "Parcel D- Ingress and Egress Easement" on the map attached hereto as Exhibit "E" with the purpose of the said easement to allow vehicular traffic which enters the proposed pharmacy property from Villa Rd to utilize drive thru windows on the west side of the said building

THIS IS AN ACCOMMODATION RECORDING ONLY  
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT  
NORTHWEST TITLE COMPANY

1/ EASEMENT

15

resident on the Douglas proposed pharmacy property and to also allow vehicular traffic which enters the proposed pharmacy property from Villa Rd and which utilizes parking facilities on the east end of the proposed pharmacy property, to then drive onto the said Providence parking lot so as to then exit the said vehicular traffic onto OR State Hwy 99W.

A. Both Providence and Douglas specifically agree that unless specific written authorization is granted by the City of Newberg, there are to be no improvements (other than asphalt or concrete associated with the said pavement) constructed within this said easement area (i.e., a "no build" zone required for fire purposes since the said building is built to within one foot of the property line separating the Providence property from the proposed pharmacy property); provided, however, that both Providence and Douglas agree that Douglas has obtained permission from the City of Newberg to construct an awning on the said building resident on the Douglas proposed pharmacy property that overhangs approximately 3' into the said easement.

B. Douglas agrees to post any signage that is reasonably necessary to inform customers associated with the proposed pharmacy property that vehicular traffic is to egress through the Providence parking lot and exit on to OR State Hwy 99W, rather than driving "back through" the Providence parking lot and then exiting onto Villa Rd.

1). Providence reserves the right to approve all proposed signage of Douglas associated with these said easements, with approval by Providence not to be unreasonably withheld, and Providence shall have ten (10) days from the date of receipt of the proposed plans to review those plans. If there has been no communication from Providence at the expiration of the said ten (10) day time period, the proposed plans are automatically approved.

2). The said Notice shall be addressed to Dana White whose address is as follows: Regional Real Estate, 4706 NE Glisan #101, Portland, OR 97213 with a copy also to John Bridges, Attorney at Law, 515 E. 1<sup>st</sup> St, Newberg, OR 97132. The RE line on the communication shall also set forth **IN BOLD FACED AND WITH CAPITAL LETTERS** that the Notice is subject to a ten (10) day time period for response by Providence.

3. Providence hereby conveys unto Douglas easements for landscaping purposes over a portion of the Providence property with the easements more particularly described on attached Exhibits "F" and "G" and set forth as "Parcel F and Parcel G - Landscape Easement" on the map attached hereto as Exhibit "E".

A. Providence reserves the right to approve all landscaping plans of Douglas associated with these said easements, with approval by Providence not to be unreasonably withheld, and Providence shall have ten (10) days from the date of receipt of the proposed plans to review those plans. If there has been no communication from Providence at the expiration of the said ten (10) day time period, the proposed plans are

automatically approved with the said Notice addressed in the same manner as set forth above in Paragraph 2B2).

4. Douglas is responsible for all the maintenance, repairs, and improvements associated with the easements set forth on attached Exhibits "D", "F", and "G".

5. At all material times herein, Douglas agrees to maintain a standard business owners' liability insurance policy with limits not less than \$1,000,000 aggregate naming Providence as an additional named insured.

6. Providence agrees to allow Douglas a maximum of four (4) parking spots for employee purposes associated with the proposed pharmacy property with the location of the parking spots designated by Providence in the southwest corner of the Providence parking lot, and Douglas agrees to notify his employees not to park in any area immediately in front of the existing or future Providence medical building as that area is reserved for patients.

7. Providence warrants and represents to Douglas that there are no money encumbrances which encumber the said Providence property.

8. Douglas hereby conveys unto Providence an easement over a portion of the existing pharmacy property for garbage dumpster purposes with the said easement more particularly described on attached Exhibit "H" and set forth as "Parcel H - Dumpster Easement" on the map attached hereto as Exhibit "E" with specific terms and conditions as follows:

A. Douglas shall construct as directed by the City of Newberg and maintain at his expense the said area where the garbage dumpsters are located as set forth on Exhibit "H"; provided, however, that Providence is responsible for the cost of any maintenance and repairs that are required based on the action of Providence or any person or party acting by and through Providence.

B. Providence will be allowed space for one (1) standard size one yard garbage dumpster and one standard size 100 gallon recycling bin.

C. Providence agrees by the execution and recording of this EASEMENT, that unless authorized to do so by the City of Newberg, there are to be no improvements constructed (other than asphalt or concrete paving) in the area more particularly described on attached Exhibit "I" (i.e., this is a "no build" area required for fire purposes because of the set back requirement associated with the location of garbage dumpsters and the fences surrounding those dumpsters).

9. At all material times herein, Providence agrees to maintain a standard business owners' liability insurance policy associated with its use of the garbage dumpster easement as set forth above with limits not less than \$1,000,000 aggregate naming Douglas as an additional named insured.

10. Douglas warrants and represents to Providence that there are no money encumbrances which encumber the said existing pharmacy property.

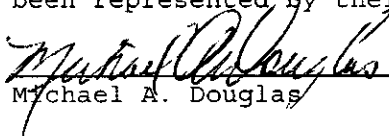
11. Providence and Douglas agree that customers of the existing pharmacy property have rights to park in the Providence property parking lot under the terms and conditions of that certain agreement September 23, 1989 in Film 236 Page 1807 of the deed and mortgage records of Yamhill County, and that both Providence and Douglas agree to allow Douglas to transfer those customer parking rights to the proposed pharmacy property so that customers of the proposed pharmacy property have the right to park in the Providence parking lot; provided, however, that Douglas agrees to inform customers through reasonable signage that they are not to park in any area of the Providence parking lot that is immediately in front of the existing Providence medical building as that area is reserved for patients, and furthermore, that subsequent to the date of recording hereof, that customers of the existing pharmacy property shall no longer have any rights to park in the Providence property parking lot.

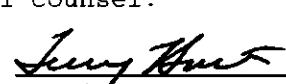
12. All of the said easements set forth herein are perpetual in nature and "run with the land."

13. In case of a breach of any term or condition by either party, the non-breaching party is afforded all available remedies both at law and in equity.

14. In case any suit or action is required to enforce any of the terms and conditions of this said EASEMENT, the non-prevailing party is required to pay the prevailing party's reasonable attorney fees and costs incurred in enforcing the term or condition, both at trial and on appeal.

15. In executing this EASEMENT, both parties agree that they have been represented by their own legal counsel.

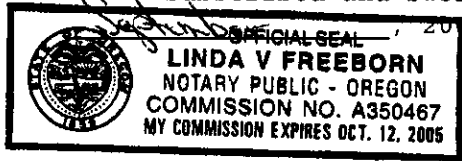
  
\_\_\_\_\_  
Michael A. Douglas

  
\_\_\_\_\_  
Providence Health System - Oregon

State of Oregon )  
 )ss  
County of Yamhill )

Personally appeared before me the above-named Michael A. Douglas who acknowledged execution of the foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me this 18 day of



Linda V. Freeborn  
Notary Public for Oregon  
My commission expires 10/12/05

State of Oregon )  
 )ss  
County of Multnomah

Personally appeared before me the above-named Terry Smith who stated that he was the CEO of Providence Health System - Oregon and who further stated that he was executing the foregoing document with the authority of the Board of Trustees.

Subscribed and sworn to before me this 16 day of  
September, 2003.



Melissa Lind  
Notary public for Oregon  
My commission expires Oct. 20, 2004

EXHIBIT "A"

**BEGINNING** at a point on the East boundary line of the Daniel D. Deskins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 271.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1° 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

**EXCEPTING THEREFROM** the West 238 feet,

**ALSO SAVE AND EXCEPT** therefrom the Tract of land conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed Recorded August 14, 1985 in Film Volume 196, Page 1934, Microfilm Records, Yamhill County, Oregon.

**Subject to:** An easement created by instrument, as recorded in FV: 196, Page 1934, Microfilm Records of Yamhill County

**AND FURTHER EXCEPTING THEREFROM** that real property conveyed to the Oregon Department of Transportation by Stipulated Final Judgment in Yamhill County Circuit Court Case #CV00-357 and recorded on February 20, 2003 in Instrument #200304092.

6/15

EXHIBIT "B"

PAGE 1 of 2

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian in Yamhill County, Oregon, and being that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County, Oregon.

EXCEPTING therefrom Parcel 1, described as follows: A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of the property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 11.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 12.319 meters Westerly of said center line at Engineers Station "V" 0+293.018; thence Southwesterly in a straight line to a point opposite and 19.650 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineers Station "F" 25+163.272; thence Southwesterly parallel with said last mentioned "F" center line to a point opposite Engineers Station "F" 25+258.783.

The "V" center line of relocated Villa Road referred to herein is described as follows: Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

BEGINNING at Engineers "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

7115



EXHIBIT "B"

PAGE 2 of 2

Bearings are based on County Survey No. CS 10493, dated October 1995, Yamhill County, Oregon.

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Film Volume 197, Page 845, Deed Records of Yamhill County.

RESERVING UNTO Grantor a permanent easement for slopes, water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under, and across the property more particularly described as follows:

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and being a portion of that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 13.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 14 meters Westerly of said center line at Engineer's Station "V" 0+279; thence Southerly in a straight line to a point opposite and 17 meters Westerly of said center line at Engineer's Station "V" 0+292; thence Southwesterly in a straight line to a point opposite and 22 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+168; thence Southwesterly in a straight line to a point opposite and 23 meters Northwesterly of said last mentioned "F" center line at Engineer's Station "F" 25+200.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

EXCEPTING therefrom Parcel 1.

8/15

**EXHIBIT C**

**Tract C  
Sisters of Providence in Oregon**

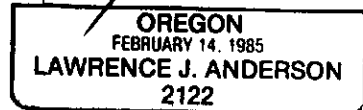
A tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at a point at the intersection of the northerly line of Pacific Highway West (Highway 99W) with the Southerly portion of the West line of Parcel 2 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File P-12-89; said north right-of-way line being parallel with and 19.650 meters distant from the centerline of the relocated Pacific Highway West, Engineer's Centerline "F" as described in Instrument No. 200120558, Yamhill County Deed Records;

Thence continuing North, along said west line of Parcel 2, P-12-89, 119.04 feet more or less to an iron rod; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West 93.37 feet to an iron rod at the westernmost southwest corner of Parcel 1 of said Partition P-12-89; thence North 02°09'20" West 12.23 feet to an iron pipe; thence North 00°43'40" East 72.30 feet to an iron rod; thence South 88°11'40" East 237.90 feet to an iron rod; thence South 00°43'40" East 67.24 feet to an iron rod at the northeast corner of Parcel 2 of said Partition P-12-89; thence South 0°43'40" East 2.74 feet to an iron rod; thence South 1°54'20" West 19.79 feet to an iron rod at an angle point in the common boundary between the "A&W Tract" and the "Gettman Tract", agreement recorded Film 118 Page 1173 Yamhill County Deed Records; thence along said agreement boundary South 10°54'30" West 62.40 feet to an iron rod, and South 25°18'30" East 51.47 feet more or less to the northerly line of said relocated Pacific Highway West at a point 19.650 meters northwesterly as measured perpendicular with Engineer's Centerline "F"; thence southwesterly along the north line of Pacific Highway West 239.74 feet more or less to the point of beginning.



*Lawrence J. Anderson*



EXP 12-31-03

9/15

**EXHIBIT D**

**PARCEL D**

**Permanent Easement for Ingress and Egress**

A parcel of land is located in the Northwest Quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, more particularly described as follows:

Beginning at an iron rod at the NE corner of Parcel 2 of Tax Lot No. 3220BA-400, Partition P-12-89, City of Newberg Partition File, recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422, Yamhill County Survey Records,

thence S 00°43'40" E, 2.74 feet along the east line of said Parcel 2 to an iron rod marking the northwest corner of the Gettman Tract, as recorded in Film Volume 66, Page 150, Deed Records of Yamhill County;

Thence continuing along the west line of said Gettman Tract the following courses:

S 1°54'20" W, 19.79 feet;

S 10°54'30"W, 62.40 feet;

S 25°18'30" E, 51.47 feet more or less to the north line of Pacific Highway West (99W) said north line being 19.650 meters northwesterly of the Engineer's Centerline "F" of the relocated Pacific Highway as described in Instrument No. 200120558 Yamhill County Deed Records;

Thence N 70°32'16" W 62.34 feet

Thence S 60°01'08"W 124.20 feet;

Thence S 00°01'30" W 56.34 feet to the north line of said Pacific Highway West;

Thence S60°25'34"W along said north line of Pacific Highway West 13.80 feet;

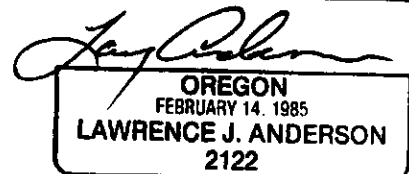
Thence N 00°01'30" E, 68.84 feet;

Thence N 60°01'08" E, 166.97 feet;

Thence N 10°54'30" E, 82.86 feet to the north line of said Parcel 2, Partition P-12-89;

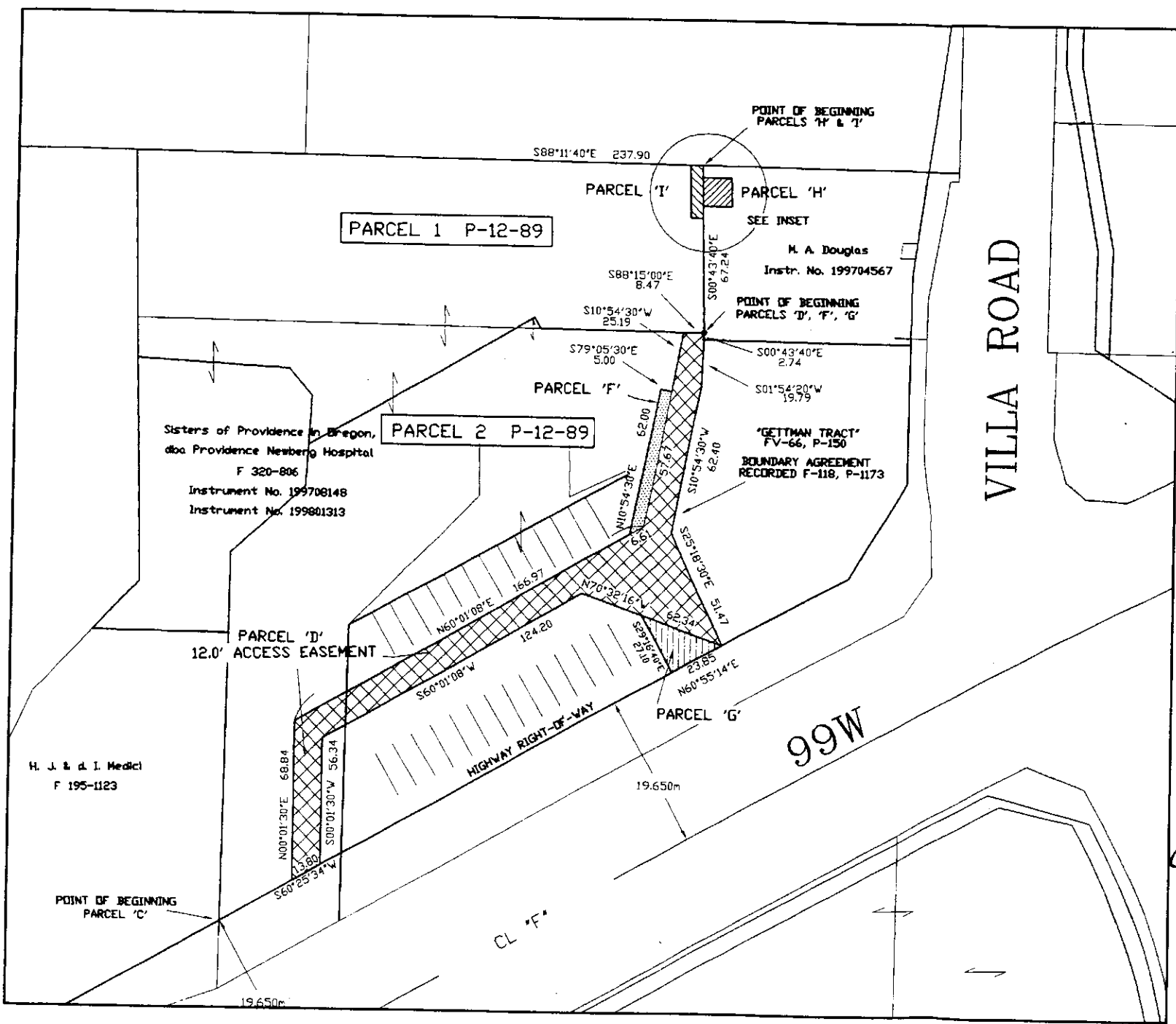
Thence S 88°15'00" E, 8.47 feet to the point of beginning.

Containing 4,472 sq. ft. more or less.



EXP 12-31-03

10/15



PARCEL 1 P-12-89

PARCEL 2 P-12-89

Sisters of Providence in Oregon,  
d/ba Providence Newberg Hospital  
F 320-806  
Instrument No. 199708148  
Instrument No. 199801313

H. J. & d. I. Medici  
F 195-1123

POINT OF BEGINNING  
PARCELS 'H' & 'I'

PARCEL 'H'

SEE INSET

M. A. Douglas  
Instr. No. 199704567

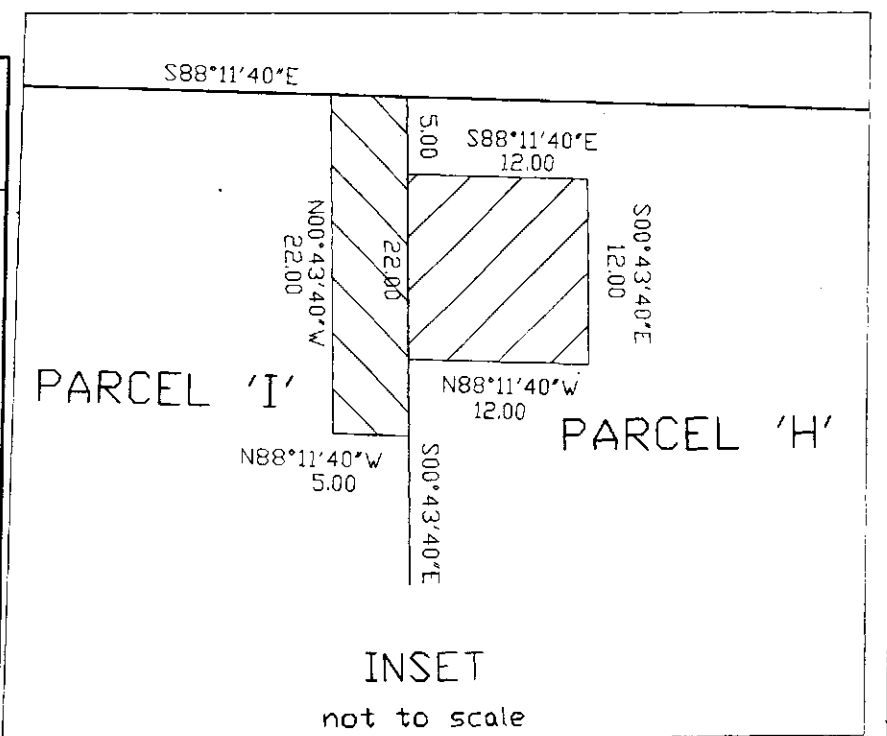
POINT OF BEGINNING  
PARCELS 'D', 'F', 'G'

'GETTMAN TRACT'  
FV-66, P-150  
BOUNDARY AGREEMENT  
RECORDED F-118, P-1173

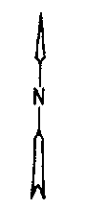
PARCEL 'D'  
12.0' ACCESS EASEMENT

HIGHWAY RIGHT-OF-WAY  
99W

POINT OF BEGINNING  
PARCEL 'C'


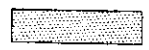

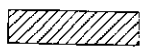



INSET  
not to scale



SCALE 1" = 50'

LEGEND

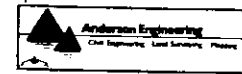
-  PARCEL 'D' INGRESS AND EGRESS EASMT
-  PARCEL 'F' LANDSCAPE EASEMENT
-  PARCEL 'G' LANDSCAPE EASEMENT
-  PARCEL 'H' DUMPSTER EASEMENT
-  PARCEL 'I' NO-BUILD EASEMENT

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Lawrence J. Anderson*

OREGON  
FEBRUARY 14, 1985  
LAWRENCE J. ANDERSON  
2122

EXP 12-31-03



112 N. SPRINGBROOK ROAD  
NEWBERG, OREGON 97132

EASEMENT EXHIBIT E  
9/04/03

**EXHIBIT F**

**Parcel F  
Permanent Landscape Easement**

A parcel of land in located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File No. P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records County Survey

Thence, along the north of said Parcel 1, N 88°15'00" W, 8.47 feet to a point;

Thence S 10°54'30" E, 25.19 feet to the TRUE POINT OF BEGINNING;

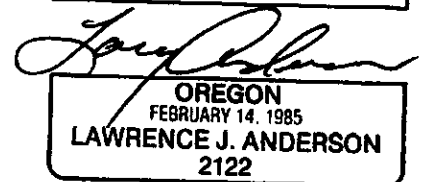
Thence S 10°54'30" W, 57.67 to a point;

Thence S 60°01'08" W, 6.61 feet to a point;

Thence N 10°54'30" E, 62.00;

Thence S 79°05'30" E, 5.00 feet to the point of beginning.

Containing 299 sq. ft. more or less.



*EXP 12-31-03*

*12/15*

## EXHIBIT G

### Parcel G Permanent Landscape Easement

A parcel of land is located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Commencing at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File No. P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records County Survey

Thence S 00°43'40" E, 2.74 feet along the east line of said Parcel 2 to an iron rod marking the northwest corner of the Gettman Tract, as recorded in Film Volume 66, Page 150, Deed Records of Yamhill County;

Thence continuing along the west line of said Gettman Tract the following courses:

S 1°54'30" W, 19.79 feet;

S 10°54'30"W, 62.40 feet;

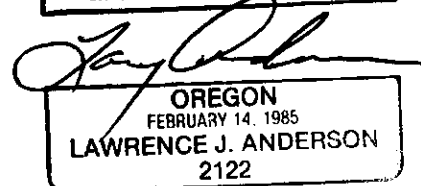
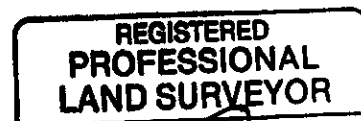
S 25°18'30" E, 51.47 feet more or less to the north line of Pacific Highway West (99W) said north line being 19.650 meters westerly of the Engineer's Centerline "F" of the relocated Pacific Highway as described in Instrument No. 200120558 Yamhill County Deed Records, and the TRUE POINT OF BEGINNING of Parcel- G

Thence N 70°32'16" W 36.17 feet;

Thence S 29°16'40" E 27.10 feet to the north line of said Pacific Highway West (99W);

Thence along said north line of Pacific Highway West N 60°55'14"W 23.85 feet to the TRUE POINT OF BEGINNING.

Containing 320 sq. ft. more or less.



CRD 12-3-03

13/15

**EXHIBIT H**

**Parcel H  
Dumpster Easement**

A parcel of land in located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File No. P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records Thence, along the east line of said Parcel 1, S 00°43'40"E 5.00 feet to the TRUE POINT OF BEGINNING of Parcel H;

Thence S 88°11'40" E, parallel with the north line of said Parcel 1, 12.00 feet

Thence S 00°43'40"E, parallel with the east line of said Parcel 1, 12.00 feet;

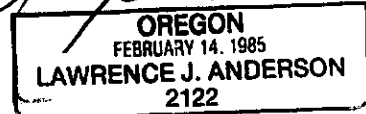
Thence N 88°11'40" W, parallel with the north line of said Parcel 1, 12.00 feet to the east line of said Parcel 1;

Thence along the east line of said Parcel 1, N 00°43'40"W 12.00 to the TRUE POINT OF BEGINNING

Containing 143 sq. ft. more or less.



A handwritten signature in cursive script, appearing to read "Lawrence J. Anderson".



*EXP 12-11-03*

*14/15*



**EXHIBIT I**

**Parcel I  
No-build Easement**

A parcel of land in located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records  
Thence along the east line of said Parcel 1, S 00°43'40"E 22.00 feet  
Thence N 88°11'40" W, parallel with the north line of said Parcel 1, 5.00 feet  
Thence N 00°43'40" W, parallel with the east line of said Parcel 1, 22.00 to the north line of said Parcel 1  
Thence along the north line of said Parcel 1, S 88°11'40" E 5.00 feet to the point of beginning.

Containing 110.0 square feet more or less

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
FEBRUARY 14, 1985  
LAWRENCE J. ANDERSON  
2122

EXP 12-31-03

15/15

# EXHIBIT C

AFTER RECORDING RETURN TO:

Michael G. Gunn  
Attorney at Law  
P.O. Box 1046  
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS  
JAN COLEMAN, COUNTY CLERK



\$76.00

SEND ALL TAX STATEMENTS TO:

200409204 1:24:18 PM 5/11/2004  
DMR-EDMR Cnt=1 Stn=1 KAREN  
\$55.00 \$10.00 \$11.00

No Change

## EASEMENT

This Modification of Easement (herein known as "MODIFICATION") is made and executed this 14 day of April, 2004, by and between Michael A. Douglas (herein known as "Douglas") and Providence Health System - Oregon (herein known as "Providence");

### WITNESSETH:

1. WHEREAS, Douglas is the owner of real property more particularly described on attached Exhibit "A" (herein known as "Douglas existing pharmacy property") and more particularly described on attached Exhibit "B" (herein known as "Douglas proposed pharmacy property").

2. WHEREAS, Providence is the owner of real property more particularly described on attached Exhibit "C" (herein known as "Providence property").

3. WHEREAS, on or about September 16, 2003, Douglas and Providence executed an Easement Agreement which resolved various issues between the parties and which was recorded on September 23, 2004 in Instrument #200324281 of the Deed and Mortgage records of Yamhill County, OR.

4. WHEREAS, one of the provisions of the said Easement was that Douglas conveyed to Providence and easement over a certain portion of Douglas' property for garbage dumpster purposes as Douglas was required to construct an enclosure on Douglas' property which enclosed separate dumpsters and recycling bins utilized by Douglas and Providence, and Douglas was also required to allow Providence space within that enclosure for Providence's garbage dumpster as well as Providence's recycling bin.

5. WHEREAS, the size of the enclosure as contemplated by the parties as set forth in the said Easement Agreement was not of sufficient size, and Newberg Garbage Service Inc. (the garbage hauler) required that the size of the enclosure be increased.

6. WHEREAS, because of the requirement in the increase in the size of the enclosure as set forth above, the said enclosure would have to be located partially on Douglas' property and partially on Providence's property.

1 MODIFICATION OF EASEMENT

THIS IS AN ACCOMMODATION RECORDING ONLY  
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT  
NORTHWEST TITLE COMPANY

1/11

7. WHEREAS, Providence has determined that it has sufficient space on its property to locate both its garbage dumpster and recycling bin and that it will no longer be necessary for Douglas to provide a location on his property for Providence's garbage dumpster and recycling bin.

8. WHEREAS, both parties desire to modify the terms and conditions of the Easement Agreement accordingly.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions set forth herein, both Douglas and Providence bargain and agree as follows:

1. The RECITALS set forth above are true and accurate and are incorporated herein.

2. The Easement Agreement recorded on September 23, 2003 in Instrument #200324281 (herein known as "Original Easement Agreement") is modified as follows:

A. Paragraph 8 is superceded and replaced in its entirety with the following language:

"8. The dumpster easement set forth on the Original Easement Agreement which was previously conveyed by Douglas to Providence and more particularly described on attached Exhibit 'H' and set forth as 'Parcel H - Dumpster Easement' on the map attached as Exhibit 'E' is hereby terminated effective upon the date of execution hereof as Providence will no longer utilize Douglas' property as a location for its dumpster and recycling bin.

A. The size of the enclosure to be constructed by Douglas set forth on the Original Easement Agreement as 'Parcel H - Dumpster Easement' on the map attached as Exhibit 'E' may be decreased in size based upon the fact that Providence will not be utilizing the said enclosure on Douglas' property for its garbage dumpster and recycling bin.

B. Douglas shall no longer be required to allow Providence space within the enclosed area set forth above for Providence's dumpster and recycling bin.

C. Providence agrees by the execution and recording of this MODIFICATION, that unless authorized to do so by the City of Newberg, there are to be no improvements constructed (other than asphalt or concrete paving) in the area more particularly described on attached Exhibit 'I' to the Original Easement Agreement (this area is the area set forth in Paragraph 8C of the Original Easement Agreement; i.e., this is a "no build" area required for fire purposes because of the set back requirement associated with the location of garbage dumpsters and the fences surrounding those dumpsters)."

3. Paragraph 9 of the Original Easement Agreement is deleted.

4. Paragraphs 10 - 15 of the Original Easement Agreement are renumbered as Paragraphs 9 - 14 based upon the deletion of Paragraph 9.

Other than specifically modified as set forth herein, the remaining terms and conditions of the Original Easement Agreement are not modified and remain in full force and effect.

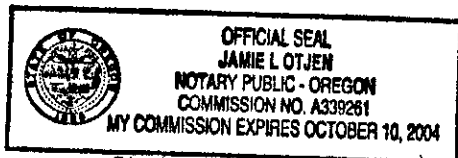
Michael A. Douglas  
Michael A. Douglas

Providence Health System - Oregon  
Providence Health System - Oregon

State of Oregon     )  
  ) ss  
County of Yamhill    )

Personally appeared before me the above-named Michael A. Douglas who acknowledged execution of the foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me this 14 day of April, 2004.

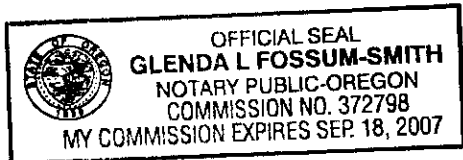


Jamie L. Otjen  
Notary Public for Oregon  
My commission expires 10/10/2004

State of Oregon     )  
  ) ss  
County of \_\_\_\_\_)

Personally appeared before me the above-named ~~Perry Smith~~ <sup>Dana White</sup> who stated that she ~~was~~ <sup>represents</sup> CEO of Providence Health System - Oregon and who further stated that ~~she~~ <sup>she</sup> was executing the foregoing document with the authority of the Board of Trustees.

Subscribed and sworn to before me this 27 day of April, 2004.



Glenda L. Fossum-Smith  
Notary public for Oregon  
My commission expires Sept 18, 2007

EXHIBIT "A"

BEGINNING at a point on the East boundary line of the Daniel D. Deskins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 371.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1° 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

EXCEPTING THEREFROM the West 238 feet.

ALSO SAVE AND EXCEPT therefrom the Tract of land conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed Recorded August 14, 1985 in Film Volume 196, Page 1934, Microfilm Records, Yamhill County, Oregon.

Subject to: An easement created by instrument, as recorded in FV: 196, Page 1934, Microfilm Records of Yamhill County

AND FURTHER EXCEPTING THEREFROM that real property conveyed to the Oregon Department of Transportation by Stipulated Final Judgment in Yamhill County Circuit Court Case #CV00-357 and recorded on February 20, 2003 in Instrument #200304092.

EXHIBIT "B"

PAGE 1 of 2

A parcel of land lying in the Daniel D. Desklns Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian in Yamhill County, Oregon, and being that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County, Oregon.

EXCEPTING therefrom Parcel 1, described as follows: A parcel of land lying in the Daniel D. Desklns Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of the property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 11.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 12.319 meters Westerly of said center line at Engineers Station "V" 0+293.018; thence Southwesterly in a straight line to a point opposite and 19.650 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineers Station "F" 25+163.272; thence Southwesterly parallel with said last mentioned "F" center line to a point opposite Engineers Station "F" 25+258.783.

The "V" center line of relocated Villa Road referred to herein is described as follows: Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

BEGINNING at Engineers "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

5 | 11

EXHIBIT "B"

PAGE 2 of 2

Bearings are based on County Survey No. CS 10493, dated October 1995, Yamhill County, Oregon.

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Film Volume 197, Page 845, Deed Records of Yamhill County.

RESERVING UNTO Grantor a permanent easement for slopes, water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under, and across the property more particularly described as follows:

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and being a portion of that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 13.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 14 meters Westerly of said center line at Engineer's Station "V" 0+279; thence Southerly in a straight line to a point opposite and 17 meters Westerly of said center line at Engineer's Station "V" 0+292; thence Southwesterly in a straight line to a point opposite and 22 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+168; thence Southwesterly in a straight line to a point opposite and 23 meters Northwesterly of said last mentioned "F" center line at Engineer's Station "F" 25+200.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

EXCEPTING therefrom Parcel 1.

6/11



EXHIBIT C

**Tract C**  
**Sisters of Providence in Oregon**

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

Beginning at a point at the intersection of the northerly line of Pacific Highway West (Highway 99W) with the Southerly portion of the West line of Parcel 2 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File P-12-89; said north right-of-way line being parallel with and 19.650 meters distant from the centerline of the relocated Pacific Highway West, Engineer's Centerline "F" as described in Instrument No. 200120558, Yamhill County Deed Records;

Thence continuing North, along said west line of Parcel 2, P-12-89, 119.04 feet more or less to an iron rod; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West 93.37 feet to an iron rod at the westernmost southwest corner of Parcel 1 of said Partition P-12-89; thence North 02°09'20" West 12.23 feet to an iron pipe; thence North 00°43'40" East 72.30 feet to an iron rod; thence South 88°11'40" East 237.90 feet to an iron rod; thence South 00°43'40" East 67.24 feet to an iron rod at the northeast corner of Parcel 2 of said Partition P-12-89; thence South 0°43'40" East 2.74 feet to an iron rod; thence South 1°54'20" West 19.79 feet to an iron rod at an angle point in the common boundary between the "A&W Tract" and the "Gettman Tract", agreement recorded Film 118 Page 1173 Yamhill County Deed Records; thence along said agreement boundary South 10°54'30" West 62.40 feet to an iron rod, and South 25°18'30" East 51.47 feet more or less to the northerly line of said relocated Pacific Highway West at a point 19.650 meters northwesterly as measured perpendicular with Engineer's Centerline "F"; thence southwesterly along the north line of Pacific Highway West 239.74 feet more or less to the point of beginning.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
FEBRUARY 14, 1985  
LAWRENCE J. ANDERSON  
2122

EX 12-51-03

7/11

**EXHIBIT D**

*Oct 54 per 20 TBR*

ESJ NLR -7 PM 4 27

F241P0786

**MUTUAL PARKING AND ACCESS EASEMENT**

WHEREAS, Patrick R. Maveety, M.D., Gregory E. Skipper, M.D., Yvonne M. Lyles, M.D. and Kathleen M. Weiss, M.D., hereinafter referred to as the First Party, are the owners of certain real property more particularly described as follows:

**PARCEL 1:**

A portion of a Tract of land in Section 20, Township 3 South, Range 2 West, of the Willamette Meridian, in Yamhill County, Oregon. Parcel No. 1 of Tax Lot No. 3220BA-400, Newberg Planning Department partition file No. P-12-89 and being more particularly described as follows:

COMMENCING at an iron pipe at the intersection of the Northerly line of Highway 99W with the Southerly portion of the West line of Parcel 2; thence North along the West line, 148.04 feet to an iron rod; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West 93.37 feet to an iron rod; said iron rod being the true point of beginning for parcel 1; thence North 02°09'20" West 12.23 feet to an iron pipe; thence North 00°47'45" East 72.30 feet to an iron rod; thence South 88°11'40" East 237.90 feet to an iron rod; thence South 00°43'40" East 67.24 feet to an iron rod; thence North 88°15' West 68.70 feet to an iron rod; thence North 29°01'05" West 5.50 feet to an iron rod; thence South 60°58'55" West 107.50 feet to an iron rod; thence North 01°16'05" East 23.20 feet to an iron rod; thence North 43°43'55" West 15.00 feet to an iron rod; thence North 88°43'55" West 64.00 feet to the true point of beginning.

**PARCEL 2:**

A portion of a tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon. Parcel No. 2 of Tax Lot No. 3220BA-400, and Newberg Planning Department partition file No. P-12-89 and being more particularly described as follows:

BEGINNING at an iron pipe at the intersection of the Northerly line of Highway 99W with the Southerly portion of the West line of said parcel 2; thence North along the West line, 148.04 feet to an iron rod; thence North

*See 20 TBR*

*54, 195, 57, 197, 55, 56*

*Part ARB 54*

*Part ARB 54  
# ARB 195*

*2-1-70*

*K*

0°38'35" West 33.37 feet to an iron rod; thence North 46°16'05" East 42.00 feet to an iron rod; thence South 1°16'05" East 14.80 feet to an iron rod; thence North 60°58'55" East 107.50 feet to an iron rod; said point being the Northern most corner of this Parcel; thence South 29°01'05" East 5.50 feet to an iron rod; thence South 88°15'00" East 68.70 feet to an iron rod, said point being the Northeast corner of this Parcel; thence South 0°43'40" East 2.74 feet to an iron rod; thence South 1°54'20" West 19.79 feet to an iron rod; thence South 10°51'55" West 18.18 feet to an iron rod; thence South 59°52'35" West 163.62 feet to an iron rod; thence South 121.08 feet to an iron rod on the Northerly line of Highway 99W; thence South 61°44'50" West 56.84 feet along the Northerly line of Highway 99W to the TRUE POINT OF BEGINNING said Parcel No. 2.

TOGETHER WITH a non-exclusive easement for roadway purposes over and across the Northerly 20.00 feet to the following described property:

A tract of land in the D.D. Deskins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon being more particularly described as follows:

AR 57

BEGINNING at the Northwest corner of the intersection of Villa Road with the Northerly right of way line of Oregon State Highway 99W; and running thence Southwesterly along said right of way line, 100 feet, more or less, to the Southeast corner of that certain tract conveyed by contract of sale Virgil L. Havener and Nadine Havener, husband and wife, as recorded in Film Volume 63, Page 775, Deed and Mortgage Records of Yamhill County, Oregon; thence following along the Easterly line of said Havener Tract, North 25°56' West 78 feet and North 2°15' West 50 feet to the Northeast corner of said Tract; thence North 2°15' West to a point on the South line of a Tract conveyed to Hattie E. Rusch and contract as recorded in Film Volume 36, Page 379, Deed and Mortgage Records, thence East along the South line of said Rusch Tract to the West line of Villa Road; thence South along said West line of Villa Road to the place of beginning.

WHEREAS, Diana S. Mock, hereinafter Referred to as Second Party, is the owner of certain adjoining real property more particularly described as follows:

3-7-90

**PARCEL 3:**

A portion of a Tract of land in Section 20, Township 3 South, Range 2 West, of the Willamette Meridian, in Yamhill County, Oregon. Parcel No. 3 of Tax Lot No. 3220BA-400, Newberg Planning Department partition file No. P-12-89 and being more particularly described as follows:

COMMENCING at an iron pipe at the intersection of the Northerly line of Highway 99W with the Southerly portion of the West line of Parcel 2; thence North along the West line, 148.04 feet to an iron rod, said iron rod being the TRUE POINT OF BEGINNING of Parcel 3; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West, 93.37 feet to an iron rod; thence South 08°43'55" East 64.00 feet to an iron rod; thence South 43°43'55" East 15.00 feet to an iron rod; thence South 01°16'05" West 38.00 feet to an iron rod; thence South 46°16'05" West 42.00 feet to an iron rod; thence South 00°38'35" West 33.37 feet to the TRUE POINT OF BEGINNING of said Parcel.

TOGETHER WITH a non-exclusive access easement for ingress and egress over and across all of Parcel No. 2 as described above.

WHEREAS, Harold J. Medici and Dorothy I. Medici, husband and wife, hereinafter referred to as Third Party, are the owners of certain adjoining real property more particularly described as follows:

**PARCEL 4:**

Part of the D.D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being described as follows:

BEGINNING at a point 6.45 chains North and South 89°52' West 4.90 chains from the Southeast corner of said Deskins Donation Land Claim, said place of beginning being a re-entrant corner of land conveyed to Cecil D. Anderson and wife by deed recorded February 13, 1958, in Book 186,

APB 197

54

APB 53

211111

Page 573, Deed of Records; thence South 89°52' West along the South line of said Anderson tract, 0.87 of a chain to an iron pipe set on the Easterly line of that certain tract of land conveyed to Thomas A. Pfund and wife by deed recorded March 13, 1962 in Film Volume 21, Page 575, Deed and Mortgage records; thence South 41°45' West 0.53-1/2 of a chain to an iron pipe; thence South 25°10' West .099 of a chain to an iron pipe; thence South 7°30' West to a point on the Northerly margin of the State Highway; thence Easterly along the Northerly Margin of said highway following the curvatures thereof to a point on the Westerly line of said Anderson tract; thence North to the place of beginning.

WHEREAS, Terry L. Stellflug and Susan D. Stellflug, Trustees of the Stellflug Family Trust, hereinafter called Fourth Party, are the owners of certain adjoining real property more particularly described as follows:

PARCEL 5:

A tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being a part of that certain tract of land conveyed to Stanley V. Lutgen and Marilyn E. Lutgen, by Deed recorded in Film Volume 111, Page 112, Deed and Mortgage Records, and being more particularly described as follows:

Beginning at an iron rod that is East 50 feet from an iron pipe at an angle corner in the Westerly line of Parcel 1 of Lutgen Tract, said iron pipe being North 165 feet from the most Southerly Southwest corner of said Parcel 1; thence North 43°31'50" East 76.65 feet to an iron rod; thence North 02°13'30" West, 26.79 feet to an iron rod; thence North 87°46'40" East 38.17 feet to an iron rod; thence South 02°08'40" East, 27.25 feet to a railroad spike; thence North 63°17' East, 56.96 feet to an iron rod; thence South 10°53'30" West, 62.40 feet to an iron rod; thence South 25°19'30" East 77.94 feet to a point in the Northerly line of Highway 99W that is South 61°30'30" West, 100.00 feet from an iron rod at the intersection of the West line of Villa Road with said Northerly line; thence Southwesterly along said Northerly line 189 feet, more or less, to a point that is South of the Point of beginning; thence North 121 feet, more or less, to the point of beginning.

3-7-90

56

195

Save and Except that certain parcel conveyed to First Party herein in Deed recorded October 9, 1989 in Film Volume 237, Page 0114, Deed and Mortgage Records of Yamhill County, Oregon.

WHEREAS, the parties hereto desire to provide for joint access and parking to each other, and to their heirs and assigns, over and upon their respective properties (excluding Parcel 1); and they further desire to provide access to their respective properties from Highway 99 West via the access approach more particularly described in Exhibit A attached hereto and by this reference incorporated herein, and

WHEREAS, Third Party is presently the holder of certain parking and easement rights over and upon Parcel 2 and Parcel 3 described above, which easement is described in a contract recorded in Film Volume 81, Page 880, Deed and Mortgage records of Yamhill County, Oregon and is hereinafter referred to as the Medici easement, and

WHEREAS, it is the desire of all parties to terminate the Medici easement and substitute in its place and stead the mutual easement rights created herein; now, therefore,

IN CONSIDERATION FOR THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, the parties agree as follows:

1. First Party does hereby give, grant and convey unto Third and Fourth Parties a non-exclusive vehicular access easement over and upon Parcel 2 described above in such driveways, roadways and thoroughfares as First Party may from time to time establish, construct and develop on the property, and to the access approach described in Exhibit A.

3-7-90

2. First Party does hereby give, grant and convey unto Third and Fourth Parties the non-exclusive right to park in any of the designated parking spaces as may be established and designated in Parcel 2 above described, excluding those parking spaces on that side of Parcel 2 immediately adjacent to First and Second Parties' professional office buildings, now or hereinafter constructed.

3. Third Party does hereby give, grant and convey unto First, Second and Fourth Parties a non-exclusive vehicular access easement over and upon Parcel 4 described above in such driveways, roads and thoroughfares as Third Party may from time to time establish, construct and develop on the property.

4. Third Party does hereby give, grant and convey unto First, Second and Fourth Parties the non-exclusive right to park in any of the designated parking spaces as may be established and designated in Parcel 4 above described, excluding those parking spaces immediately adjacent to Third Parties' commercial buildings located on the property.

5. Fourth Party does hereby give, grant and convey unto First, Second and Third Parties a non-exclusive vehicular access easement over and upon Parcel 5 described above in such driveways roads and thoroughfares as Fourth Party may from time to time establish, construct and develop on the property.

6. Fourth Party does hereby give, grant and convey unto First, Second and Third Parties the non-exclusive right to park in any of the designated parking spaces as may be established and designated in Parcel 5 above described, excluding those parking spaces immediately adjacent to Fourth Parties' professional office

05-1-8

building located on the property.

7. The Medici easement as defined and contained in the contract recorded in Film Volume 81, Page 880, Deed and Mortgage Records of Yamhill County and later amended by easement agreement recorded in Film Volume 150, Page 1890, is hereby abolished.

8. Each party shall be solely responsible for the upkeep, maintenance and repairs that are needed for their respective parcels, except that First and Second Party shall share in the ongoing maintenance expense for Parcel 2. Each party agrees and covenants to keep and maintain their parking area, driveways, roadways and thoroughfare in reasonable repair and in a condition that is compatible with each others property.

9. This agreement is binding upon the heirs, successors and assigns of all Parties and the access and parking easement rights herein contained shall be appurtenant to and run with the property of all Parties described above.

10. If the Parties cannot resolve any dispute arising out of this agreement, they agree to submit the matter to binding arbitration under the then existing rules of the American Arbitration Association, unless the Parties at that time mutually agree to another method of dispute resolution. Agreement by the Parties to mediation or some other form of private dispute resolution does not waive the requirement of submission to binding arbitration rather than litigation unless the Parties expressly so agree in writing. In the event of binding arbitration, the arbitrators may order any Party to pay the reasonable attorney's fees of any other Party.

Any arbitration or other dispute resolution shall, in



addition to the agreements herein contained, be guided by the principle to which each party subscribes, namely that by jointly working together, the parties can create a viable, safe and attractive professional and commercial area from which all benefit.

11. This agreement has been prepared by Allyn E. Brown, of Brown, Tarlow & Berry, P.C., Attorneys at Law, Newberg, Oregon, representing First Party herein.

12. Where the context so requires in this agreement, the singular shall include the plural and the term "Party" shall also include that Parties' tenants, employees, licensees, invitees, customers and patients.

IN WITNESS WHEREOF, the Parties have executed this agreement on the 28 day of February, 1990, at Newberg, Oregon.

FIRST PARTY

Patrick R. Maveety, M.D.

Gregory E. Skipper, M.D.

Yvonne M. Lyles, M.D.

Kathleen M. Weiss, M.D.

STATE OF OREGON )  
County of Yamhill ) ss.

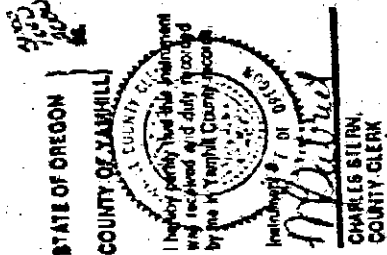
Personally appeared the above named Patrick R. Maveety, Gregory E. Skipper, M.D., Yvonne M. Lyles, M.D. and Kathleen M. Weiss, M.D., and acknowledged the foregoing instrument to be their voluntary act and deed.



Gregory E. Skipper  
Notary Public for Oregon  
My commission expires: 8-17-93

Diana S. Mock  
Diana S. Mock

02018



SEE R. BERRY

2-1-70

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

Personally appeared the above named Diana S. Mock and acknowledged the foregoing instrument to be her voluntary act and deed.



*Kathleen Criet*  
Notary Public for Oregon  
My commission expires: 8-17-93

*Harold J. Medici*  
Harold J. Medici

*Dorothy I. Medici*  
Dorothy I. Medici

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

Personally appeared the above named Harold J. Medici and Dorothy I. Medici, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



*Kathleen Criet*  
Notary Public for Oregon  
My commission expires: 7-2-92

*Terry L. Stellflug*  
Terry L. Stellflug, Trustee

*Susan D. Stellflug*  
Susan D. Stellflug, Trustee

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

Personally appeared the above named Terry L. Stellflug and Susan D. Stellflug, Trustees of the Stellflug Family Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.



*Kathleen Criet*  
Notary Public for Oregon  
My commission expires: 8-17-93

3-7-90

*Yonne by 100  
Rory Guts  
1-19-90*

CHIEF OF  
OFFICE  
100

F241P0795

1990 MAR -7 PM 4:27

NORTH 148.00 (145.11)

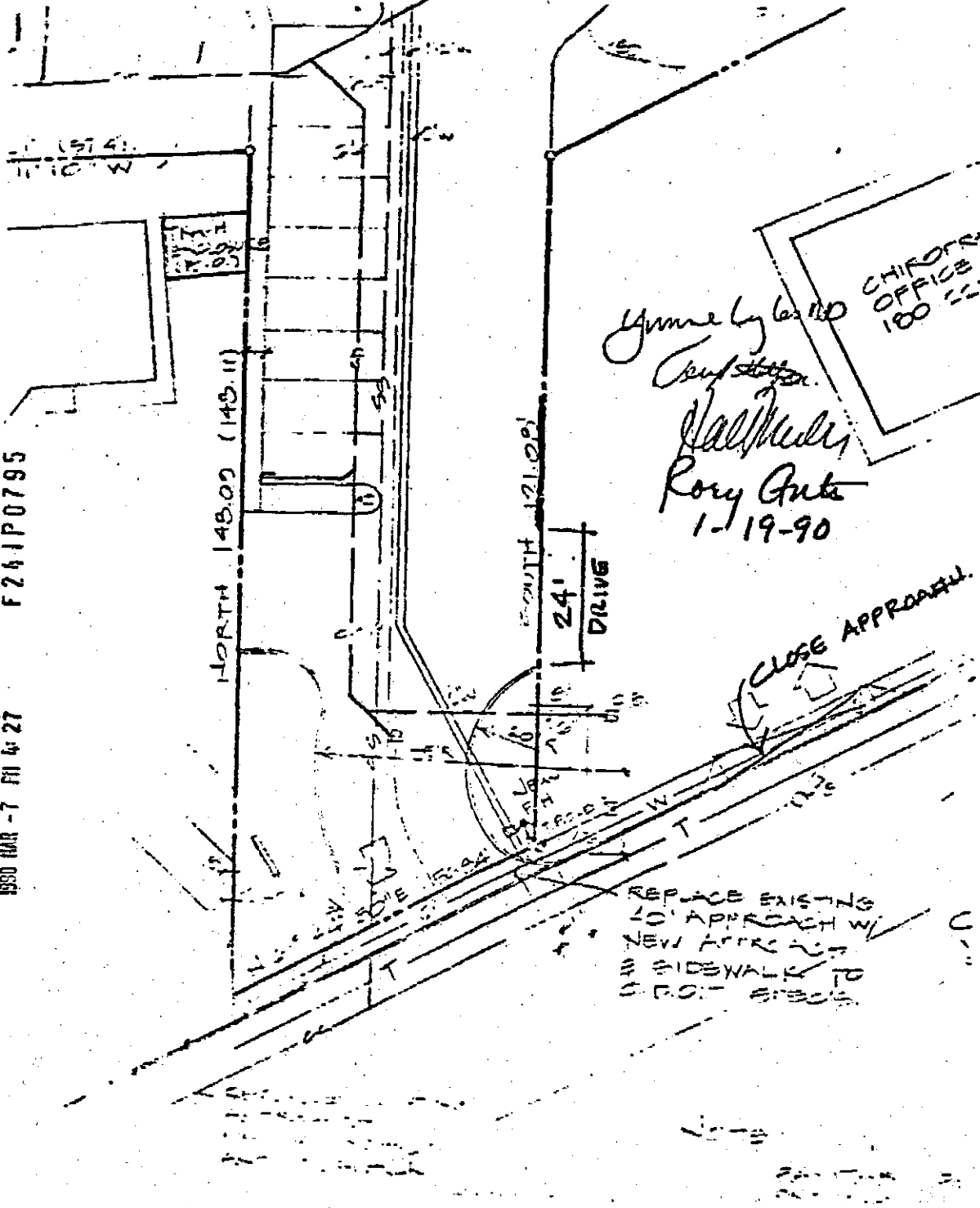
SOUTH 121.00

24' DRIVE

CLOSE APPROACH

REPLACE EXISTING  
10' APPROACH W/  
NEW APPROACH  
W/ SIDEWALK TO  
STREET SIDE.

5-1-70



# EXHIBIT E

AFTER RECORDING RETURN TO:

Michael G. Gunn  
Attorney at Law  
P.O. Box 1046  
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK

200324282



\$41.00

SEND ALL TAX STATEMENTS TO:

00142412200300242820040046

09/23/2003 09:35:22 AM

No Change

DHR-EDMR Cnt=1 Stn=2 ANITA  
\$20.00 \$10.00 \$11.00

## VACATION OF EASEMENT

This Vacation of Easement (herein known as "VACATION") is executed by Michael A. Douglas and modifies that certain Addendum to Easement Agreement dated August 12, 1989 and recorded on September 23, 1989 in Film Volume 236 Page 1807 of the deed and mortgage records of Yamhill County, OR with the modification as follows:

1. Paragraph 3 of the said Addendum to Easement Agreement is deleted such that after this said VACATION is recorded, the owner of real property more particularly described on attached Exhibit "A" will no longer have any parking rights for customers of the business resident on attached Exhibit "A" to park on the Providence parking lot, as those parking rights have been transferred to real property more particularly described on attached Exhibit "B" via an Easement of even date that is also being recorded. After the recording of the said Easement, customers of the business resident on attached Exhibit "B" shall have the right to park in Providence's parking lot.

Dated this 22 day of September, 2003.

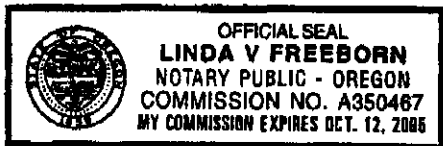
Michael A. Douglas

State of Oregon            )  
  ) ss  
County of Yamhill        )

Personally appeared before me the above-named Michael A. Douglas who acknowledged execution of the foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me this 22 day of September, 2003.

Notary Public for Oregon  
My commission expires: 10/10/05



THIS IS AN ACCOMMODATION RECORDING ONLY  
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT  
NORTHWEST TITLE COMPANY

EXHIBIT "A"

**BEGINNING** at a point on the East boundary line of the Daniel D. Deakins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 271.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1° 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

**EXCEPTING THEREFROM** the West 238 feet.

**ALSO SAVE AND EXCEPT** therefrom the Tract of land conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed Recorded August 14, 1985 in Film Volume 196, Page 1934, Microfilm Records, Yamhill County, Oregon.

**Subject to:** An easement created by instrument, as recorded in FV: 196, Page 1934, Microfilm Records of Yamhill County

**AND FURTHER EXCEPTING THEREFROM** that real property conveyed to the Oregon Department of Transportation by Stipulated Final Judgment in Yamhill County Circuit Court Case #CV00-357 and recorded on February 20, 2003 in Instrument #200304092.

EXHIBIT "B"

PAGE 1 of 2

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian in Yamhill County, Oregon, and being that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County, Oregon.

EXCEPTING therefrom Parcel 1, described as follows: A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of the property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 11.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 12.319 meters Westerly of said center line at Engineers Station "V" 0+293.018; thence Southwesterly in a straight line to a point opposite and 19.650 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineers Station "F" 25+163.272; thence Southwesterly parallel with said last mentioned "F" center line to a point opposite Engineers Station "F" 25+258.783.

The "V" center line of relocated Villa Road referred to herein is described as follows: Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

BEGINNING at Engineers "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

EXHIBIT "B"

PAGE 2 of 2

Bearings are based on County Survey No. CS 10493, dated October 1995, Yamhill County, Oregon.

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Film Volume 197, Page 845, Deed Records of Yamhill County.

RESERVING UNTO Grantor a permanent easement for slopes, water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under, and across the property more particularly described as follows:

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and being a portion of that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 13.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 14 meters Westerly of said center line at Engineer's Station "V" 0+279; thence Southerly in a straight line to a point opposite and 17 meters Westerly of said center line at Engineer's Station "V" 0+292; thence Southwesterly in a straight line to a point opposite and 22 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+168; thence Southwesterly in a straight line to a point opposite and 23 meters Northwesterly of said last mentioned "F" center line at Engineer's Station "F" 25+200.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

EXCEPTING therefrom Parcel 1.

**Addendum to Easement Agreement**

It is agreed between the undersigned that the following conditions also apply to the easement agreement dated August 9th, 1989 between the parties.

1. PIG should be jointly responsible with other users of said maintenance area for upkeep and repair of said easement area.
2. PIG agrees that there will be no construction of buildings or other structures within 10 feet of its easternmost boundary and the western boundary of property owned by Mike Douglas and Lois A. Douglas.
3. It is agreed that PIG will not object to occasional use of its parking lot by parties coming to Mike's Pharmacy.
4. It is agreed that the easement agreement including the conditions contained in this addendum will be formalized in an agreement containing the legal descriptions of real estate parcels owned or being purchased by the parties.
5. It is further agreed that this easement is personal to the members of PIG and may not be transferred prior to construction of a medical clinic on the real property of PIG.
6. In the event that PIG does not pursue construction of a medical clinic on said real property of PIG then this agreement and addendum shall be null and void.
7. At the time of construction of said clinic, PIG will be responsible for blacktopping said easement area to a depth that will be for traffic.

This easement agreement and this addendum shall be binding on the heirs, assigns, and successors in interest of the parties.

Dated this 12<sup>th</sup> day of August, 1989.

Pineal Investment Group  
Second Party

Greg Skiffery M.D.  
Greg Skiffery M.D.

Pat Maveaty M.D.  
Pat Maveaty, M.D.

Yvonne Lyles M.D.  
Yvonne Lyles, M.D.

Kathy Weiss M.D.  
Kathy Weiss, M.D.

Mikes's Medical Pharmacy  
Mike's

Mike Douglas  
Mike Douglas

Lois A. Douglas  
Lois A. Douglas

Order 53454 Ac 2073 P2

3220 BA. 400 1100  
21-05320

F TAILOR

9:29:89

8



**Easement Agreement**

August 9, 1989

This agreement, made and entered into this 10 day of August, 1989 by and between Mike Douglas dba Mike's Pharmacy, hereinafter referred to as Mike's, and Greg Skipper, M.D., Pat Maveety, M.D., Yvonne Lyles, M.D., Kathy Weiss, M.D., dba Fincal Investment Group, hereinafter referred to as FIG, and,

WHEREAS, Mike's is the owner of certain real premises located at 201 Villa Road to wit: beginning at a point on the East boundary line of the Daniel D. Deakins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 371.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1 degree 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

EXCEPTING THEREFROM the West 238 feet.

WHEREAS, FIG is or will be the owner of adjoining real premises to the West of Mike's real premises

WHEREAS, it is the desire of the parties to amend roadway easement privileges of FIG as the real premises owned by Mike's,

THEREFORE, in consideration of the mutual covenants and conditions as contained herein, it mutually understood and agreed as follows:

1. That Mike's does hereby give and grant unto FIG a non-exclusive easement for roadway purposes over and across the southerly 5.00 feet of the real premises as owned by Mike's. Such area is illustrated in Exhibit A attached hereto.
2. It is understood and agreed that this easement Agreement shall be binding upon the heirs, executors, and assigns of all the parties and shall run with the land.
3. In Witness Whereof, the said parties have executed this agreement the and year above written.

Mike's Medical Pharmacy  
Mike's

*Mike Douglas*  
Mike Douglas  
*Chris A. Douglas*

Fincal Investment Group  
Second Party

*Greg Skipper*  
Greg Skipper, M.D.

*Pat Maveety*  
Pat Maveety, M.D.

*Yvonne Lyles*  
Yvonne Lyles, M.D.

*Kathy Weiss*  
Kathy Weiss, M.D.

STATE OF OREGON )

County of Yamhill ) ss.  
I hereby certify that the within was received and duly recorded by me in Yamhill County records.

CHARLES STERN, COUNTY CLERK

*Charles Stern*

250  
100

09013

9:29:89

3226A-100

WARRANTY DEED

GRANTOR: [Name]

GRANTEE AND SUCCESSORS TO

GRANTEE: [Name]

3226A-100  
31-04450

The following described real property... including at a point on the East boundary line of the Donald E. Swanson... 70 feet to a point marked with an iron pipe...

EXCEPTING THEREFROM the West 330 feet.

ALSO HAVE AND EXCEPT therefrom the West of land conveyed to the State of Oregon... by and through the Department of Transportation, Highway Division...

Subject to: An easement created by Instrument, as recorded in P.V. 104, Page 1934, Macrowild Records of Yamhill County.

The grantor will do all that is necessary to carry out the intention of this instrument... The tax and other conditions for this matter are \$ 49,950.00...

DATED: March 19, 1968

GRANTOR: [Signature] Stanley D. Lora

Form with fields for recording date (March 19, 1968), grantor name (Stanley D. Lora), and other details.

WARRANTY DEED section with address: Lois A. Swanson, 11500 NE Anne Drive, Seaside, OR 97132

STATE OF OREGON stamp with recording date 01235 and County of Yamhill.

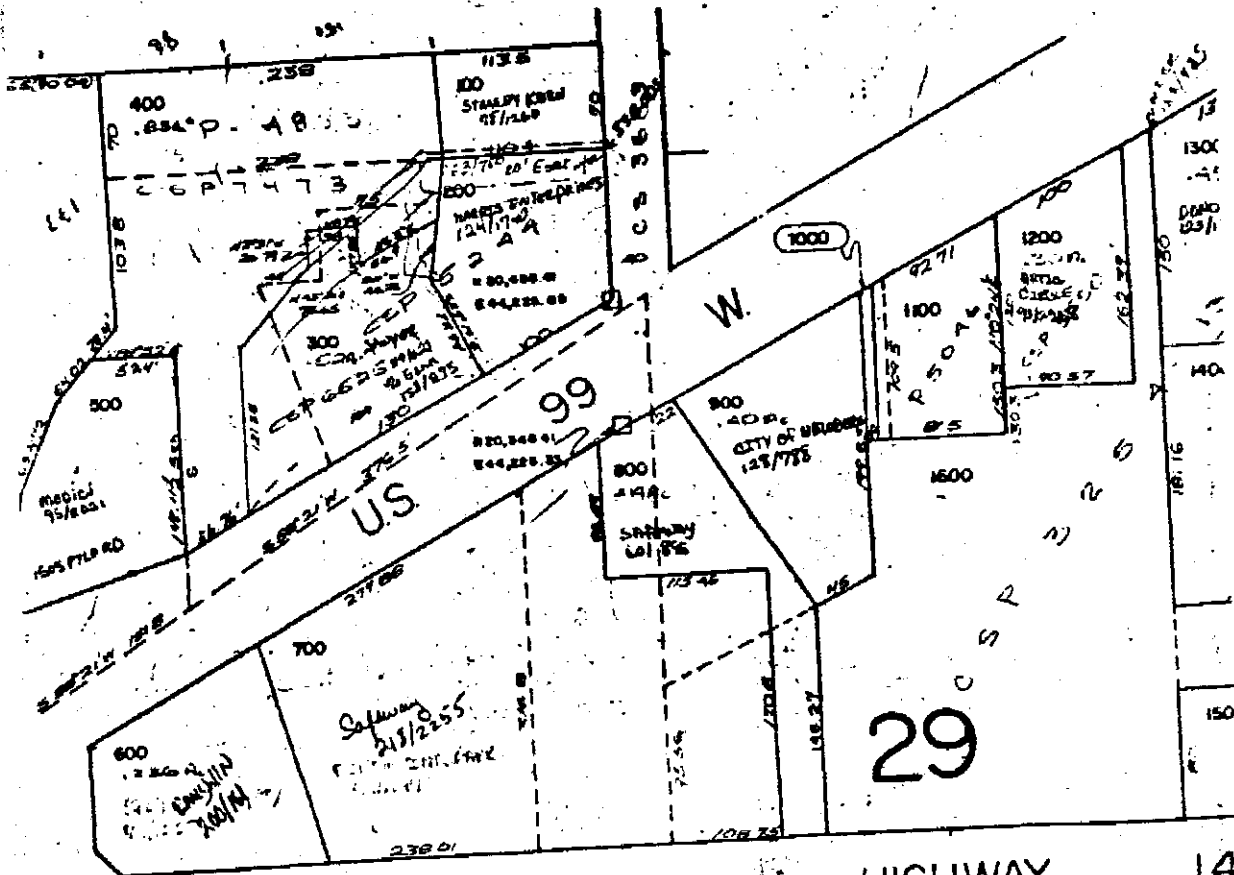
3-11-88

9-29-89

Exhibit A

1" = 100'

SEE MAP 3 2 17CD



STATE SECONDARY HIGHWAY 14

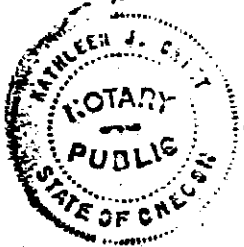
2400	2300	2200	2100	2000	1900	1800	1700	1600	1500	1400	1300	1200	1100	1000	900	800	700	600	500	400	300	200	100	0	
Johnson 11/1/84																									
2500	2400	2300	2200	2100	2000	1900	1800	1700	1600	1500	1400	1300	1200	1100	1000	900	800	700	600	500	400	300	200	100	0
ELDE 12/1/84																									
2800	2700	2600	2500	2400	2300	2200	2100	2000	1900	1800	1700	1600	1500	1400	1300	1200	1100	1000	900	800	700	600	500	400	300
2600	2500	2400	2300	2200	2100	2000	1900	1800	1700	1600	1500	1400	1300	1200	1100	1000	900	800	700	600	500	400	300	200	100

9:29:89

STATE OF OREGON )  
County of Yamhill ) ss.

On the 20th day of September, 1989, personally appeared the  
within named Greg Skipper MD, Pat Maxcety MD, Yvonne  
Syles MD, Kathleen Weiss MD

and acknowledged the foregoing instrument to be his voluntary act  
and deed.

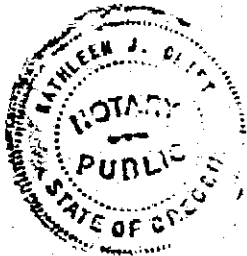


Kathleen Clift  
Notary Public for Oregon  
My commission expires: 8-17-93

STATE OF OREGON )  
County of Yamhill ) ss.

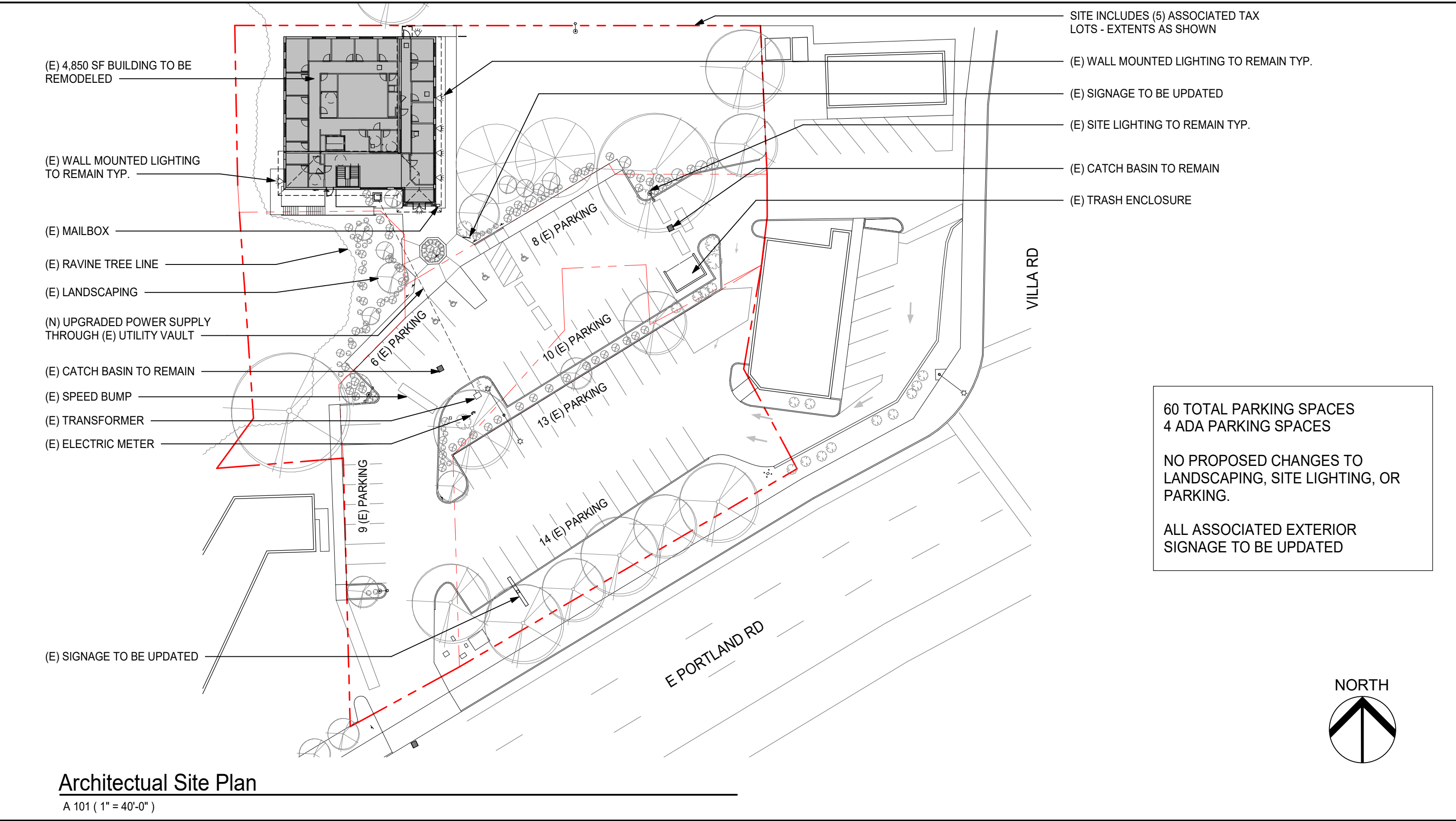
On the 20th day of September, 1989, personally appeared the  
within named Mike Douglas, Ross Douglas

and acknowledged the foregoing instrument to be his voluntary act  
and deed.



Kathleen Clift  
Notary Public for Oregon  
My commission expires: 8-17-93

9:29:89



(E) 4,850 SF BUILDING TO BE REMODELED

(E) WALL MOUNTED LIGHTING TO REMAIN TYP.

(E) MAILBOX

(E) RAVINE TREE LINE

(E) LANDSCAPING

(N) UPGRADED POWER SUPPLY THROUGH (E) UTILITY VAULT

(E) CATCH BASIN TO REMAIN

(E) SPEED BUMP

(E) TRANSFORMER

(E) ELECTRIC METER

(E) SIGNAGE TO BE UPDATED

SITE INCLUDES (5) ASSOCIATED TAX LOTS - EXTENTS AS SHOWN

(E) WALL MOUNTED LIGHTING TO REMAIN TYP.

(E) SIGNAGE TO BE UPDATED

(E) SITE LIGHTING TO REMAIN TYP.

(E) CATCH BASIN TO REMAIN

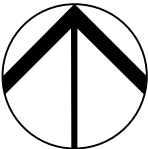
(E) TRASH ENCLOSURE

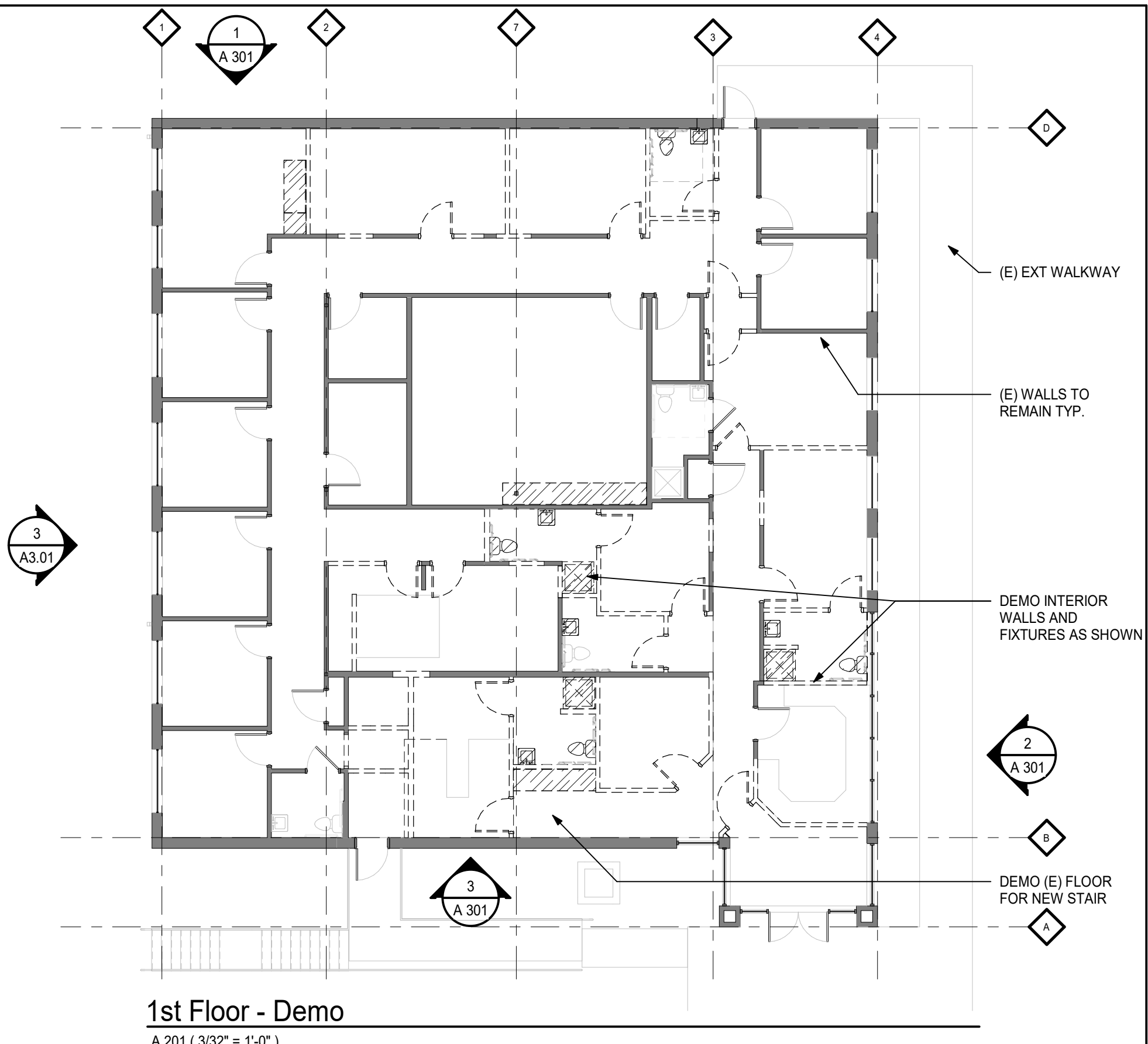
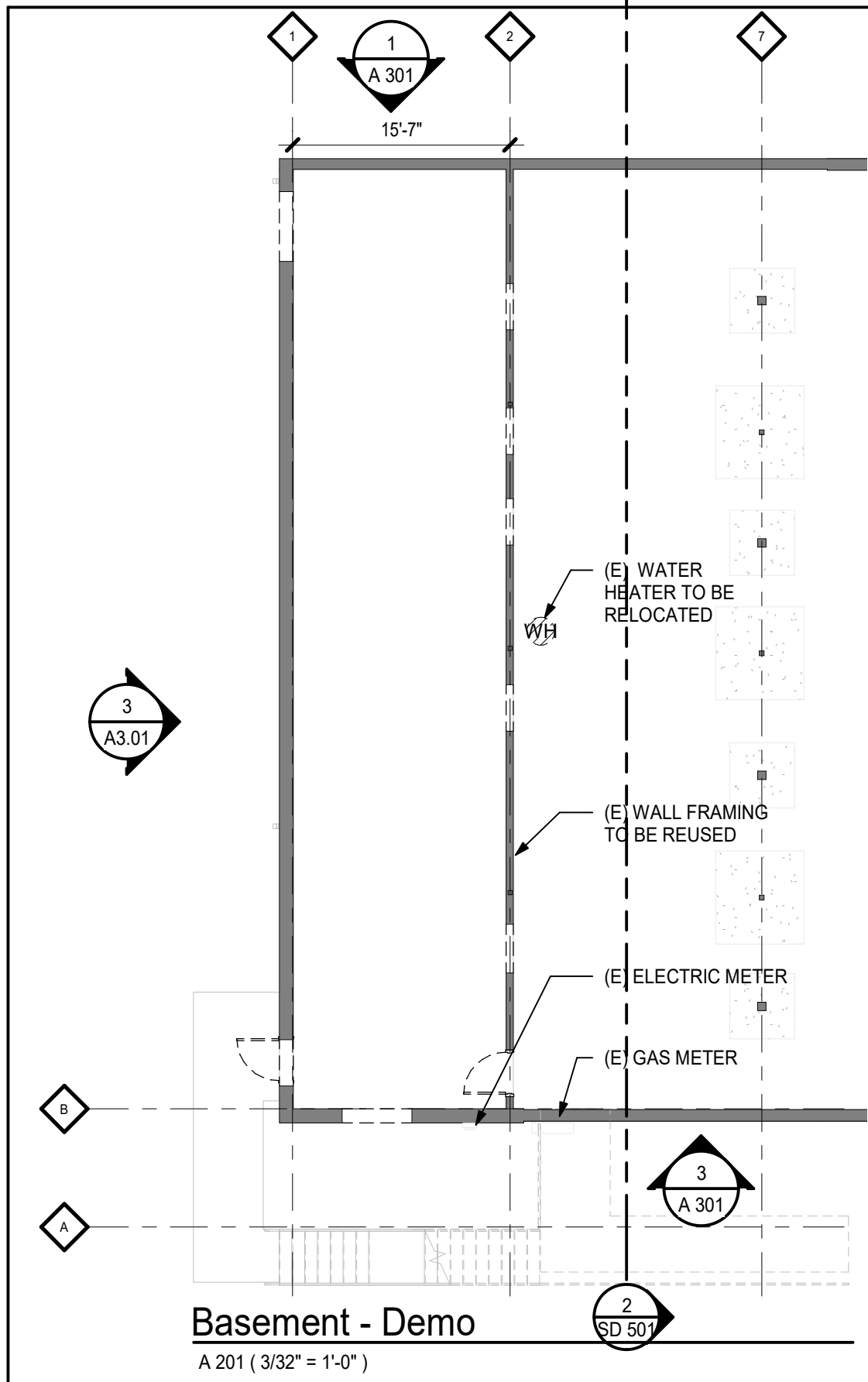
60 TOTAL PARKING SPACES  
4 ADA PARKING SPACES

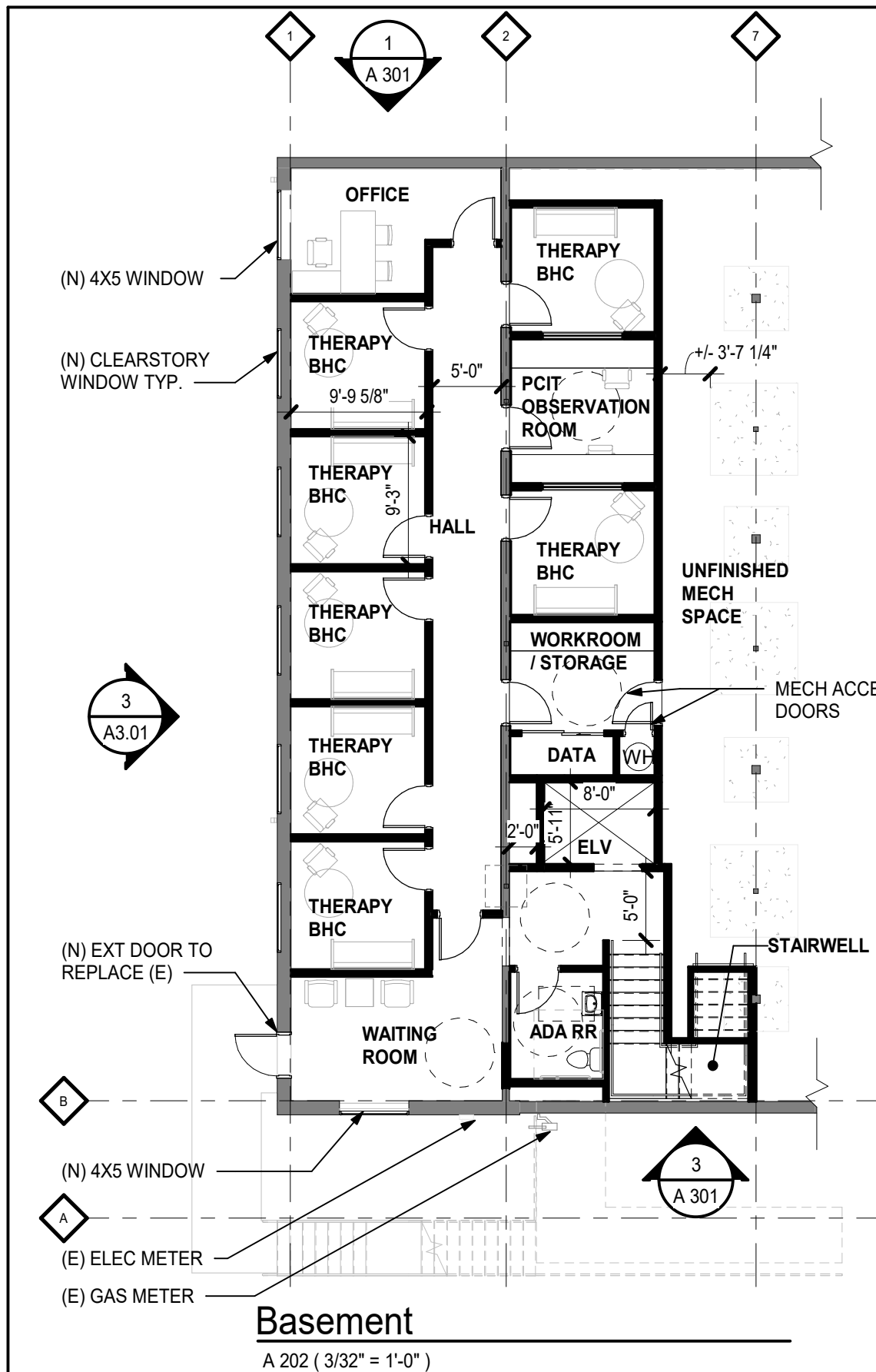
NO PROPOSED CHANGES TO LANDSCAPING, SITE LIGHTING, OR PARKING.

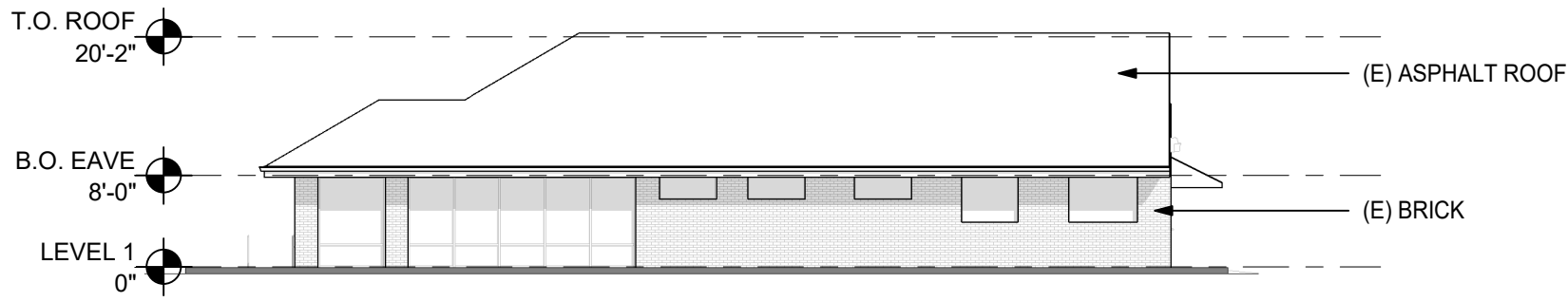
ALL ASSOCIATED EXTERIOR SIGNAGE TO BE UPDATED

NORTH



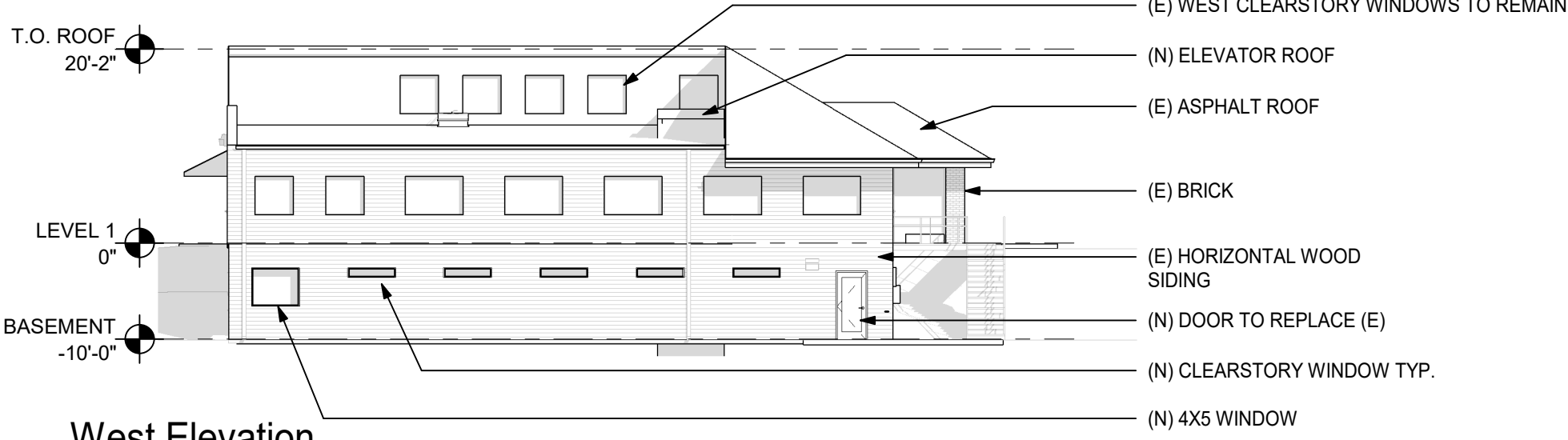






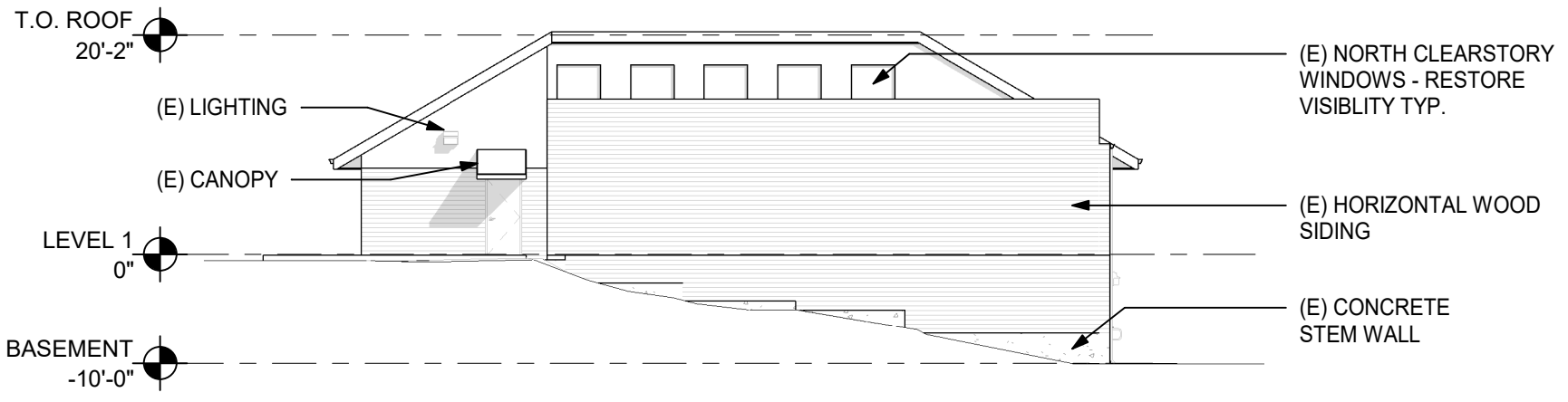
**East Elevation**

A 301 ( 1/16" = 1'-0" )



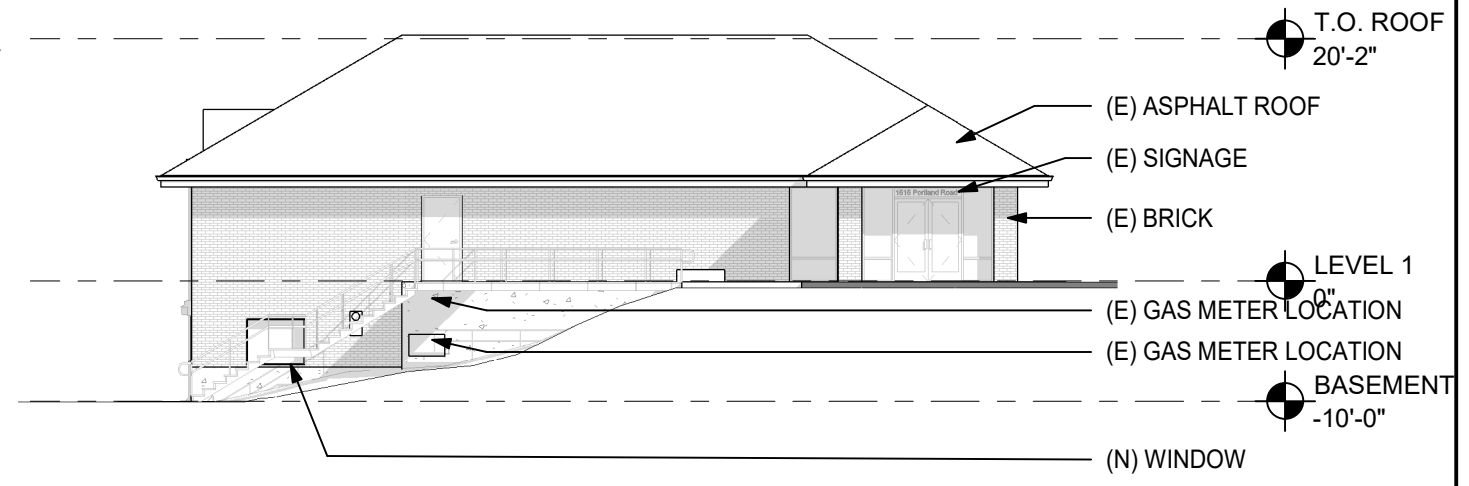
**West Elevation**

A 301 ( 1/16" = 1'-0" )



**North Elevation**

A 301 ( 1/16" = 1'-0" )



**South Elevation**

A 301 ( 1/16" = 1'-0" )



# EXHIBIT B

AFTER RECORDING RETURN TO:

Michael G. Gunn P.C.  
Attorney at Law  
P.O. Box 1046  
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK

200324281



\$96.00

SEND ALL TAX STATEMENTS TO:

00142411200300242810150152

09/23/2003 09:34:21 AM

No Change

DMR-EDMR Cnt=1 Stn=2 ANITA  
\$75.00 \$10.00 \$11.00

## EASEMENT

This Easement (herein known as "EASEMENT") is made and executed this 16 day of September, 2003, by and between Michael A. Douglas (herein known as "Douglas") and Providence Health System - Oregon (herein known as "Providence");

### WITNESSETH:

1. WHEREAS, Douglas is the owner of real property more particularly described on attached Exhibit "A" (herein known as "Douglas existing pharmacy property") and more particularly described on attached Exhibit "B" (herein known as "Douglas proposed pharmacy property").

2. WHEREAS, Providence is the owner of real property more particularly described on attached Exhibit "C" (herein known as "Providence property").

3. WHEREAS, the building that is resident on the proposed pharmacy property is presently vacant, and Douglas desires to utilize the said building as a retail pharmacy as well as a storage facility.

4. WHEREAS, there is a dispute between both parties regarding easement rights that each party may have over the other parties' property, and both parties desire to fully resolve the matter via this EASEMENT.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions contained herein, both Douglas and Providence bargain and agree as follows:

1. The RECITALS set forth above are true and accurate and are incorporated herein.

2. Providence hereby conveys unto Douglas an easement for egress purposes over a portion of Providence property with the said easement more particularly described on attached Exhibit "D" and set forth as "Parcel D- Ingress and Egress Easement" on the map attached hereto as Exhibit "E" with the purpose of the said easement to allow vehicular traffic which enters the proposed pharmacy property from Villa Rd to utilize drive thru windows on the west side of the said building

THIS IS AN ACCOMMODATION RECORDING ONLY  
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT  
NORTHWEST TITLE COMPANY

resident on the Douglas proposed pharmacy property and to also allow vehicular traffic which enters the proposed pharmacy property from Villa Rd and which utilizes parking facilities on the east end of the proposed pharmacy property, to then drive onto the said Providence parking lot so as to then exit the said vehicular traffic onto OR State Hwy 99W.

A. Both Providence and Douglas specifically agree that unless specific written authorization is granted by the City of Newberg, there are to be no improvements (other than asphalt or concrete associated with the said pavement) constructed within this said easement area (i.e., a "no build" zone required for fire purposes since the said building is built to within one foot of the property line separating the Providence property from the proposed pharmacy property); provided, however, that both Providence and Douglas agree that Douglas has obtained permission from the City of Newberg to construct an awning on the said building resident on the Douglas proposed pharmacy property that overhangs approximately 3' into the said easement.

B. Douglas agrees to post any signage that is reasonably necessary to inform customers associated with the proposed pharmacy property that vehicular traffic is to egress through the Providence parking lot and exit on to OR State Hwy 99W, rather than driving "back through" the Providence parking lot and then exiting onto Villa Rd.

1). Providence reserves the right to approve all proposed signage of Douglas associated with these said easements, with approval by Providence not to be unreasonably withheld, and Providence shall have ten (10) days from the date of receipt of the proposed plans to review those plans. If there has been no communication from Providence at the expiration of the said ten (10) day time period, the proposed plans are automatically approved.

2). The said Notice shall be addressed to Dana White whose address is as follows: Regional Real Estate, 4706 NE Glisan #101, Portland, OR 97213 with a copy also to John Bridges, Attorney at Law, 515 E. 1<sup>st</sup> St, Newberg, OR 97132. The RE line on the communication shall also set forth **IN BOLD FACED AND WITH CAPITAL LETTERS** that the Notice is subject to a ten (10) day time period for response by Providence.

3. Providence hereby conveys unto Douglas easements for landscaping purposes over a portion of the Providence property with the easements more particularly described on attached Exhibits "F" and "G" and set forth as "Parcel F and Parcel G - Landscape Easement" on the map attached hereto as Exhibit "E".

A. Providence reserves the right to approve all landscaping plans of Douglas associated with these said easements, with approval by Providence not to be unreasonably withheld, and Providence shall have ten (10) days from the date of receipt of the proposed plans to review those plans. If there has been no communication from Providence at the expiration of the said ten (10) day time period, the proposed plans are

automatically approved with the said Notice addressed in the same manner as set forth above in Paragraph 2B2).

4. Douglas is responsible for all the maintenance, repairs, and improvements associated with the easements set forth on attached Exhibits "D", "F", and "G".

5. At all material times herein, Douglas agrees to maintain a standard business owners' liability insurance policy with limits not less than \$1,000,000 aggregate naming Providence as an additional named insured.

6. Providence agrees to allow Douglas a maximum of four (4) parking spots for employee purposes associated with the proposed pharmacy property with the location of the parking spots designated by Providence in the southwest corner of the Providence parking lot, and Douglas agrees to notify his employees not to park in any area immediately in front of the existing or future Providence medical building as that area is reserved for patients.

7. Providence warrants and represents to Douglas that there are no money encumbrances which encumber the said Providence property.

8. Douglas hereby conveys unto Providence an easement over a portion of the existing pharmacy property for garbage dumpster purposes with the said easement more particularly described on attached Exhibit "H" and set forth as "Parcel H - Dumpster Easement" on the map attached hereto as Exhibit "E" with specific terms and conditions as follows:

A. Douglas shall construct as directed by the City of Newberg and maintain at his expense the said area where the garbage dumpsters are located as set forth on Exhibit "H"; provided, however, that Providence is responsible for the cost of any maintenance and repairs that are required based on the action of Providence or any person or party acting by and through Providence.

B. Providence will be allowed space for one (1) standard size one yard garbage dumpster and one standard size 100 gallon recycling bin.

C. Providence agrees by the execution and recording of this EASEMENT, that unless authorized to do so by the City of Newberg, there are to be no improvements constructed (other than asphalt or concrete paving) in the area more particularly described on attached Exhibit "I" (i.e., this is a "no build" area required for fire purposes because of the set back requirement associated with the location of garbage dumpsters and the fences surrounding those dumpsters).

9. At all material times herein, Providence agrees to maintain a standard business owners' liability insurance policy associated with its use of the garbage dumpster easement as set forth above with limits not less than \$1,000,000 aggregate naming Douglas as an additional named insured.

10. Douglas warrants and represents to Providence that there are no money encumbrances which encumber the said existing pharmacy property.

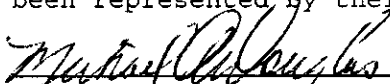
11. Providence and Douglas agree that customers of the existing pharmacy property have rights to park in the Providence property parking lot under the terms and conditions of that certain agreement September 23, 1989 in Film 236 Page 1807 of the deed and mortgage records of Yamhill County, and that both Providence and Douglas agree to allow Douglas to transfer those customer parking rights to the proposed pharmacy property so that customers of the proposed pharmacy property have the right to park in the Providence parking lot; provided, however, that Douglas agrees to inform customers through reasonable signage that they are not to park in any area of the Providence parking lot that is immediately in front of the existing Providence medical building as that area is reserved for patients, and furthermore, that subsequent to the date of recording hereof, that customers of the existing pharmacy property shall no longer have any rights to park in the Providence property parking lot.

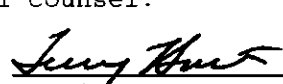
12. All of the said easements set forth herein are perpetual in nature and "run with the land."

13. In case of a breach of any term or condition by either party, the non-breaching party is afforded all available remedies both at law and in equity.

14. In case any suit or action is required to enforce any of the terms and conditions of this said EASEMENT, the non-prevailing party is required to pay the prevailing party's reasonable attorney fees and costs incurred in enforcing the term or condition, both at trial and on appeal.

15. In executing this EASEMENT, both parties agree that they have been represented by their own legal counsel.

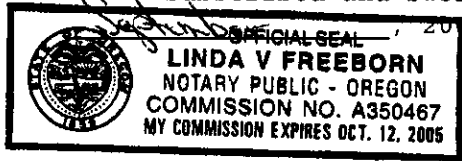
  
\_\_\_\_\_  
Michael A. Douglas

  
\_\_\_\_\_  
Providence Health System - Oregon

State of Oregon     )  
                                  )ss  
County of Yamhill    )

Personally appeared before me the above-named Michael A. Douglas who acknowledged execution of the foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me this 18 day of



Linda V. Freeborn  
Notary Public for Oregon  
My commission expires 10/12/05

State of Oregon     )  
                                  )ss  
County of Multnomah

Personally appeared before me the above-named Terry Smith who stated that he was the CEO of Providence Health System - Oregon and who further stated that he was executing the foregoing document with the authority of the Board of Trustees.

Subscribed and sworn to before me this 16 day of  
September, 2003.



Melissa Lind  
Notary public for Oregon  
My commission expires Oct. 20, 2004

EXHIBIT "A"

**BEGINNING** at a point on the East boundary line of the Daniel D. Deskins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 271.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1° 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

**EXCEPTING THEREFROM** the West 238 feet,

**ALSO SAVE AND EXCEPT** therefrom the Tract of land conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed Recorded August 14, 1985 in Film Volume 196, Page 1934, Microfilm Records, Yamhill County, Oregon.

**Subject to:** An easement created by instrument, as recorded in FV: 196, Page 1934, Microfilm Records of Yamhill County

**AND FURTHER EXCEPTING THEREFROM** that real property conveyed to the Oregon Department of Transportation by Stipulated Final Judgment in Yamhill County Circuit Court Case #CV00-357 and recorded on February 20, 2003 in Instrument #200304092.

6/15

EXHIBIT "B"

PAGE 1 of 2

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian in Yamhill County, Oregon, and being that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County, Oregon.

EXCEPTING therefrom Parcel 1, described as follows: A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of the property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 11.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 12.319 meters Westerly of said center line at Engineers Station "V" 0+293.018; thence Southwesterly in a straight line to a point opposite and 19.650 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineers Station "F" 25+163.272; thence Southwesterly parallel with said last mentioned "F" center line to a point opposite Engineers Station "F" 25+258.783.

The "V" center line of relocated Villa Road referred to herein is described as follows: Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

BEGINNING at Engineers "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

7115

EXHIBIT "B"

PAGE 2 of 2

Bearings are based on County Survey No. CS 10493, dated October 1995, Yamhill County, Oregon.

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Film Volume 197, Page 845, Deed Records of Yamhill County.

RESERVING UNTO Grantor a permanent easement for slopes, water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under, and across the property more particularly described as follows:

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and being a portion of that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 13.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 14 meters Westerly of said center line at Engineer's Station "V" 0+279; thence Southerly in a straight line to a point opposite and 17 meters Westerly of said center line at Engineer's Station "V" 0+292; thence Southwesterly in a straight line to a point opposite and 22 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+168; thence Southwesterly in a straight line to a point opposite and 23 meters Northwesterly of said last mentioned "F" center line at Engineer's Station "F" 25+200.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

EXCEPTING therefrom Parcel 1.

8/15



**EXHIBIT C**

**Tract C  
Sisters of Providence in Oregon**

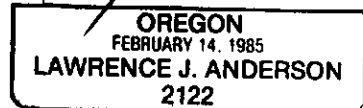
A tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at a point at the intersection of the northerly line of Pacific Highway West (Highway 99W) with the Southerly portion of the West line of Parcel 2 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File P-12-89; said north right-of-way line being parallel with and 19.650 meters distant from the centerline of the relocated Pacific Highway West, Engineer's Centerline "F" as described in Instrument No. 200120558, Yamhill County Deed Records;

Thence continuing North, along said west line of Parcel 2, P-12-89, 119.04 feet more or less to an iron rod; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West 93.37 feet to an iron rod at the westernmost southwest corner of Parcel 1 of said Partition P-12-89; thence North 02°09'20" West 12.23 feet to an iron pipe; thence North 00°43'40" East 72.30 feet to an iron rod; thence South 88°11'40" East 237.90 feet to an iron rod; thence South 00°43'40" East 67.24 feet to an iron rod at the northeast corner of Parcel 2 of said Partition P-12-89; thence South 0°43'40" East 2.74 feet to an iron rod; thence South 1°54'20" West 19.79 feet to an iron rod at an angle point in the common boundary between the "A&W Tract" and the "Gettman Tract", agreement recorded Film 118 Page 1173 Yamhill County Deed Records; thence along said agreement boundary South 10°54'30" West 62.40 feet to an iron rod, and South 25°18'30" East 51.47 feet more or less to the northerly line of said relocated Pacific Highway West at a point 19.650 meters northwesterly as measured perpendicular with Engineer's Centerline "F"; thence southwesterly along the north line of Pacific Highway West 239.74 feet more or less to the point of beginning.



*Lawrence J. Anderson*



EXP 12-31-03

9/15

**EXHIBIT D**

**PARCEL D**

**Permanent Easement for Ingress and Egress**

A parcel of land is located in the Northwest Quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, more particularly described as follows:

Beginning at an iron rod at the NE corner of Parcel 2 of Tax Lot No. 3220BA-400, Partition P-12-89, City of Newberg Partition File, recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422, Yamhill County Survey Records,

thence S 00°43'40" E, 2.74 feet along the east line of said Parcel 2 to an iron rod marking the northwest corner of the Gettman Tract, as recorded in Film Volume 66, Page 150, Deed Records of Yamhill County;

Thence continuing along the west line of said Gettman Tract the following courses:

S 1°54'20" W, 19.79 feet;

S 10°54'30"W, 62.40 feet;

S 25°18'30" E, 51.47 feet more or less to the north line of Pacific Highway West (99W) said north line being 19.650 meters northwesterly of the Engineer's Centerline "F" of the relocated Pacific Highway as described in Instrument No. 200120558 Yamhill County Deed Records;

Thence N 70°32'16" W 62.34 feet

Thence S 60°01'08"W 124.20 feet;

Thence S 00°01'30" W 56.34 feet to the north line of said Pacific Highway West;

Thence S60°25'34"W along said north line of Pacific Highway West 13.80 feet;

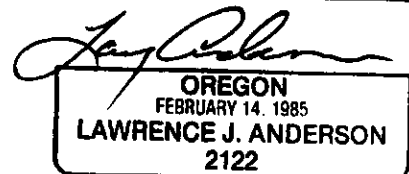
Thence N 00°01'30" E, 68.84 feet;

Thence N 60°01'08" E, 166.97 feet;

Thence N 10°54'30" E, 82.86 feet to the north line of said Parcel 2, Partition P-12-89;

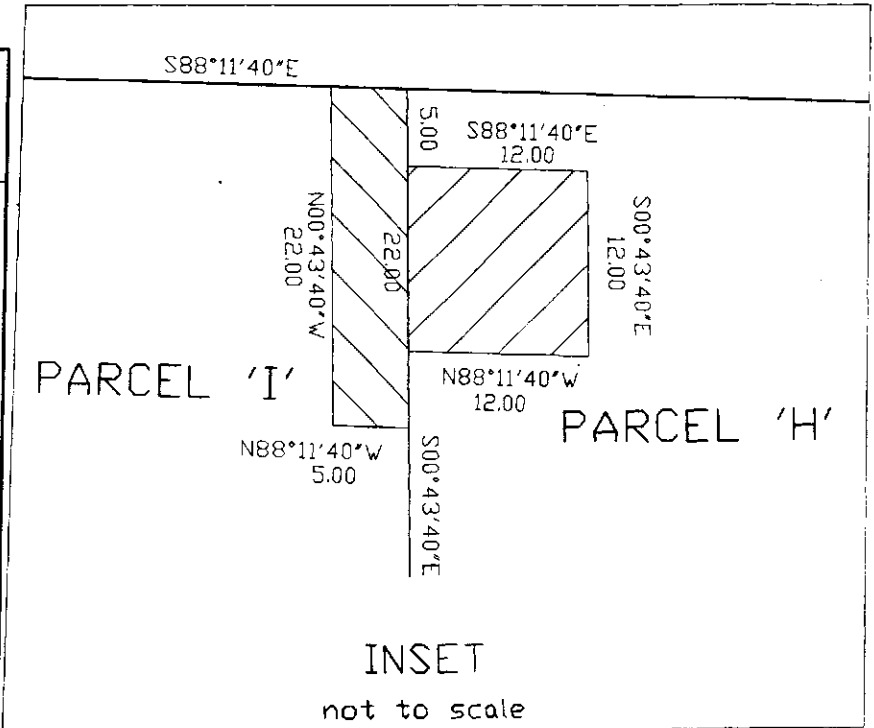
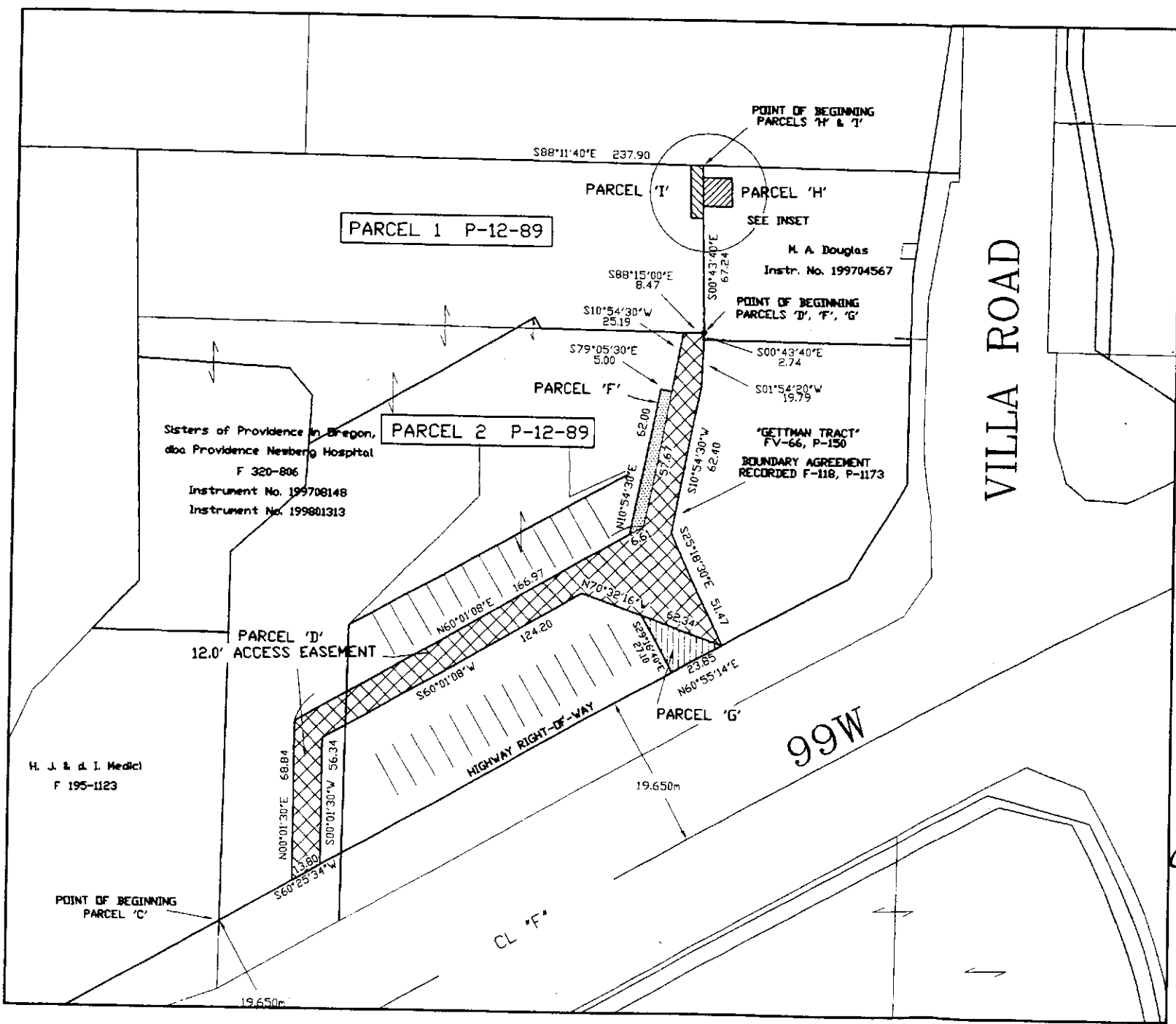
Thence S 88°15'00" E, 8.47 feet to the point of beginning.

Containing 4,472 sq. ft. more or less.



EXP 12-31-03

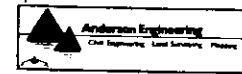
10/15



N  
 SCALE 1" = 50'  
**REGISTERED PROFESSIONAL LAND SURVEYOR**  
 LAWRENCE J. ANDERSON  
 2122  
 EXP 12-31-03

**LEGEND**

- PARCEL 'D' INGRESS AND EGRESS EASMT
- PARCEL 'F' LANDSCAPE EASEMENT
- PARCEL 'G' LANDSCAPE EASEMENT
- PARCEL 'H' DUMPSTER EASEMENT
- PARCEL 'I' NO-BUILD EASEMENT



112 N. SPRINGBROOK ROAD  
 NEWBERG, OREGON 97132

EASEMENT EXHIBIT E  
 9/04/03

17/1

**EXHIBIT F**

**Parcel F  
Permanent Landscape Easement**

A parcel of land in located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File No. P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records County Survey

Thence, along the north of said Parcel 1, N 88°15'00" W, 8.47 feet to a point;

Thence S 10°54'30" E, 25.19 feet to the TRUE POINT OF BEGINNING;

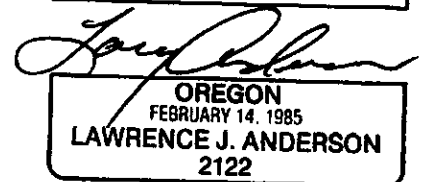
Thence S 10°54'30" W, 57.67 to a point;

Thence S 60°01'08" W, 6.61 feet to a point;

Thence N 10°54'30" E, 62.00;

Thence S 79°05'30" E, 5.00 feet to the point of beginning.

Containing 299 sq. ft. more or less.



*EXP 12-31-03*

*12/15*

## EXHIBIT G

### Parcel G Permanent Landscape Easement

A parcel of land is located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Commencing at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File No. P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records County Survey

Thence S 00°43'40" E, 2.74 feet along the east line of said Parcel 2 to an iron rod marking the northwest corner of the Gettman Tract, as recorded in Film Volume 66, Page 150, Deed Records of Yamhill County;

Thence continuing along the west line of said Gettman Tract the following courses:

S 1°54'30" W, 19.79 feet;

S 10°54'30"W, 62.40 feet;

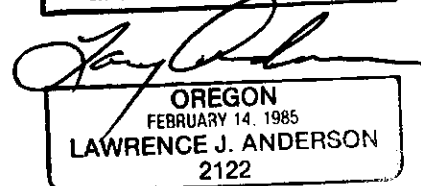
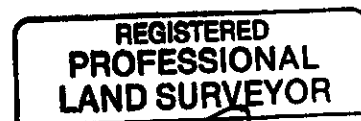
S 25°18'30" E, 51.47 feet more or less to the north line of Pacific Highway West (99W) said north line being 19.650 meters westerly of the Engineer's Centerline "F" of the relocated Pacific Highway as described in Instrument No. 200120558 Yamhill County Deed Records, and the TRUE POINT OF BEGINNING of Parcel- G

Thence N 70°32'16" W 36.17 feet;

Thence S 29°16'40" E 27.10 feet to the north line of said Pacific Highway West (99W);

Thence along said north line of Pacific Highway West N 60°55'14"W 23.85 feet to the TRUE POINT OF BEGINNING.

Containing 320 sq. ft. more or less.



CRD 12-3-03

13/15

**EXHIBIT H**

**Parcel H  
Dumpster Easement**

A parcel of land in located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File No. P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records Thence, along the east line of said Parcel 1, S 00°43'40"E 5.00 feet to the TRUE POINT OF BEGINNING of Parcel H;

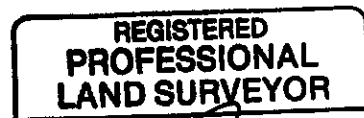
Thence S 88°11'40" E, parallel with the north line of said Parcel 1, 12.00 feet

Thence S 00°43'40"E, parallel with the east line of said Parcel 1, 12.00 feet;

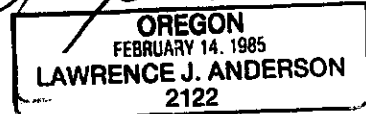
Thence N 88°11'40" W, parallel with the north line of said Parcel 1, 12.00 feet to the east line of said Parcel 1;

Thence along the east line of said Parcel 1, N 00°43'40"W 12.00 to the TRUE POINT OF BEGINNING

Containing 143 sq. ft. more or less.



A handwritten signature in cursive script, appearing to read "Lawrence J. Anderson".



*EXP 12-11-03*

*14/15*

**EXHIBIT I**

**Parcel I  
No-build Easement**

A parcel of land in located in the northwest quarter of Section 20, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, and more particularly described as follows:

Beginning at the northeast corner of Parcel 1 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File P-12-89 as recorded in survey by Russell Lawrence dated December 29, 1989 as CSP-9422 Yamhill County Survey Records  
Thence along the east line of said Parcel 1, S 00°43'40"E 22.00 feet  
Thence N 88°11'40" W, parallel with the north line of said Parcel 1, 5.00 feet  
Thence N 00°43'40" W, parallel with the east line of said Parcel 1, 22.00 to the north line of said Parcel 1  
Thence along the north line of said Parcel 1, S 88°11'40" E 5.00 feet to the point of beginning.

Containing 110.0 square feet more or less

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
FEBRUARY 14, 1985  
LAWRENCE J. ANDERSON  
2122

EXP 12-31-03

15/15

# EXHIBIT C

AFTER RECORDING RETURN TO:

Michael G. Gunn  
Attorney at Law  
P.O. Box 1046  
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS  
JAN COLEMAN, COUNTY CLERK



\$76.00

SEND ALL TAX STATEMENTS TO:

200409204 1:24:18 PM 5/11/2004  
DMR-EDMR Cnt=1 Stn=1 KAREN  
\$55.00 \$10.00 \$11.00

No Change

## EASEMENT

This Modification of Easement (herein known as "MODIFICATION") is made and executed this 14 day of April, 2004, by and between Michael A. Douglas (herein known as "Douglas") and Providence Health System - Oregon (herein known as "Providence");

### WITNESSETH:

1. WHEREAS, Douglas is the owner of real property more particularly described on attached Exhibit "A" (herein known as "Douglas existing pharmacy property") and more particularly described on attached Exhibit "B" (herein known as "Douglas proposed pharmacy property").

2. WHEREAS, Providence is the owner of real property more particularly described on attached Exhibit "C" (herein known as "Providence property").

3. WHEREAS, on or about September 16, 2003, Douglas and Providence executed an Easement Agreement which resolved various issues between the parties and which was recorded on September 23, 2004 in Instrument #200324281 of the Deed and Mortgage records of Yamhill County, OR.

4. WHEREAS, one of the provisions of the said Easement was that Douglas conveyed to Providence and easement over a certain portion of Douglas' property for garbage dumpster purposes as Douglas was required to construct an enclosure on Douglas' property which enclosed separate dumpsters and recycling bins utilized by Douglas and Providence, and Douglas was also required to allow Providence space within that enclosure for Providence's garbage dumpster as well as Providence's recycling bin.

5. WHEREAS, the size of the enclosure as contemplated by the parties as set forth in the said Easement Agreement was not of sufficient size, and Newberg Garbage Service Inc. (the garbage hauler) required that the size of the enclosure be increased.

6. WHEREAS, because of the requirement in the increase in the size of the enclosure as set forth above, the said enclosure would have to be located partially on Douglas' property and partially on Providence's property.

1 MODIFICATION OF EASEMENT

THIS IS AN ACCOMMODATION RECORDING ONLY  
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT  
NORTHWEST TITLE COMPANY

1/11



7. WHEREAS, Providence has determined that it has sufficient space on its property to locate both its garbage dumpster and recycling bin and that it will no longer be necessary for Douglas to provide a location on his property for Providence's garbage dumpster and recycling bin.

8. WHEREAS, both parties desire to modify the terms and conditions of the Easement Agreement accordingly.

NOW, WHEREFORE, in consideration of the mutual covenants and restrictions set forth herein, both Douglas and Providence bargain and agree as follows:

1. The RECITALS set forth above are true and accurate and are incorporated herein.

2. The Easement Agreement recorded on September 23, 2003 in Instrument #200324281 (herein known as "Original Easement Agreement") is modified as follows:

A. Paragraph 8 is superceded and replaced in its entirety with the following language:

"8. The dumpster easement set forth on the Original Easement Agreement which was previously conveyed by Douglas to Providence and more particularly described on attached Exhibit 'H' and set forth as 'Parcel H - Dumpster Easement' on the map attached as Exhibit 'E' is hereby terminated effective upon the date of execution hereof as Providence will no longer utilize Douglas' property as a location for its dumpster and recycling bin.

A. The size of the enclosure to be constructed by Douglas set forth on the Original Easement Agreement as 'Parcel H - Dumpster Easement' on the map attached as Exhibit 'E' may be decreased in size based upon the fact that Providence will not be utilizing the said enclosure on Douglas' property for its garbage dumpster and recycling bin.

B. Douglas shall no longer be required to allow Providence space within the enclosed area set forth above for Providence's dumpster and recycling bin.

C. Providence agrees by the execution and recording of this MODIFICATION, that unless authorized to do so by the City of Newberg, there are to be no improvements constructed (other than asphalt or concrete paving) in the area more particularly described on attached Exhibit 'I' to the Original Easement Agreement (this area is the area set forth in Paragraph 8C of the Original Easement Agreement; i.e., this is a "no build" area required for fire purposes because of the set back requirement associated with the location of garbage dumpsters and the fences surrounding those dumpsters)."

3. Paragraph 9 of the Original Easement Agreement is deleted.

4. Paragraphs 10 - 15 of the Original Easement Agreement are renumbered as Paragraphs 9 - 14 based upon the deletion of Paragraph 9.

Other than specifically modified as set forth herein, the remaining terms and conditions of the Original Easement Agreement are not modified and remain in full force and effect.

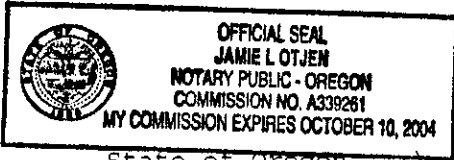
Michael A. Douglas  
Michael A. Douglas

Providence Health System - Oregon  
Providence Health System - Oregon

State of Oregon        )  
                                  )ss  
County of Yamhill    )

Personally appeared before me the above-named Michael A. Douglas who acknowledged execution of the foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me this 14 day of April, 2004.

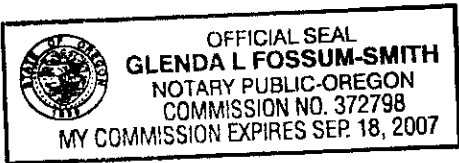


Jamie L. Otjen  
Notary Public for Oregon  
My commission expires 10/10/2004

State of Oregon        )  
                                  )ss  
County of \_\_\_\_\_)

Personally appeared before me the above-named <sup>Dana White</sup> ~~Perry Smith~~ who stated that she <sup>represents</sup> ~~was~~ CEO of Providence Health System - Oregon and who further stated that <sup>she</sup> ~~he~~ was executing the foregoing document with the authority of the Board of Trustees.

Subscribed and sworn to before me this 27 day of April, 2004.



Glenda L. Fossum-Smith  
Notary public for Oregon  
My commission expires Sept 18, 2007

EXHIBIT "A"

BEGINNING at a point on the East boundary line of the Daniel D. Deskins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 371.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1° 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

EXCEPTING THEREFROM the West 238 feet.

ALSO SAVE AND EXCEPT therefrom the Tract of land conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed Recorded August 14, 1985 in Film Volume 196, Page 1934, Microfilm Records, Yamhill County, Oregon.

Subject to: An easement created by instrument, as recorded in FV: 196, Page 1934, Microfilm Records of Yamhill County

AND FURTHER EXCEPTING THEREFROM that real property conveyed to the Oregon Department of Transportation by Stipulated Final Judgment in Yamhill County Circuit Court Case #CV00-357 and recorded on February 20, 2003 in Instrument #200304092.

EXHIBIT "B"

PAGE 1 of 2

A parcel of land lying in the Daniel D. Desklns Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian in Yamhill County, Oregon, and being that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County, Oregon.

EXCEPTING therefrom Parcel 1, described as follows: A parcel of land lying in the Daniel D. Desklns Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of the property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 11.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 12.319 meters Westerly of said center line at Engineers Station "V" 0+293.018; thence Southwesterly in a straight line to a point opposite and 19.650 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineers Station "F" 25+163.272; thence Southwesterly parallel with said last mentioned "F" center line to a point opposite Engineers Station "F" 25+258.783.

The "V" center line of relocated Villa Road referred to herein is described as follows: Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

BEGINNING at Engineers "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

EXHIBIT "B"

PAGE 2 of 2

Bearings are based on County Survey No. CS 10493, dated October 1995, Yamhill County, Oregon.

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Film Volume 197, Page 845, Deed Records of Yamhill County.

RESERVING UNTO Grantor a permanent easement for slopes, water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under, and across the property more particularly described as follows:

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and being a portion of that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 13.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 14 meters Westerly of said center line at Engineer's Station "V" 0+279; thence Southerly in a straight line to a point opposite and 17 meters Westerly of said center line at Engineer's Station "V" 0+292; thence Southwesterly in a straight line to a point opposite and 22 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+168; thence Southwesterly in a straight line to a point opposite and 23 meters Northwesterly of said last mentioned "F" center line at Engineer's Station "F" 25+200.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

EXCEPTING therefrom Parcel 1.

6/11

EXHIBIT C

**Tract C**  
**Sisters of Providence in Oregon**

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

Beginning at a point at the intersection of the northerly line of Pacific Highway West (Highway 99W) with the Southerly portion of the West line of Parcel 2 of Tax Lot No. 3220BA-400, Newberg Planning Department Partition File P-12-89; said north right-of-way line being parallel with and 19.650 meters distant from the centerline of the relocated Pacific Highway West, Engineer's Centerline "F" as described in Instrument No. 200120558, Yamhill County Deed Records;

Thence continuing North, along said west line of Parcel 2, P-12-89, 119.04 feet more or less to an iron rod; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West 93.37 feet to an iron rod at the westernmost southwest corner of Parcel 1 of said Partition P-12-89; thence North 02°09'20" West 12.23 feet to an iron pipe; thence North 00°43'40" East 72.30 feet to an iron rod; thence South 88°11'40" East 237.90 feet to an iron rod; thence South 00°43'40" East 67.24 feet to an iron rod at the northeast corner of Parcel 2 of said Partition P-12-89; thence South 0°43'40" East 2.74 feet to an iron rod; thence South 1°54'20" West 19.79 feet to an iron rod at an angle point in the common boundary between the "A&W Tract" and the "Gettman Tract", agreement recorded Film 118 Page 1173 Yamhill County Deed Records; thence along said agreement boundary South 10°54'30" West 62.40 feet to an iron rod, and South 25°18'30" East 51.47 feet more or less to the northerly line of said relocated Pacific Highway West at a point 19.650 meters northwesterly as measured perpendicular with Engineer's Centerline "F"; thence southwesterly along the north line of Pacific Highway West 239.74 feet more or less to the point of beginning.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
FEBRUARY 14, 1985  
LAWRENCE J. ANDERSON  
2122

EX 12-51-03

7/11

**EXHIBIT D**

*Oct 54 Ser 20 TBR*

ESJ NLR -7 PM 4 27

F241P0786

**MUTUAL PARKING AND ACCESS EASEMENT**

WHEREAS, Patrick R. Maveety, M.D., Gregory E. Skipper, M.D., Yvonne M. Lyles, M.D. and Kathleen M. Weiss, M.D., hereinafter referred to as the First Party, are the owners of certain real property more particularly described as follows:

**PARCEL 1:**

A portion of a Tract of land in Section 20, Township 3 South, Range 2 West, of the Willamette Meridian, in Yamhill County, Oregon. Parcel No. 1 of Tax Lot No. 3220BA-400, Newberg Planning Department partition file No. P-12-89 and being more particularly described as follows:

COMMENCING at an iron pipe at the intersection of the Northerly line of Highway 99W with the Southerly portion of the West line of Parcel 2; thence North along the West line, 148.04 feet to an iron rod; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West 93.37 feet to an iron rod; said iron rod being the true point of beginning for parcel 1; thence North 02°09'20" West 12.23 feet to an iron pipe; thence North 00°47'45" East 72.30 feet to an iron rod; thence South 88°11'40" East 237.90 feet to an iron rod; thence South 00°43'40" East 67.24 feet to an iron rod; thence North 88°15' West 68.70 feet to an iron rod; thence North 29°01'05" West 5.50 feet to an iron rod; thence South 60°58'55" West 107.50 feet to an iron rod; thence North 01°16'05" East 23.20 feet to an iron rod; thence North 43°43'55" West 15.00 feet to an iron rod; thence North 88°43'55" West 64.00 feet to the true point of beginning.

**PARCEL 2:**

A portion of a tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon. Parcel No. 2 of Tax Lot No. 3220BA-400, and Newberg Planning Department partition file No. p-12-89 and being more particularly described as follows:

BEGINNING at an iron pipe at the intersection of the Northerly line of Highway 99W with the Southerly portion of the West line of said parcel 2; thence North along the West line, 148.04 feet to an iron rod; thence North

*Ser 20 TBR*

*54, 195, 57, 197, 55, 56*

*Part ARB 54*

*Part ARB 54  
# ARB 195*

*2-1-70*

*K*

0°38'35" West 33.37 feet to an iron rod; thence North 46°16'05" East 42.00 feet to an iron rod; thence South 1°16'05" East 14.80 feet to an iron rod; thence North 60°58'55" East 107.50 feet to an iron rod; said point being the Northern most corner of this Parcel; thence South 29°01'05" East 5.50 feet to an iron rod; thence South 88°15'00" East 68.70 feet to an iron rod, said point being the Northeast corner of this Parcel; thence South 0°43'40" East 2.74 feet to an iron rod; thence South 1°54'20" West 19.79 feet to an iron rod; thence South 10°51'55" West 18.18 feet to an iron rod; thence South 59°52'35" West 163.62 feet to an iron rod; thence South 121.08 feet to an iron rod on the Northerly line of Highway 99W; thence South 61°44'50" West 56.84 feet along the Northerly line of Highway 99W to the TRUE POINT OF BEGINNING said Parcel No. 2.

TOGETHER WITH a non-exclusive easement for roadway purposes over and across the Northerly 20.00 feet to the following described property:

A tract of land in the D.D. Deskins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon being more particularly described as follows:

ARAB 57

BEGINNING at the Northwest corner of the intersection of Villa Road with the Northerly right of way line of Oregon State Highway 99W; and running thence Southwesterly along said right of way line, 100 feet, more or less, to the Southeast corner of that certain tract conveyed by contract of sale Virgil L. Havener and Nadine Havener, husband and wife, as recorded in Film Volume 63, Page 775, Deed and Mortgage Records of Yamhill County, Oregon; thence following along the Easterly line of said Havener Tract, North 25°56' West 78 feet and North 2°15' West 50 feet to the Northeast corner of said Tract; thence North 2°15' West to a point on the South line of a Tract conveyed to Hattie E. Rusch and contract as recorded in Film Volume 36, Page 379, Deed and Mortgage Records, thence East along the South line of said Rusch Tract to the West line of Villa Road; thence South along said West line of Villa Road to the place of beginning.

WHEREAS, Diana S. Mock, hereinafter Referred to as Second Party, is the owner of certain adjoining real property more particularly described as follows:

3-7-90



**PARCEL 3:**

A portion of a Tract of land in Section 20, Township 3 South, Range 2 West, of the Willamette Meridian, in Yamhill County, Oregon. Parcel No. 3 of Tax Lot No. 3220BA-400, Newberg Planning Department partition file No. P-12-89 and being more particularly described as follows:

COMMENCING at an iron pipe at the intersection of the Northerly line of Highway 99W with the Southerly portion of the West line of Parcel 2; thence North along the West line, 148.04 feet to an iron rod, said iron rod being the TRUE POINT OF BEGINNING of Parcel 3; thence South 87°11'41" West 57.38 feet to an iron pipe; thence North 37°57'14" East 28.10 feet to an iron rod; thence North 02°09'20" West, 93.37 feet to an iron rod; thence South 08°43'55" East 64.00 feet to an iron rod; thence South 43°43'55" East 15.00 feet to an iron rod; thence South 01°16'05" West 38.00 feet to an iron rod; thence South 46°16'05" West 42.00 feet to an iron rod; thence South 00°38'35" West 33.37 feet to the TRUE POINT OF BEGINNING of said Parcel.

TOGETHER WITH a non-exclusive access easement for ingress and egress over and across all of Parcel No. 2 as described above.

WHEREAS, Harold J. Medici and Dorothy I. Medici, husband and wife, hereinafter referred to as Third Party, are the owners of certain adjoining real property more particularly described as follows:

**PARCEL 4:**

Part of the D.D. Deskins Donation Land Claim #54 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being described as follows:

BEGINNING at a point 6.45 chains North and South 89°52' West 4.90 chains from the Southeast corner of said Deskins Donation Land Claim, said place of beginning being a re-entrant corner of land conveyed to Cecil D. Anderson and wife by deed recorded February 13, 1958, in Book 186,

APB 197

54

APB 53

21111

Page 573, Deed of Records; thence South 89°52' West along the South line of said Anderson tract, 0.87 of a chain to an iron pipe set on the Easterly line of that certain tract of land conveyed to Thomas A. Pfund and wife by deed recorded March 13, 1962 in Film Volume 21, Page 575, Deed and Mortgage records; thence South 41°45' West 0.53-1/2 of a chain to an iron pipe; thence South 25°10' West .099 of a chain to an iron pipe; thence South 7°30' West to a point on the Northerly margin of the State Highway; thence Easterly along the Northerly Margin of said highway following the curvatures thereof to a point on the Westerly line of said Anderson tract; thence North to the place of beginning.

WHEREAS, Terry L. Stellflug and Susan D. Stellflug, Trustees of the Stellflug Family Trust, hereinafter called Fourth Party, are the owners of certain adjoining real property more particularly described as follows:

PARCEL 5:

A tract of land in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, being a part of that certain tract of land conveyed to Stanley V. Lutgen and Marilyn E. Lutgen, by Deed recorded in Film Volume 111, Page 112, Deed and Mortgage Records, and being more particularly described as follows:

Beginning at an iron rod that is East 50 feet from an iron pipe at an angle corner in the Westerly line of Parcel 1 of Lutgen Tract, said iron pipe being North 165 feet from the most Southerly Southwest corner of said Parcel 1; thence North 43°31'50" East 76.65 feet to an iron rod; thence North 02°13'30" West, 26.79 feet to an iron rod; thence North 87°46'40" East 38.17 feet to an iron rod; thence South 02°08'40" East, 27.25 feet to a railroad spike; thence North 63°17' East, 56.96 feet to an iron rod; thence South 10°53'30" West, 62.40 feet to an iron rod; thence South 25°19'30" East 77.94 feet to a point in the Northerly line of Highway 99W that is South 61°30'30" West, 100.00 feet from an iron rod at the intersection of the West line of Villa Road with said Northerly line; thence Southwesterly along said Northerly line 189 feet, more or less, to a point that is South of the Point of beginning; thence North 121 feet, more or less, to the point of beginning.

3-7-90

56

195

Save and Except that certain parcel conveyed to First Party herein in Deed recorded October 9, 1989 in Film Volume 237, Page 0114, Deed and Mortgage Records of Yamhill County, Oregon.

WHEREAS, the parties hereto desire to provide for joint access and parking to each other, and to their heirs and assigns, over and upon their respective properties (excluding Parcel 1); and they further desire to provide access to their respective properties from Highway 99 West via the access approach more particularly described in Exhibit A attached hereto and by this reference incorporated herein, and

WHEREAS, Third Party is presently the holder of certain parking and easement rights over and upon Parcel 2 and Parcel 3 described above, which easement is described in a contract recorded in Film Volume 81, Page 880, Deed and Mortgage records of Yamhill County, Oregon and is hereinafter referred to as the Medici easement, and

WHEREAS, it is the desire of all parties to terminate the Medici easement and substitute in its place and stead the mutual easement rights created herein; now, therefore,

IN CONSIDERATION FOR THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, the parties agree as follows:

1. First Party does hereby give, grant and convey unto Third and Fourth Parties a non-exclusive vehicular access easement over and upon Parcel 2 described above in such driveways, roadways and thoroughfares as First Party may from time to time establish, construct and develop on the property, and to the access approach described in Exhibit A.

3-7-90

2. First Party does hereby give, grant and convey unto Third and Fourth Parties the non-exclusive right to park in any of the designated parking spaces as may be established and designated in Parcel 2 above described, excluding those parking spaces on that side of Parcel 2 immediately adjacent to First and Second Parties' professional office buildings, now or hereinafter constructed.

3. Third Party does hereby give, grant and convey unto First, Second and Fourth Parties a non-exclusive vehicular access easement over and upon Parcel 4 described above in such driveways, roads and thoroughfares as Third Party may from time to time establish, construct and develop on the property.

4. Third Party does hereby give, grant and convey unto First, Second and Fourth Parties the non-exclusive right to park in any of the designated parking spaces as may be established and designated in Parcel 4 above described, excluding those parking spaces immediately adjacent to Third Parties' commercial buildings located on the property.

5. Fourth Party does hereby give, grant and convey unto First, Second and Third Parties a non-exclusive vehicular access easement over and upon Parcel 5 described above in such driveways roads and thoroughfares as Fourth Party may from time to time establish, construct and develop on the property.

6. Fourth Party does hereby give, grant and convey unto First, Second and Third Parties the non-exclusive right to park in any of the designated parking spaces as may be established and designated in Parcel 5 above described, excluding those parking spaces immediately adjacent to Fourth Parties' professional office

05-1-8

building located on the property.

7. The Medici easement as defined and contained in the contract recorded in Film Volume 81, Page 880, Deed and Mortgage Records of Yamhill County and later amended by easement agreement recorded in Film Volume 150, Page 1890, is hereby abolished.

8. Each party shall be solely responsible for the upkeep, maintenance and repairs that are needed for their respective parcels, except that First and Second Party shall share in the ongoing maintenance expense for Parcel 2. Each party agrees and covenants to keep and maintain their parking area, driveways, roadways and thoroughfare in reasonable repair and in a condition that is compatible with each others property.

9. This agreement is binding upon the heirs, successors and assigns of all Parties and the access and parking easement rights herein contained shall be appurtenant to and run with the property of all Parties described above.

10. If the Parties cannot resolve any dispute arising out of this agreement, they agree to submit the matter to binding arbitration under the then existing rules of the American Arbitration Association, unless the Parties at that time mutually agree to another method of dispute resolution. Agreement by the Parties to mediation or some other form of private dispute resolution does not waive the requirement of submission to binding arbitration rather than litigation unless the Parties expressly so agree in writing. In the event of binding arbitration, the arbitrators may order any Party to pay the reasonable attorney's fees of any other Party.

Any arbitration or other dispute resolution shall, in

05-1-5

addition to the agreements herein contained, be guided by the principle to which each party subscribes, namely that by jointly working together, the parties can create a viable, safe and attractive professional and commercial area from which all benefit.

11. This agreement has been prepared by Allyn E. Brown, of Brown, Tarlow & Berry, P.C., Attorneys at Law, Newberg, Oregon, representing First Party herein.

12. Where the context so requires in this agreement, the singular shall include the plural and the term "Party" shall also include that Parties' tenants, employees, licensees, invitees, customers and patients.

IN WITNESS WHEREOF, the Parties have executed this agreement on the 28 day of February, 1990, at Newberg, Oregon.

FIRST PARTY

Patrick R. Maveety, M.D.

Gregory E. Skipper, M.D.

Yvonne M. Lyles, M.D.

Kathleen M. Weiss, M.D.

STATE OF OREGON )  
County of Yamhill ) ss.

Personally appeared the above named Patrick R. Maveety, Gregory E. Skipper, M.D., Yvonne M. Lyles, M.D. and Kathleen M. Weiss, M.D., and acknowledged the foregoing instrument to be their voluntary act and deed.



Charles E. Skiff  
Notary Public for Oregon  
My commission expires: 8-17-93

Diana S. Mock

02018



SEE R. BERRY

2-1-70

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

Personally appeared the above named Diana S. Mock and acknowledged the foregoing instrument to be her voluntary act and deed.



*Kathleen Criet*  
Notary Public for Oregon  
My commission expires: 8-17-93

*Harold J. Medici*  
Harold J. Medici

*Dorothy I. Medici*  
Dorothy I. Medici

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

Personally appeared the above named Harold J. Medici and Dorothy I. Medici, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



*Kathleen Criet*  
Notary Public for Oregon  
My commission expires: 8-17-93

*Terry L. Stellflug*  
Terry L. Stellflug, Trustee

*Susan D. Stellflug*  
Susan D. Stellflug, Trustee

STATE OF OREGON )  
 ) ss.  
County of Yamhill )

Personally appeared the above named Terry L. Stellflug and Susan D. Stellflug, Trustees of the Stellflug Family Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.



*Kathleen Criet*  
Notary Public for Oregon  
My commission expires: 8-17-93

3-7-90

*Yonne by 100  
Rory Guts  
1-19-90*

CHIEF OF  
OFFICE  
100

F241P0795

1990 MAR -7 PM 4:27

NORTH 148.00 (143.11)

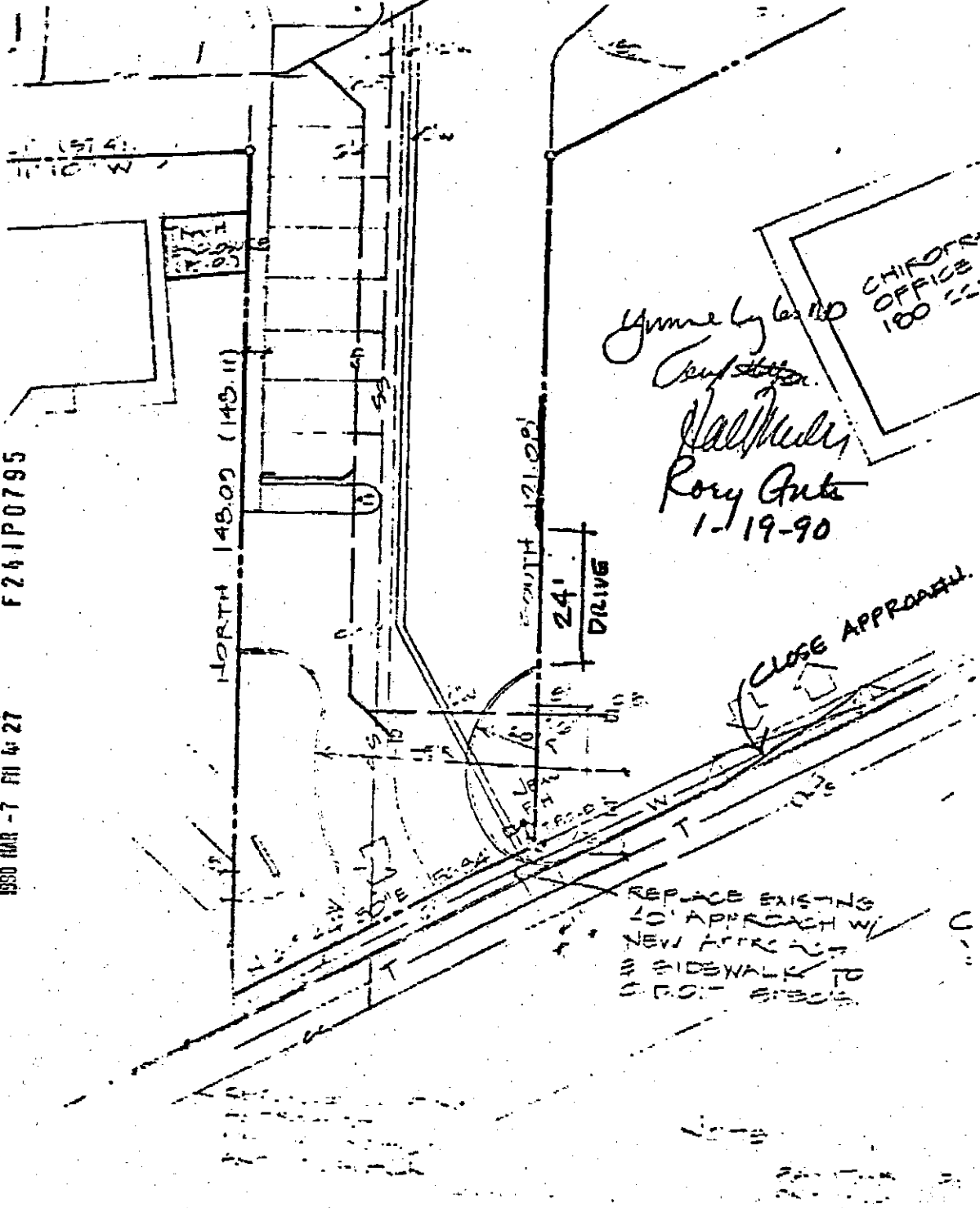
SOUTH 121.00

24' DRIVE

CLOSE APPROACH

REPLACE EXISTING  
10' APPROACH W/  
NEW APPROACH  
W/ SIDEWALK TO  
STREET SIDE.

5:1:70





**EXHIBIT E**

AFTER RECORDING RETURN TO:

Michael G. Gunn  
Attorney at Law  
P.O. Box 1046  
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK

200324282



\$41.00

SEND ALL TAX STATEMENTS TO:

00142412200300242820040046

09/23/2003 09:35:22 AM

No Change

DNR-EDMR Cnt=1 Stn=2 ANITA  
\$20.00 \$10.00 \$11.00

VACATION OF EASEMENT

This Vacation of Easement (herein known as "VACATION") is executed by Michael A. Douglas and modifies that certain Addendum to Easement Agreement dated August 12, 1989 and recorded on September 23, 1989 in Film Volume 236 Page 1807 of the deed and mortgage records of Yamhill County, OR with the modification as follows:

1. Paragraph 3 of the said Addendum to Easement Agreement is deleted such that after this said VACATION is recorded, the owner of real property more particularly described on attached Exhibit "A" will no longer have any parking rights for customers of the business resident on attached Exhibit "A" to park on the Providence parking lot, as those parking rights have been transferred to real property more particularly described on attached Exhibit "B" via an Easement of even date that is also being recorded. After the recording of the said Easement, customers of the business resident on attached Exhibit "B" shall have the right to park in Providence's parking lot.

Dated this 22 day of September, 2003.

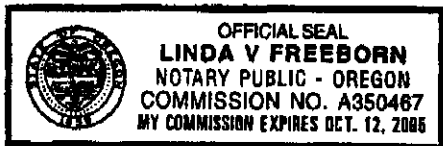
Michael A. Douglas

State of Oregon            )  
  ) ss  
County of Yamhill        )

Personally appeared before me the above-named Michael A. Douglas who acknowledged execution of the foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me this 22 day of September, 2003.

Notary Public for Oregon  
My commission expires: 10/10/05



THIS IS AN ACCOMMODATION RECORDING ONLY  
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT  
NORTHWEST TITLE COMPANY

EXHIBIT "A"

**BEGINNING** at a point on the East boundary line of the Daniel D. Deakins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 271.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1° 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

**EXCEPTING THEREFROM** the West 238 feet.

**ALSO SAVE AND EXCEPT** therefrom the Tract of land conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed Recorded August 14, 1985 in Film Volume 196, Page 1934, Microfilm Records, Yamhill County, Oregon.

**Subject to:** An easement created by instrument, as recorded in FV: 196, Page 1934, Microfilm Records of Yamhill County

**AND FURTHER EXCEPTING THEREFROM** that real property conveyed to the Oregon Department of Transportation by Stipulated Final Judgment in Yamhill County Circuit Court Case #CV00-357 and recorded on February 20, 2003 in Instrument #200304092.

EXHIBIT "B"

PAGE 1 of 2

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian in Yamhill County, Oregon, and being that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County, Oregon.

EXCEPTING therefrom Parcel 1, described as follows: A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, of the Willamette Meridian, Yamhill County, Oregon and being a portion of the property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 11.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 12.319 meters Westerly of said center line at Engineers Station "V" 0+293.018; thence Southwesterly in a straight line to a point opposite and 19.650 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineers Station "F" 25+163.272; thence Southwesterly parallel with said last mentioned "F" center line to a point opposite Engineers Station "F" 25+258.783.

The "V" center line of relocated Villa Road referred to herein is described as follows: Beginning at Engineer's "V" center line Station "V" 0+200, said station being 250.838 meters North and 140.151 meters West of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian Yamhill County, Oregon; thence South 2° 09' 02" West 88.433 meters; thence on a 31.185 meter radius curve left (the long chord of which bears South 13° 02' 08.5" East 16.338 meters) 16.531 meters; thence South 28° 13' 19" East 33.713 meters; thence on a 87.319 meter radius curve right (the long chord of which bears South 13° 07' 50.5" East 45.468 meters) 45.998 meters; thence South 1° 57' 38" West 56.257 meters to Engineer's "V" center line Station "V" 0+440.932.

The "F" center line of the relocated Pacific Highway West referred to herein is described as follows:

BEGINNING at Engineers "F" center line Station "F" 24+960, said station being 207.741 meters North and 28.887 meters East of the Northeast corner of the Joseph B. Rodgers Donation Land Claim No. 55, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon; thence South 66° 02' 40" West 118.888 meters; thence on a spiral curve left (the long chord of which bears South 65° 30' 42" West 64.998 meters) 65 meters; thence on a 1165 meter radius curve left (the long chord of which bears South 63° 58' 10" West 19.384 meters) 19.384 meters; thence on a spiral curve left (the long chord of which bears South 62° 25' 38" West 64.998 meters) 65 meters; thence South 61° 53' 40" West 8.704 meters; thence on a spiral curve right (the long chord of which bears South 63° 58' 47" West 94.950 meters) 95 meters; thence on a 435 meter radius curve right (the long chord of which bears South 76° 57' 57" West 133.323 meters) 133.850 meters; thence on a spiral curve right (the long chord of which bears South 89° 57' 07" West 94.950 meters) 95 meters; thence North 87° 57' 46" West 911.086 meters to Engineer's "F" center line Station "F" 26+471.912.

EXHIBIT "B"

PAGE 2 of 2

Bearings are based on County Survey No. CS 10493, dated October 1995, Yamhill County, Oregon.

EXCEPT therefrom that property described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded in Film Volume 197, Page 845, Deed Records of Yamhill County.

RESERVING UNTO Grantor a permanent easement for slopes, water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under, and across the property more particularly described as follows:

A parcel of land lying in the Daniel D. Deskins Donation Land Claim No. 54, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon and being a portion of that property described in that deed to Steven L. Harris and Michael B. Harris, Trustees; Steven L. Harris, Michael B. Harris, William R. Harris and David L. Harris, recorded August 21, 1995 as Instrument No. 199511049, Deed and Mortgage Records of Yamhill County; the said parcel being that portion of said property lying Easterly and Southeasterly of the following described line:

BEGINNING at a point opposite and 13.850 meters Westerly of the "V" center line of relocated Villa Road at Engineer's Station "V" 0+268.339; thence Southerly in a straight line to a point opposite and 14 meters Westerly of said center line at Engineer's Station "V" 0+279; thence Southerly in a straight line to a point opposite and 17 meters Westerly of said center line at Engineer's Station "V" 0+292; thence Southwesterly in a straight line to a point opposite and 22 meters Northwesterly of the "F" center line of the relocated Pacific Highway West at Engineer's Station "F" 25+168; thence Southwesterly in a straight line to a point opposite and 23 meters Northwesterly of said last mentioned "F" center line at Engineer's Station "F" 25+200.

The "V" center line of relocated Villa Road referred to herein is described in Parcel 1.

The "F" center line of the relocated Pacific Highway West referred to herein is described in Parcel 1.

EXCEPTING therefrom Parcel 1.

**Addendum to Easement Agreement**

It is agreed between the undersigned that the following conditions also apply to the easement agreement dated August 9th, 1989 between the parties.

1. PIG should be jointly responsible with other users of said maintenance area for upkeep and repair of said easement area.
2. PIG agrees that there will be no construction of buildings or other structures within 10 feet of its easternmost boundary and the western boundary of property owned by Mike Douglas and Lois A. Douglas.
3. It is agreed that PIG will not object to occasional use of its parking lot by parties coming to Mike's Pharmacy.
4. It is agreed that the easement agreement including the conditions contained in this addendum will be formalized in an agreement containing the legal descriptions of real estate parcels owned or being purchased by the parties.
5. It is further agreed that this easement is personal to the members of PIG and may not be transferred prior to construction of a medical clinic on the real property of PIG.
6. In the event that PIG does not pursue construction of a medical clinic on said real property of PIG then this agreement and addendum shall be null and void.
7. At the time of construction of said clinic, PIG will be responsible for blacktopping said easement area to a depth that will be for traffic.

This easement agreement and this addendum shall be binding on the heirs, assigns, and successors in interest of the parties.

Dated this 12<sup>th</sup> day of August, 1989.

Pineal Investment Group  
Second Party

Greg Skiffery M.D.  
Greg Skiffery M.D.

Pat Maveaty M.D.  
Pat Maveaty, M.D.

Yvonne Lyles M.D.  
Yvonne Lyles, M.D.

Kathy Weiss M.D.  
Kathy Weiss, M.D.

Mikes's Medical Pharmacy  
Mike's

Mike Douglas  
Mike Douglas

Lois A. Douglas  
Lois A. Douglas

Order 53454 Ac 2073 P2

3220 BA. 400 1100  
21-05320

F TAILOR

9:29:89

8

**Easement Agreement**

August 9, 1989

This agreement, made and entered into this 10 day of August, 1989 by and between Mike Douglas dba Mike's Pharmacy, hereinafter referred to as Mike's, and Greg Skipper, M.D., Pat Maveety, M.D., Yvonne Lyles, M.D., Kathy Weiss, M.D., dba Fincal Investment Group, hereinafter referred to as FIG, and,

WHEREAS, Mike's is the owner of certain real premises located at 201 Villa Road to wit: beginning at a point on the East boundary line of the Daniel D. Deakins Donation Land Claim in Section 20, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, 33 rods and 18 links North of the Southeast corner of said Claim; thence North on the East boundary of said Claim, 70 feet to a point marked with an iron pipe; thence West 371.5 feet to a point marked with an iron pipe and the Northeast corner of that tract conveyed to G.N. Hartly by deed recorded in Book 24, Page 639, Deed Records; thence South 1 degree 55' East 70 feet to a point marked with an iron pipe thence East 368 feet to the point of beginning.

EXCEPTING THEREFROM the West 238 feet.

WHEREAS, FIG is or will be the owner of adjoining real premises to the West of Mike's real premises

WHEREAS, it is the desire of the parties to amend roadway easement privileges of FIG as the real premises owned by Mike's,

THEREFORE, in consideration of the mutual covenants and conditions as contained herein, it mutually understood and agreed as follows:

1. That Mike's does hereby give and grant unto FIG a non-exclusive easement for roadway purposes over and across the southerly 5.00 feet of the real premises as owned by Mike's. Such area is illustrated in Exhibit A attached hereto.
2. It is understood and agreed that this easement Agreement shall be binding upon the heirs, executors, and assigns of all the parties and shall run with the land.
3. In Witness Whereof, the said parties have executed this agreement the and year above written.

Mike's Medical Pharmacy  
Mike's

*Mike Douglas*  
Mike Douglas  
*Chris A. Douglas*

Fincal Investment Group  
Second Party

*Greg Skipper*  
Greg Skipper, M.D.

*Pat Maveety*  
Pat Maveety, M.D.

*Yvonne Lyles*  
Yvonne Lyles, M.D.

*Kathy Weiss*  
Kathy Weiss, M.D.

STATE OF OREGON )

County of Yamhill ) ss.  
I hereby certify that the within was received and duly recorded by me in Yamhill County records.

CHARLES STERN, COUNTY CLERK

*Charles Stern*

250  
100

09013

9:29:89

3226A-100

WARRANTY DEED

GRANTOR: [Name]

GRANTEE AND WARRANTOR TO:

GRANTEE: [Name]

3226A-100  
31-04450

The following described real property... including at a point on the East boundary line of the Donald E. Swanson... 70 feet to a point marked with an iron pipe...

EXCEPTING THEREFROM the West 330 feet.

ALSO HAVE AND EXCEPT therefrom the West of land conveyed to the State of Oregon... by and through the Department of Transportation, Highway Division...

Subject to: An easement created by Instrument, as recorded in P.V. 104, Page 1934, MacDougal Records of Yamhill County.

The grantor will do all that is necessary to carry out the intention of this instrument... The tax and other conditions for this matter are \$ 49,950.00...

DATED: March 19, 1968

GRANTOR: [Signature] Stanley D. Lora

Form with fields for recording information, including date and time (March 19, 1968).

WARRANTY DEED section with address: Lois A. Swanson, 11500 NE Anne Drive, Seaside, OR 97132

STATE OF OREGON stamp with recording date 01235 and County of Yamhill.

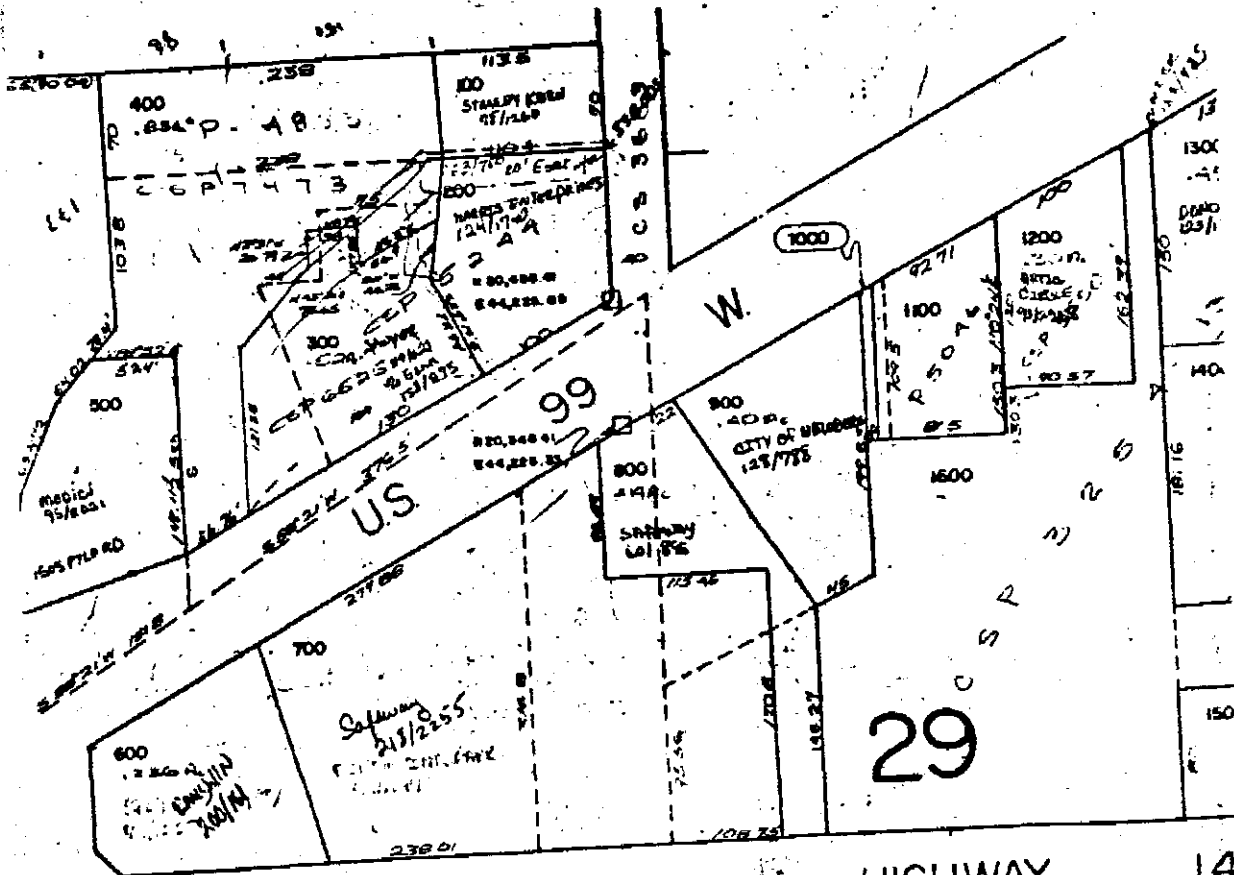
3-11-88

9-29-89

Exhibit A

1" = 100'

SEE MAP 3 2 17CD



STATE SECONDARY HIGHWAY 14

2400	2300	2200	2100	2000	1900	1800	1700	1600	1500	1400	1300	1200	1100	1000	900	800	700	600	500	400	300	200	100	0		
2500	2400	2300	2200	2100	2000	1900	1800	1700	1600	1500	1400	1300	1200	1100	1000	900	800	700	600	500	400	300	200	100	0	
2600	2500	2400	2300	2200	2100	2000	1900	1800	1700	1600	1500	1400	1300	1200	1100	1000	900	800	700	600	500	400	300	200	100	0

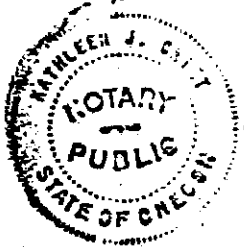
9:29:89



STATE OF OREGON )  
County of Yamhill ) ss.

On the 20th day of September, 1989, personally appeared the  
within named Greg Skipper MD, Pat Maxcety MD, Yvonne  
Syles MD, Kathleen Weiss MD

and acknowledged the foregoing instrument to be his voluntary act  
and deed.

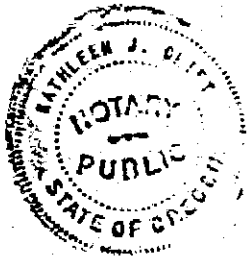


Kathleen Clift  
Notary Public for Oregon  
My commission expires: 8-17-93

STATE OF OREGON )  
County of Yamhill ) ss.

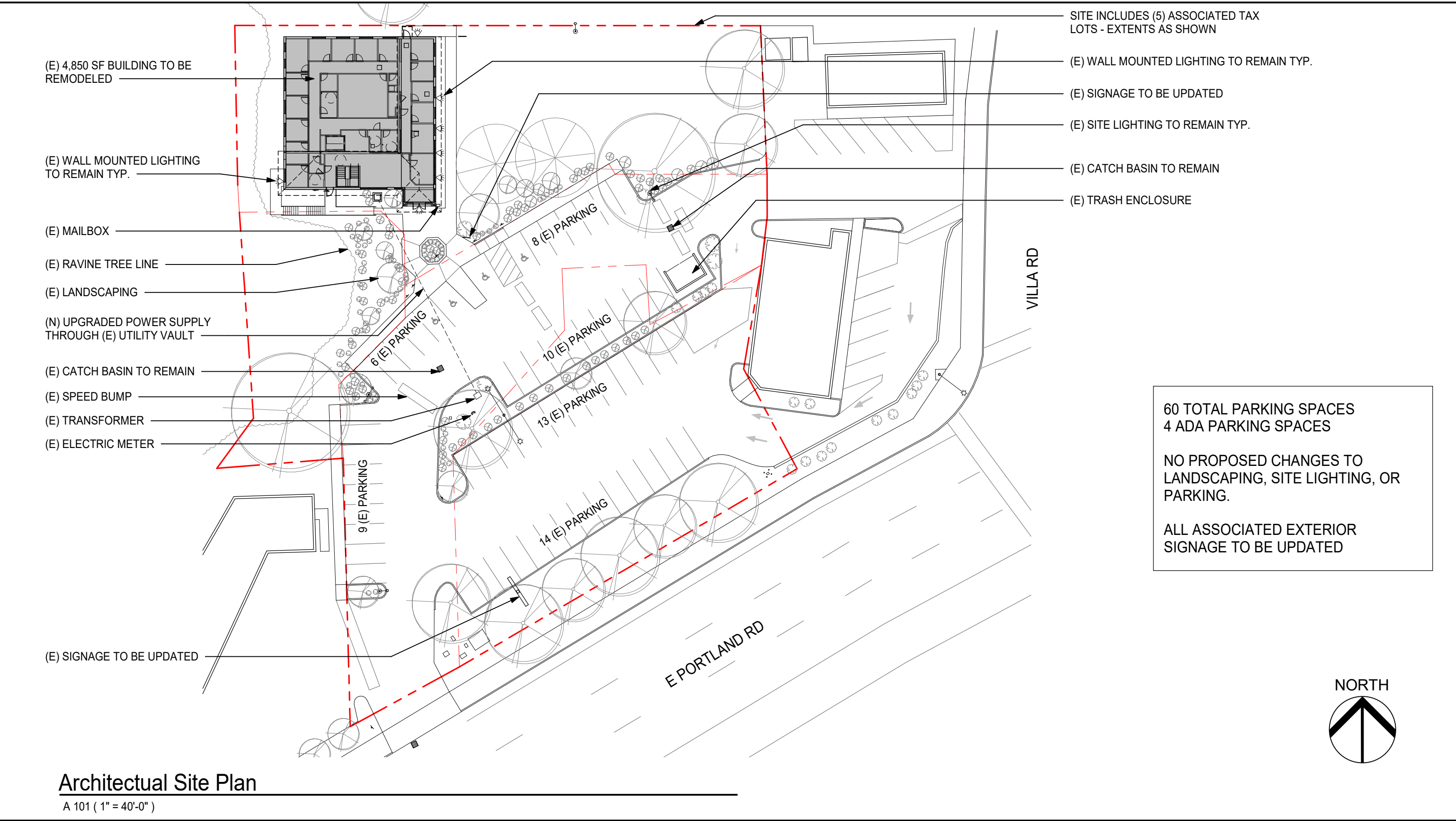
On the 20th day of September, 1989, personally appeared the  
within named Mike Douglas, Ross Douglas

and acknowledged the foregoing instrument to be his voluntary act  
and deed.



Kathleen Clift  
Notary Public for Oregon  
My commission expires: 8-17-93

9:29:89



(E) 4,850 SF BUILDING TO BE REMODELED

(E) WALL MOUNTED LIGHTING TO REMAIN TYP.

(E) MAILBOX

(E) RAVINE TREE LINE

(E) LANDSCAPING

(N) UPGRADED POWER SUPPLY THROUGH (E) UTILITY VAULT

(E) CATCH BASIN TO REMAIN

(E) SPEED BUMP

(E) TRANSFORMER

(E) ELECTRIC METER

(E) SIGNAGE TO BE UPDATED

SITE INCLUDES (5) ASSOCIATED TAX LOTS - EXTENTS AS SHOWN

(E) WALL MOUNTED LIGHTING TO REMAIN TYP.

(E) SIGNAGE TO BE UPDATED

(E) SITE LIGHTING TO REMAIN TYP.

(E) CATCH BASIN TO REMAIN

(E) TRASH ENCLOSURE

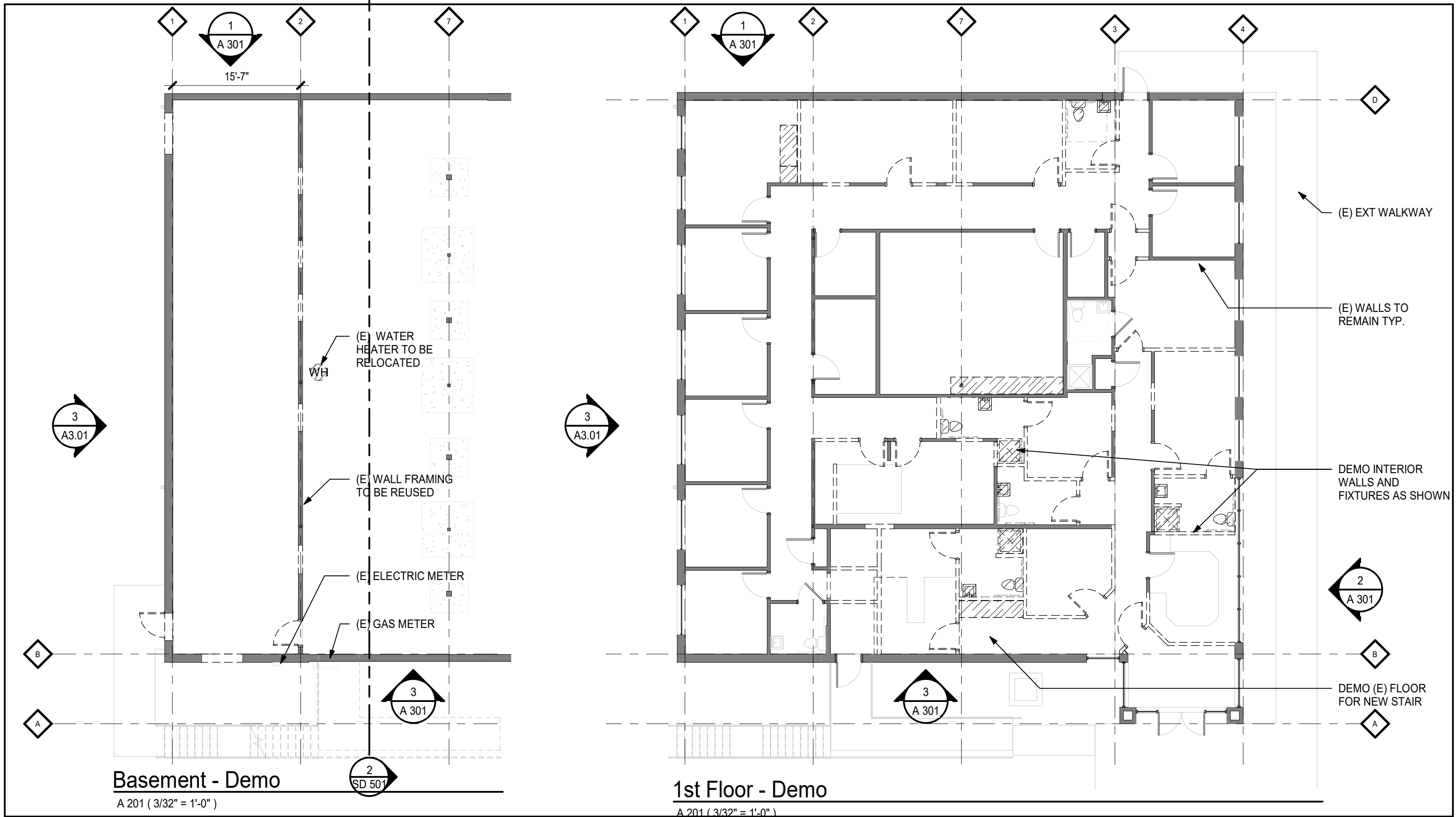
60 TOTAL PARKING SPACES  
4 ADA PARKING SPACES

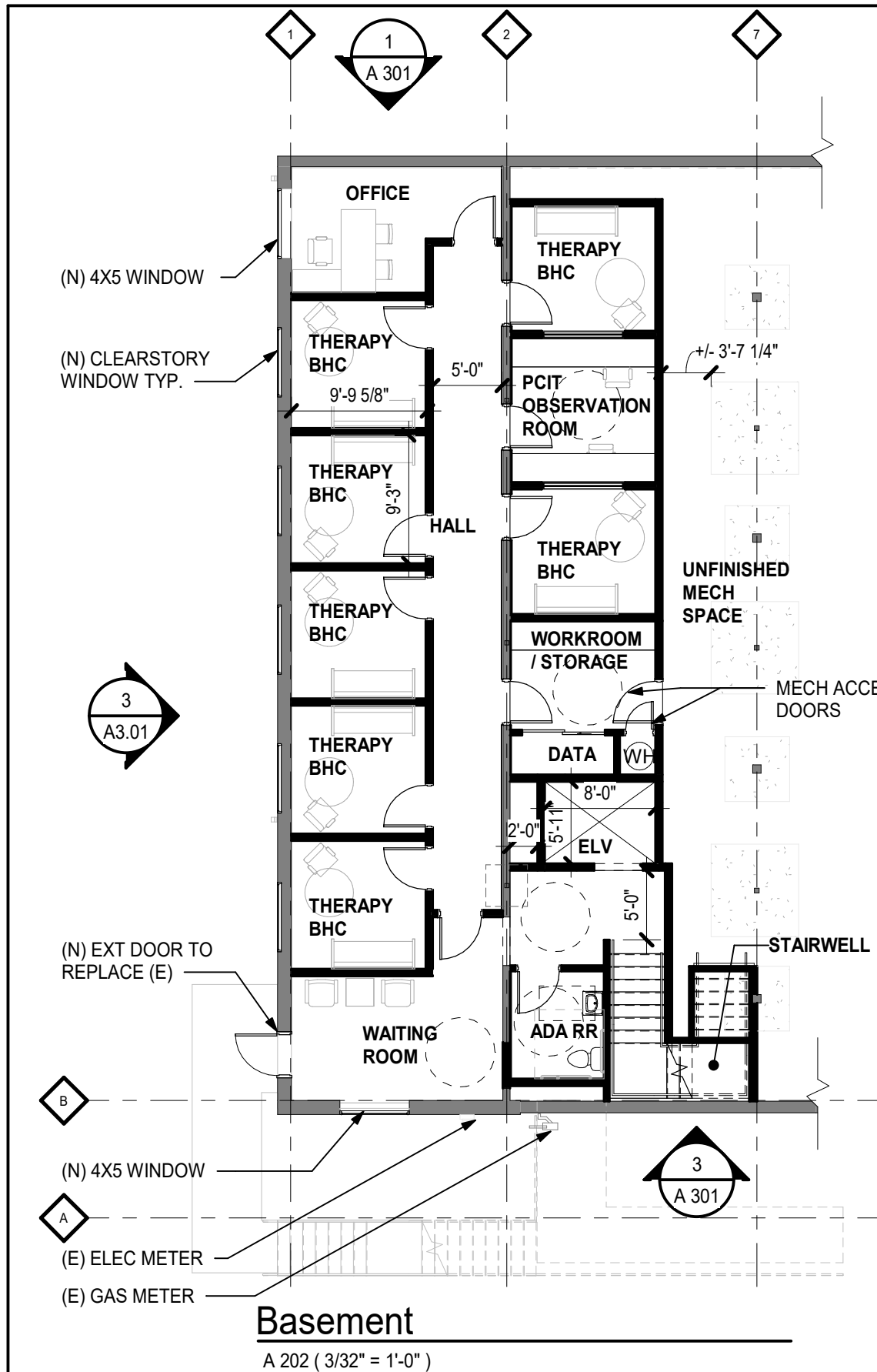
NO PROPOSED CHANGES TO LANDSCAPING, SITE LIGHTING, OR PARKING.

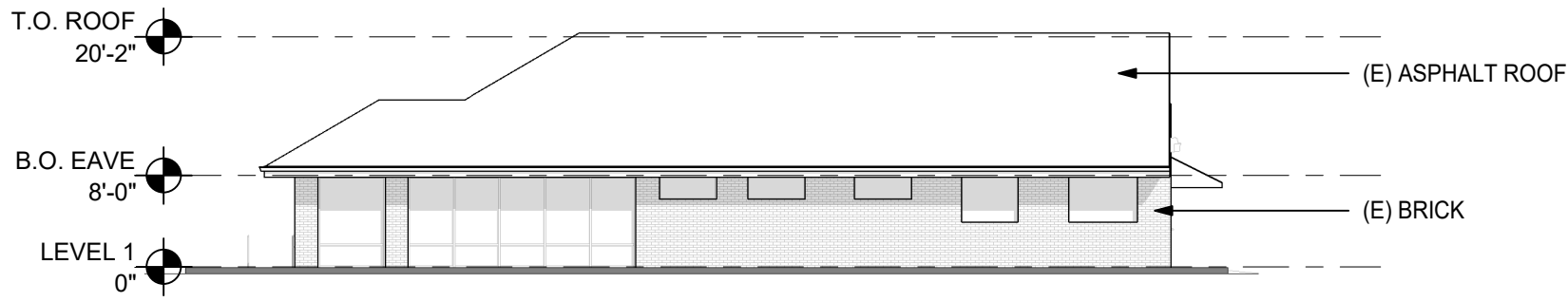
ALL ASSOCIATED EXTERIOR SIGNAGE TO BE UPDATED

# Architectural Site Plan

A 101 ( 1" = 40'-0" )

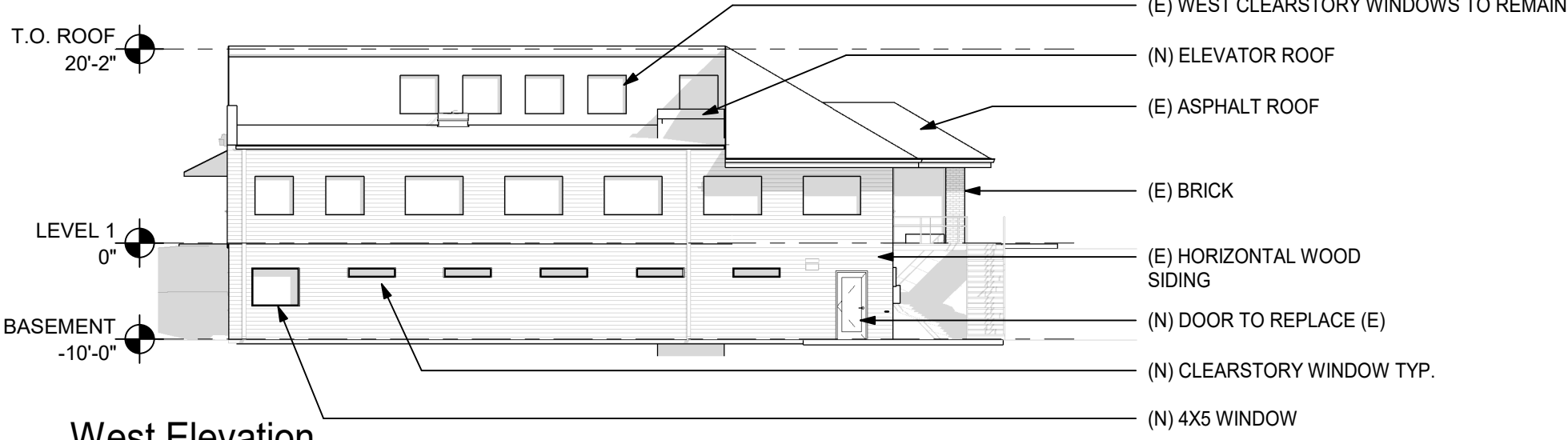






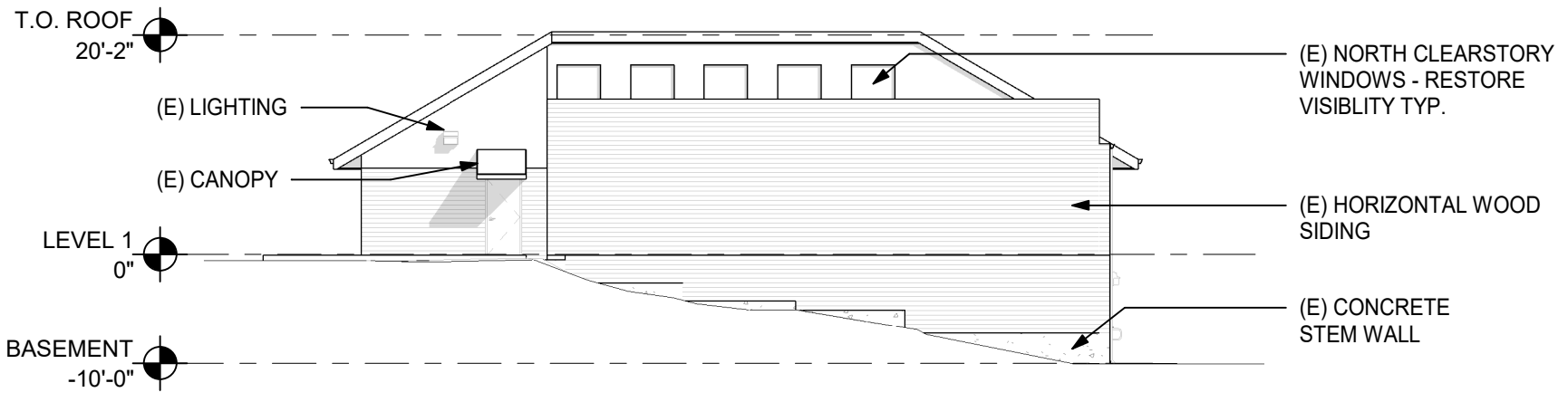
**East Elevation**

A 301 ( 1/16" = 1'-0" )



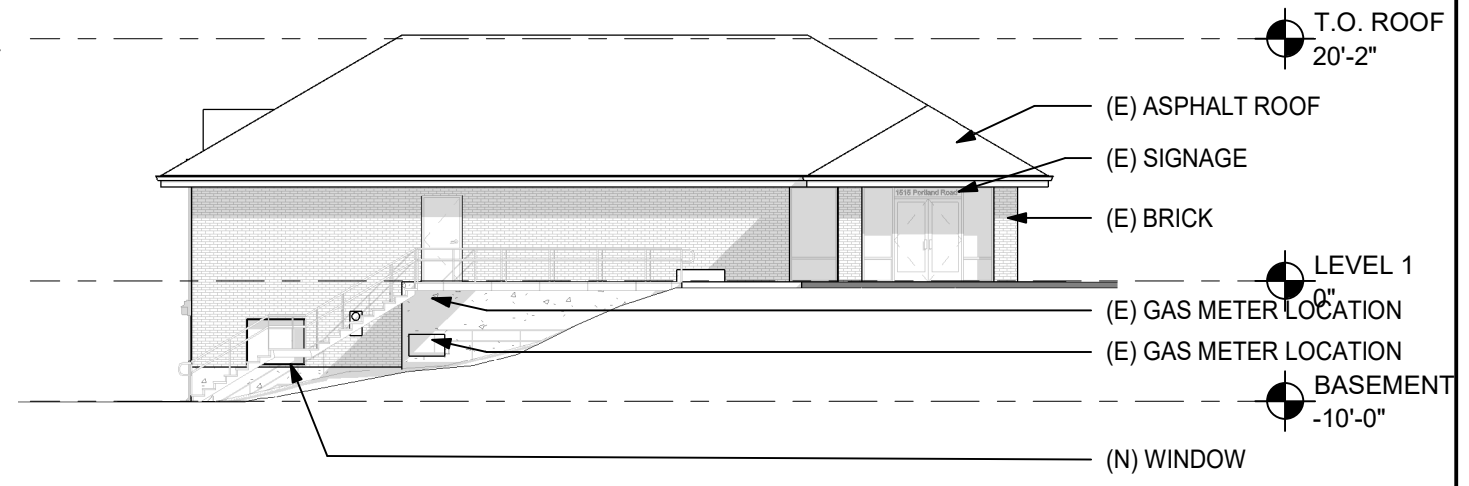
**West Elevation**

A 301 ( 1/16" = 1'-0" )



**North Elevation**

A 301 ( 1/16" = 1'-0" )



**South Elevation**

A 301 ( 1/16" = 1'-0" )



**First American Title Insurance Company  
National Commercial Services  
200 SW Market Street, Suite 250  
Portland, Oregon 97201**

Escrow Officer: **Rachael Rodgers**  
Phone: **(503)795-7608**  
Fax: **(866)406-9291**  
E-mail **rrodgers@firstam.com**

File No: **NCS-943183-OR1**

Title Officer:  
Phone:  
Fax:  
E-mail

File No: **NCS-943183-OR1**

**PRELIMINARY TITLE REPORT**

ALTA Owners Standard Coverage	Liability	\$	Premium	\$	
ALTA Owners Extended Coverage	Liability	\$	Premium	\$	
ALTA Lenders Standard Coverage	Liability	\$	Premium	\$	
ALTA Lenders Extended Coverage	Liability	\$	Premium	\$	
ALTA Leasehold Standard Coverage	Liability	\$	Premium	\$	
ALTA Leasehold Extended Coverage	Liability	\$	Premium	\$	
Endorsements 9.10, 22 & 8.1	Liability	\$	Premium	\$	
Govt Service Charge			Cost	\$	100.00
Other				\$	

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit "A" attached hereto.

and as of August 16, 2019 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

**Providence Health System, as to Parcel 1;  
Sisters of Providence in Oregon, Inc., an Oregon Corporation DBA Providence Newberg  
Hospital, as to Parcels 2, 3 and 4; and  
Sisters of Providence Health System, Inc., dba Providence Newberg Hospital, as to Parcel 5**

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

**The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.**

**In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:**

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
  - i. Satisfactory evidence that no construction liens will be filed; or
  - ii. Adequate security to protect against actual or potential construction liens;
  - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
7. Taxes for the fiscal year 2019-2020 a lien due, but not yet payable.
8. City liens, if any, of the City of Newberg.  
Note: NO SEARCH HAS BEEN MADE. If inquiry is desired, please contact your Title Officer for a lien search.
9. Subject property is under Property of art museums, volunteer fire departments or literary, benevolent, charitable and scientific institutions and is tax exempt. Any change in ownership before delivery of assessment roll may result in tax liability. Tax Parcel Number and Account No.: R3220BA-400, 56824; R3220BA-301, 478174; and R3220BA-402, 482572.  
(Affects Parcels 2, 3 and 4)
10. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.  
(Affects Parcels 1 and 2)



11. Easement, including terms and conditions contained therein:  
Granted to: City of Newberg, a Municipal Corporation in Yamhill County, Oregon  
For: Water pipe line  
Recorded: June 14, 1935  
Recording Information: [Book 110, Page 348](#), Deed Records
  
12. Encroachments, licenses and provisions as set forth in Decree of Suit in Yamhill County State Circuit Court Case No. [28415](#), Anderson vs. Storm.
  
13. Easement, as disclosed by Contract of Sale and assignment thereof, including terms and provisions thereof.  
Recorded: October 27, 1967 in Film [Volume 63, Page 774](#), Deed and Mortgage Records
  
14. An easement reserved in a Contract, including the terms and provisions thereof;  
  
Recorded: October 20, 1970  
Recording Information: Film [Volume 81, Page 888](#), Deed and Mortgage Records  
From: Cecil D. Anderson and Vonnie L. Anderson, husband and wife  
To: Wayne Hanville and Gladys Jeanne Hanville, husband and wife  
For: Parking and access purposes  
Affects: Parcel 2  
  
Amendment thereto recorded under Easement Agreement recorded May 19, 1980 in Film [Volume 150, Page 1819](#), Deed and Mortgage Records.
  
15. Agreement and the terms and conditions thereof:  
Between: Cecil D. Anderson and Vonnie L. Anderson, husband and wife; Chauncey C. Gettman and Rachel E. Gettman, husband and wife; Roe A. Storm and Norma J. Storm, husband and wife  
And: Harris Enterprises, Inc., an Oregon Corporation; and Stanley V. Lutgen and Marilyn E. Lutgen, husband and wife  
Recording Information: March 09, 1977 in Film [Volume 118, Page 1171](#), Deed and Mortgage Records
  
16. Easement Agreement and amendment in Addendum to Easement Agreement and the terms and conditions thereof:  
Between: PIG (Pineal Investment Group)  
And: Mike's Medical Pharmacy  
Recording Information: September 29, 1989 in Film [Volume 236, Page 1807](#), Deed and Mortgage Records  
  
Modification and/or amendment by instrument:  
Recording Information: September 23, 2003 as Instrument No. [200324282](#), Deed and Mortgage Records
  
17. Mutual Parking and Access Easement, including terms and provisions thereof.  
Recorded: March 07, 1990 in Film [Volume 241, Page 786](#), Deed and Mortgage Records



18. An easement reserved in a deed, including the terms and provisions thereof;

Recorded: July 11, 2000  
Recording Information: Instrument No. [200009449](#), Deed and Mortgage Records  
From: Providence Health System-Oregon, an Oregon non-profit corporation, which took title as Sisters of Providence in Oregon, Inc., an Oregon corporation dba Providence Newberg Hospital, aka Providence Health Systems  
To: State of Oregon, by and through its Department of Transportation  
For: Access rights  
Affects: Parcels 1 and 2

19. Easement, including terms and conditions contained therein:  
Granted to: State of Oregon, by and through its Department of Transportation  
For: Highway Sign  
Recorded: September 08, 2000  
Recording Information: Instrument No. [200013009](#), Deed and Mortgage Records

(Affects Parcels 1 and 2)

20. Easement, including terms and conditions contained therein:  
Granted to: Northwest Natural Gas Company, and its successors and assigns  
For: Gas Pipeline Easement  
Recorded: April 10, 2001  
Recording Information: Instrument No. [200105221](#), Deed and Mortgage Records

(Affects Parcels 2 and 4)

21. Easement, including terms and conditions contained therein:  
Between: Michael A. Douglas  
And: Providence Health System - Oregon  
Recorded: September 23, 2003  
Recording Information: Instrument No. [200324281](#), Deed and Mortgage Records

Modification and/or amendment by instrument:

Recording Information: May 11, 2004 as Instrument No. [200409204](#), Deed and Mortgage Records

22. Unrecorded leases or periodic tenancies, if any.

-END OF EXCEPTIONS-

**INFORMATIONAL NOTES**

NOTE: Supplemental to bring current. 2nd Supplemental to bring current

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: We find no matters of public record against that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$4,147.78  
Map No.: R3220BA-00300  
Property ID: 56815  
Tax Code No.: 29.0

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$304.67  
Map No.: R3220BA-00400  
Property ID: 56824  
Tax Code No.: 29.0

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$47.70  
Map No.: R3220BA-00301  
Property ID: 478174  
Tax Code No.: 29.0

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$2,352.95  
Map No.: R3220BA-00402  
Property ID: 482572  
Tax Code No.: 29.0

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$170.51  
Map No.: R3220BA-00401  
Property ID: 478977  
Tax Code No.: 29.0

Situs Address as disclosed on Yamhill County Tax Roll:

1515 E Portland Road, Newberg, OR 97132

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE  
WE KNOW YOU HAVE A CHOICE!**



## **First American Title Insurance Company of Oregon**

### **SCHEDULE OF EXCLUSIONS FROM COVERAGE**

#### **1. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

#### **2. American Land Title Association OWNER POLICY - 2006 EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## Exhibit "A"

Real property in the County of Yamhill , State of Oregon, described as follows:

### PARCEL 1:

A TRACT OF LAND IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO STANLEY V. LUTGEN AND MARILYN E. LUTGEN, BY DEED RECORDED IN FILM VOLUME [111, PAGE 112](#), DEED AND MORTGAGE RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD THAT IS EAST 50 FEET FROM AN IRON PIPE AT AN ANGLE CORNER IN THE WESTERLY LINE OF PARCEL 1 OF LUTGEN TRACT, SAID IRON PIPE BEING NORTH 165 FEET FROM THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 43°31'50" EAST 76.65 FEET TO AN IRON ROD; THENCE NORTH 02°13'30" WEST, 26.79 FEET TO AN IRON ROD; THENCE NORTH 87°46'40" EAST 38.17 FEET TO AN IRON ROD; THENCE SOUTH 02°08'40" EAST, 27.25 FEET TO A RAILROAD SPIKE; THENCE NORTH 63°17' EAST, 56.90 FEET TO AN IRON ROD; THENCE SOUTH 10°53'30" WEST, 62.40 FEET TO AN IRON ROD; THENCE SOUTH 25°19'30" EAST 77.94 FEET TO A POINT IN THE NORTHERLY LINE OF HIGHWAY 99W THAT IS SOUTH 61°30'30" WEST, 100.00 FEET FROM AN IRON ROD AT THE INTERSECTION OF THE WEST LINE OF VILLA ROAD WITH SAID NORTHERLY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE 189 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 121 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVE AND EXCEPT THAT CERTAIN PORTION CONVEYED IN WARRANTY DEED RECORDED OCTOBER 9, 1989 IN FILM [VOLUME 237, PAGE 114](#), DEED AND MORTGAGE RECORDS OF YAMHILL COUNTY, OREGON.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, RECORDED JULY 11, 2000 AS INSTRUMENT NO. [200009449](#).

TAX PARCEL NUMBER: R3220BA-300

### PARCEL 2:

A TRACT OF LAND IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE INTERSECTION OF THE NORTHERLY LINE OF HIGHWAY 99W WITH THE SOUTHERLY PORTION OF THE WEST LINE OF PARCEL 1 OF THAT CERTAIN TRACT OF LAND CONVEYED TO STANLEY V. LUTGEN AND MARILYN E. LUTGEN, BY DEED RECORDED IN FILM VOLUME [111, PAGE 112](#), DEED AND MORTGAGE RECORDS; THENCE NORTH ALONG THE WEST LINE, 148.11 FEET TO AN IRON PIPE; THENCE SOUTH 89°52' WEST ALONG SAID WESTERLY LINE, 57.4 FEET TO AN IRON PIPE; THENCE NORTH 41°45' EAST ALONG SAID WESTERLY LINE, 28.4 FEET TO AN IRON PIPE; THENCE NORTH 01°55' WEST ALONG SAID WESTERLY LINE, 103.8 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF SAID PARCEL 1 OF LUTGEN TRACT AND THE SOUTHWEST CORNER OF PARCEL 3 OF SAID LUTGEN TRACT; THENCE NORTH 01°55' WEST ALONG THE WEST LINE OF SAID PARCEL 3, A DISTANCE OF 70 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EAST 238.0 FEET TO AN IRON ROD AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°55' EAST 70.00 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF SAID PARCEL 3 AND THE NORTH LINE OF THAT CERTAIN TRACT CONVEYED TO CHAUNCEY GETTMAN AND RACHAEL E. GETTMAN, BY DEED RECORDED

IN FILM [VOLUME 83, PAGE 780](#), DEED AND MORTGAGE RECORDS; THENCE SOUTH 01°13' WEST 20.00 FEET; THENCE SOUTH 10°53'30" WEST 18.18 FEET TO AN IRON ROD THAT IS SOUTH 61°30'30" WEST 100.00 FEET, NORTH 25°19'30" WEST 77.94 FEET AND NORTH 10°53'30" EAST 44.22 FEET FROM AN IRON ROD AT THE INTERSECTION OF THE NORTHERLY LINE OF HIGHWAY 99W WITH THE WEST LINE OF VILLA ROAD; THENCE SOUTH 63°17' WEST 56.90 FEET TO A RAILROAD SPIKE; THENCE NORTH 02°08'40" WEST 27.25 FEET TO AN IRON ROD; THENCE SOUTH 87°46'40" WEST 38.17 FEET TO AN IRON ROD; THENCE SOUTH 02°13'30" EAST 26.79 FEET TO AN IRON ROD; THENCE SOUTH 43°31'50" WEST 76.65 FEET TO AN IRON ROD THAT IS 50 FEET EAST OF THE SOUTHERLY PORTION OF THE WEST LINE OF SAID PARCEL 1; THENCE SOUTH 121.25 FEET TO THE NORTHERLY LINE OF SAID HIGHWAY 99W; THENCE SOUTH 61°45'80" WEST ALONG THE SAID NORTHERLY LINE 56.76 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO DIANA S. MOCK, BY DEED RECORDED JANUARY 3, 1990 IN FILM [VOLUME 239, PAGE 1309](#), DEED AND MORTGAGE RECORDS OF YAMHILL COUNTY, OREGON.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO PATRICK R. MAVEETY, M.D., ET AL, BY DEED RECORDED MAY 23, 1990 IN FILM [VOLUME 243, PAGE 1711](#), DEED AND MORTGAGE RECORDS OF YAMHILL COUNTY, OREGON.

FURTHER EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, RECORDED JULY 11, 2000 AS INSTRUMENT NO. [200009449](#).

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROAD WAY PURPOSES OVER AND ACROSS THE NORTHERLY 20.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A TRACT OF LAND IN THE D. D. DESKINS DONATION LAND CLAIM IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF VILLA ROAD WITH THE NORTHERLY RIGHT OF WAY LINE OF OREGON STATE HIGHWAY 99W; AND RUNNING THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 100 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED BY CONTRACT OF SALE TO VIRGIL L. HAVENER AND NADINE HAVENER, HUSBAND AND WIFE, AS RECORDED IN FILM [VOLUME 63, PAGE 775](#), DEED AND MORTGAGE RECORDS OF YAMHILL COUNTY, OREGON; THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID HAVENER TRACT, NORTH 25°56' WEST 78 FEET AND NORTH 2°15' WEST 50 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 2°15' WEST TO A POINT ON THE SOUTH LINE OF A TRACT CONVEYED TO HATTIE E. RUSCH AND CONTRACT AS RECORDED IN FILM VOLUME 36, PAGE 379, DEED AND MORTGAGE RECORDS; THENCE EAST ALONG THE SOUTH LINE OF SAID RUSCH TRACT TO THE WEST LINE OF VILLA ROAD; THENCE SOUTH ALONG SAID WEST LINE OF VILLA ROAD TO THE PLACE OF BEGINNING.

TAX PARCEL NUMBER: R3220BA-400

PARCEL 3:

BEGINNING AT AN IRON ROD THAT IS SOUTH 61°30'30" WEST 100.00 FEET NORTH 25°19'30" WEST 77.94 FEET AND NORTH 10°53'30" EAST 44.22 FEET FROM AN IRON ROD AT THE INTERSECTION OF THE NORTHERLY LINE OF HIGHWAY 99W WITH THE WEST LINE OF VILLA ROAD; THENCE SOUTH 63°17' WEST 56.90 FEET TO A RAILROAD SPIKE; THENCE NORTH 02°08'40" WEST 27.25 FEET TO AN IRON ROD; THENCE SOUTH 87°46'40" WEST 38.17 FEET TO AN IRON ROD; THENCE SOUTH 02°13'30" EAST 26.79 FEET TO AN IRON ROD; THENCE SOUTH 43°31'50" WEST 76.65 FEET TO AN IRON ROD THAT IS 50 FEET EAST OF THE SOUTHERLY PORTION OF THE WEST LINE OF PARCEL 1 OF THE LUTGEN TRACT, BY DEED RECORDED IN FILM [VOLUME 111, PAGE 112](#), DEED AND MORTGAGE RECORDS OF YAMHILL COUNTY, OREGON; THENCE NORTHEAST IN A DIRECT LINE TO THE POINT OF

BEGINNING.

TAX PARCEL NUMBER: R3220BA-301

PARCEL 4:

A PORTION OF A TRACT OF LAND IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST, OF THE WILLAMETTE MERIDIAN, IN YAMHILL COUNTY, OREGON. PARCEL NO. 1 OF TAX LOT NO. 3220BA-400, NEWBERG PLANNING DEPARTMENT PARTITION FILE NO. P-12-89 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE INTERSECTION OF THE NORTHERLY LINE OF HIGHWAY 99W WITH THE SOUTHERLY PORTION OF THE WEST LINE OF PARCEL 2; THENCE NORTH ALONG THE WEST LINE, 148.04 FEET TO AN IRON ROD; THENCE SOUTH 87 DEG. 11 MIN. 41 SEC. WEST 57.38 FEET TO AN IRON PIPE; THENCE NORTH 37 DEG. 57 MIN. 14 SEC. EAST 28.10 FEET TO AN IRON ROD; THENCE NORTH 02 DEG. 09 MIN. 20 SEC. WEST 93.37 FEET TO AN IRON ROD, SAID IRON ROD BEING THE TRUE POINT OF BEGINNING FOR PARCEL 1; THENCE NORTH 02 DEG. 09 MIN. 20 SEC. WEST 12.23 FEET TO AN IRON PIPE; THENCE NORTH 00 DEG. 47 MIN. 45 SEC. EAST 72.30 FEET TO AN IRON ROD; THENCE SOUTH 88 DEG. 11 MIN. 40 SEC. EAST 237.90 FEET TO AN IRON ROD; THENCE SOUTH 00 DEG. 43 MIN. 40 SEC. EAST 67.24 FEET TO AN IRON ROD; THENCE NORTH 88 DEG. 15 MIN. WEST 68.70 FEET TO AN IRON ROD; THENCE NORTH 29 DEG. 01 MIN. 05 SEC. WEST 5.50 FEET TO AN IRON ROD; THENCE SOUTH 60 DEG. 58 MIN. 55 SEC. WEST 107.50 FEET TO AN IRON ROD; THENCE NORTH 01 DEG. 16 MIN. 05 SEC. EAST 23.20 FEET TO AN IRON ROD; THENCE NORTH 43 DEG. 43 MIN. 55 SEC. WEST 15.00 FEET TO AN IRON ROD; THENCE NORTH 88 DEG. 43 MIN. 55 SEC. WEST 64.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS ALL OF PARCEL NO. 2 DESCRIBED AS FOLLOWS:

A PORTION OF A TRACT OF LAND IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN YAMHILL COUNTY, OREGON. PARCEL NO. 2 OF TAX LOT NO. 3220BA-400, AND NEWBERG PLANNING DEPARTMENT PARTITION FILE NO. P-12-89 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE INTERSECTION OF THE NORTHERLY LINE OF HIGHWAY 99W WITH THE SOUTHERLY PORTION OF THE WEST LINE OF SAID PARCEL 2; THENCE NORTH ALONG THE WEST LINE, 148.04 FEET TO AN IRON ROD; THENCE NORTH 0 DEG. 38 MIN. 35 SEC. WEST 33.37 FEET TO AN IRON ROD; THENCE NORTH 46 DEG. 16 MIN. 05 SEC. EAST 42.00 FEET TO AN IRON ROD; THENCE NORTH 1 DEG. 16 MIN. 05 SEC. EAST 14.80 FEET TO AN IRON ROD; THENCE NORTH 60 DEG. 58 MIN. 55 SEC. EAST 107.50 FEET TO AN IRON ROD, SAID POINT BEING THE NORTHERN MOST CORNER OF THIS PARCEL; THENCE SOUTH 29 DEG. 01 MIN. 05 SEC. EAST 5.50 FEET TO AN IRON ROD; THENCE SOUTH 88 DEG. 15 MIN. 00 SEC. EAST, 68.70 FEET TO AN IRON ROD, (SAID POINT BEING THE NORTHEAST CORNER OF THIS PARCEL); THENCE SOUTH 0 DEG. 43 MIN. 40 SEC. EAST 2.74 FEET TO AN IRON ROD; THENCE SOUTH 1 DEG. 54 MIN. 20 SEC. WEST 19.79 FEET TO AN IRON ROD; THENCE SOUTH 10 DEG. 51 MIN. 55 SEC. WEST 18.18 FEET TO AN IRON ROD; THENCE SOUTH 59 DEG. 52 MIN. 35 SEC. WEST 163.62 FEET TO AN IRON ROD; THENCE SOUTH 121.08 FEET TO AN IRON ROD ON THE NORTHERLY LINE OF HIGHWAY 99W; THENCE SOUTH 61 DEG. 44 MIN. 50 SEC. WEST 56.84 FEET ALONG THE NORTHERLY LINE OF HIGHWAY 99W TO THE TRUE POINT OF BEGINNING SAID PARCEL NO. 2.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE NORTHERLY 20.00 FEET TO THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE D.D. DESKINS DONATION LAND CLAIM IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF VILLA ROAD WITH THE NORTHERLY RIGHT OF WAY LINE OF OREGON STATE HIGHWAY 99W; AND RUNNING THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 100 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED BY CONTRACT OF SALE VIRGIL L. HAVENER AND NADINE HAVENER, HUSBAND AND WIFE, AS RECORDED IN FILM [VOLUME 63, PAGE 775](#), DEED AND MORTGAGE RECORDS OF YAMHILL COUNTY, OREGON; THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID HAVENER TRACT, NORTH 25 DEG. 56 MIN. WEST 78 FEET AND NORTH 2 DEG. 15 MIN. WEST 50 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 2 DEG. 15 MIN. WEST TO A POINT ON THE SOUTH LINE OF A TRACT CONVEYED TO HATTIE E. RUSCH AND CONTRACT AS RECORDED IN FILM [VOLUME 36, PAGE 379](#), DEED AND MORTGAGE RECORDS, THENCE EAST ALONG THE SOUTH LINE OF SAID RUSCH TRACT TO THE WEST LINE OF VILLA ROAD; THENCE SOUTH ALONG SAID WEST LINE OF VILLA ROAD TO THE PLACE OF BEGINNING.

TAX PARCEL NUMBER: R3220BA-402

PARCEL 5:

A PORTION OF A TRACT OF LAND IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, PARCEL NO. 3 OF TAX LOT 3220BA-400, NEWBERG PLANNING DEPARTMENT PARTITION FILE NO. P-12-89, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE AT THE INTERSECTION OF THE NORTHERLY LINE OF HIGHWAY 99W WITH THE SOUTHERLY PORTION OF THE WEST LINE OF PARCEL 2; THENCE NORTH ALONG THE WEST LINE 148.04 FEET TO AN IRON ROD, SAID IRON ROD BEING THE TRUE POINT OF BEGINNING OF PARCEL 3; THENCE SOUTH 87°11'41" WEST 57.38 FEET TO AN IRON PIPE; THENCE NORTH 37°57'14" EAST 28.10 FEET TO AN IRON ROD; THENCE NORTH 02°09'20" WEST 93.37 FEET TO AN IRON ROD; THENCE SOUTH 88°43'55" EAST 64.00 FEET TO AN IRON ROD; THENCE SOUTH 43°43'55" EAST 15.00 FEET TO AN IRON ROD; THENCE SOUTH 01°16'05" WEST 38.00 FEET TO AN IRON ROD; THENCE SOUTH 46°16'05" WEST 42.00 FEET TO AN IRON ROD; THENCE SOUTH 00°38'35" WEST 33.37 FEET TO THE TRUE POINT OF BEGINNING OF SAID PARCEL.

TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS ALL OF PARCEL NO. 2 DESCRIBED AS FOLLOWS: A PORTION OF A TRACT OF LAND IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, PARCEL NO. 2 OF TAX LOT 3220BA-400, NEWBERG PLANNING DEPARTMENT PARTITION FILE NO. P-12-89, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE INTERSECTION OF THE NORTHERLY LINE OF HIGHWAY 99W WITH THE SOUTHERLY PORTION OF THE WEST LINE OF SAID PARCEL 2; THENCE NORTH ALONG THE WEST LINE 148.04 FEET TO AN IRON ROD; THENCE NORTH 0°38'35" WEST 33.37 FEET TO AN IRON ROD; THENCE NORTH 46°16'05" EAST 42.00 FEET TO AN IRON ROD; THENCE NORTH 1°16'05" EAST 14.80 FEET TO AN IRON ROD; THENCE NORTH 60°58'55" EAST 107.50 FEET TO AN IRON ROD, SAID POINT BEING THE NORTHERN MOST CORNER OF THIS PARCEL; THENCE SOUTH 29°01'05" EAST 5.50 FEET TO AN IRON ROD; THENCE SOUTH 88°15'00" EAST 68.70 FEET TO AN IRON ROD, SAID POINT BEING THE NORTHEAST CORNER OF THIS PARCEL; THENCE SOUTH 0°43'40" EAST 2.74 FEET TO AN IRON ROD; THENCE SOUTH 1°54'20" WEST 19.79 FEET TO AN IRON ROD; THENCE SOUTH 10°51'55" WEST 18.18 FEET TO AN IRON ROD; THENCE SOUTH 59°52'35" WEST 163.62 FEET TO AN IRON ROD; THENCE SOUTH 121.08 FEET TO AN IRON ROD ON THE NORTHERLY LINE OF HIGHWAY 99W; THENCE SOUTH 61°44'50" WEST 56.84 FEET ALONG THE NORTHERLY LINE OF HIGHWAY 99W TO THE TRUE POINT OF BEGINNING OF SAID PARCEL 2.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE NORTHERLY 20.00 FEET TO THE FOLLOWING DESCRIBED PROPERTY: A TRACT OF LAND IN THE D. D. DESKINS DONATION LAND CLAIM IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE

WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF VILLA ROAD WITH THE NORTHERLY RIGHT OF WAY LINE OF OREGON STATE HIGHWAY 99W, AND RUNNING THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 100 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED BY CONTRACT OF SALE FROM ANDERSON TO VIRGIL HAVENER, ET UX, RECORDED OCTOBER 27, 1967 IN FILM [VOLUME 63, PAGE 775](#), DEED AND MORTGAGE RECORDS OF YAMHILL COUNTY, OREGON; THENCE FOLLOWING ALONG THE EASTERLY LINE OF SAID HAVENER TRACT, NORTH 25°56' WEST 78 FEET AND NORTH 2°15' WEST 50 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 2°15' WEST TO A POINT ON THE SOUTH LINE OF A TRACT CONVEYED TO HATTIE E. RUSCH AND CONTRACT AS RECORDED IN FILM VOLUME 36, PAGE 379, DEED AND MORTGAGE RECORDS; THENCE EAST ALONG THE SOUTH LINE OF SAID RUSCH TRACT TO THE WEST LINE OF VILLA ROAD; THENCE SOUTH ALONG SAID WEST LINE OF VILLA ROAD TO THE PLACE OF BEGINNING.

TAX PARCEL NUMBER: R3220BA-401





## Community Development Department

P.O. Box 970 • 414 E First Street • Newberg, Oregon 97132  
503-537-1240. Fax 503-537-1272 [www.newbergoregon.gov](http://www.newbergoregon.gov)

### WE WANT YOUR COMMENTS ON A PROPOSED NEW DEVELOPMENT IN YOUR NEIGHBORHOOD

A property owner in your neighborhood submitted an application to the City of Newberg to construct ***Existing Building Renovations including buildout of and existing basement area.*** You are invited to take part in the City's review of this project by sending in your written comments. For more details about giving comments, please see the back of this sheet.

The development would include renovating part of the exiting build, including build out of the existing basement are, and adding windows to the basement level of the west elevation.

APPLICANT: *George Fox University – Dan Schutter*  
TELEPHONE: *503-554-2014*

PROPERTY OWNER: *George Fox University*

LOCATION: *1515 N. Portland Rd. (Hwy 99W)*

TAX LOT NUMBER: *3219BA - 00402*



We are mailing you information about this project because you own land within 500 feet of the proposed new project. We invite you to send any written comments for or against the proposal within 14 days from the date this notice is mailed.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments: File No.DR223-XXXX  
City of Newberg  
Community Development Department  
PO Box 970  
Newberg, OR 97132

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. You can also buy copies of the information for a cost of 25 cents a page. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1240.

All written comments must be turned in by 4:30 p.m. on **enter date two weeks from date you mailed notice**. Any issue which might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be submitted to the City in writing before this date. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application for design review approval are found in Newberg Development Code 15.220.050(B).

The Community Development Director will make a decision at the end of a 14-day comment period. If you send in written comments about this project, you will be sent information about any decision made by the City relating to this project.

Date Mailed: ***Date notice is mailed***

# **Land Use Notice**

**File # DR223-00xx**

**PROPOSAL: Existing Building Renovations including buildout of and existing basement area.**

**FOR FURTHER INFORMATION, CONTACT:**

City of Newberg  
Planning & Building Department  
414 E. First Street  
Phone 503-537-1240

PLANNING DIVISION FILE #: \_\_\_\_\_

**CITY OF NEWBERG  
AFFIDAVIT OF NOTICING**

REFERENCE ATTACHED LIST(S)/NOTICE(S)

I, \_\_\_\_\_, do hereby certify that the attached Notice of Land Use Action was:

- a) mailed to the following list of property owners, by United States mail, postage prepaid  
on \_\_\_\_\_;  
(date)
- b) posted on the site according to standards established in Newberg Development Code §15.100.260  
on \_\_\_\_\_.  
(date)

I acknowledge that failure to mail the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledge that failure to mail will result in the automatic postponement of a decision on the application 15.100.210.(D)(2) \_\_\_\_\_.  
(date)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print name

R3217CD 04000  
Newberg State Bank  
PO Box 94839  
Cleveland, OH 44101

R3220BB 03800  
City of Newberg  
PO Box 970  
Newberg, OR 97132

R3217CD 04002  
Clinic LLC Villa  
308 N Villa Rd  
Newberg, OR 97132

R3217CD 04100  
Wilfred Liew  
17662 SW Galewood Dr  
Sherwood, OR 97140

R3220BB 04200  
John & Melissa Kubitz  
1318 E 1st St  
Newberg, OR 97132

R3220BA 02303  
Heinrich & Melanie Sohler  
102 S Church St  
Newberg, OR 97132

R3220BA 02100  
David & Carol Morse  
5808 SW Multnomah Blvd  
Portland, OR 97219

R3220BA 01000  
City of Newberg  
535 NE 5th St  
Mcminnville, OR 97128

R3220BA 02601  
Jose & Anay Rivera  
110 S Church St  
Newberg, OR 97132

R3220BA 02900  
Sandra Jordan  
1519 E 2nd St  
Newberg, OR 97132

R3217CD 06000  
George Fox University  
414 N Meridian St  
Newberg, OR 97132

R3220BA 00100  
M & L Douglas LLC  
11500 NE Anna Dr  
Newberg, OR 97132

R3220BA 00600  
Circle K Stores Inc  
255 E Rincon St STE 100  
Corona, CA 92879

~~R3217CD 05900  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3220BA 03000  
Renee & Craig May  
70885 Indian Ford Rd  
Sisters, OR 97759

R3220BA 02304  
Tai Harden & Andre Moore  
1502 E 1st St  
Newberg, OR 97132

R3220BA 01600  
Portland Road Properties LLC  
433 N Camden Dr Ste 1000  
Beverly Hills, CA 90210

~~R3220BA 00301  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3217CD 06002  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3220BB 05300  
Andrew & Stephanie Dufour  
109 S Church St  
Newberg, OR 97132

R3217CD 03800  
Daniel & Rhonda Hawkins  
623 Rossanley Dr  
Medford, OR 97501

R3220BA 00500  
Harold & Dorothy Medici  
28005 NE Bell Rd  
Newberg, OR 97132

~~R3220BB 00600  
George Fox University  
200 N Carlton Way  
Newberg, OR 97132~~

~~R3217CD 06200  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3217CD 06100  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3220BB 00800  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3220BA 01300  
Akshar Enterprise LLC  
1864 E Portland Rd  
Newberg, OR 97132

R3217CD 06500  
Kyle Kern  
1941 N Westlake Loop  
Newberg, OR 97132

R3220BA 02310  
Stephanie & Anthony Carpenter  
1514 E 1st St  
Newberg, OR 97132

R3220BA 02309  
Tassy Davis  
Po Box 160  
Forest Grove, OR 97116

R3220BA 02305  
Sharon Walker  
5007 E Longest Dr  
Newberg, OR 97132

~~R3220BB 00700  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3217CD 04001  
Newberg State Bank  
1515 E Portland Rd  
Newberg, OR 97132

R3220BA 02700  
Joshua Allan & Samantha Milner  
1509 E 2nd St  
Newberg, OR 97132

R3220BA 02800  
Wesley & Stephanie Hall  
1517 E 2nd St  
Newberg, OR 97132

~~R3220BB 00300  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3217CD 03300  
Paul & Rebecca Fodge  
1321 E Palomino Ct  
Newberg, OR 97132

R3217CD 03600  
Sisters Of Providence  
800 5th Ave # 1200  
Seattle, WA 98104

R3220BA 02200  
Richard Taylor  
3920 SW Condor Ave  
Portland, OR 97239

R3220BA 02311  
Cindy Stetson & Jace Rode  
1516 E 1st St  
Newberg, OR 97132

~~R3220BA 00300  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3217CD 06700  
Oregon Care Group LLC  
302 9th St  
Wenatchee, WA 98801

R3220BA 00800  
Pacific Resources Associates L  
15350 SW Sequoia Pkwy STE 300  
Portland, OR 97224

R3217CD 03900  
Daniel & Rhonda Hawkins  
623 Rossanley Dr  
Medford, OR 97501

~~R3217CD 06300  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3217CD 03700  
Newberg State Bank  
1815 E Portland Rd  
Newberg, OR 97132

~~R3220BB 00500  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3220BB 03900  
David Randall  
1412 E 1st St  
Newberg, OR 97132

R3220BA 02307  
Deborah Quinoa  
1508 E 1st St  
Newberg, OR 97132

R3220BA 02301  
Julie & Steven Fugate  
Po Box 412  
Sherwood, OR 97140

R3220BA 01200  
Enes Alacano  
PO Box 1159  
Deerfield, IL 60015

R3217CD 03500  
Providence Health System Inc  
800 5th Ave # 1200  
Seattle, WA 98104

R3220BA 00200  
M & L Douglas LLC  
11500 NE Anna Dr  
Newberg, OR 97132

R3220BA 00900  
City of Newberg  
535 NE 5th St  
Mcminnville, OR 97128

R3220BB 04100  
Douglas Baisley  
1400 E 1st St  
Newberg, OR 97132

R3217CD 03400  
Sisters Of Providence  
800 5th Ave # 1200  
Seattle, WA 98104

R3220BB 04000  
Abraham & Devin Salazar  
400 Lavender St  
Silverton, OR 97381

R3220BA 02306  
Julie & Steven Fugate  
Po Box 412  
Sherwood, OR 97140

R3220BA 02312  
Den Of Newberg LLC  
5105 SW 45th Ave STE 201  
Portland, OR 97221

R3220BA 02308  
Julie & Steven Fugate  
Po Box 412  
Sherwood, OR 97140

R3220BA 01100  
Stuart & Violet Richey  
PO Box 1159  
Deerfield, IL 60015

R3220BA 02600  
Crystal Lott-Perkins  
114 S Church St  
Newberg, OR 97132

R3220BA 00700  
Pacific Resources Associates L  
15350 SW Sequoia Pkwy STE 300  
Portland, OR 97224

~~R3220BA 00400  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3220BA 02000  
Mcbride Insurance Agency Inc  
1548 E 1st St  
Newberg, OR 97132

R3220BA 02302  
Julie & Steven Fugate  
Po Box 412  
Sherwood, OR 97140

~~R3220BA 00402  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3217CD 06001  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3217CC 00100  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3220BB 00100  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3220BA 00401  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3217CD 06600  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

~~R3220BB 00101  
George Fox University  
414 N Meridian St  
Newberg, OR 97132~~

R3217CD 03204  
Newberg Professional Center As  
Po Box 63  
Newberg, OR 97132

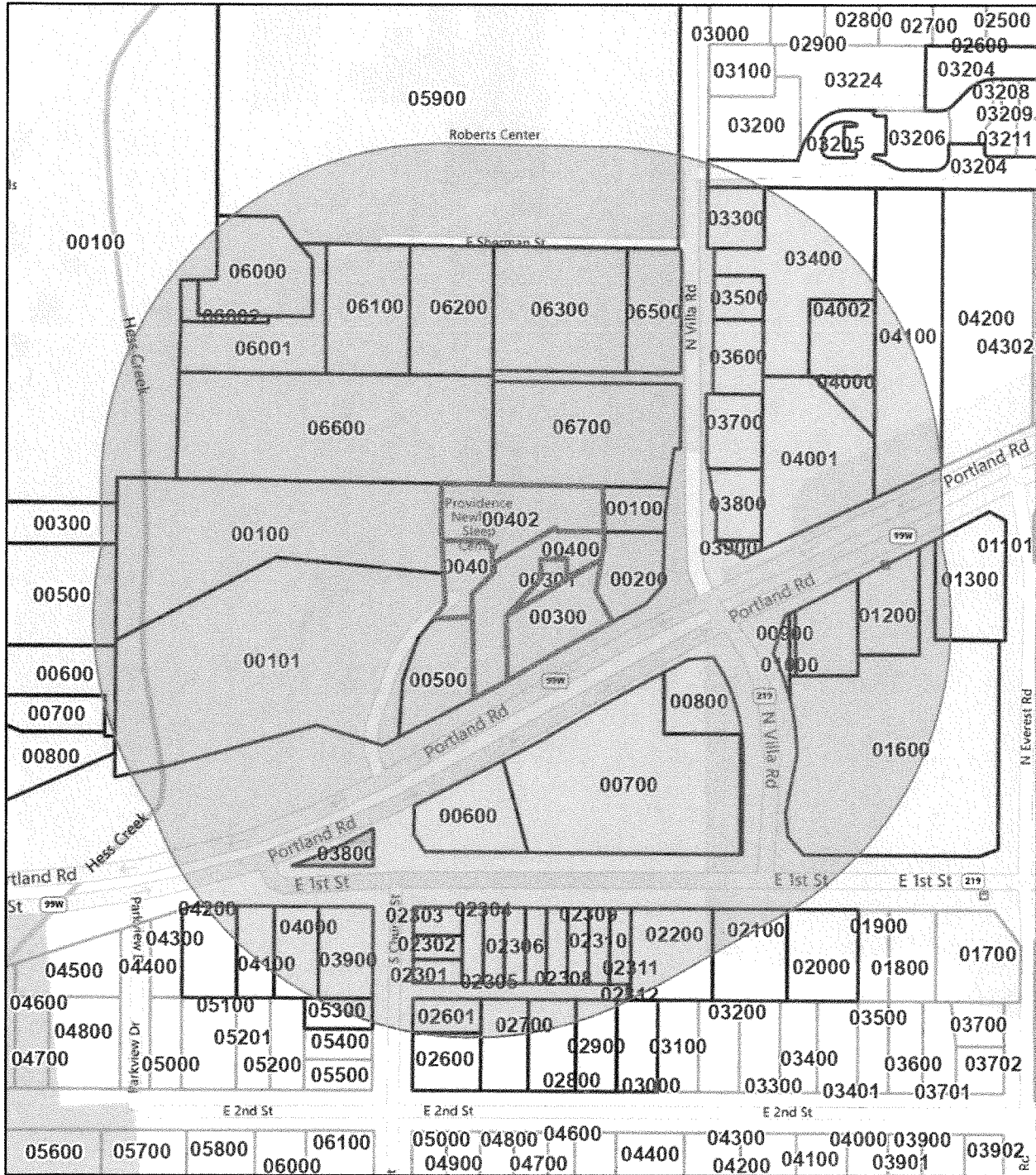


First American Title™

# 500 ft Buffer

1513 E Portland Rd, Newberg, OR 97132

Report Generated: 3/1/2023



The present data and maps are intended for informational purposes only. Some information has been procured from third-party sources and has not been independently verified. Individual parts are owned by their respective copyright owners and not by First American. First American Title Company makes no express or implied warranty respecting the information presented and assumes no responsibility for errors or omissions.