

AFTER RECORDING RETURN COPY TO:

Newberg Crestview, LLC
5285 Meadows Road, Suite 171
Lake Oswego, OR 97035

Chehalem Park & Recreation District
125 S Elliott Rd
Newberg, OR 97132

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EMERGENCY VEHICLE ACCESS &
MAINTENANCE EASEMENT AGREEMENT**

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to provide for the construction and perpetual maintenance of a new private access easement and improvements within the easement area by the owners of the properties described in Section 2 of this Agreement for adequate circulation of emergency vehicles and pedestrians.

2. LEGAL DESCRIPTION.

The parcels of property subject to this agreement are as follows:

- a. The property benefited by the private access easement is (the Beneficiaries):

Parcel 2 of Partition Plat No. 2024-008, a recorded plat in Yamhill County, Oregon (the Plat) and;

- b. The property burdened by the private access easement is (the Grantor):

Spring Meadow Park: Lot 1 – Block 8 in Spring Meadow Subdivision Stage 2

- c. The private access easement is as follows:

See Exhibit A as attached.

3. DURATION AND NATURE OF AGREEMENT.

This Agreement shall continue in perpetuity. This Agreement is intended to and does attach and run with the land affected herein. This Agreement is binding on the undersigned landowner(s) and creates a perpetual obligation and right on the part of it and subsequent owners of the subject land.

4. CONSTRUCTION OF IMPROVEMENTS.

Beneficiary will bear the entire burden of constructing a vehicular driving surface capable of, and

solely for the purposes of supporting emergency vehicles (“Vehicular Improvements”), and the maintenance thereof, over and across the Grantor’s property, from the Beneficiary’s property to the public right of way known as Vittoria way. The Beneficiary shall provide such measures to the Vehicular Improvements that they shall be controlled from ordinary vehicular use such as an emergency vehicle access gate and a landscaped surface that does not visually appear to be an ordinary vehicular ingress/egress to the general public.

Beneficiary will additionally bear the entire burden of constructing multiple pedestrian walkways (Pedestrian Improvements) from the Beneficiary’s property and connect to existing pedestrian routes in and adjacent to the Spring Meadow Park.

Beneficiary will bear the entire burden of restoring any disturbances to the existing park equal to or better than the original condition.

5. MAINTENANCE.

The Grantor shall be responsible for the maintenance of the landscaping and Pedestrian Improvements within the Easement Area. The Beneficiary shall be solely responsible for the maintenance of the structural integrity of the Vehicular Improvements unless damaged by the Grantor, or Grantor’s contractors or employees.

It is understood by both parties that the Beneficiary intends to construct a residential development project on Beneficiary’s property and that impacts to the existing improvements within the easement area is anticipated. The Beneficiary shall be solely responsible for any damages that occur as a result of said construction project and shall complete any necessary repairs within 90 days of receiving a certificate of occupancy for the last structure completed in the new development.

6. INDEMNIFICATION.

The owners of the Lots shall hold harmless, defend and indemnify the City of Newberg and the City’s officers, agents, and employees against all claims, demands, actions and suits, including attorneys’ fees and costs brought against any of them arising out of the failure to properly design, locate, construct or maintain the improvements which are subject to this Agreement or for damage to any property resulting from the failure to maintain the improvements in a safe condition. All workers undertaking maintenance work on the driveway shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects each owner.

7. MAINTENANCE OBLIGATIONS AND ARBITRATION.

The owners of the Lots shall confer from time-to-time regarding performance of required maintenance under this Agreement. The Beneficiary shall routinely inspect and provide the Grantor notice as early as practical of any planned maintenance of the Vehicular Improvements. In the event of a disagreement concerning maintenance obligations and payment, the owners shall agree upon an arbitrator who shall resolve such disagreement. If the owners cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Washington shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners and the fee of the arbitrator shall be borne by the owners.

8. NOTICE.

Any notice, demand, or report required under this Agreement shall be sent to each owner in care

of the street address of each owner's parcel, or in the event the owner does not reside on the property, in care of the current property tax notification address of the property. Each owner shall notify the other owner(s) of any change in notification address. Any required notice or demand shall be made by hand delivery or certified mail and shall be deemed received on actual receipt or 48 hours after being mailed whichever first occurs.

9. TERMINATION.

The owners of the Lots may not amend, withdraw from or dissolve this Agreement without the written approval of the Tualatin Valley Fire Marshal.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on

_____, 20____

GRANTOR:
Chehalem Park & Recreation District

By: _____

STATE OF OREGON)
)
County of _____)

This instrument was acknowledged before me on _____ by _____, on behalf of Chehalem Park & Recreation District.

Stamp notary seal below

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____

[ACKNOWLEDGEMENTS CONTINUE]

BENEFICIARY:
Newberg Crestview, LLC

By: Jeff Smith

STATE OF OREGON)
)
County of _____)

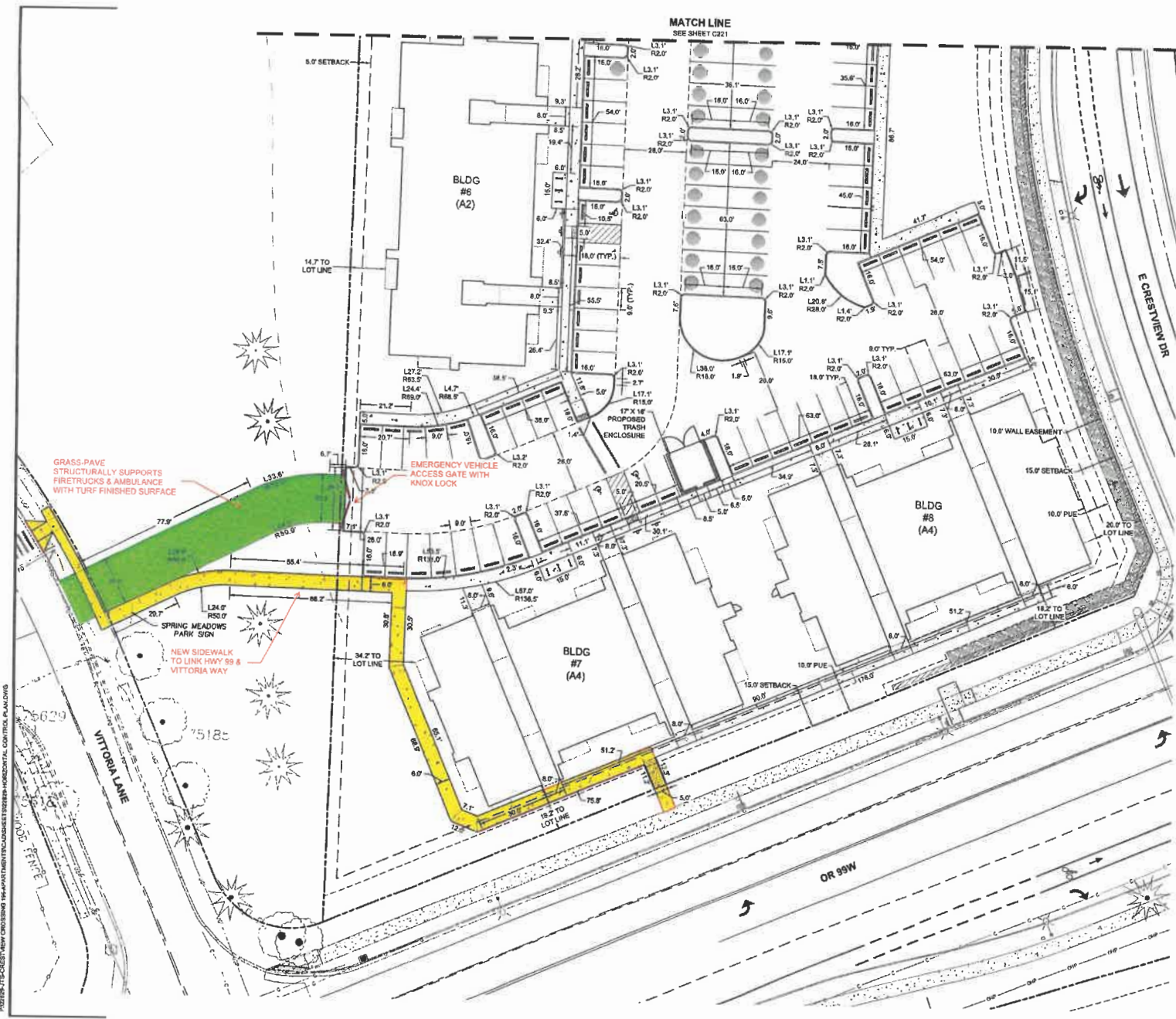
This instrument was acknowledged before me on _____ by Jeff Smith,
on behalf of Newberg Crestview, LLC.

Stamp notary seal below

WITNESS my hand and official seal.

Signature of Notary Public

My commission expires: _____



- LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING RIGHT OF WAY LINE
 - EXISTING ADJACENT PROPERTY LINE
 - EXISTING ROW CENTERLINE
 - EXISTING EDGE OF ASPHALT
 - EXISTING WALL
 - PROPOSED LOT LINE
 - PROPOSED EASEMENT LINE
 - PROPOSED SETBACK LINE
 - PROPOSED CURB
 - PROPOSED CONCRETE
 - PROPOSED CONCRETE SCORING
 - PROPOSED FIRE ONLY ACCESS DRIVEWAY
 - PROPOSED RETAINING WALL
 - PROPOSED BUILDING LINE
 - PROPOSED STRIPING
 - PROPOSED TRASH ENCLOSURE
 - PROPOSED ADA ACCESS AISLE
 - PROPOSED STAIRS
 - PROPOSED WHEEL STOP
 - PROPOSED TRUNCATED DOME STRIP
 - PROPOSED BICYCLE RACKS
 - PROPOSED LIGHTING
 - PROPOSED ADA PARKING SYMBOL
 - PROPOSED EV COMPATIBLE PARKING SPACE
 - PROPOSED FIRE GATE



PURVIEW DATE
DECEMBER 11, 2023
ISSUED FOR
PERMIT SET
REVISIONS

HORIZONTAL CONTROL PLAN III
SPRING MEADOW AT
CRESTVIEW
JTSC, LLC
ARCHITECT



PROJECT INFORMATION
SJ PROJECT # | 22829
TAX LOTS | R321AC LOT 1
LAND USE # | HAN0223-0001
CREATED BY | JAS, DRG, ROW
CHECKED BY | AJM

SHEET NUMBER
C222



PENDING: JTS-C222-NEW-CRESTVIEW-SPRINGMEADOW-THROUGH-ENGINEER-HORIZONTAL-CONTROL-PLAN-III

SPRING MEADOW PARK LANDSCAPE PLANT MATERIAL SCHEDULE

SYMBOL	TREES	ITEM	SIZE	QTY.	COMMENTS
	+	ACER MACROPHYLLUM	2" CAL	5	REFER TO DETAIL 41 SHEET L209
	+	BREAKEAF MAPLE	6" DB	1	MATURE, 80' HT, 150' WD.
	+	CORNUS NUTTALLII	2" CAL	7	REFER TO DETAIL 41 SHEET L209
	+	PACIFIC DOGWOOD	1.5" DB	1	MATURE, 80' HT, 150' WD.
	+	PNUS CONTORTA VAR. CONTORTA	6" FT.	6	REFER TO DETAIL 31 SHEET L209
	+	SHORE PINE	6" DB	1	MATURE, 80' HT, 150' WD.
	+	PSEUDOTSUKA MENZIESII	6" FT.	7	REFER TO DETAIL 31 SHEET L209
	+	DOUGLAS FIR	6" DB	1	MATURE, 80' HT, 150' WD.
	+	THUJA PLICATA	6" FT.	3	REFER TO DETAIL 31 SHEET L209
	+	WESTERN REDCEDAR	6" DB	1	MATURE, 80' HT, 150' WD.

SYMBOL	SHRUBS & ACCENTS	ITEM	SIZE	QTY.	COMMENTS
	+	ACER CIRCINNATUM	3 GAL	20	REFER TO DETAIL 27 SHEET L208
	+	AMELANCHIER ALNIFOLIA	3 GAL	10	MATURE, 80' HT, 150' WD.
	+	WESTERN SWORDFERNERY	1 GAL	20	REFER TO DETAIL 27 SHEET L208
	+	LONICERA HISPIDULA	1 GAL	20	MATURE, 80' HT, 150' WD.
	+	MADONIA ARVENIS	1 GAL	25	REFER TO DETAIL 27 SHEET L208
	+	TALL OREGON GRAPE	3 GAL	20	MATURE, 80' HT, 150' WD.
	+	RHODODENDRON MACROPHYLLUM	3 GAL	20	MATURE, 80' HT, 150' WD.
	+	WESTERN RHODODENDRON	1 GAL	30	REFER TO DETAIL 27 SHEET L208
	+	RI BES SANGUINEUM	1 GAL	30	MATURE, 80' HT, 150' WD.
	+	RED FLOWERING CURRANT	1 GAL	30	REFER TO DETAIL 27 SHEET L208
	+	SYMPHORICARPOS ALBUS	1 GAL	30	MATURE, 80' HT, 150' WD.
	+	SNOWBERRY	1 GAL	30	REFER TO DETAIL 27 SHEET L208

SYMBOL	GRASS/COVERS	ITEM	SIZE	QTY.	COMMENTS
	+	EMERALD CARPET	3" D.C.	245 PLANTS	REFER TO DETAIL 17 SHEET L208
	+	EMERALD CARPET	3" D.C.	245 PLANTS	MATURE, 1 FT. 1.5" W.D.
	+	FULL SUN EVERGREEN	1 GAL	20	REFER TO DETAIL 17 SHEET L208

SYMBOL	TURF RESTORATION AREA	ITEM	SIZE	QTY.	COMMENTS
	+	TURF RESTORATION AREA	78,000 SF	1	REFER TO TURF RESTORATION NOTES

SEE THESE PROTECTION & DEMOLITION PLANS

CONSTRUCT TIEBES TO REMAIN, OVERGREENS & DECIDUOUS CONTRACTOR TO PROTECT WITHIN DRIP LINES

GENERAL LANDSCAPE NOTES:

- COORDINATE ALL TURF RESTORATION ACTIVITIES WITH THE FACILITIES MANAGER AT CHEWLEEN PARK & RECREATION DISTRICT (CPRD).
- ALL PLANT REELS SHALL HAVE A 3" DEPTH OF BARK MULCH.
- IRRIGATION FOR NEW PLANTINGS IN PARK SHALL BE THE RESPONSIBILITY OF THE CPRD.
- ALL PLANT MATERIAL DELIVERED TO THIS SITE SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK STANDARDS.
- CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FOR ALL PLANT MATERIAL SUBSTITUTIONS FROM THE LANDSCAPE ARCHITECT. DRAWINGS AND SPECIFICATIONS MAY BE REJECTED BY THE LANDSCAPE ARCHITECT AT NO COST TO THE OWNER. THESE ITEMS MAY BE REQUIRED TO BE REPLACED WITH PLANT MATERIALS THAT ARE IN COMPLIANCE WITH THE DRAWINGS.
- SEE ADDITIONAL NOTES ON SHEET L208.

TURF RESTORATION NOTES:

- COORDINATE ALL TURF RESTORATION ACTIVITIES WITH THE FACILITIES MANAGER AT CHEWLEEN PARK & RECREATION DISTRICT.
- WORKING RESTORATION FOR TURF AREAS WILL BE COMPLETED BY CPRD.
- INSTALL AND MAINTAIN ALL WEEDS ACCORDING TO ACCEPTABLE PRACTICES WITH THE CPRD.
- APPLY TOP DRESS TURF BY MECHANICAL MEANS. PERFORM 3 PASSES IN DIFFERENT DIRECTIONS.
- POWER RAKE OVER PASSES TO REMOVE AND DETATCH EXISTING TURF. RAKE OFF ALL DEBRIS.
- FILL DEPRESSIONS WITH QUALITY TOP SOIL AND LEVEL.
- SEND SOIL SAMPLES FROM 2 DIFFERENT LOCATIONS TO A SOIL LABORATORY FOR ANALYSIS STATING THAT THE SOIL BE ANALYZED FOR A TURF COPY. AFTER RECEIVING RESULTS, THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE. ADD AMENDMENTS ACCORDING TO THE RECOMMENDATIONS.
- TOP DRESS TURF AREA WITH A LAYER OF ORGANIC MATERIAL MIXED WITH TOPSOIL AND RAKE SMOOTH.
- APPLY AMENDMENTS AS RECOMMENDED.
- SEE FED. CPRD STANDARD AND INDUSTRY STANDARD COVERAGE.

GENERAL LANDSCAPE NOTES:

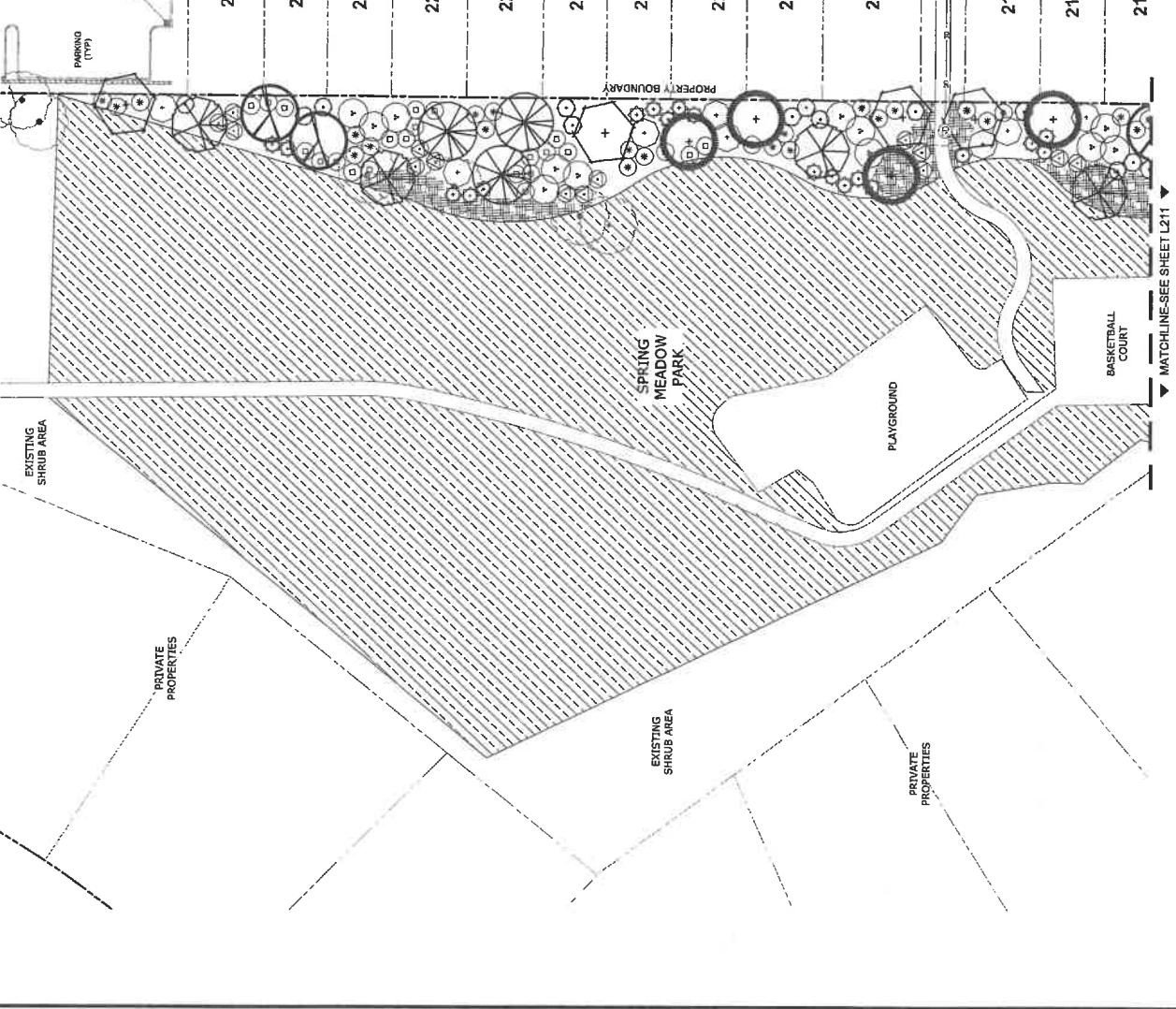
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- SEE ADDITIONAL NOTES ON SHEET L208.



Investment Recap

Created For –
 Memorial Park
 Chehalem Park & Rec. District
 411 S Howard St
 Newberg, OR 97132

Price Expiration	9/24/23
Created By	Sam Wanzenried
Direct Phone	503-753-0350
Email	swanzenried@gocitywide.com

Scope of Work:

Remove & Replace Asphalt

- Repair and replace damaged asphalt with class B hot-process asphalt (up to 3" depth). Inspect the subgrade, any additional changes will be at an additional cost.

New Asphalt – 2" Overlay

- Prep base, pave new asphalt over existing up to a depth of 2".

Crack Seal

- Crack seal with Crafcoc hot applied asphaltic-based crack sealant. Repairs will be performed to cracks wider than 1/8" but not part of alligatored areas.

Seal Coating

- Heavily clean asphalt areas. Seal coat with Armor seal A-100 commercial grade sealcoat. Silica can be added to the sealcoat if requested at an additional cost.

Quantity	Description	Unit Price	Taxable?	Amount
1,152 sq ft	Remove & Replace Asphalt	\$10,937.00	No	\$10,937.00
1,969 sq ft	2" Overlay	\$12,375.00	No	\$12,375.00
200 lf	Crack Seal	\$328.00	No	\$328.00
3,121 sq ft	Seal Coating	\$4,166.00	No	\$4,166.00
Total				\$27,806.00


(135)
 Price
 9/30/24
 *

Services will be billed at the time the work is completed. If you have any questions about this scope of work or need to alter it in any way, please let me know. Alterations made during the project are subject to a price adjustment.

Effective Date: 9/11/2023

Sam Wanzenried
 City Wide Facility Solutions

Authorized Representative
 Chehalem Park & Recreation District

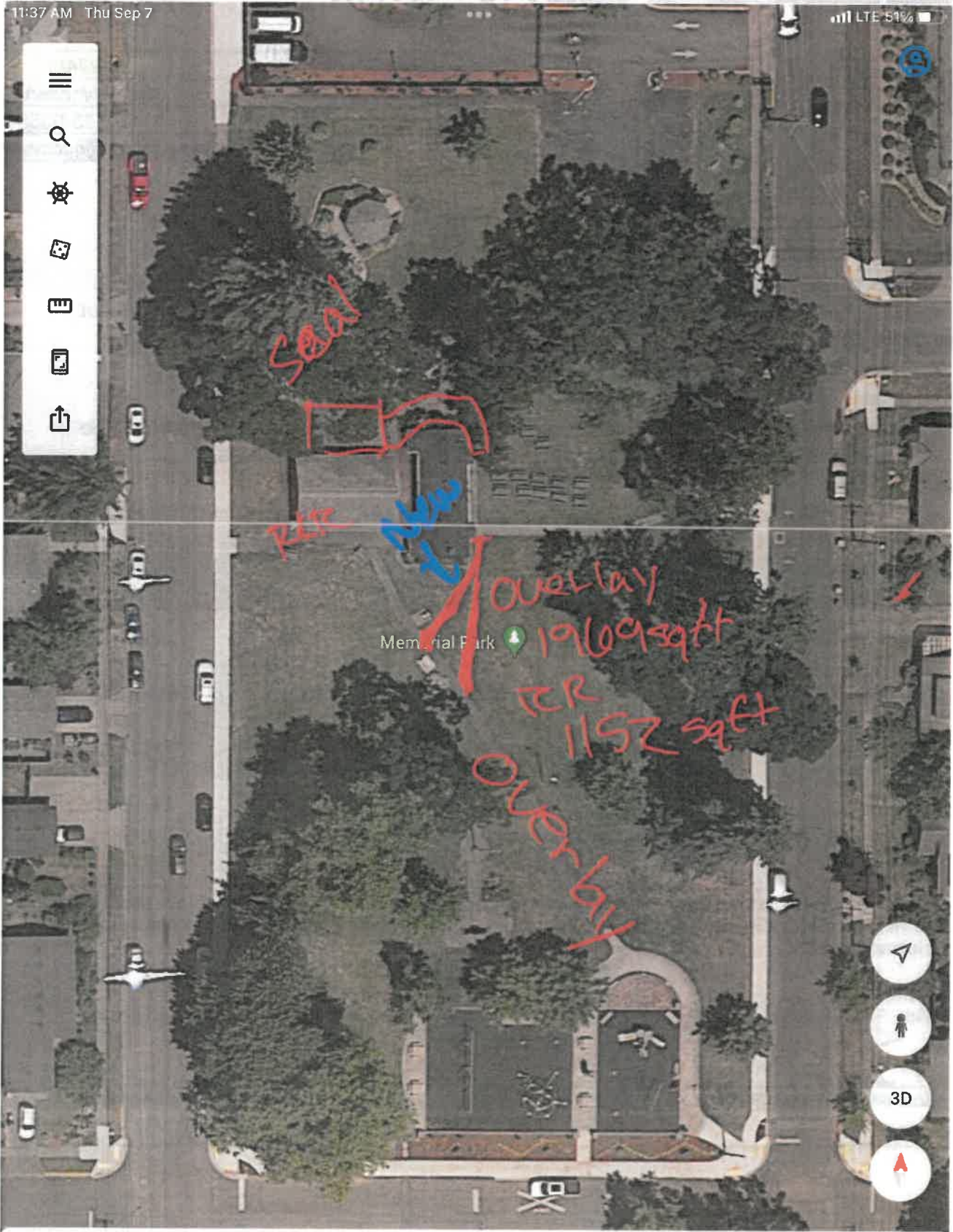
By: 
 (Authorized Representative)

By: 
 (Authorized Representative)
 CASEY CRIGHTON
 Printed Name

9/11/23
 Date

11:37 AM Thu Sep 7

LTE 51%



Asphalt Paving Subquote



BRIX Paving Northwest Inc.

PO Box 2388
Tualatin, Oregon 97062
Contact: Bill Bracale
Phone: (503) 570-9355
Email: BBRACALE@BRIXPAVING.COM

Quote To: City of Nerberg
Attn: Joshuah Danner

Office:
Cell: 971-832-2344
Email: jdanner@cprdnewberg.org

Job Name: Memorial Park Revt
Bid Date: 5/19/23
Date of Plans:
Revision Date: 8/28/23
OR CCB: 193102
Estimate Code: BB581

114 S River St, Newberg

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOB	1.00	LS	1,800.00	1,800.00
20	3" AC REMOVE AND REPLACE	737.00	SF	19.00	14,003.00
30	3" AC NEW PATH	415.00	SF	14.00	5,810.00
40	2" AC OVERLAY	1,969.00	SF	6.00	11,814.00
50	SEAL COAT	3,121.00	SF	1.00	3,121.00

GRAND TOTAL

\$36,548.00

NOTES:

Clarifications:

- One Mobilization included in bid.
- Asphalt Materials will be subject to the ODOT escalation clause. ODOT MACMP for July is \$580.
- Utility adjustments & survey excluded.
- Prime coat on rock & herbicide not included.
- Bonds, permits and fees not included.
- Layout and Testing by others.
- Removal of AC only, aggregate base not included.
- Patching not included.
- Final billing for paving based on actual area paved at unit rate.
- If tree roots are taken out, not responsible for any tree loss.
- This quote is good for thirty days from date of proposal.
- FOUR WEEK NOTICE REQUIRED FOR SCHEDULING.
- If fee required for pay application portal Brix will pass through as a change order. (ie Textura, GC Pay, etc.)
- Payment terms are net 30 days. Past due accounts will be assessed interest at the rate of 1.5% per month and reasonable collection costs will be added.
- This proposal will be an attachment to any contract issued.

SUBJECT TO NATURAL GAS SURCHARGE IF MARKET REQUIRES!

Pro Paving LLC

29030 Sw Town Center Loop East
Ste 202 -#430
Wilsonville Or 97070
Licensed, bonded & insured
5035501952
propavingoforegon@gmail.com
CCB 203896

Estimate

Estimate No: 1613
Date: 08/23/2023

For: Chehalem Park & Recreation DST
(Memorial Park)
jdanner@cprdnewberg.org,
bstewart@cprdnewberg.org
411 S Howard St
Newberg, OR, 97132-3313
971-281-1885

Description	Quantity	Rate	Amount
asphalt paving and excavation on path ways and adjoining areas approx 3,121 sq ft (1,969 overlay 1,152 excavated areas) clean overlay areas thoroughly using sweepers,power brooms,blowers ect apply tack to overlay areas excavated areas saw cut as needed to remove damaged asphalt and to insure smooth transitions excavate roots,dirt,soil,mixed base rock as needed inspect base rock/add base rock as needed finish grade for proper water drainage compact base rock install hot mix asphalt level (2) half inch dense 2" in overlay areas 3" excavated areas after compaction sand seal joints all work to be performed in a timely and workmanship like manner 1/3 down after work started remainder to be paid upon completion	1	\$24,180.00	\$24,180.00

Description	Quantity	Rate	Amount
asphalt slurrie seal approx 3,121 sq ft thoroughly clean asphalt using power brooms,sweepers,blowers ect.. seal main cracks and joints with crafc commercial grade hot rubber apply armour A-100 commercial grade slurrie sealer	1	\$2,153.00	\$2,153.00
all work to be performed in a timely and workmanship like manner 1/3 down after work started remainder to be paid upon completion			
		Subtotal	\$26,333.00
		TAX 0%	\$0.00
		Total	\$26,333.00
		Total	\$26,333.00

MEMORIAL PIC

Comments

any questions call John Leggett 503-550-1952
 accept credit cards with 3% processing fee
 thank you for considering Pro Paving LLC