

## **706 Elizabeth Ct City Engineer Comments**

**From:** Denny Muchmore  
**To:** Permits; Jason Shirley  
**Cc:** Don Cutler  
**Subject:** Followup: 706 Elizabeth Ct, code & permit questions (Dayton)  
**Attachments:** image002.png  
PWDS details (sidewalk, sewer-storm lateral, water service).pdf  
Utility map excerpts, 706 Elizabeth Ct.pdf  
Title Report, TL 1400, Baker.zip  
Palmer Creek Addition ph 3, 1996, set.pdf

Jason,

I forgot to attach a few applicable details.

- Sidewalk & driveway approach details.
- Sewer & storm lateral details.
  - A property line cleanout per Detail 416 will need to be added to the existing sewer lateral (*at the edge of the easement*).
  - Although not noted below, separate sewer service laterals are required for each side of duplex lots, and a 6-inch minimum size lateral is required for triplexes (*or separate laterals to each unit*).
- Water service & water meter details.
  - A meter box to current City standards must be provided for the new meter(s) serving this lot.

*Denny Muchmore, PE (OR, WA)*  
*Westech Engineering, Inc., 3841 Fairview Industrial Drive SE, Suite 100, Salem, OR 97302*

*Celebrating 56 Years of Service 1968 - 2024*

**From:** Denny Muchmore  
**Sent:** Tuesday, July 9, 2024 6:18 PM  
**To:** 'Permits'; Jason Shirley, Dayton  
**Cc:** Don Cutler  
**Subject:** RE: 706 Elizabeth Ct, code & permit questions (Dayton)

Jason,

- Setbacks. Garage setbacks are 20 feet from the property line (*not from the curb or from the sidewalk*).
  - Location of property line will need to be marked/staked in the field by the builder's surveyor in order to verify where this setback is measured from.
  - The side yard setback on the north will be 5 feet OR the edge of the pump station access roadway, whichever is greater.
- Parking. Offstreet parking required is 2 per dwelling unit (*plus 1 for each ADU*), as noted in the LUDC 7.2.303.06 table.
- Sidewalk. A new 5 foot wide curblin sidewalk is required, per PWDS detail 212. The driveway approach(s) for the new house need to be per PWDS detail 212A.
- Sewer Lateral. The record drawings discussed below show a sewer lateral connected to the sewer main down the gravel access to the Palmer Creek pump station.
- Storm Drain Lateral. The storm lateral can either connect to the storm line near the downhill end of the cul-de-sac frontage, or daylight out to the back (*east/downhill end*) of the lot. The soils in the area are not conducive to infiltration, especially on slopes.
- Geotech Report. Due to the steep nature of the slopes below Elizabeth Court, a Geotech report is recommended (*whether or not it is required is up to the building official, but is strongly*



*recommended based on challenged experienced by other lots in this general area).* The soils in this area are known to be highly erodible and unstable when saturated with without established vegetation cover. See notes below regarding flood plain issues.

- Flood Plain issues. As shown on the attached utility map excerpts, the lower ~third of the lot extends down below the 100 year flood plain. If the footprint of the proposed house extends into the 100 year flood plain, a flood plain development permit is required, and flood standards will need to be met if the area within the house footprint (*including the crawl space*) is not filled to a minimum of 1 foot above the flood plain level.
- Water Service. As noted below, a single water service is shown on the old as-built drawings for this lot. If a duplex or triplex is proposed, separate water services and separate water meters will be required for each unit per PWDS 5.19.a.4.b.

#### Other Information.

- Utility map excerpts are attached for reference.
- A copy of a title report for the property previously pulled by the City is attached for reference.
- Pdf copy of Palmer Creek Addition Phase 3 drawings is attached for reference.
  - Sheet 13 shows the sewer lateral location based on the as-builts, at the downhill end of the lot on the gravel access road to the Palmer Creek Pump Station (*will need to be verified by the homebuilder*). This location has not been verified by Public Works.
  - Sheet 13 also shows the record alignment of the private pressure sewer from 710 Elizabeth Court (*shown just behind the cul-de-sac curbline*). This location has not been verified by Public Works.
  - Sheet 9 shows a water service location near the north end of the lot based on the as-builts (*will need to be verified by the homebuilder*). This location has not been verified by Public Works.

When the property boundaries are marked by the homebuilder's surveyor, please notify us so that we can verify the location of the gravel access road to the Palmer Creek Pump Station in relation to the proposed building envelope.

We hope this information is helpful.

*Denny Muchmore, PE (OR, WA)  
Westech Engineering, Inc., 3841 Fairview Industrial Drive SE, Suite 100, Salem, OR 97302  
Celebrating 56 Years of Service 1968 - 2024*

**From:** Denny Muchmore  
**To:** Rocio Vargas  
**Cc:** Don Cutler  
**Subject:** RE: 706 Elizabeth Ct., existing lot questions  
**Date:** Wednesday, July 16, 2025 11:22:52 AM  
**Attachments:** [image001.png](#)  
[Followup 706 Elizabeth Ct code permit questions \(Dayton\).msg](#)

Rocio,

Attached is an email from just over a year ago, with information provided for reference by all parties.

See red italics text below addressing the specific current questions.

1. Tie in depth to city sewer (will dictate whether a sewer pump would be a necessity) *(this lot will be required to install a gravity sewer lateral connected to the gravity sewer mainline that runs down the gravel access road to the Palmer Creek Sewer Pump Station. A private sewer pump to serve a property in Dayton is prohibited unless it can be*



*demonstrated that it is not possible to serve the property by gravity, which does not appear to be the case for this particular lot. As for the depth of the sewer mainline along the gravel pump station access road, this can be approximated by looking in the manholes on either end of the lot (MH 130 on Elizabeth Court and MH 189 down on the gravel access road). I don't have specific information on the sewer mainline depths along the gravel access road other than what is shown on the Palmer Creek Addition Ph 3 drawings included in the 7/9/2024 email attached above, and we are not sure those old drawings are accurate.)*

2. Whether or not backfill / topography changes on the lot, in the floodplain would be allowed ? *(Any fills within the FEMA 100 year flood plain require a floodplain development permit. Curt would be the one to provide guidance on what is involved in that process these days)*

I just read most of the information in the link that you sent in reference to the floodplain, but for me it's still a bit convoluted. *(understood. Since the federal government (FEMA) dictates in part what is or is not allowed to happen in a flood plain, it does tend to be more complex than if it were solely a local decision.)*

Denny Muchmore, PE (OR, WA)  
Westech Engineering, Inc. *Celebrating 57 Years of Service 1968-2025*  
3841 Fairview Industrial Drive SE, Suite 100, Salem, OR 97302



CONSTRUCTION NOTES

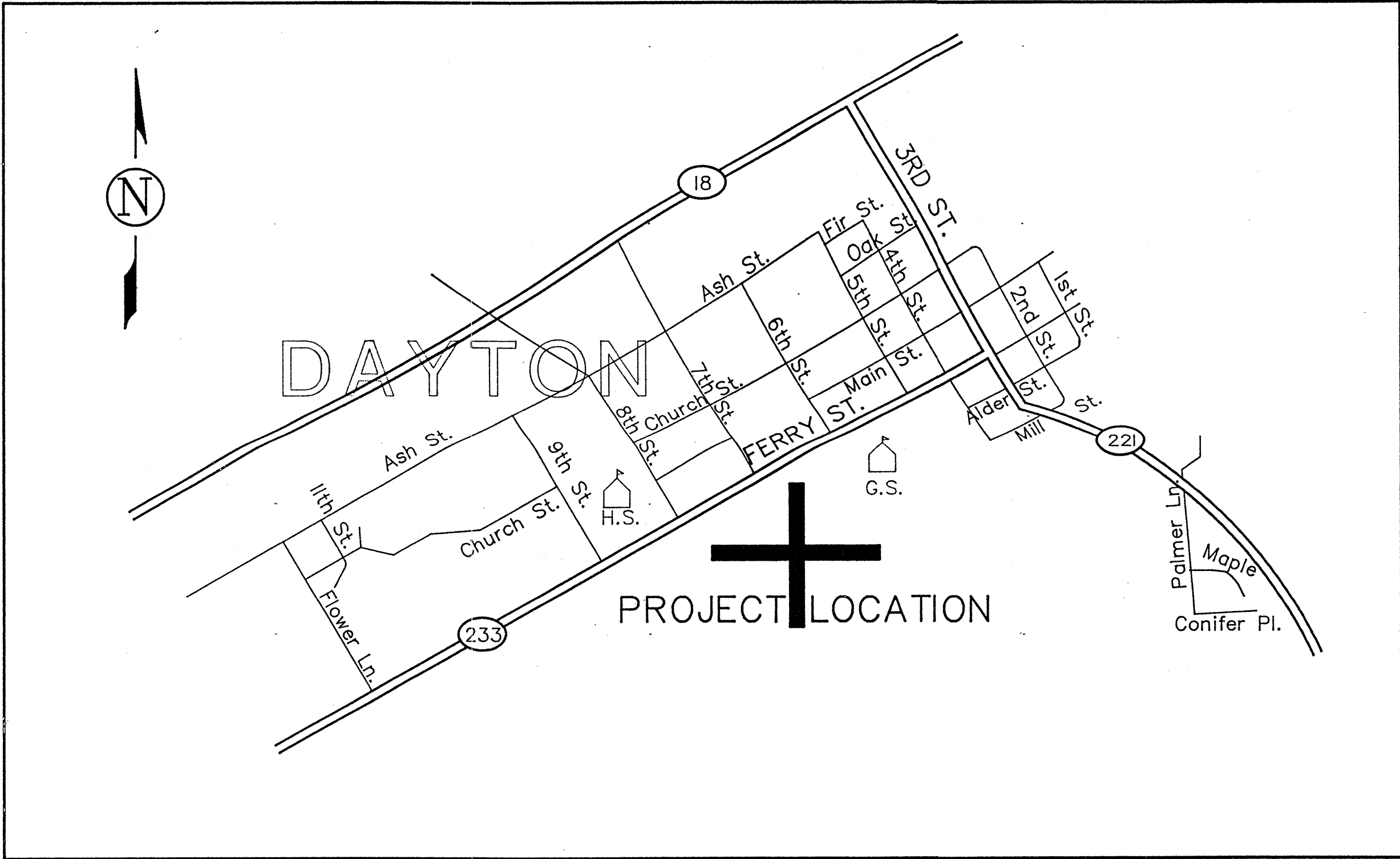
1. ALL WORK AND MATERIAL SHALL CONFORM TO APWA STANDARD SPECIFICATIONS, 1990 EDITION, AND THE REQUIREMENTS OF THE CITY OF DAYTON, STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
2. CONTRACTORS TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND SHALL ARRANGE FOR THE RELOCATION OF ANY IN CONFLICT WITH THE PROPOSED CONSTRUCTION.
3. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS AND LICENSES BEFORE STARTING CONSTRUCTION.
4. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY AND MUST BE VERIFIED BY THE CONTRACTOR. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST.
5. THE ENGINEER HAS BEEN RETAINED TO PROVIDE DESIGN AND CONSTRUCTION SERVICES RELATING TO THE CONTRACT.
6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY OF DAYTON 72 HOURS BEFORE STARTING CONSTRUCTION OR RESUMING WORK AFTER SHUTDOWNS, EXCEPT FOR NORMAL RESUMPTION OF WORK FOLLOWING SATURDAYS, SUNDAYS OR HOLIDAYS. CONTRACTOR SHALL ASSIST THE ENGINEER IN PREPARING "AS CONSTRUCTED" DRAWINGS.
7. PIPE BEDDING SHALL CONFORM TO THE GRANULAR BEDDING AND BACKFILL REQUIREMENTS OF THE CITY OF DAYTON AS APPLICABLE, AND SHALL BE 3/4" - 0 CRUSHED ROCK, EXCEPT WHERE NATIVE MATERIAL MAY BE USED.
8. TRENCH BACKFILL WITHIN THE HARD-SURFACED AREAS SHALL BE CLEAN, WELL-GRADED 3/4" - 0 CRUSHED ROCK COMPACTED TO 95% AASHTO T-99 UNLESS OTHERWISE APPROVED BY THE CITY OF DAYTON.
9. CONTRACTOR TO DETERMINE TYPE OF EQUIPMENT AND METHOD TO USE TO ACHIEVE REQUIRED COMPACTION. COMPACTION SHALL BE CERTIFIED BY TESTING SERVICE OF SOIL ENGINEER PROVIDED BY THE CONTRACTOR. CITY OF DAYTON AND ENGINEER SHALL RECEIVE COPIES OF ALL TESTS FOR VERIFICATION.
10. MATERIALS IN SOFT SPOTS WITHIN THE ROADWAY SHALL BE REMOVED TO THE DEPTH REQUIRED TO PROVIDE A FIRM FOUNDATION AND SHALL BE REPLACED WITH PIT-RUN CRUSHED ROCK. THE ENTIRE SUBGRADE SHALL BE THOROUGHLY COMPACTED PER SPECIFICATIONS. 4" ROCK IS THE MAXIMUM ALLOWABLE SIZE FOR FOUNDATION STABILIZATION.
11. CONTRACTOR SHALL NOTIFY CITY OF DAYTON WHEN SUBGRADE IS COMPLETE, 24 HOURS PRIOR TO PLACEMENT OF BASE ROCK MATERIAL, OR TOP ROCK MATERIAL, AND 24 HOURS PRIOR TO FINAL PAVING FOR AN INSPECTION OF THE WORK.
12. ALL WATER SYSTEM WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF DAYTON SPECIFICATIONS, THE OREGON STATE HEALTH DIVISION ADMINISTRATIVE RULES CHAPTER 333, THE AWWA AND THE 1990 APWA STANDARDS, IN THAT ORDER.
13. ALL WATER LINE PIPE TO HAVE A MINIMUM COVER OF 30 INCHES AND A MAXIMUM COVER OF 42 INCHES BELOW THE FINISH GRADE. PIPE MATERIAL SHALL BE CLASS 150 PVC CONFORMING TO AWWA C900.
14. CONTRACTOR SHALL PROTECT WATER LINE INTERIORS, FITTINGS, AND VALVES AGAINST CONTAMINATION.
15. FITTINGS AND PIPE SECTIONS THAT WILL NOT BE DISINFECTED BY CHLORINE IN LINE FOR 25 HOURS SHALL HAVE THE INTERIORS SWABBED WITH A 5% HYPOCHLORITE SOLUTION BEFORE THEY ARE INSTALLED.
16. CONCRETE THRUST BLOCKS SHALL BE CONSTRUCTED AT TEES, BENDS, FIRE HYDRANTS, BLOW-OFFS AND WHERE INDICATED ON THE PLANS. THE MINIMUM BEARING SURFACE AGAINST UNDISTURBED SOIL TO BE AS SHOWN ON THE DETAIL SHEET. CONCRETE SHALL BE ALLOWED TO CURE 72 HOURS BEFORE PIPELINE PRESSURE TESTING.
17. PIPELINE TO BE TESTED AT 150 PSI AT THE LOWEST POINT AND HELD AT THAT PRESSURE FOR TWO HOURS. TEST TO BE WITNESSED BY CITY OF DAYTON INSPECTOR.
18. PIPELINE TO BE THOROUGHLY DISINFECTED AND FLUSHED IN ACCORDANCE WITH THE CURRENT CITY OF DAYTON WATER SYSTEM STANDARDS.
19. PRIOR TO ENERGIZING WATER SYSTEM, WATER SAMPLES SHALL BE TAKEN BY CITY OF DAYTON INSPECTOR, SUBMITTED TO AN ACCREDITED LAB, AND RETURNED TO THE CITY INDICATING THAT NO HAZARD EXISTS.
20. ALL SANITARY SEWERS ARE TO BE AS INDICATED ON THE PLANS. PIPE MATERIAL SHALL BE 3034 PVC, SDR 35 RATING WITH RUBBER RING GASKETS. SEWERS SHALL BE TESTING IN ACCORDANCE WITH THE CITY OF DAYTON STANDARD SPECIFICATIONS. TESTING SHALL BE CONDUCTED AFTER ALL SURFACE IMPROVEMENTS ARE COMPLETE. IN ADDITION, ALL SEWER MANHOLES SHALL BE WATER TESTED OR VACUUM TESTED PER 1990 OREGON APWA, SECTION 306. ALL SEWER PIPE SHALL BE MANDREL TESTED AND AIR TESTED.
21. ALL STORM DRAIN PIPE MATERIALS SHALL BE ASTM C-14 EXTRA STRENGTH, NON-REINFORCED CONCRETE.

INDEX OF DRAWINGS

NO.	TITLE
1	COVER
2	SITE PLAN
3	EROSION CONTROL PLAN
4	EROSION CONTROL NOTES AND DETAILS
5	KALLAPUYA STREET AND WATER
6	SEVENTH STREET AND WATER
7	PIONEER STREET AND WATER
8	PALMER CREEK WAY STREET AND WATER
9	ELIZABETH COURT STREET AND WATER
10	SANITARY MAIN B AND LATERAL BI
11	SANITARY MAIN B PROFILE
12	SANITARY LATERAL B2
13	SANITARY MAIN C AND LATERAL CI - PLAN
14	SANITARY MAIN C (0+00 TO 6+00)
15	SANITARY MAIN C (6+00 TO END); LAT CI
16	SANITARY MAIN D
17	PUMP STATION PLAN AND DETAILS

Dayton  
Palmer Cr.  
1995

PALMER CREEK ADDITION  
TO THE CITY OF DAYTON  
PHASE 3



VICINITY MAP

BENCHMARK  
ASSUMED ELEVATION OF 100.00 ON  
SOUTH RIM OF MANHOLE LOCATED AT THE  
INTERSECTION OF 8TH AND FERRY STREET

AS-CONSTRUCTED 12-96 MBH

PALMER CREEK ADDITION 3

ENGINEER	MICHAEL D. HENRY, P.E. 740 CONIFER PLACE / DAYTON, OR 97114 PHONE: (503) 264-2588
OWNER	E.J. & ELIZABETH THORNDIKE P.O. BOX 1992 MONTEREY, CA 93940
SHEET TITLE	COVER
PROJECT	PHASE 3 PALMER CREEK ADDITION TO THE CITY OF DAYTON
REV. DATE	SCALE
AS NOTED	DATE
JUNE 1995	
SHEET NO. 1 OF 17	



- [illegible]

ENGINEER <b>MICHAEL D. HENRY, P.E.</b> 740 CONIFER PLACE/DAYTON, OR 97114 PHONE (503)884-2898	SHEET TITLE				ENGINEER	
	REV. DATE		SCALE		PHASE 3	
	AS NOTED		DATE		PROJECT	
DATE		JUNE 1995		OWNER <b>E.J. &amp; ELIZABETH THORNDIKE</b> PO BOX 1942 MONTICELLO, CA 93940		
SHEET NO. <b>3 OF 17</b>						



STRAW BALE SEDIMENT BARRIER

1. Please refer to the appropriate detail for straw bale sediment barriers along slopes, ditches or swales.
2. Straw bales shall be standard 40 to 50 pound rectangular bales of cereal grain or seed grain.
3. Stakes shall be wood of the size shown on the appropriate details and driven through the bales and into the ground a minimum depth of 12 inches.
4. Straw bales shall be keyed into the existing ground 4 to 6 inches.
5. Straw bales used for erosion control measures may be left in place when no longer required or used as mulch if approved by the City.
6. Under no circumstances shall more than a one foot depth of sediment be allowed to accumulate behind straw bale sediment barriers. Sediment should be removed or regraded into the slope, or new lines of barriers installed uphill of sediment laden barriers.

GRAVEL ENTRANCES

1. See the "Gravel Entrance/Exit Detail."
2. All material should be clean pit-run or 2" - minus gravel.
3. The gravel pad shall be the full width of the vehicle ingress and egress area. (A 20-foot minimum pad length may be acceptable as approved for single family and duplex residential construction sites.)
4. Additional gravel may have to be added periodically to maintain proper thickness and widths of the pad.
5. If the gravel pad does not adequately remove dirt and mud from vehicle wheels such that mud and dirt is evident off site, additional measures must be taken.
6. Use subgrade reinforcement geotextile fabric under gravel pads for all but construction of single family/duplex residences on an existing lot of record.

TEMPORARY SEDIMENT FENCES

1. See the "Sediment Fence Detail."
2. Minimum sheet or overload flow path length to sediment fence is shown on the Erosion Control Matrix.
3. Selection of filter fabric tensile and bursting strength characteristics depends on the support fence. Fabric attached to chain-link fence need not possess the same strength as one attached to a fence of 6"x6" reinforcing wire. Selection is thus based on standard engineering principles. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected useable construction life at a temperature range of 0 degrees F to 120 degrees F.
4. All materials are to be in good physical condition to provide proper sediment retention.
5. At no time shall more than a one foot depth of sediment be allowed to accumulate behind a sediment fence. Sediment should be removed or regraded into slopes, and sediment fences repaired and re-established as needed.
6. Under no circumstances will sediment fences be placed across streams.

SEEDING/MULCHING/LANDSCAPING

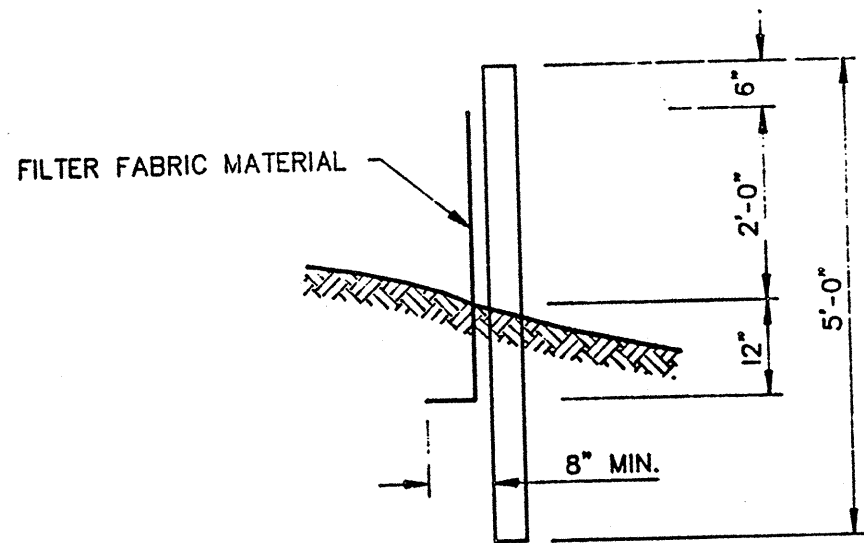
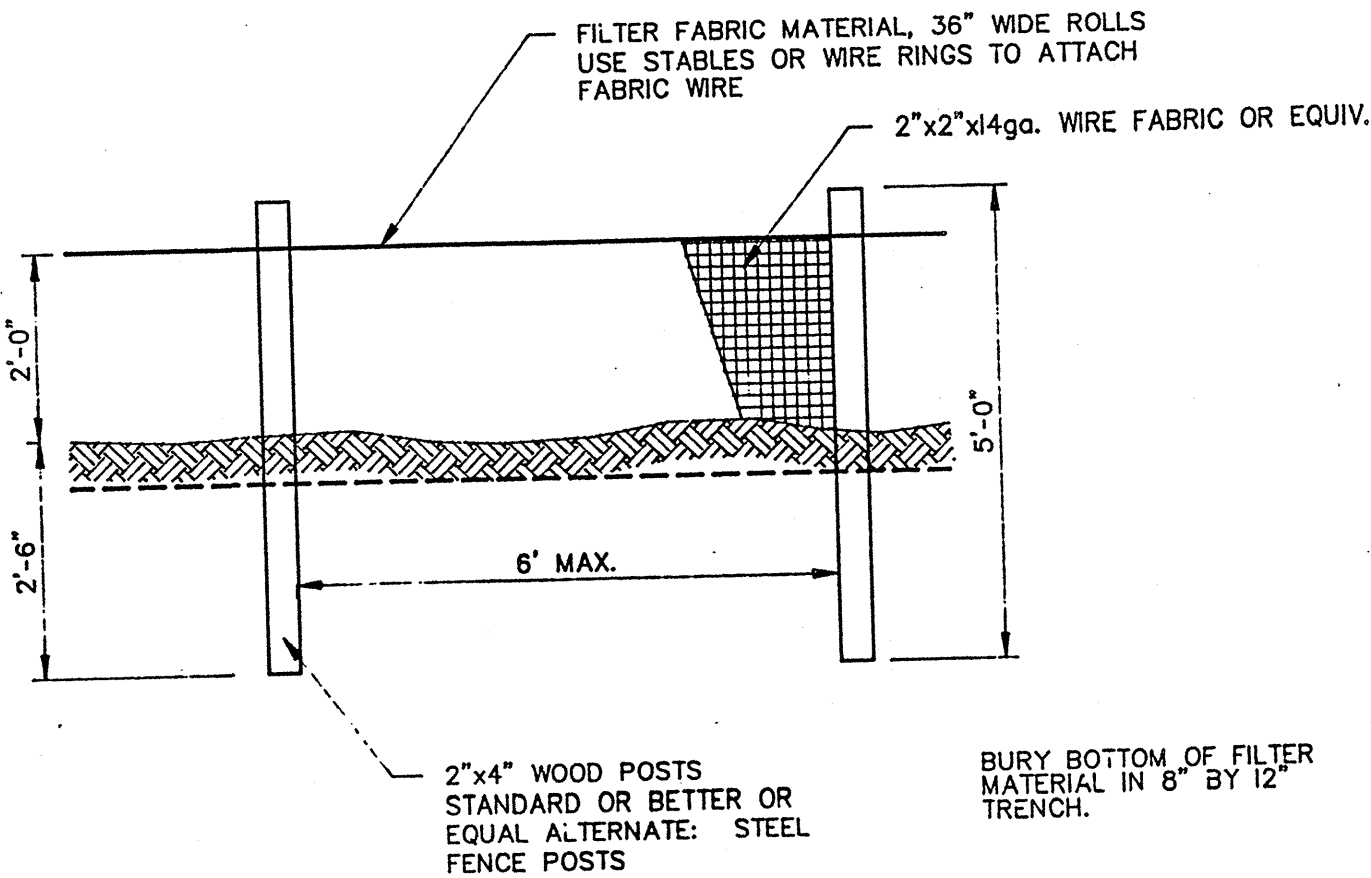
1. The following erosion control grass seed mixes are recommended, however, similar mix designs may be substituted if approved by the City:  
Dwarf Grass Mix (low height, low maintenance):  
Elika Dwarf Perennial Ryegrass, 80% by weight  
Crested Red Fescue, 20% by weight  
Application Rate - 100 lbs. minimum/acre  
Standard Height Grass Mix:  
Annual Ryegrass, 40% by weight  
Turf-type Fescue, 60% by weight  
Application Rate - 100 lbs. minimum/acre
2. Fertilization for Grass Seed - as per supplier's recommendations. Development areas within 50 feet of water bodies and wetlands must use a non-phosphorous fertilizer.
3. Mulching rates noted in the Erosion Control Matrix assume hydroseeding and mulching. If using dry grass-straw mulch, double the rate shown in the matrix and provide a minimum 2-inch cover. Mulch shall be spread uniformly. Mulch should immediately follow seeding for wet weather period erosion control.
4. A bonding agent/tackifier will be required and used in accordance with the supplier's specifications.
5. Netting and Anchors - For disturbed areas on slopes, biodegradable netting or jute is desirable and may be used instead of bonding agents to provide a stable area for seeding. Netting should be anchored as per the manufacturer's recommendations.
6. All seeding and landscaping shall be supplied with adequate moisture. Supply water as needed, especially in abnormally hot or dry weather or on adverse sites. Water application rates should be controlled to provide adequate moisture without causing runoff.
7. Clear plastic sheeting shall be immediately on areas seeded between November 1 to March 31 and remain until vegetation is firmly established.
8. Areas which fail to establish vegetative cover adequate to prevent erosion shall be reseeded as soon as such areas are identified.

STORM DRAIN INLET PROTECTION

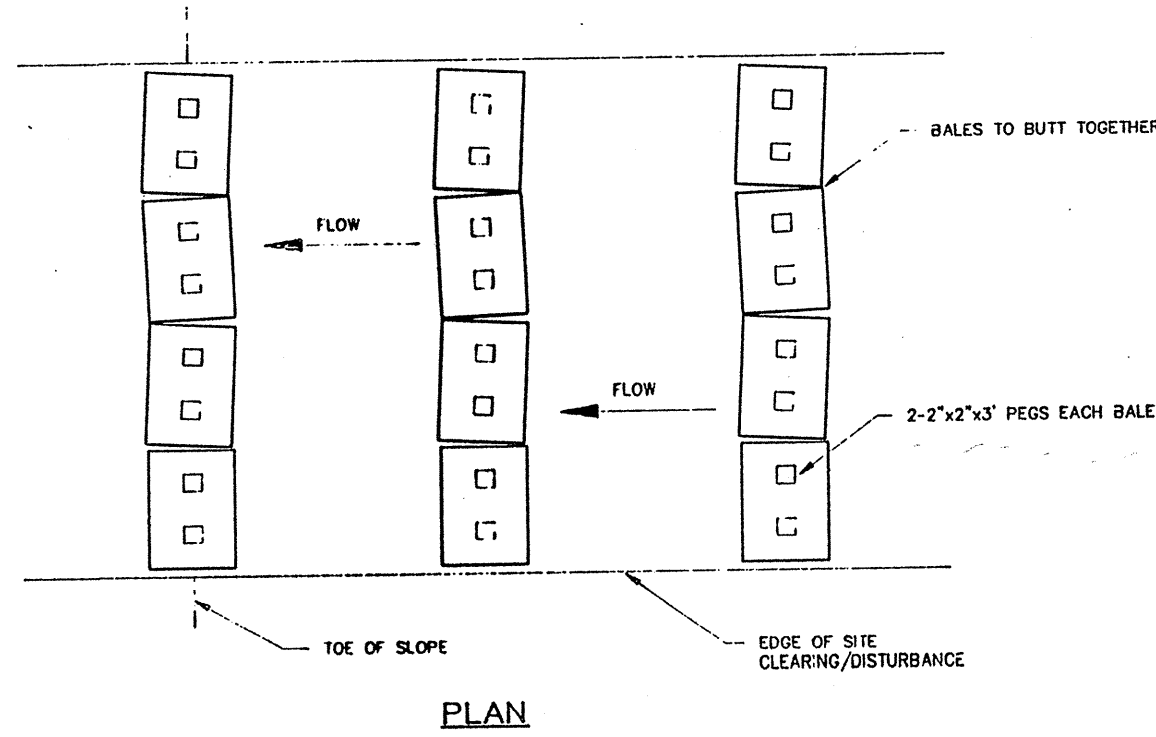
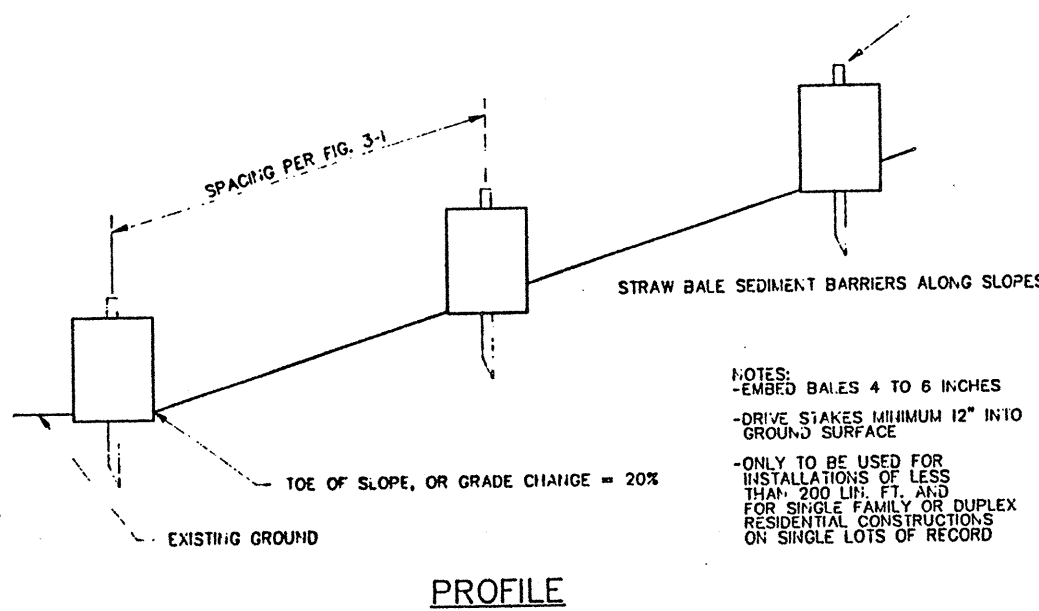
1. Refer to the "Filter Fabric Inlet Barrier" and "Gravel and Wire Mesh Inlet Barrier" for Storm Drain Inlet and Catch Basin Protection to determine which particular one applies to the situation at hand.
2. Berms may be required to direct drainage to flow through the filters and prevent bypassing of the inlets.
3. At no time shall more than one foot depth of sediment be allowed to accumulate against storm drainage inlet protection measures. Sediment must be removed and inlet protection measures restored as needed to maintain their sediment trapping and filtering capability.

SWALES AND CHANNELS

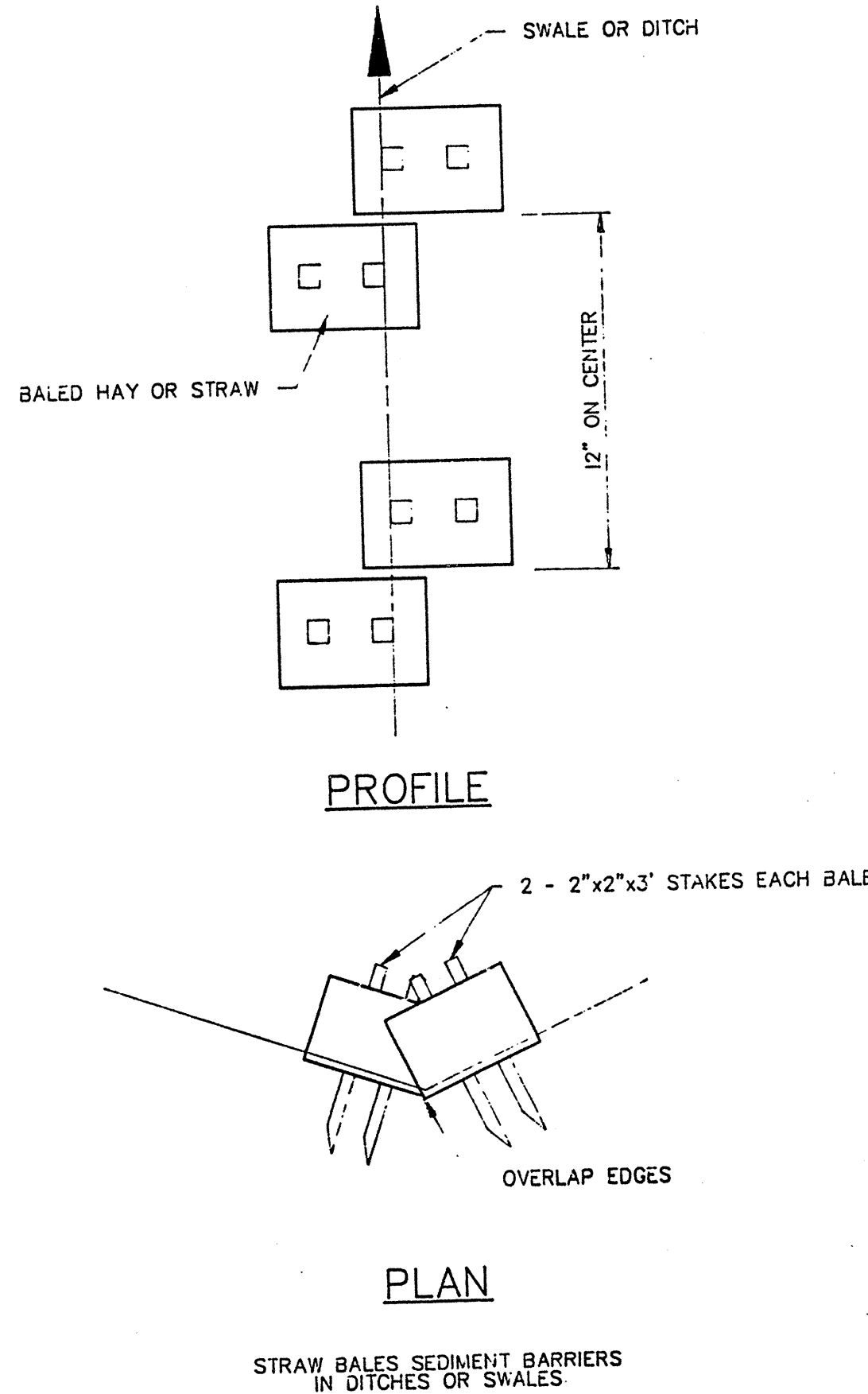
1. Refer to the "Straw Bale Sedimentation Barrier" for protection of existing, undisturbed swales and ditches used to convey drainage through or from a construction site.
2. Refer to "Temporary Interceptor Dikes and Swales" for the various requirements for swales. All designs for swales and channels shall be submitted to the City for approval prior to construction.
3. Cut in flow to new channel only after all grading and erosion protection is complete and established. No work in flowing water shall be allowed.
4. Grass lined swales shall be designed to accommodate a 2-year storm design depth and include a continuous erosion blanket with seed, or continuous sod on jute matting or a combination of both. Side slopes of the channel shall be protected by measures for corresponding slopes as listed on temporarily until vegetation is well-established, but not beyond October 1. Bypasses shall be designed to accommodate a 2-year storm.
5. Rock-lined swales or other type linings may be utilized with the prior approval of the City.



SEDIMENT FENCE



STRAW BALES SEDIMENT BARRIER



STRAW BALES SEDIMENT BARRIER

ENGINEER	MICHAEL D. HENRY, P.E. 740 CONFER PLACE/DAYTON, OH 45424 PHONE: (513) 864-2898	OWNER	E.J. & ELIZABETH THORNDIKE PO BOX 1842 MONTEREY, CA 93940
SHEET TITLE	EROSION CONTROL NOTES & DETAILS	PROJECT	PHASE 3 PALMER CREEK ADDITION TO THE CITY OF DAYTON
REV. DATE		SCALE	AS NOTED
		DATE	JUNE 1995
<div>REGISTERED PROFESSIONAL ENGINEER MICHAEL D. HENRY EXPIRES 12/31/96 6/30/96</div>			
SHEET NO. 4 OF 17			

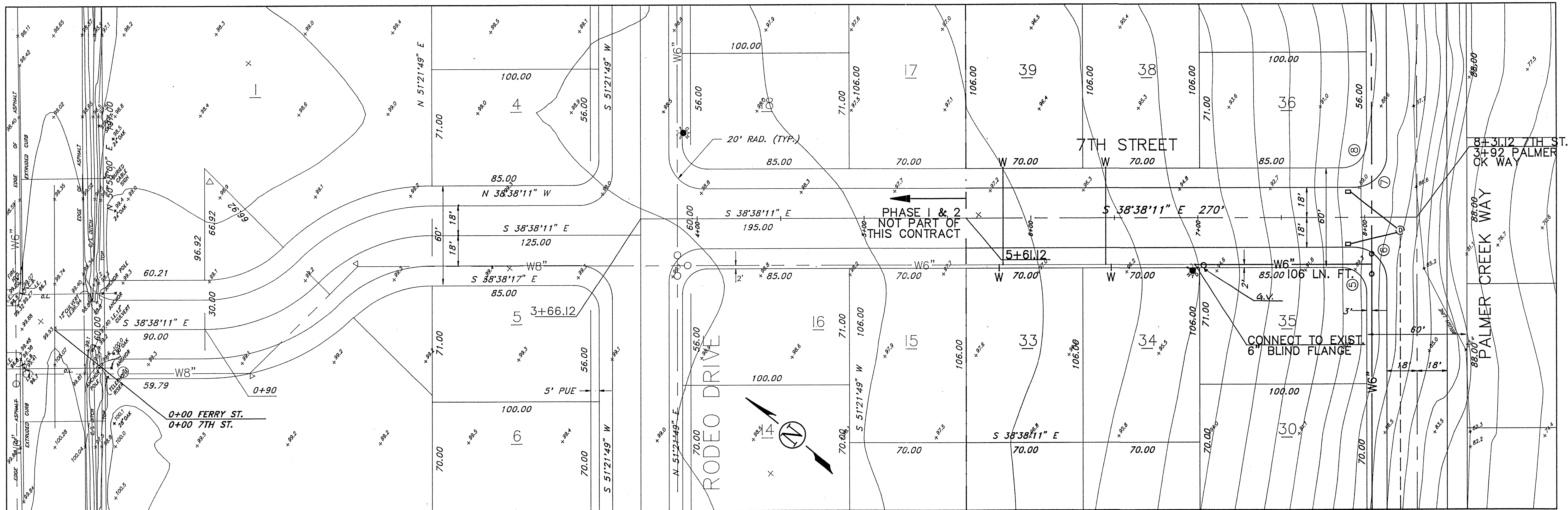
AS-CONSTRUCTED 12-96 M.D.H.



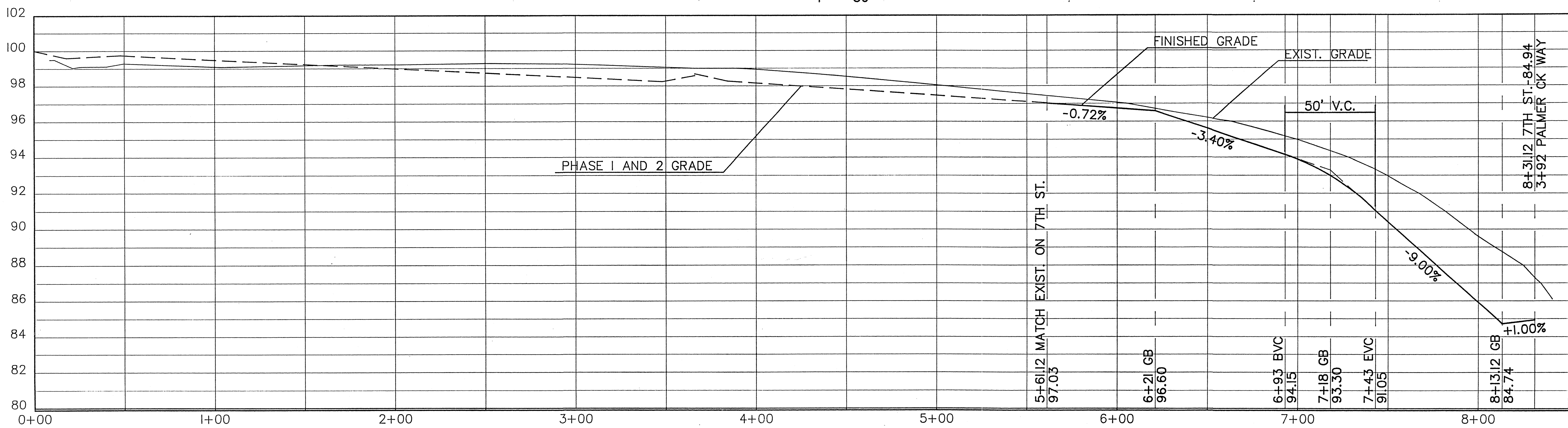




CURVE DATA TABLE			
CURVE	RADIUS	ARC LENGTH	$\Delta$
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6	20.00	31.42	90.00°
7	20.00	31.42	90.00°
8	15.00	23.56	90.00°



PLAN - 7TH STREET  
1" = 30'

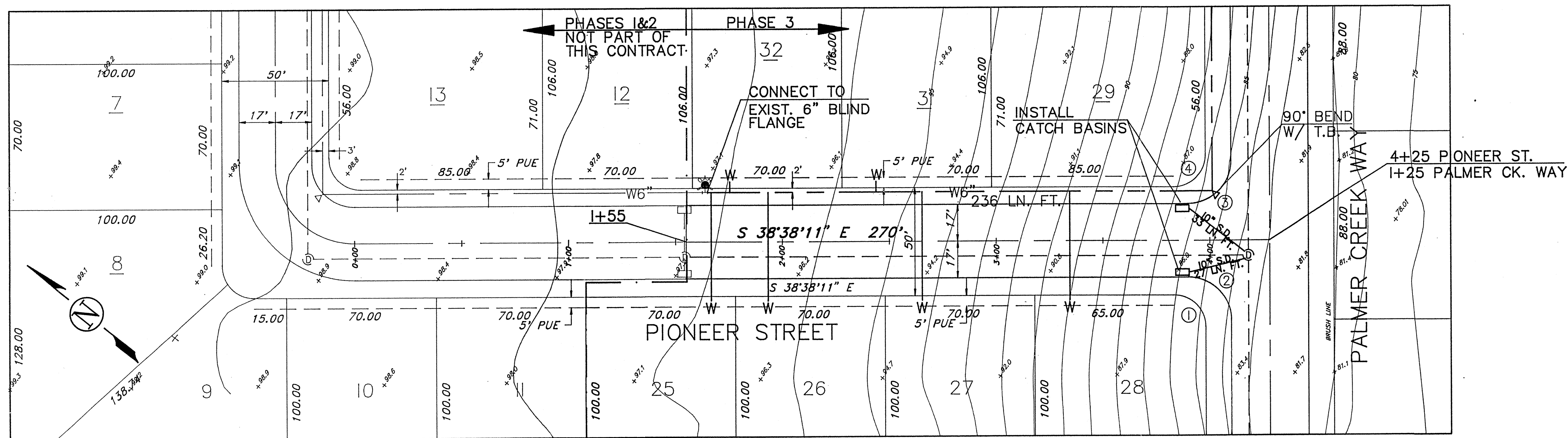


PROFILE - 7TH STREET  
1" = 30' HORIZ.  
1" = 3' VERT.

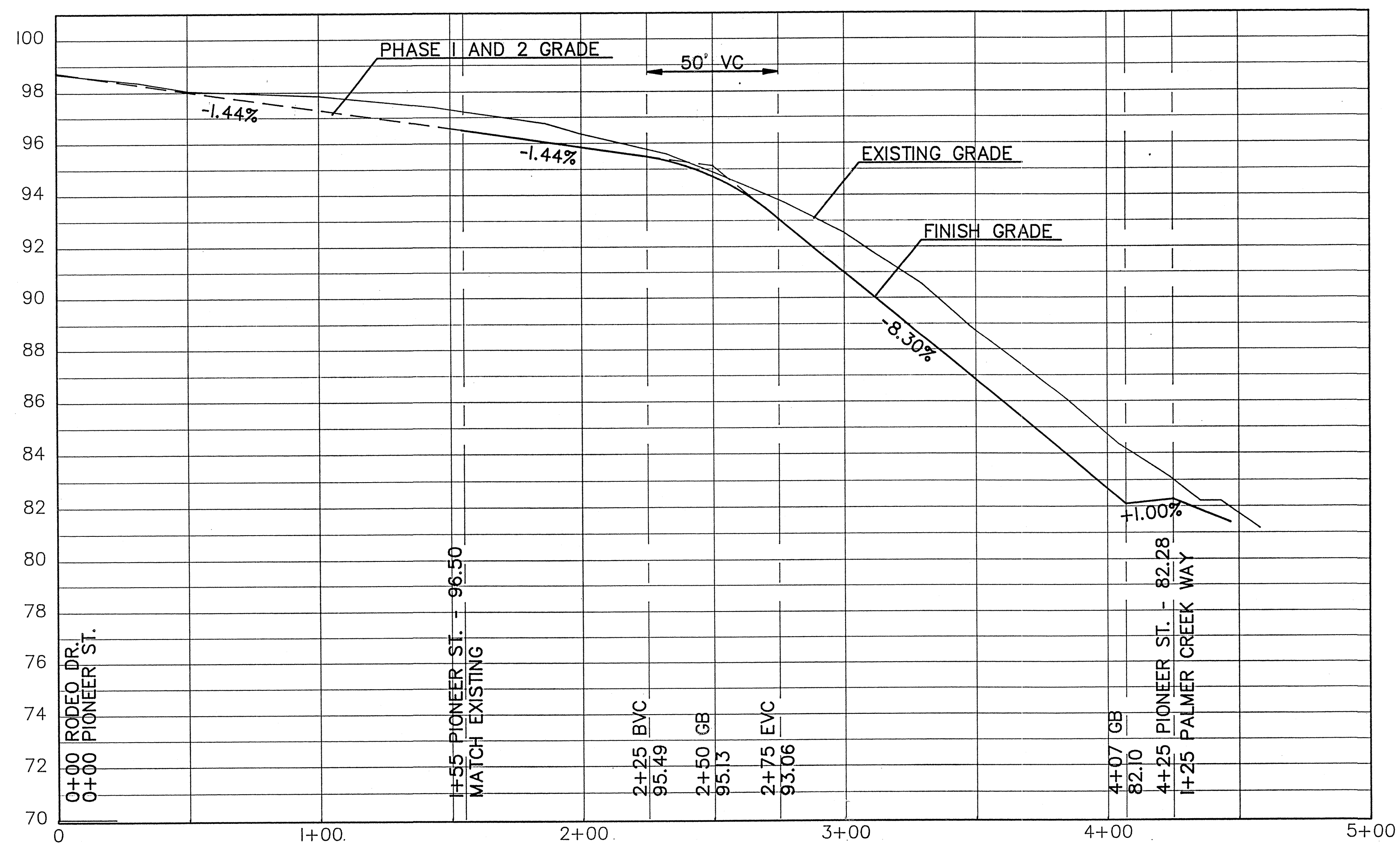
AS-CONSTRUCTED 12-96 MDH

ENGINEER <b>MICHAEL D. HENRY, P.E.</b> 740 CONIFER PLACE/DAYTON, OR 97114 PHONE: (503)864-2888	OWNER <b>E.J. &amp; ELIZABETH THORNDIKE</b> PO BOX 1942 MONTEREY, CA 93940
SHEET TITLE <b>SEVENTH STREET AND WATER</b>	PROJECT <b>PHASE 3 PALMER CREEK ADDITION TO THE CITY OF DAYTON</b>
REV. DATE SCALE AS NOTED	DATE JUNE 1995
REGISTERED PROFESSIONAL ENGINEER MICHAEL D. HENRY OREGON JULY 13, 1975 EXPIRES 12/31/97	SHEET NO. <b>6 OF 17</b>





PLAN - PIONEER ST.  
1" = 30'



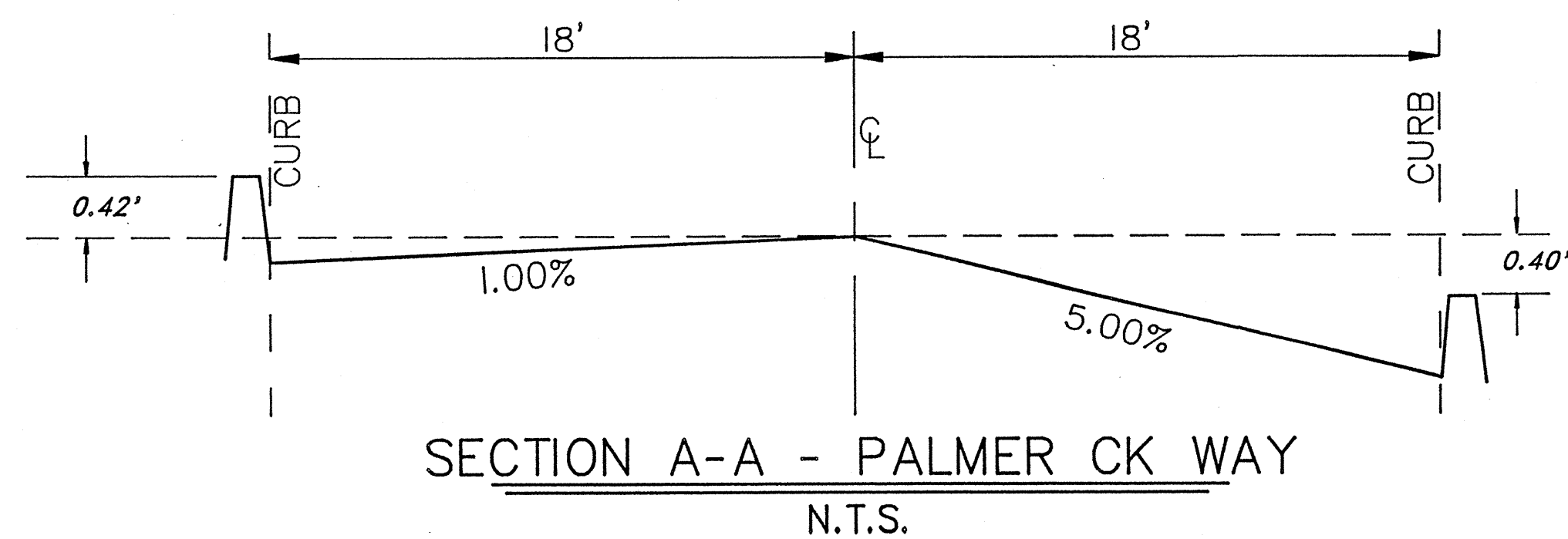
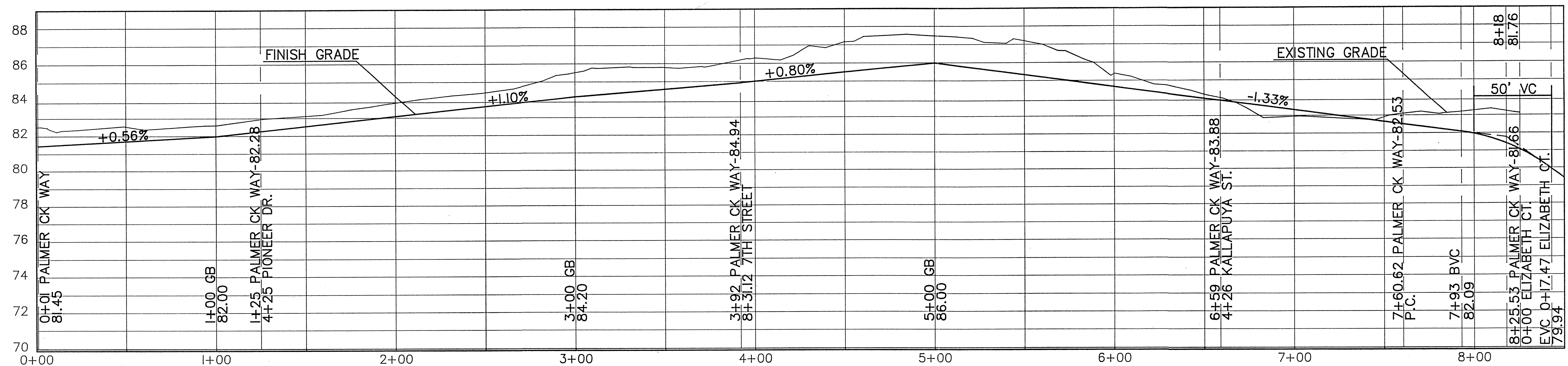
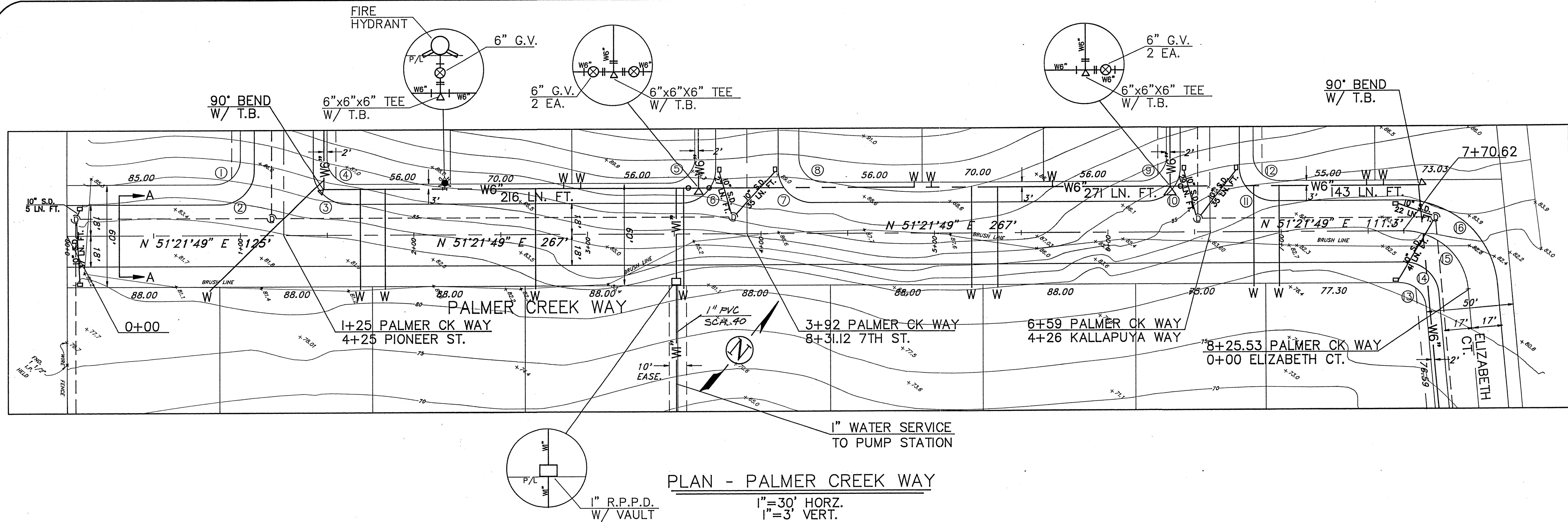
PROFILE - PIONEER ST.  
1" = 3' VERT.  
1" = 30' HORIZ.

CURVE DATA TABLE			
CURVE	RADIUS	ARC LENGTH	$\Delta$
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2	20.00	31.42	90.00°
3	20.00	31.42	90.00°
4	15.00	23.56	90.00°

AS-CONSTRUCTED 12-96 MDH

ENGINEER <b>MICHAEL D. HENRY, P.E.</b> 740 CONIFER PLACE/DAYTON, OR 97114 PHONE: (503) 864-2888		OWNER <b>E.J. &amp; ELIZABETH THORNDIKE</b> PO BOX 1942 MONTEREY, CA 93940	
SHEET TITLE <b>PIONEER STREET AND WATER</b>		PROJECT <b>PHASE 3 PALMER CREEK ADDITION TO THE CITY OF DAYTON</b>	
REV. DATE	SCALE	AS NOTED	DATE
			JUNE 1995
		SHEET NO. <b>7 OF 17</b>	





CURVE DATA TABLE			
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6	20.00	31.42	90.00°
7	20.00	31.42	90.00°
8	15.00	23.56	90.00°

CURVE DATA TABLE			
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11	20.00	31.42	90.00°
12	15.00	23.56	90.00°
13	15.00	22.26	94.96°
14	20.00	29.68	94.96°
15	37.00	54.91	94.96°
16	54.00	80.14	94.96°

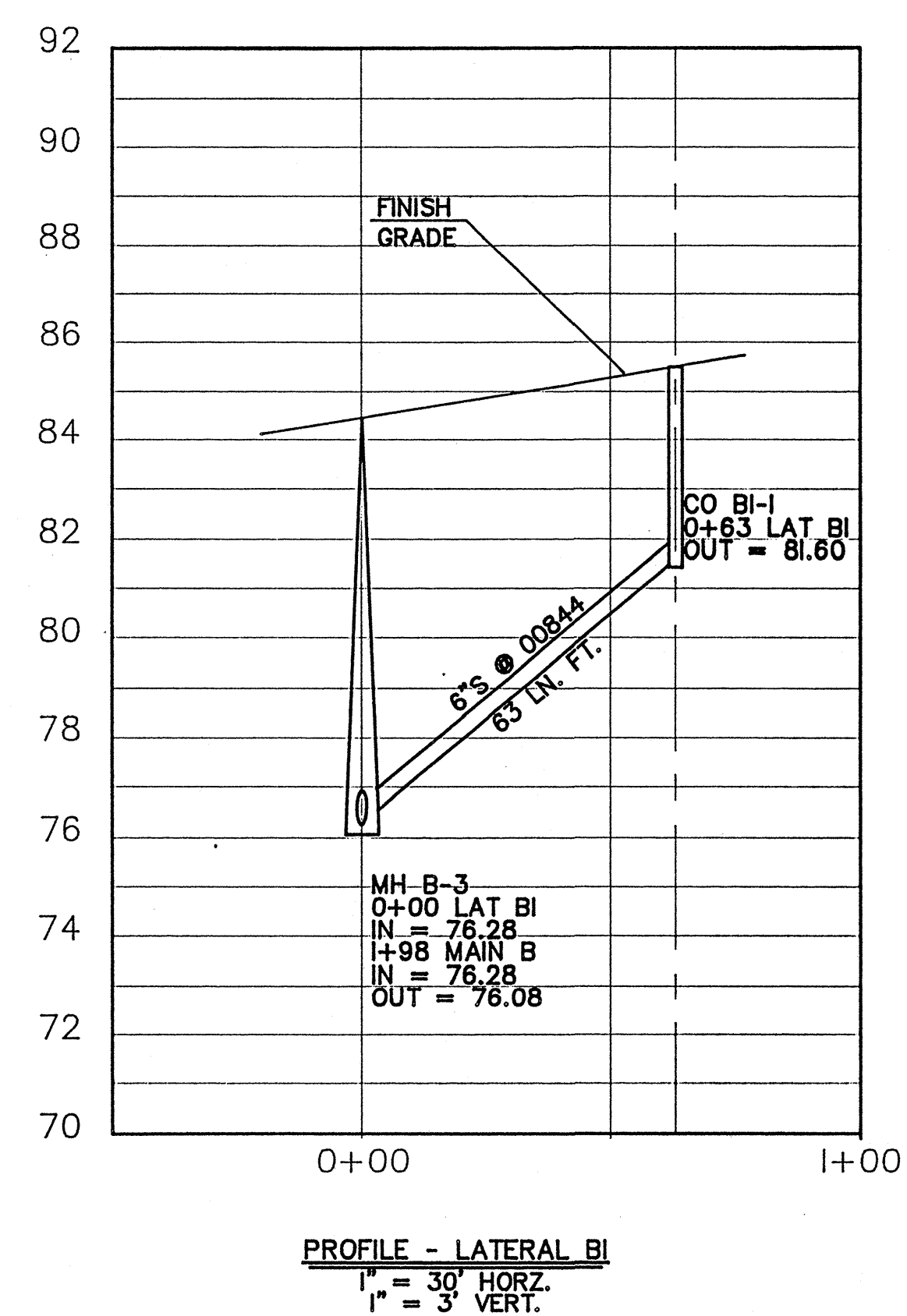
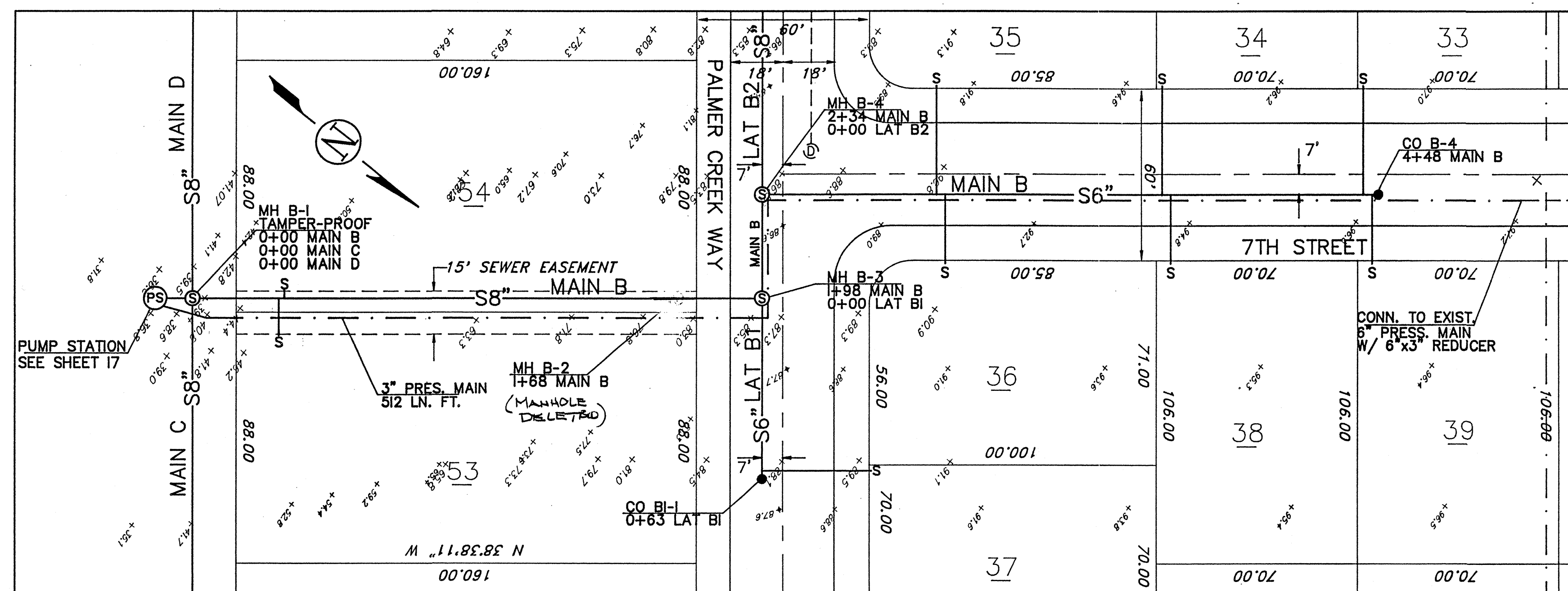
AS-CONSTRUCTED 12-96 NDA

ENGINEER <b>MICHAEL D. HENRY, P.E.</b> 1400 CONSTITUTION, SUITE 200 DAYTON, OH 45424 PHONE: (513) 264-2888	SHEET TITLE <b>PALMER CREEK WAY STREET AND WATER</b>	REV. DATE
OWNER <b>E.J. &amp; ELIZABETH THORNDIKE</b> 1400 CONSTITUTION, SUITE 200 DAYTON, OH 45424 PHONE: (513) 264-2888	PROJECT <b>PALMER CREEK ADDITION</b> TO THE CITY OF DAYTON	SCALE AS NOTED
DATE JUNE 1995	SHEET NO. <b>8 OF 17</b>	REGISTERED PROFESSIONAL ENGINEER MICHAEL D. HENRY JULY 13, 1995 EXPIRES 12/31/96



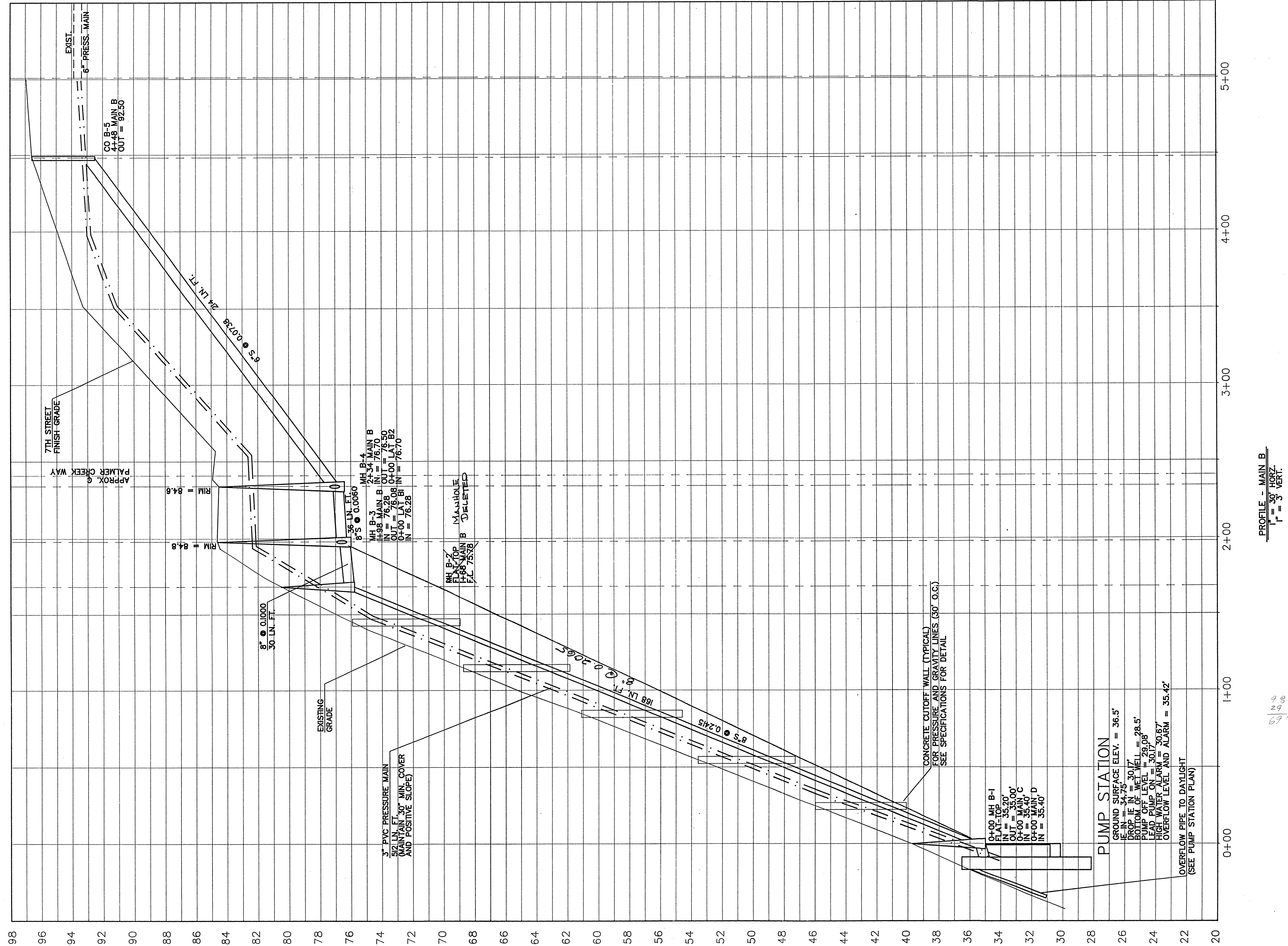






AS-CONSTRUCTED 12-96 MBH





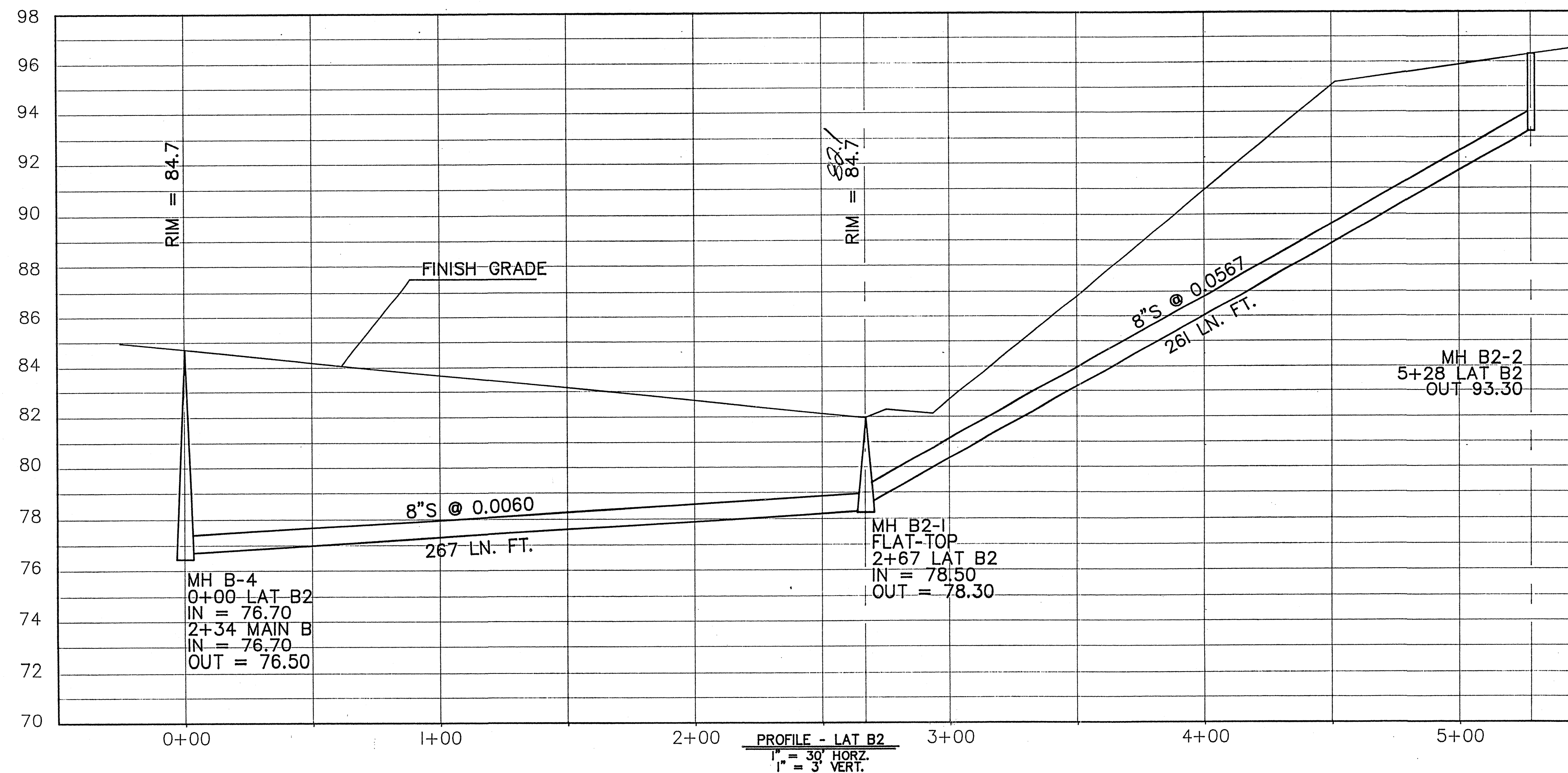
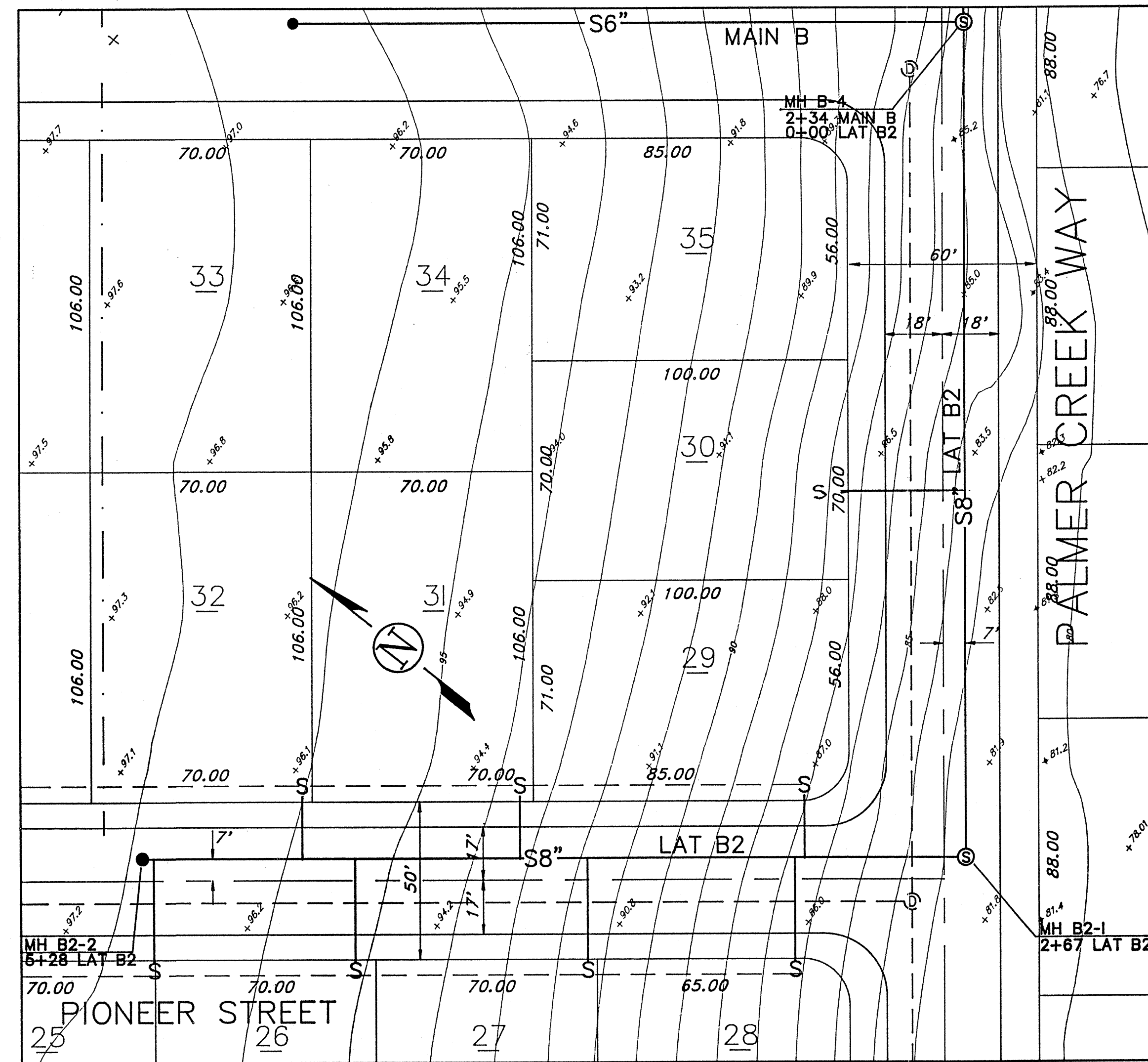
PROFILE - MAIN B  
1" = 30' HORIZ.  
1" = 3' VERT.

SEE SHEET 10 FOR PLAN

AS CONSTRUCTED 12-96 M.D.H.

	SHEET NO. 11 OF 17	
	DATE JUNE 1995	
REV. DATE	AS NOTED	
PROJECT PHASE 3 PALMER CREEK ADDITION TO THE CITY OF DAYTON		
SHEET TITLE SANITARY MAIN B PROFILE		
ENGINEER MICHAEL D. HENRY, P.E. 740 CONIFER PLACE/DAYTON, OH 9714 PHONE: (503) 864-2888	OWNER E.J. & ELIZABETH THORNDIKE PO BOX 1942 MONTEREY, CA 93940	





AS-CONSTRUCTED 12-96 M.D.H.

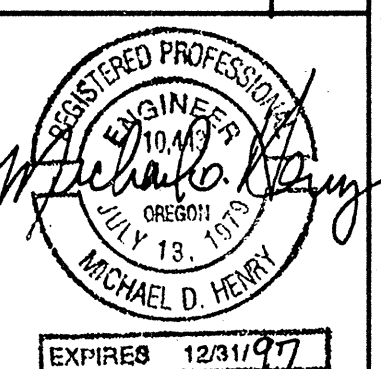
ENGINEER  
MICHAEL D. HENRY, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
DAYTON, OH 9714  
PHONE (513) 864-2888

OWNER  
E.J. & ELIZABETH THORNDIKE  
1000 BAYVIEW DRIVE  
MONTEREY, CA 93940

SHEET TITLE  
SANITARY LATERAL B2

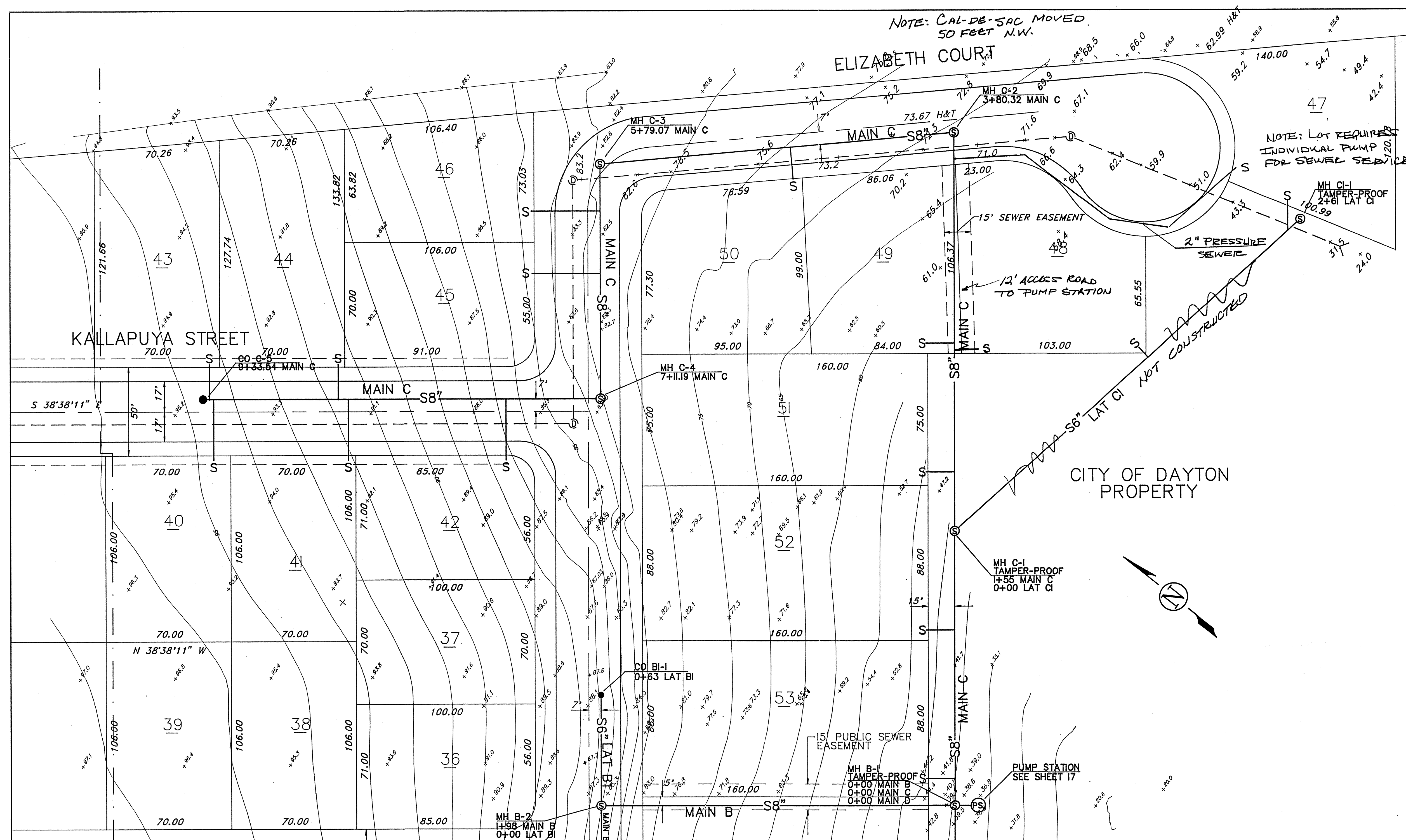
PROJECT  
PHASE 3  
PALMER CREEK ADDITION  
TO THE CITY OF DAYTON

REV.	DATE	SCALE	AS NOTED	DATE



SHEET NO.  
12 OF 17





AS-CONSTRUCTED 12-96 MDH

SHEET TITLE

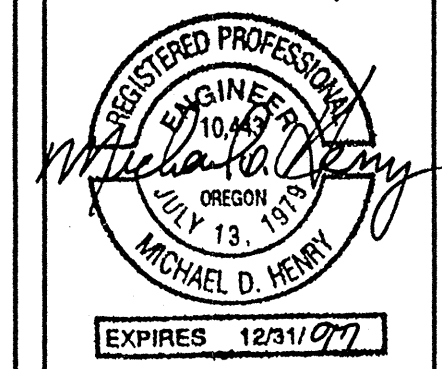
SHEET TITLE  
SANITARY MAIN C AND LATERAL CI - PLAN

ENGINEER

PROJECT.

PHASE 3  
PALMER CREEK ADDITION  
TO THE CITY OF DAYTON

OWNER  
**E.J. & ELIZABETH THORNDIKE**  
PO BOX 1942  
MONTEREY, CA 93940

[illegible]

SHEET NO.  
13 OF 17





PROFILE - MAIN C (0+00 TO 6+00)

1" = 30' HORIZ.  
1" = 3' VERT.

SEE SHEET 13 FOR PLAN

FOR CONTINUATION SEE SHEET 15

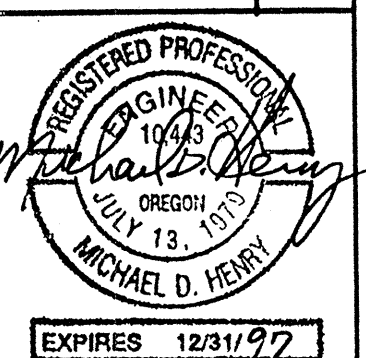
ENGINEER  
MICHAEL D. HENRY, P.E.  
7000 CALIFORNIA BLVD., SUITE 200  
DAYTON, OH 45424  
PHONE (513) 264-2888

OWNER  
E.J. & ELIZABETH THORNDIKE  
1000 W. 14TH AVE., SUITE 200  
MONTEREY, CA 93940

SHEET TITLE  
SANITARY MAIN C (0+00 TO 6+00)

PROJECT  
PHASE 3  
PALMER CREEK ADDITION  
TO THE CITY OF DAYTON

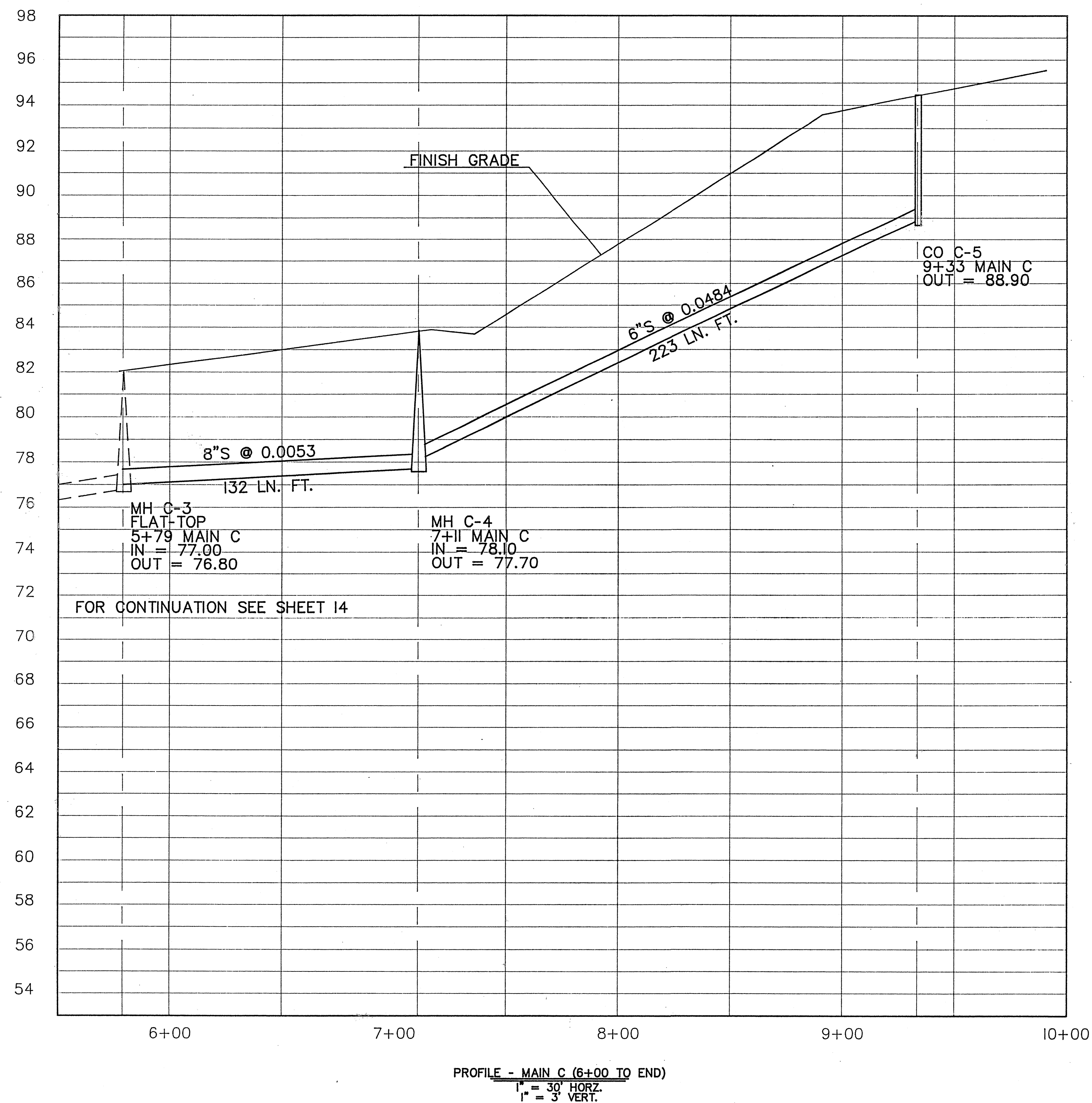
REV. DATE	SCALE	AS NOTED	DATE
			JUNE 1995



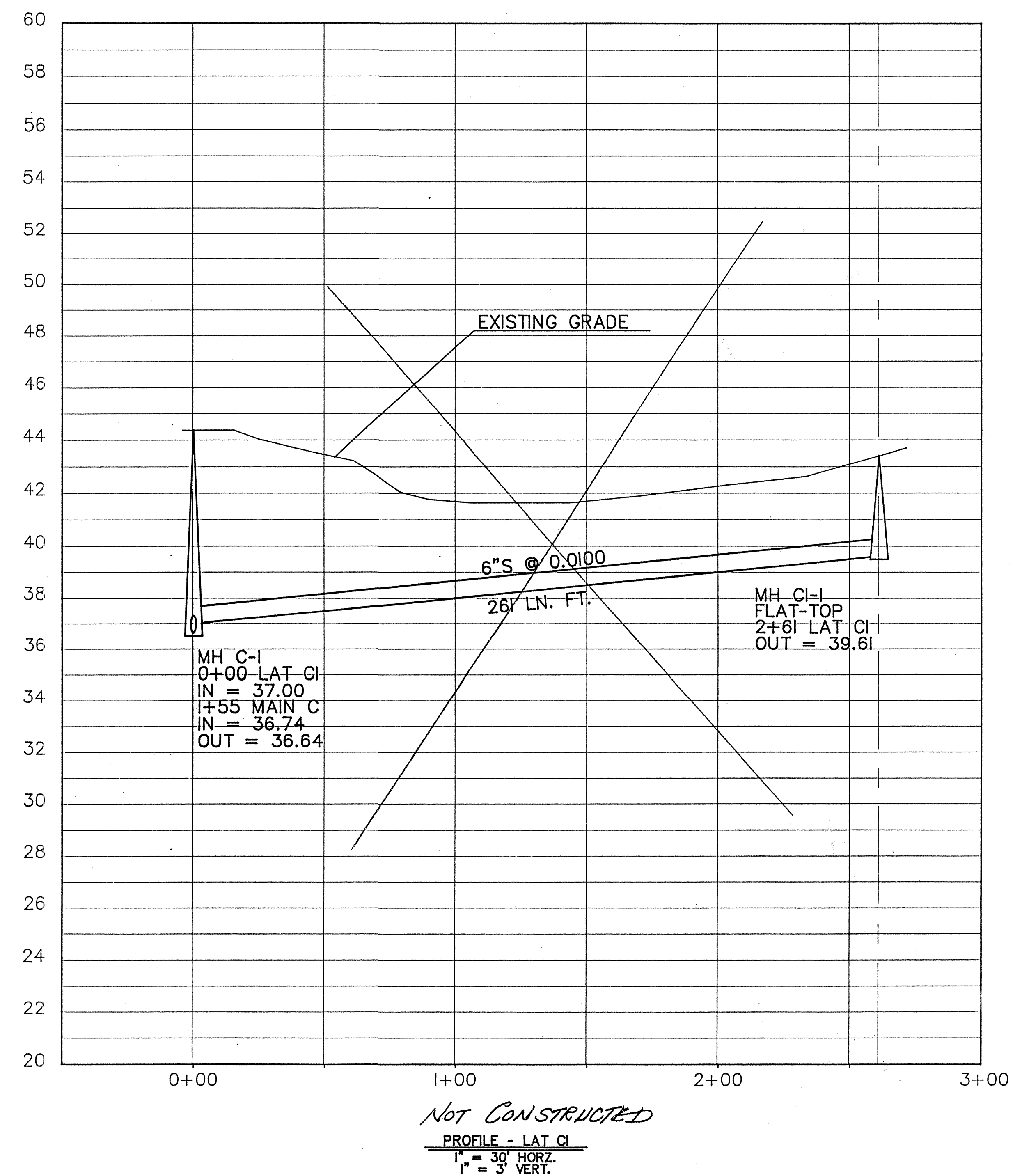
SHEET NO.  
14 OF 17

AS-CONSTRUCTED 12-96 MDH





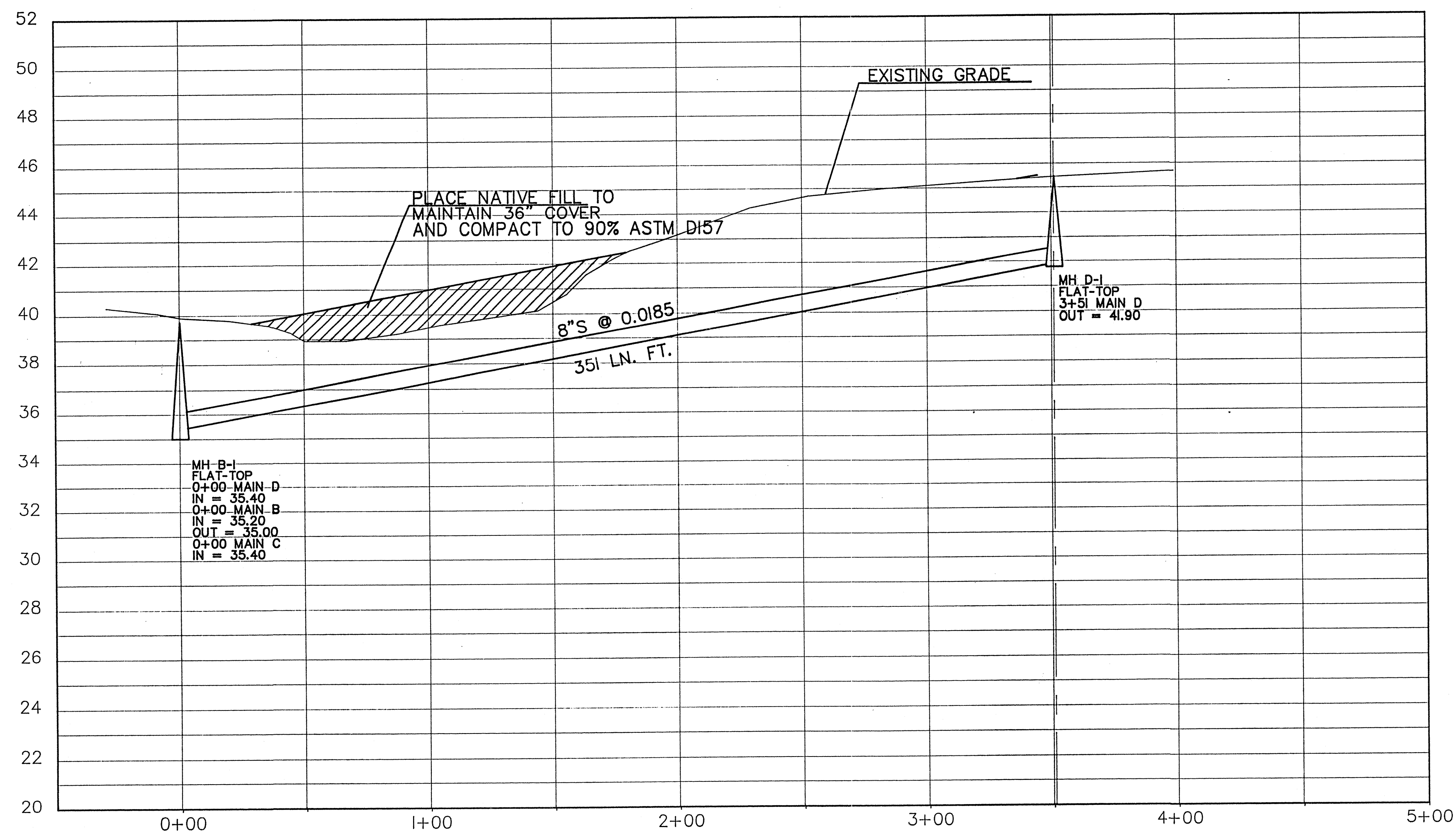
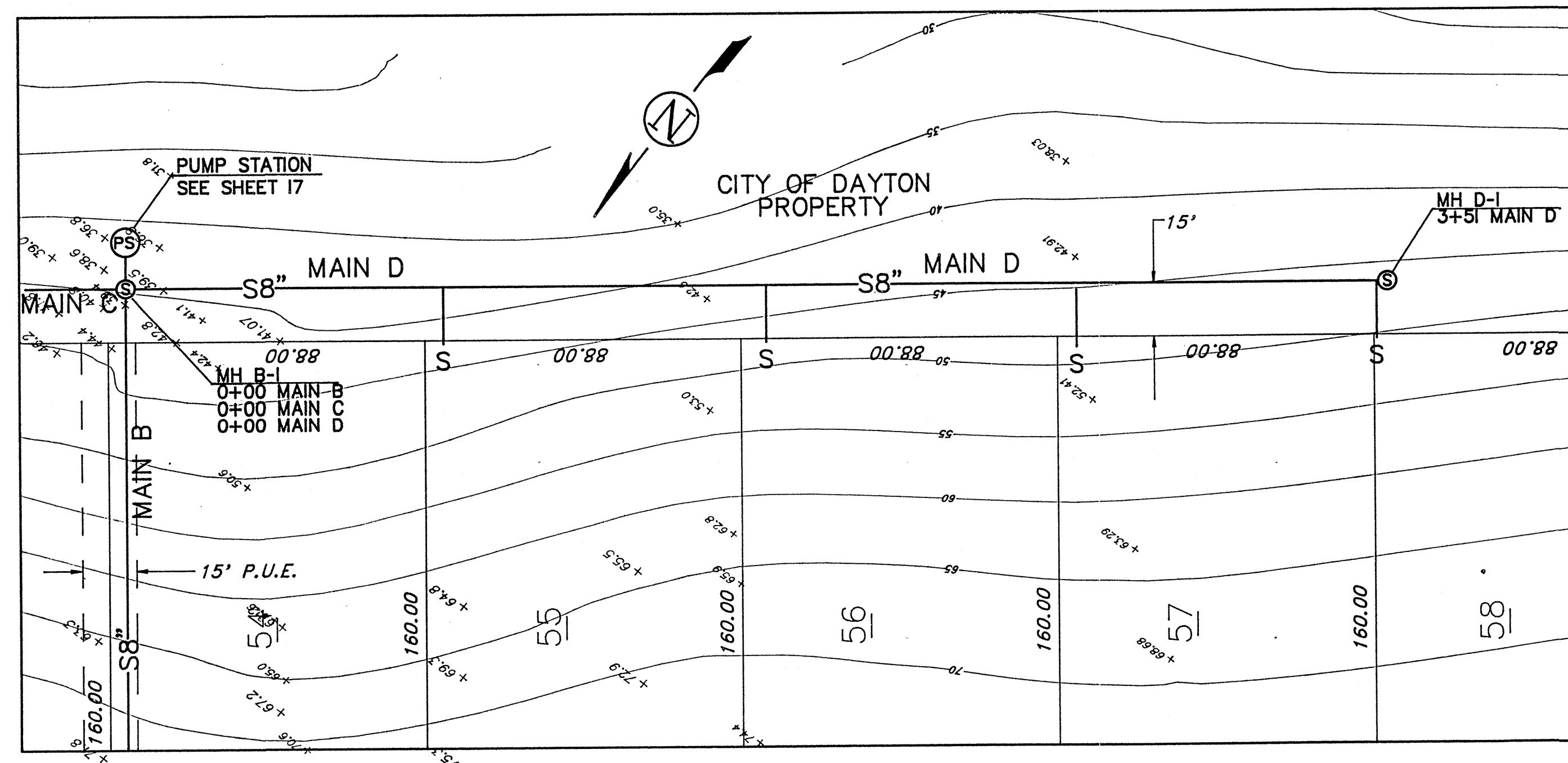
SEE SHEET 13 FOR PLAN



AS-CONSTRUCTED 12-96 MDH

ENGINEER <b>MICHAEL D. HENRY, P.E.</b> 7000 LACKEY AVE., SUITE 100 DAYTON, OH 45424 PHONE: (513) 897-2686		OWNER <b>E.J. &amp; ELIZABETH THORNDIKE</b> 1000 1ST ST. MONTELEONE, CA 93940	
SHEET TITLE <b>SANITARY MAIN C (6+00 TO END) LAT CI</b>		PROJECT <b>PHASE 3 PALMER CREEK ADDITION TO THE CITY OF DAYTON</b>	
REV. DATE	SCALE	AS NOTED	DATE
			JUNE 1995
SHEET NO. 15 OF 17			





AS-CONSTRUCTED 12-96 M.D.H.

ENGINEER <b>MICHAEL D. HENRY, P.E.</b> 740 CONIFER PLACE/DAYTON, OR 97114 PHONE: (503) 664-2888		OWNER <b>E.J. &amp; ELIZABETH THORNDIKE</b> PO BOX 1942 MONTEREY, CA 93940	
SHEET TITLE <b>SANITARY MAIN D</b>		PROJECT <b>PHASE 3 PALMER CREEK ADDITION TO THE CITY OF DAYTON</b>	
REV. DATE	SCALE	AS NOTED	DATE
			JUNE 1995
SHEET NO. <b>16 OF 17</b>			

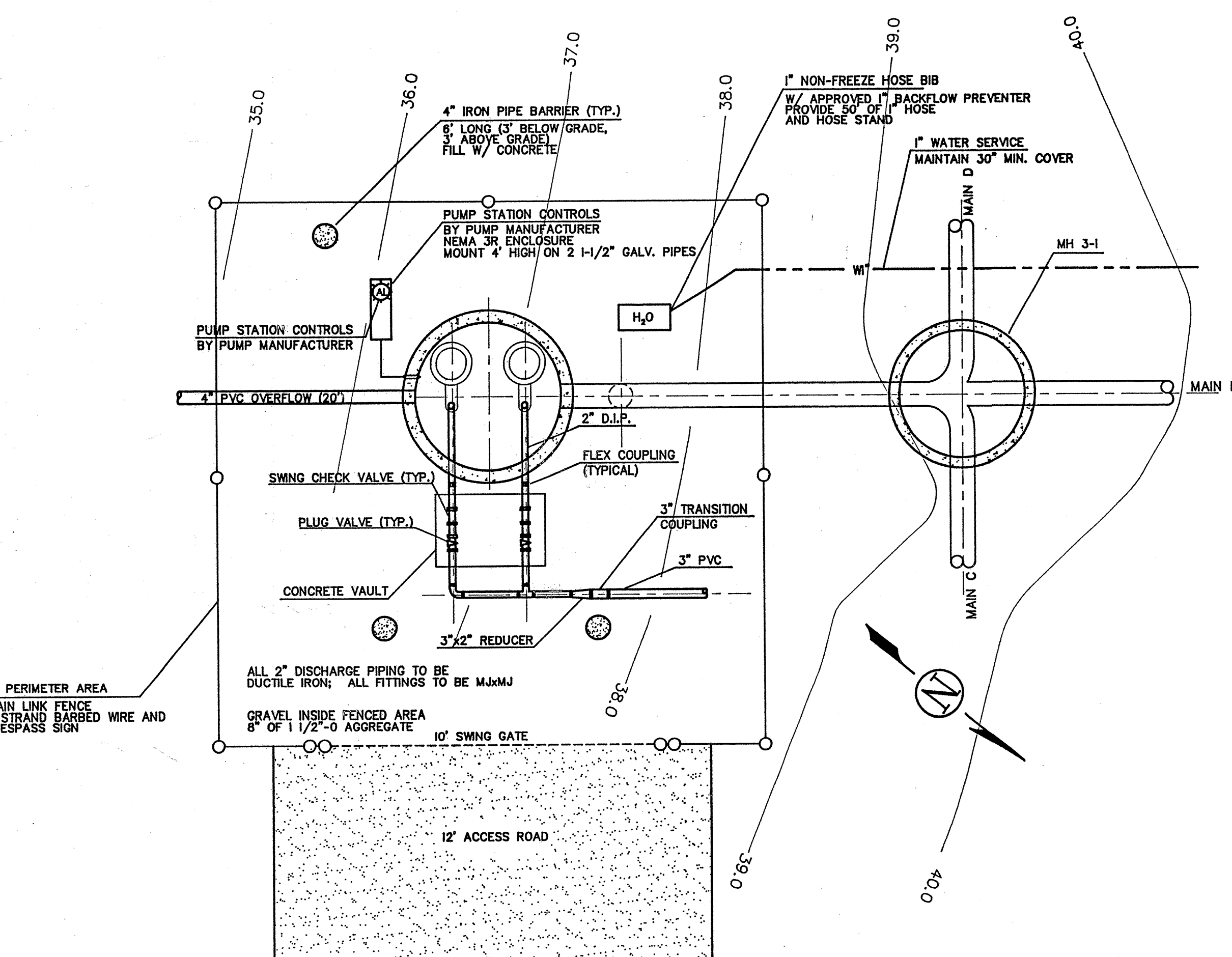


Length, Type  
Profile  
Discharge Manhole  
Air Release Valves  
Vacuum Release Valves  
Average Detention  
Sulfide Control System

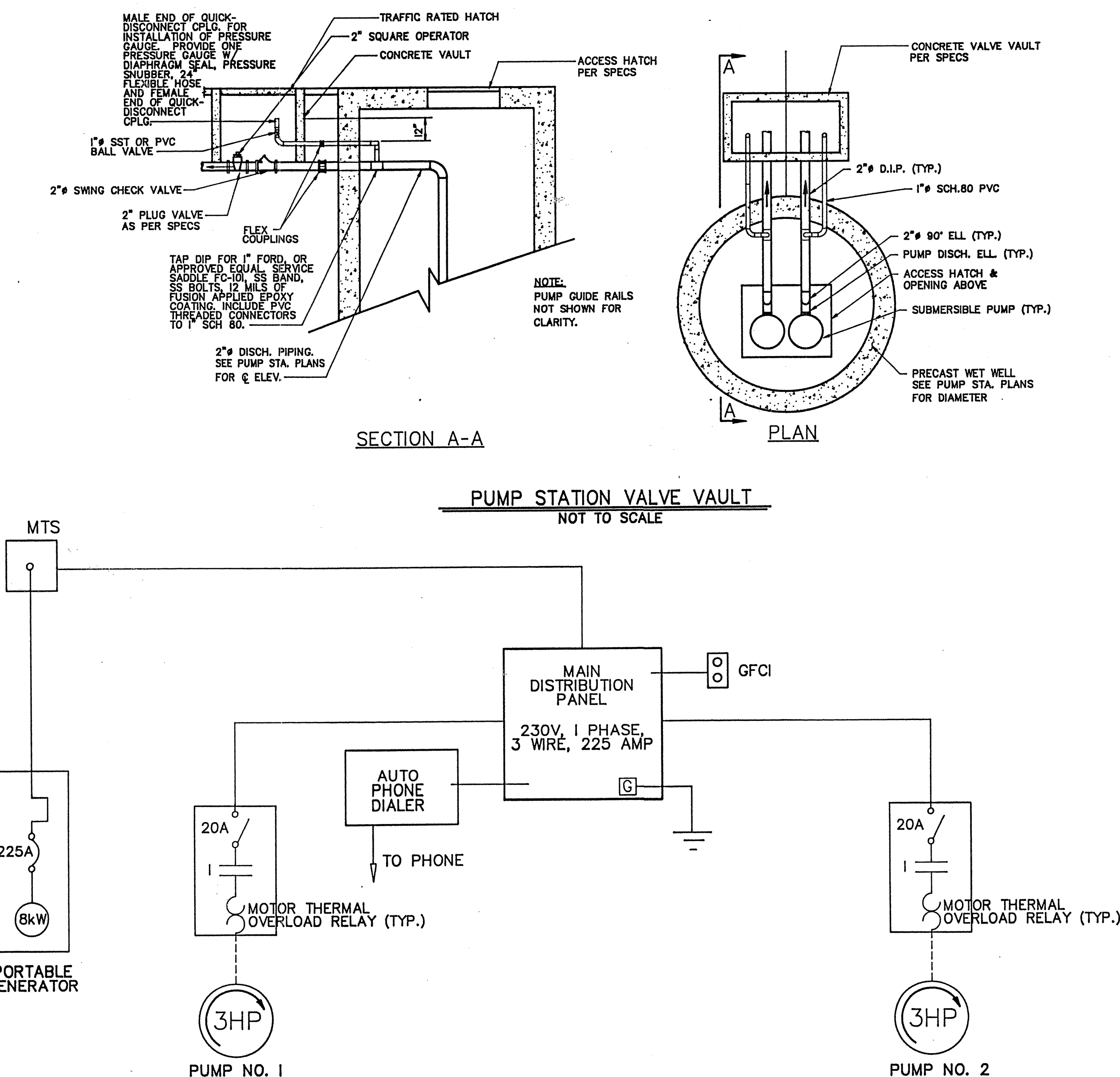
514 feet of 3-inch PVC  
Steadily Ascending (See Profile)  
Phase 1 and 2 MH A2-1, Seventh St.  
None  
None  
27 minutes @ Start-up; 13.7 minutes @ Future Flow  
None

Overflow Alarm  
 High Water Alarm  
 Lag Pump On/Pump Trouble Alarm  
 Lead Pump On  
 Pumps Off

35.42'  
31.16'  
30.67'  
30.16'  
28.67'



PUMP STATION AREA PLAN  
1" = 30'



PUMP STATION ELECTRICAL SCHEMATIC  
NOT TO SCALE

NOTE: SEE SHEET OM-1 OF OPERATION & MAINTENANCE MANUAL + R AS-CONSTRUCTED PLAN OF PUMP STATION 12-96 MDH

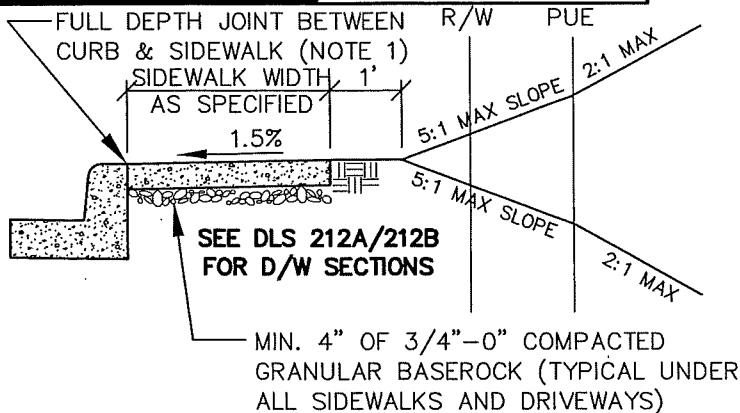
SH  
17

PAGE NO.  
OF 17



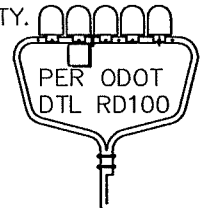
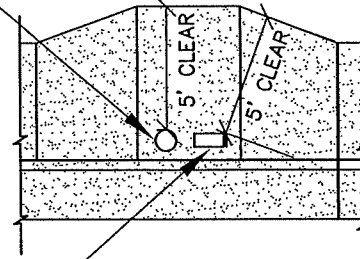
TOOLED CONTRACTION JOINTS TYP AT 5' SPACING  
(UNLESS NOTED OTHERWISE).

(BROOM FINISH, NO SLICKS)

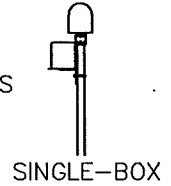


**TYP. S/W CROSS SECTION**

UTILITY POLE OR FIRE HYDRANT  
WHERE PRE-APPROVED BY CITY.



MULTI-BOX



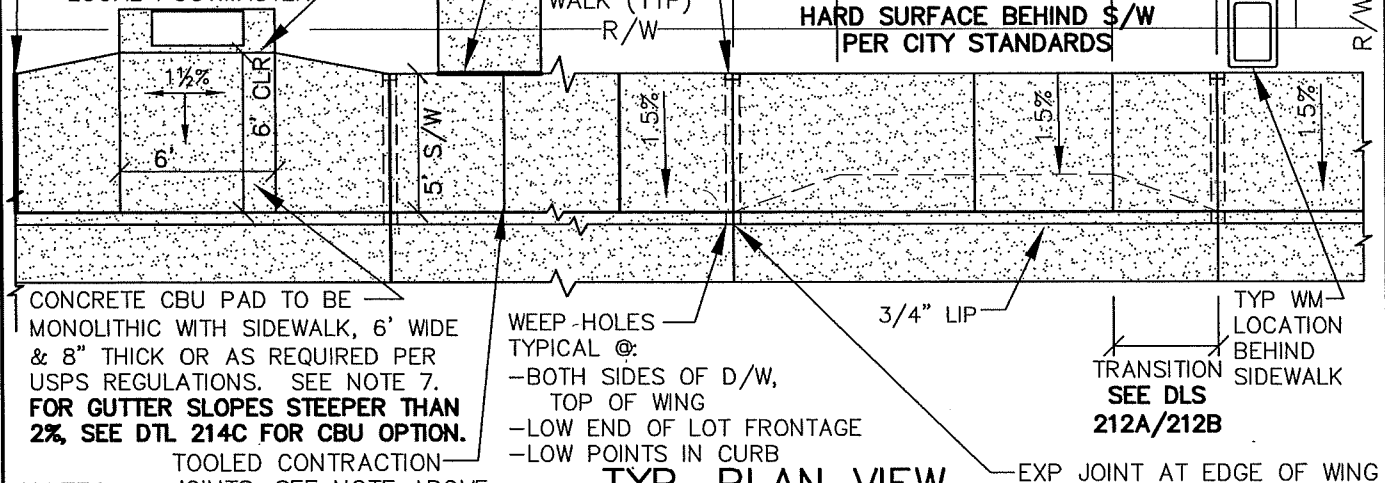
SINGLE-BOX

**S/W AT OBSTRUCTION**

EXPANSION JOINT REQUIRED IF PLACING CONCRETE AGAINST EXISTING CONCRETE OR PRIVATE SIDEWALK CONNECTION, AS WELL AS AT EACH PROPERTY LINE OR 100 FOOT MAXIMUM INTERVALS, WHICHEVER IS LESS (MATERIAL PER ODOT/OSSC 02440.10).

MAILBOX (CENTRALIZED BOX UNIT - CBU), LOCATION TO BE APPROVED BY LOCAL POSTMASTER

SIDEWALK EASEMENT OR SIDEWALK PUE WHERE REQ'D @ D/W, CBU OR CORNERS.



**TYP. PLAN VIEW**

**NOTES:**

1. MONOLITHIC PLACEMENT OF CONCRETE FOR STREET CURB & PARALLEL PUBLIC SIDEWALK IS PROHIBITED.
2. CONCRETE THICKNESS: 4" MIN. CONCRETE THICKNESS FOR STANDARD SIDEWALKS. 6" MIN CONCRETE THICKNESS THROUGH RESIDENTIAL DRIVEWAYS (INCLUDING WINGS). 8" MIN CONCRETE THICKNESS THROUGH COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DRIVEWAYS & ALLEY APPROACHES.
3. SIDEWALKS ≥8' SHALL HAVE A LONGITUDINAL CONTRACTION JOINT AT MIDPOINT (OR 5 MAX OC IF WIDER)
4. CONCRETE SHALL BE 3300 PSI @ 28 DAYS, MAX 5" SLUMP, 4.5% AIR (±1.5%).
5. PCC APRONS JOINED TO MATCH SIDEWALK PATTERN.
6. SIDEWALKS SHALL BE LOCATED ENTIRELY WITHIN PUBLIC R/W OR PUBLIC EASEMENTS, INCLUDING AT DRIVEWAYS & INTERSECTIONS.
7. ADA ACCESS TO CBU MAILBOXES SHALL CONFORM WITH SECTION 1111 OF OSSC (OREGON STRUCTURAL SPECIALTY CODE), INCLUDING AN ADA PEDESTRIAN CURB RAMP LOCATED WITHIN 50 FEET OF THE CBU. PROWAG REQUIRED 6'x6' TURNING SPACE IN FRONT OF CBU SHALL NOT EXCEED 2% IN ANY DIRECTION. **CBU LAYOUT SHOWN ABOVE ASSUMES STREET & CURB GRADE DOES NOT EXCEED 2%.**

LAST REVISION DATE:

MAR 2024

COPYRIGHT 1996  
WESTECH ENGINEERING, INC.

**CURBLINE SIDEWALKS  
AND RESIDENTIAL DRIVEWAY  
APRONS**

(NTS)

DAYTON, OR

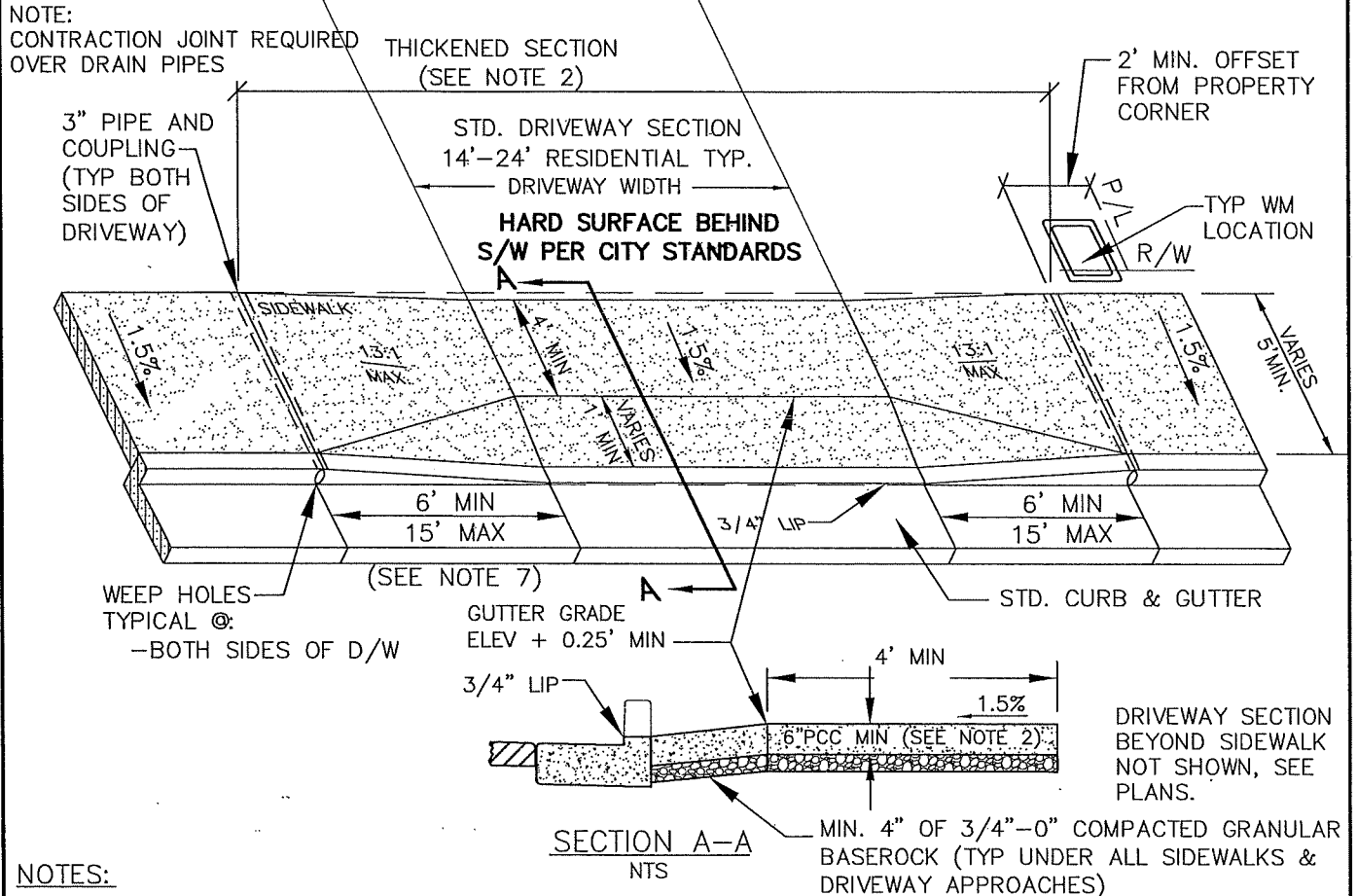
DETAIL NO.

212



SEE DETAIL 212 FOR STANDARD MAILBOX LOCATION, MOUNTING DETAILS & INFORMATION.

TOOLED CONTRACTION JOINTS TYPICAL AT 5' INTERVALS, UNLESS NOTED OTHERWISE.  
(BROOM FINISH. NO SLICKS)



**NOTES:**

1. SEE DETAIL 212 & 212A FOR STANDARD APRON & SIDEWALK DETAILS. **USE OF THIS DETAIL IS REQUIRED FOR ANY DRIVEWAY WHICH DROPS BELOW CURB ELEVATION (ADVERSE GRADE) UNLESS OTHERWISE SHOWN ON THE APPROVED DRAWINGS.**
2. CONCRETE THICKNESS. 4" MIN. CONCRETE THICKNESS FOR STANDARD SIDEWALKS. 6" MIN CONCRETE THICKNESS THROUGH RESIDENTIAL DRIVEWAYS (INCLUDING WINGS). 8" MIN CONCRETE THICKNESS THROUGH COMMERCIAL/INDUSTRIAL/MULTI-FAMILY DRIVEWAYS & ALLEY APPROACHES.
3. MONOLITHIC PLACEMENT OF CONCRETE FOR STREET CURB & PARALLEL PUBLIC SIDEWALK BEYOND DRIVEWAY APPROACH IS PROHIBITED.
4. PCC APRONS SHALL HAVE CONTRACTION JOINTS TO MATCH SIDEWALK PATTERN & D/W EDGE.
5. SIDEWALKS SHALL BE LOCATED ENTIRELY WITHIN RIGHT-OF-WAY OR SIDEWALK EASEMENTS, INCLUDING SIDEWALKS AT INTERSECTIONS.
6. CROSS SLOPE IS MEASURED FROM HORIZONTAL.
7. RUNNING SLOPE OF SIDEWALK AT TRANSITION DOWN TO DRIVEWAYS SHALL TYPICALLY NOT EXCEED 1V:13H (7.7%), BUT SHALL NOT REQUIRE THE LENGTH TO EXCEED 15 FEET.
8. CONCRETE SHALL BE 3300 PSI @ 28 DAYS, MAX 5" SLUMP, 4.5% AIR ( $\pm 1.5\%$ ).

LAST REVISION DATE:

FEB 2024

**RESIDENTIAL D/W APRON  
AT ADVERSE GRADE D/W'S  
CURBLINE SIDEWALK**

(NTS)

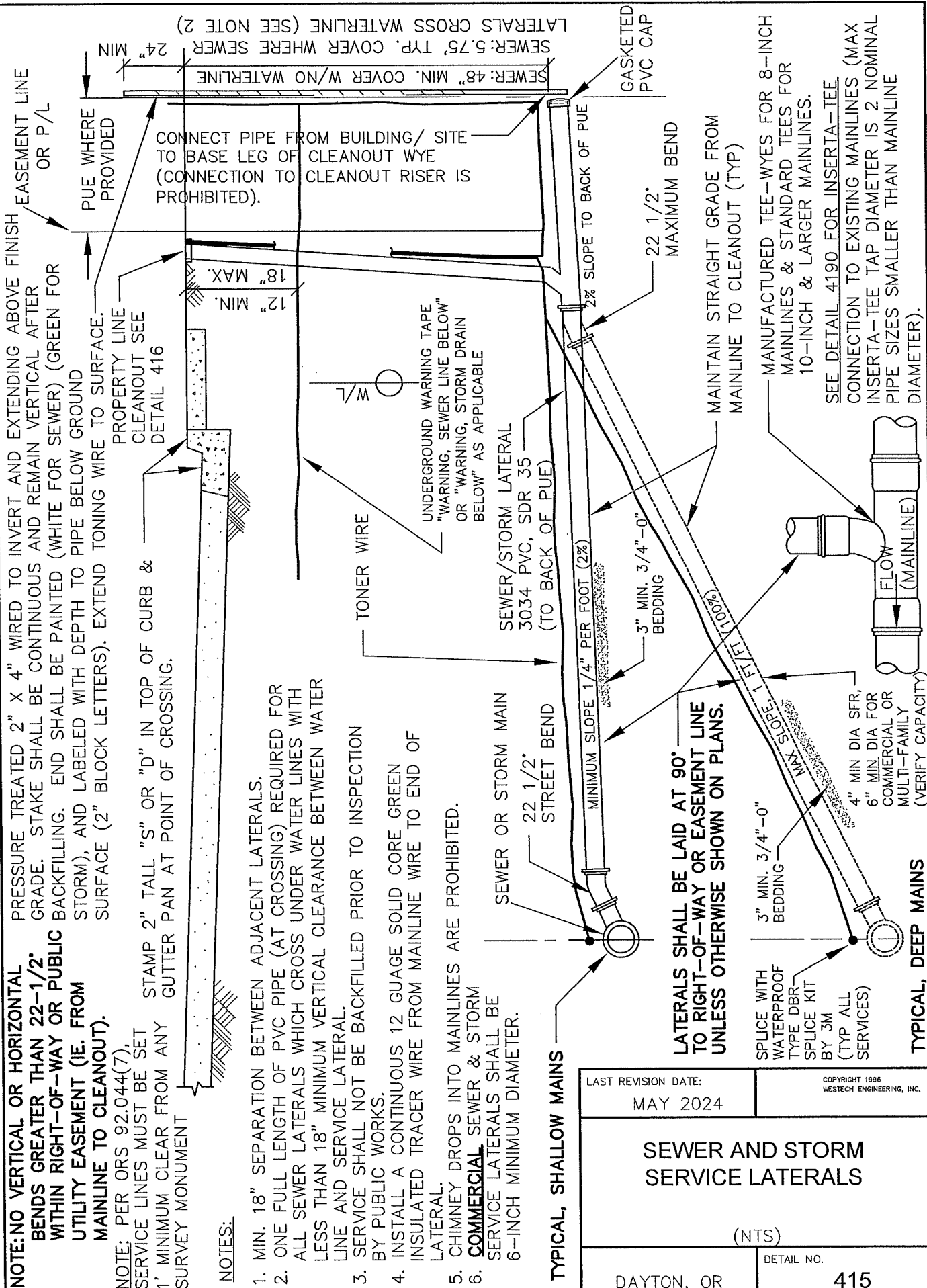
DETAIL NO.

DAYTON, OR

212A



COPYRIGHT 1996  
WESTECH ENGINEERING, INC.





CLEANOUT COVERS: ALL SEWER CLEANOUT LIDS TO READ "SEWER"  
ALL STORM CLEANOUT LIDS TO READ "STORM" OR "C/O".

1. NON-TRAFFIC AREAS:

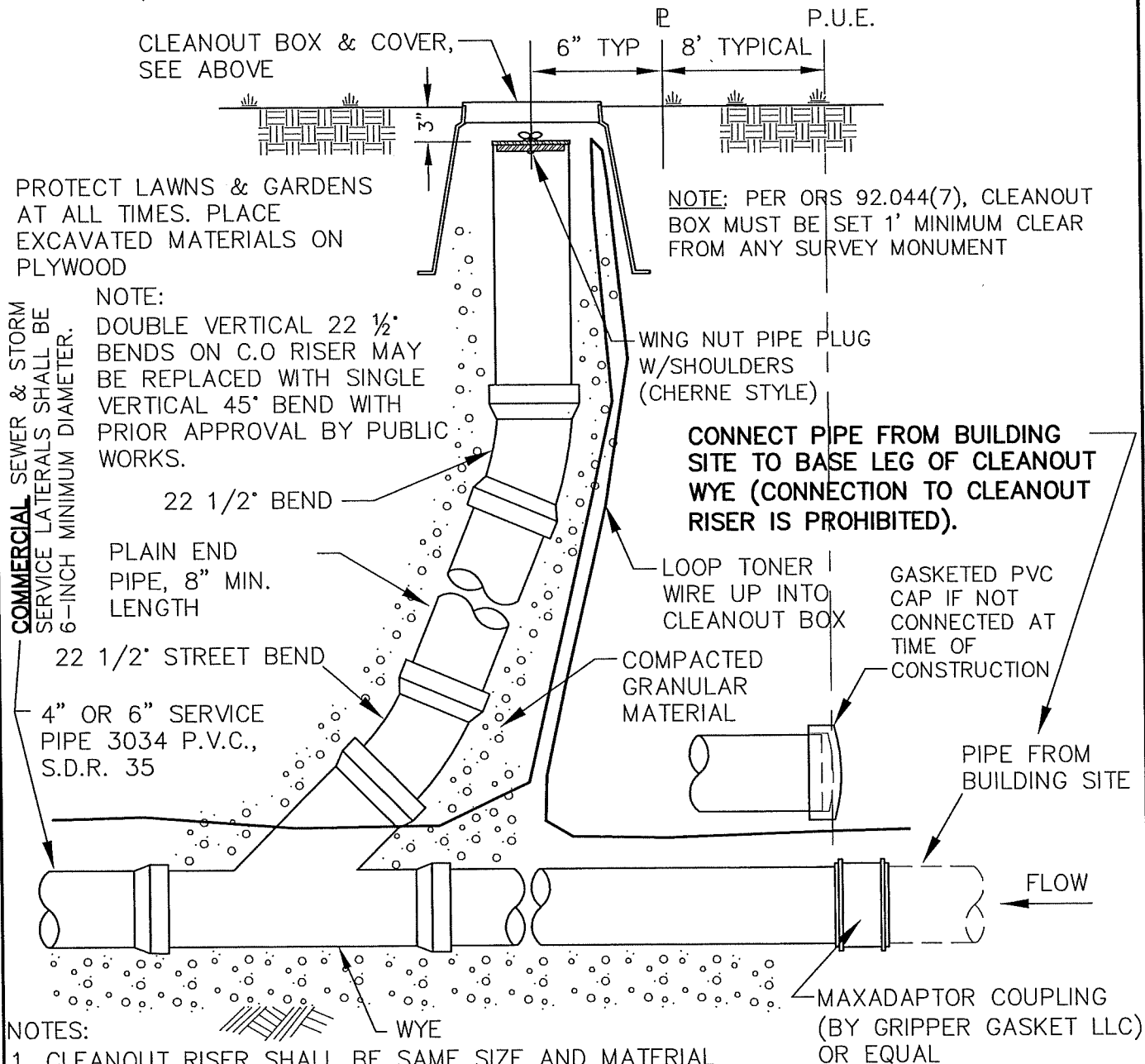
CARSON MODEL 910 T-COVER OR EQUAL (GREEN FOR SEWER, GREY FOR STORM).

2. TRAFFIC AREAS, INCLUDING DRIVEWAYS:

8" X 4" CAST IRON FRAME & COVER, OLYMPIC M1007 OR EQUAL.

8" X 6" CAST IRON FRAME & COVER, OLYMPIC M1018 OR EQUAL.

(FOR CI CLEANOUTS IN UNPAVED AREAS, SET IN 6" THICK CONCRETE PAD)



NOTES:

1. CLEANOUT RISER SHALL BE SAME SIZE AND MATERIAL AS LATERAL PIPE.
2. PROVIDE CONCRETE PAD FOR CLEANOUTS LOCATED IN UNPAVED DRIVEWAYS OR TRAFFIC AREAS (6" THICK PAD TO BE 6" LARGER THAN CLEANOUT BOX FRAME).
3. CLEANOUT PIPE SHALL BE LEFT A MINIMUM OF 18" ABOVE EXISTING GRADE UNTIL ALL CURBING IS INSTALLED AND ALL PRIVATE UTILITY TRENCHES ARE BACKFILLED. CLEANOUTS SHALL THEN BE SET NO MORE THAN 6" BELOW FINISH GRADE, AND CLEANOUT BOXES SET FLUSH WITH FINISH GRADE.

LAST REVISION DATE:

FEB 2024

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WESTECH ENGINEERING, INC.

**STANDARD SERVICE  
LATERAL CLEANOUT  
(SEWER & STORM)**

(NTS)

DETAIL NO.

DAYTON, OR

**416**





LAST REVISION DATE: JUNE 2024	COPYRIGHT 1996 WESTECH ENGINEERING, INC.
<p align="center"><b>TYPICAL 1"</b> <b>WATER SERVICE</b> <b>(HDPE SERVICE LINE)</b></p> <p align="center">(NTS)</p>	
DAYTON, OR	DETAIL NO. <b>515</b>



1988  
CSP9015

FAIRVIEW  
ADD.  
(1912)

94-12

LIP...  
ADDITION  
(1889)

2005-1

93-49

LIPPINCOTT'S  
ADDITION  
(1889)

MAIN ST

MAIN ST

6TH ST

7TH ST

FERRY ST (HWY 155)

SCHOOL  
ADMIN

FIRE  
STATION

2016-06

SOFTBALL  
FIELD

95-70

97-02  
JOEL  
PALMER  
HOUSE

POST  
OFFICE

HEAD  
START

RODEO DR

PALMER  
CREEK  
ADD.  
(1996)

KALLAPUYA ST

7TH ST

PIONEER ST

COUNTRYSIDE  
OF  
COUNTRY  
HERITAGE  
ESTATES  
PH. 2  
(2014)

JOEL PALMER WAY

ELIZABETH ST

2015-  
(old 201)

JOEL PALMER WAY

(X)

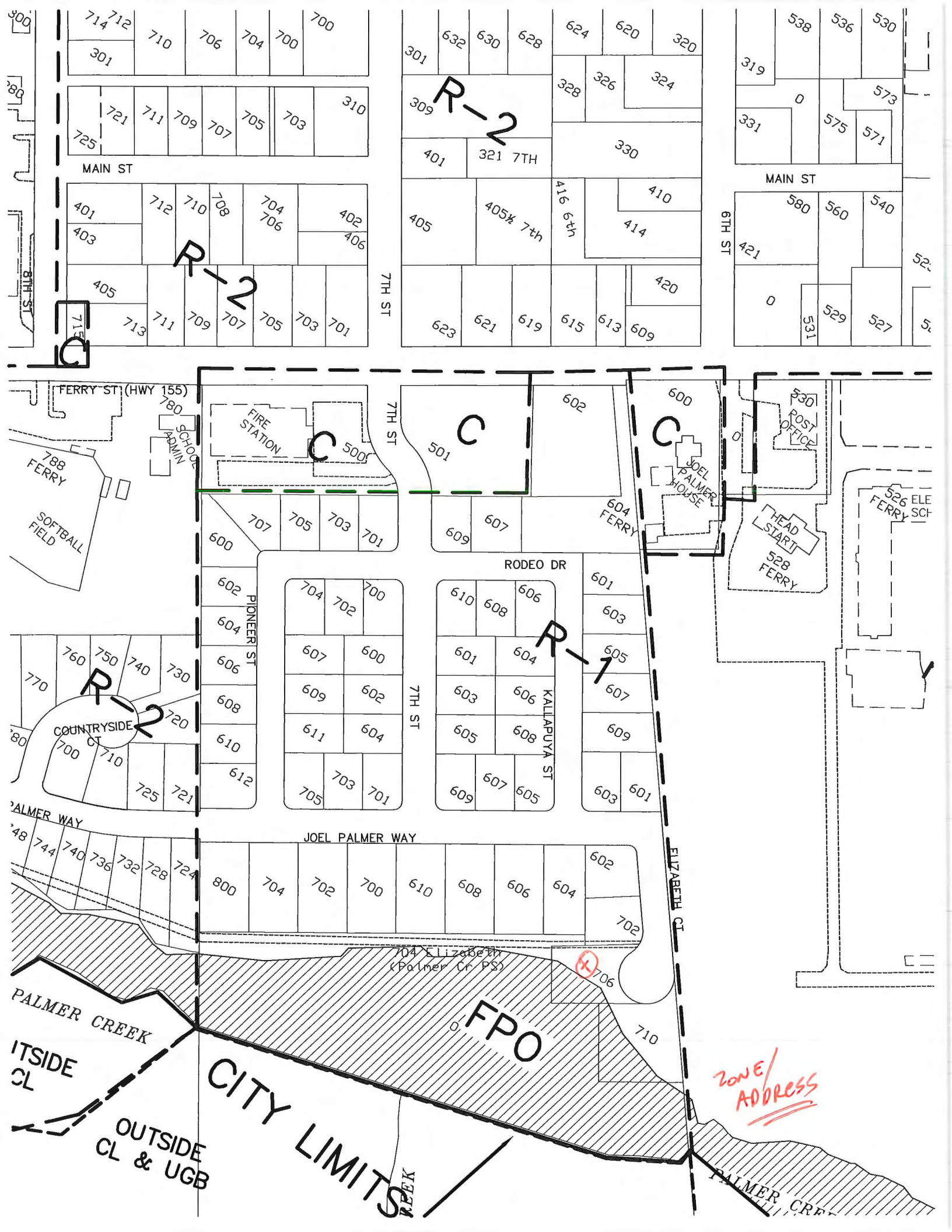
PLAT  
INDEX

JOEL PALMER CREEK

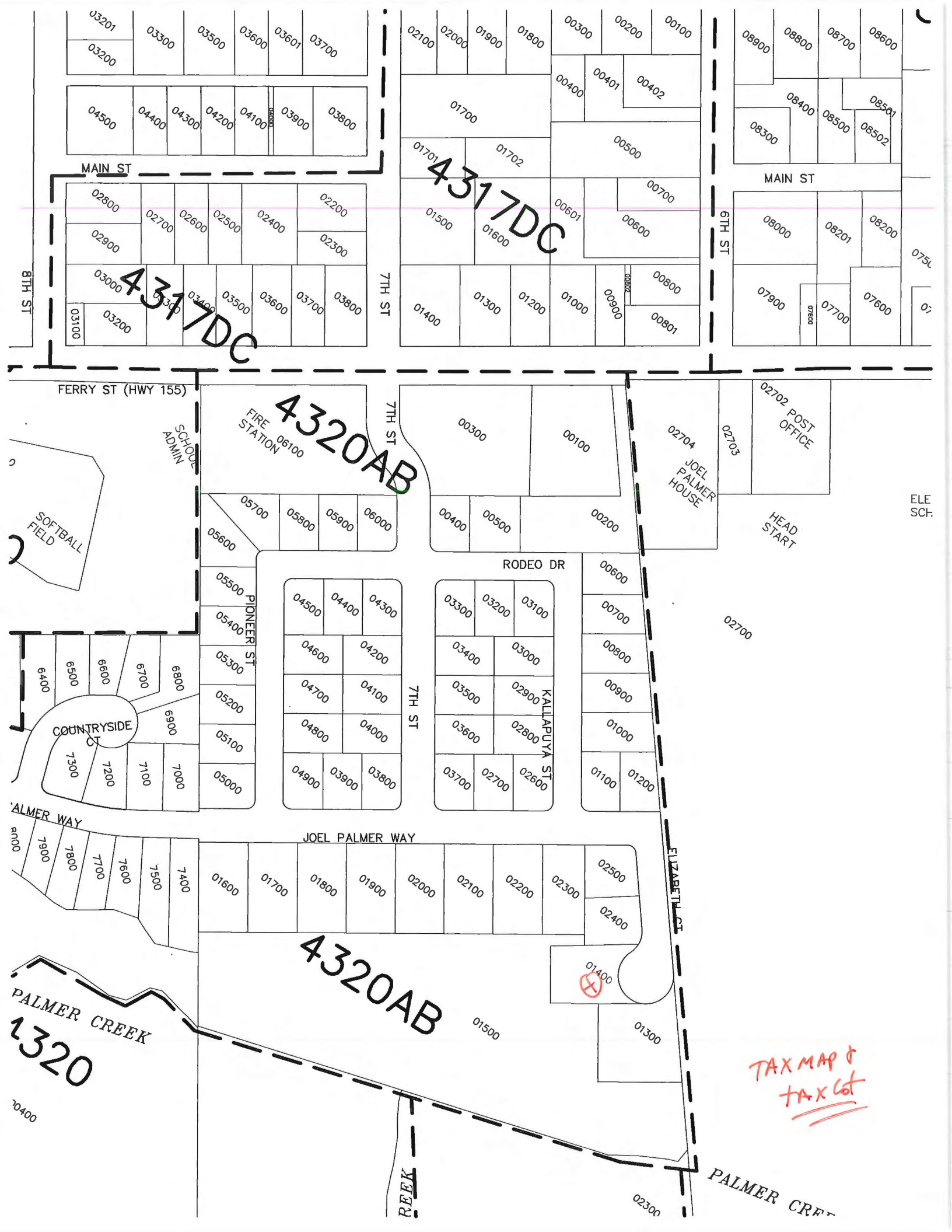
REEK

PALMER CREEK









4317DC

4317DC

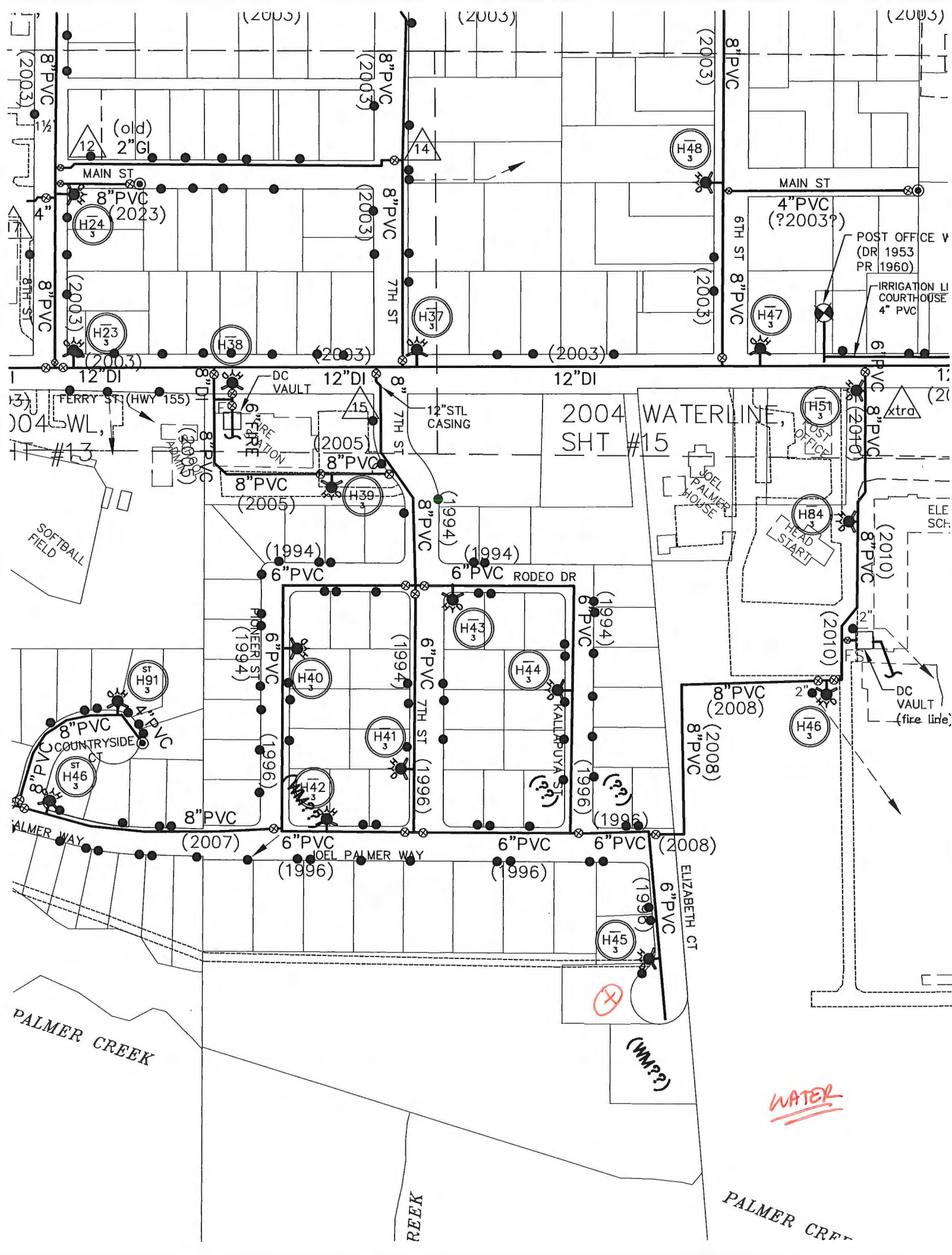
4320AB

4320AB

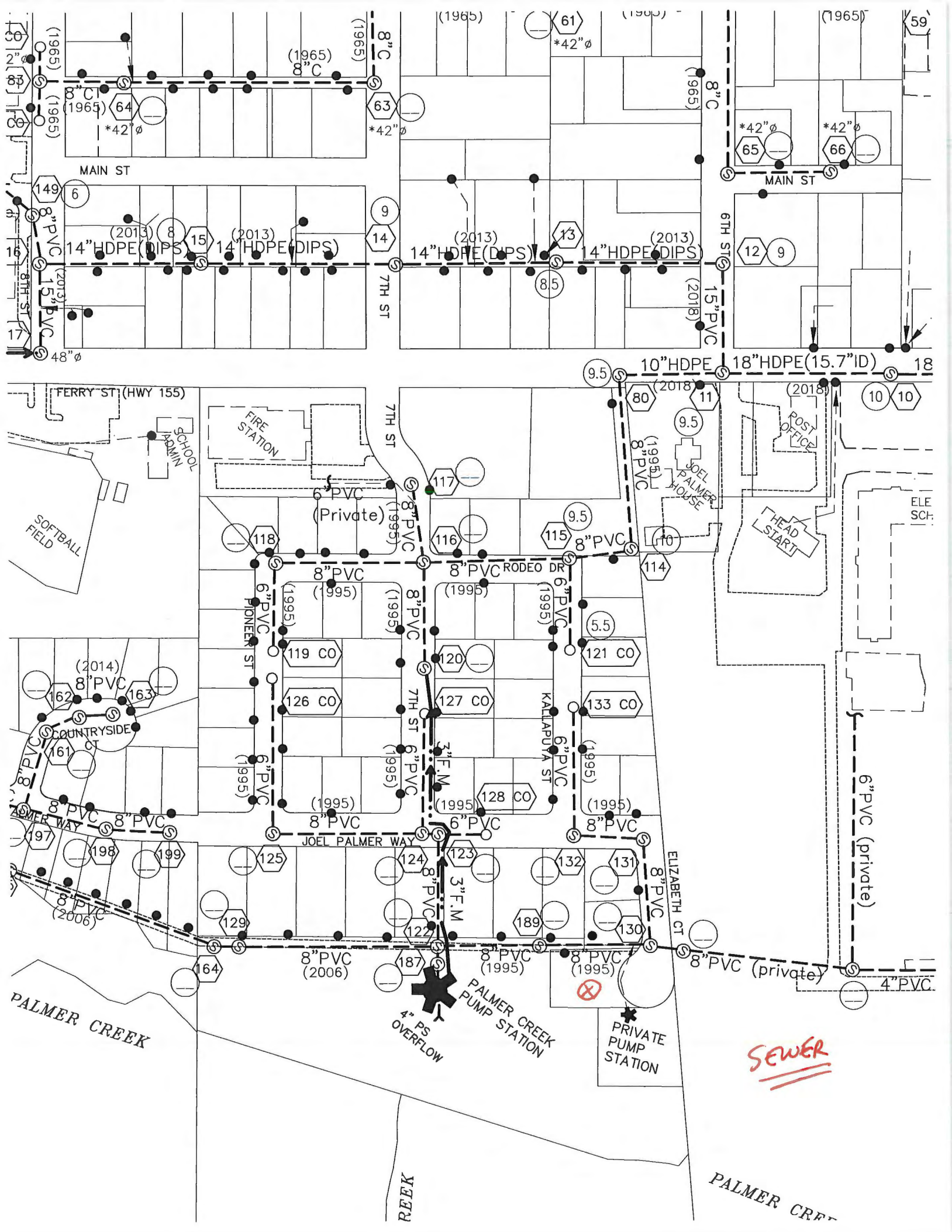
4320

TAX MAP &  
TAX LOT

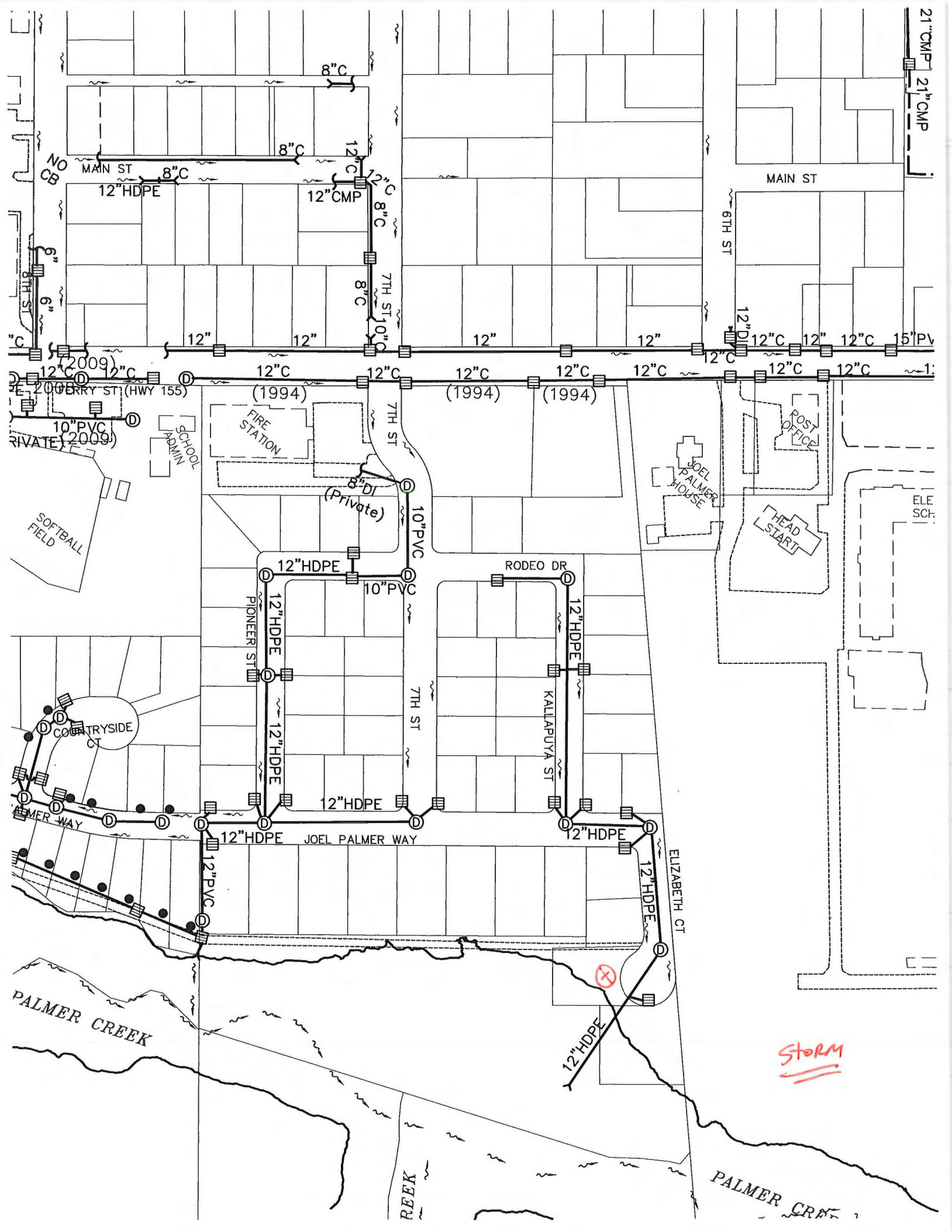




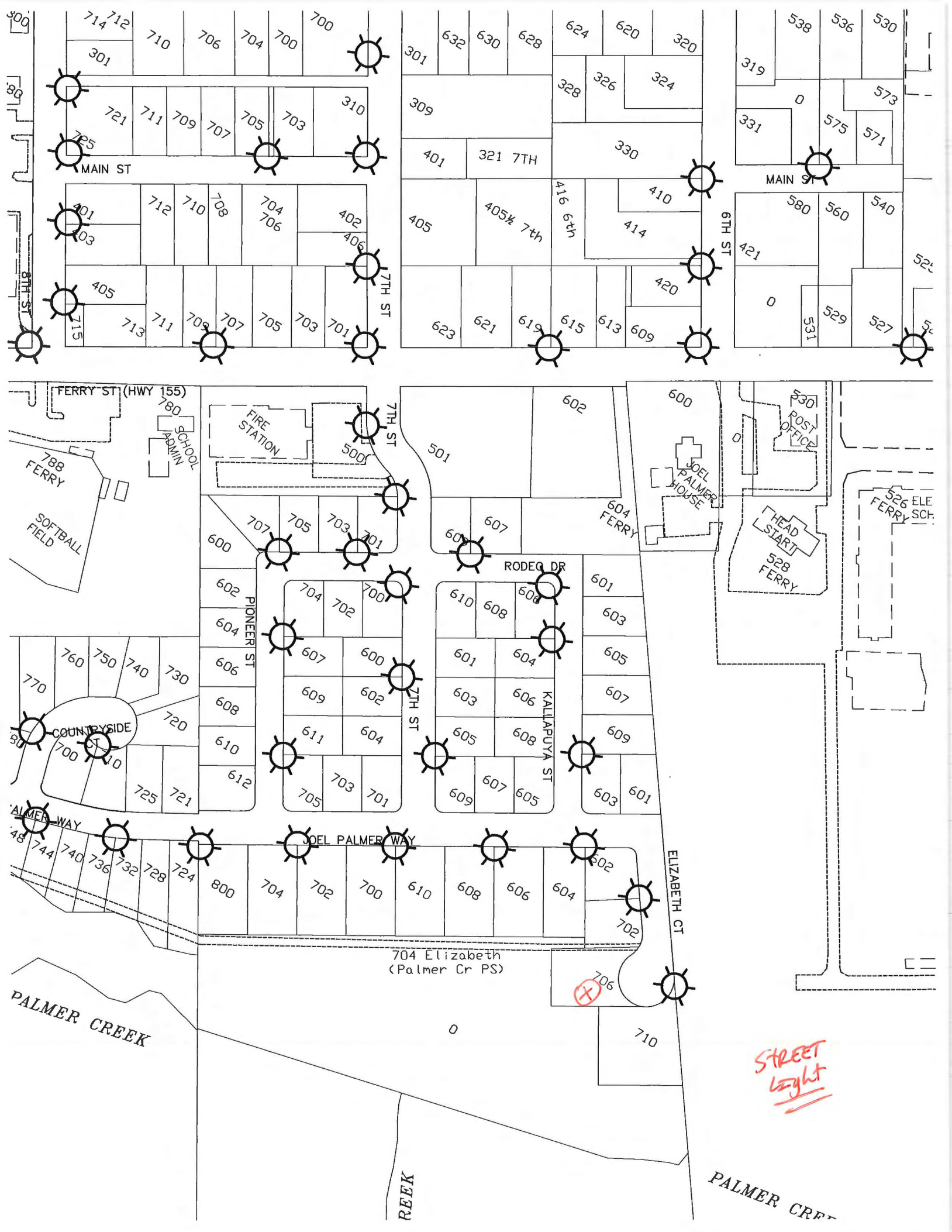








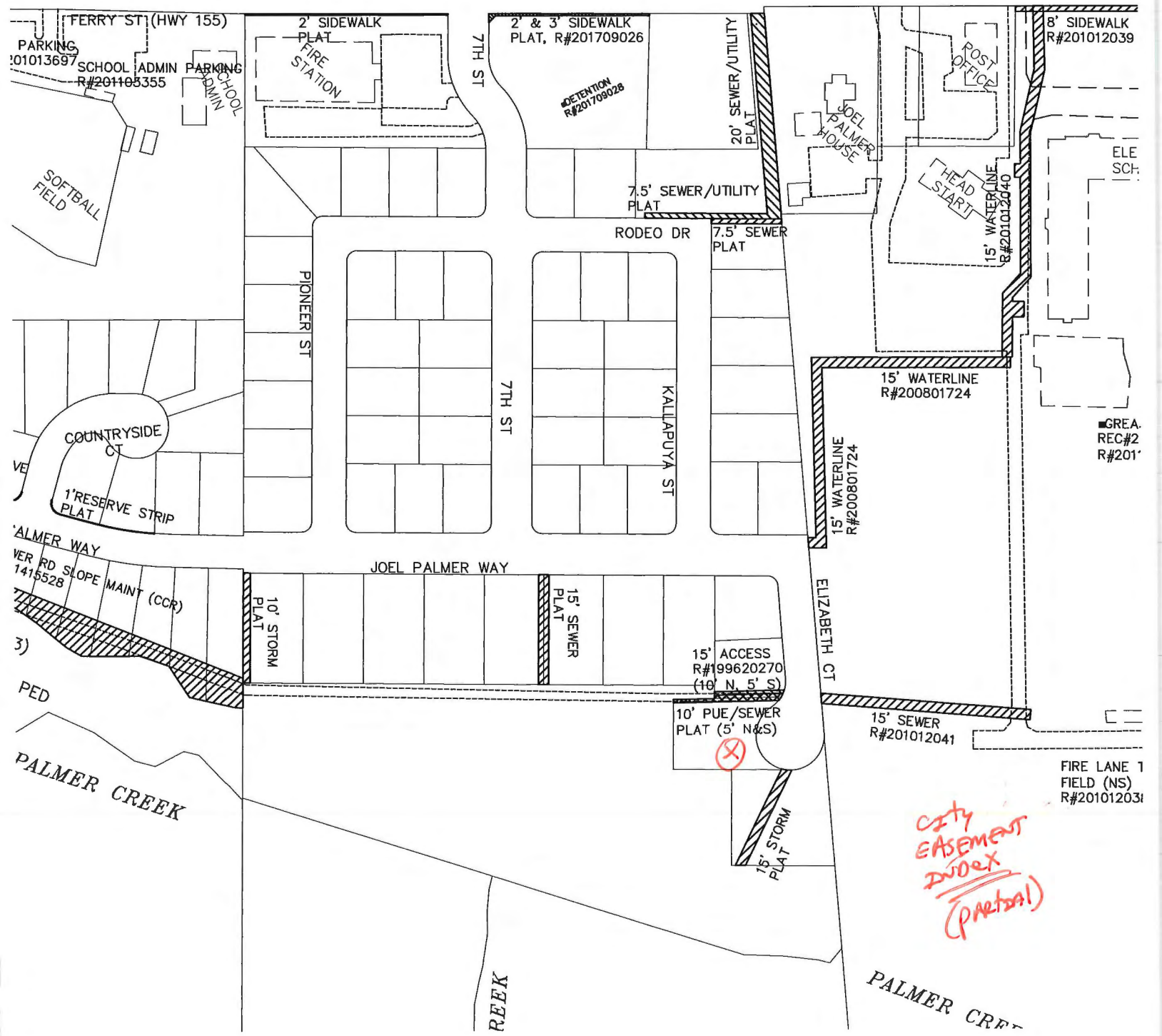
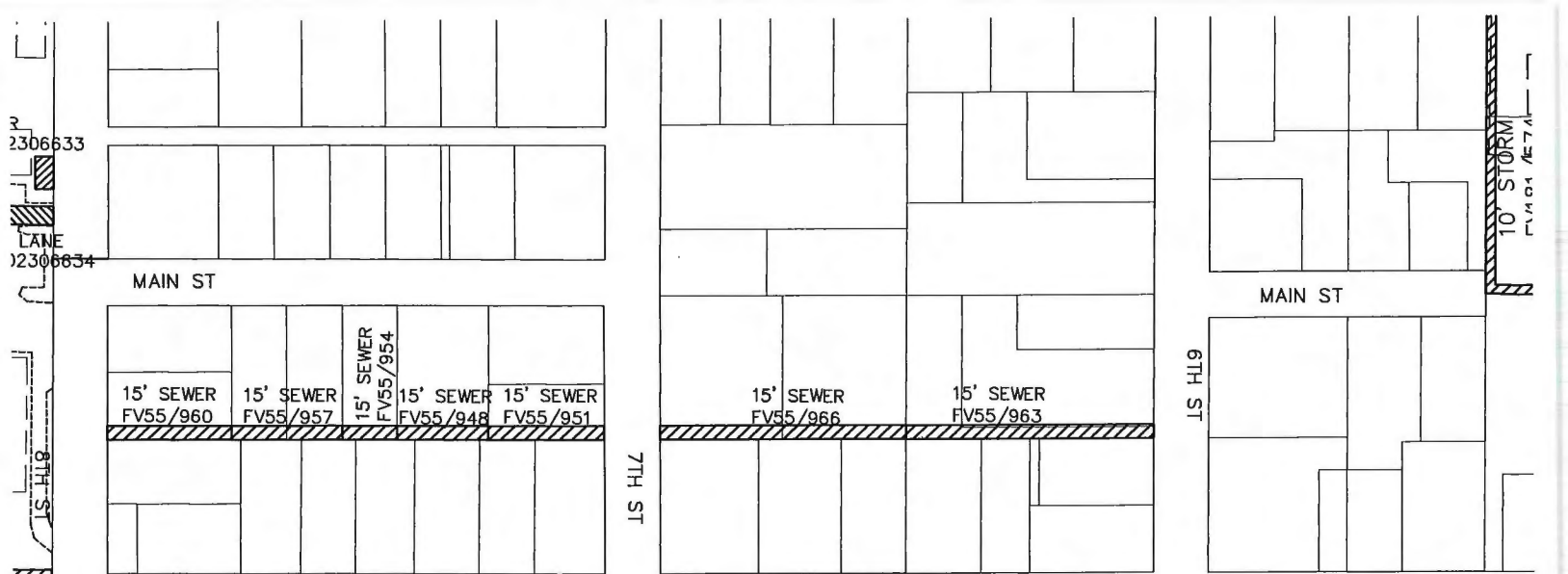




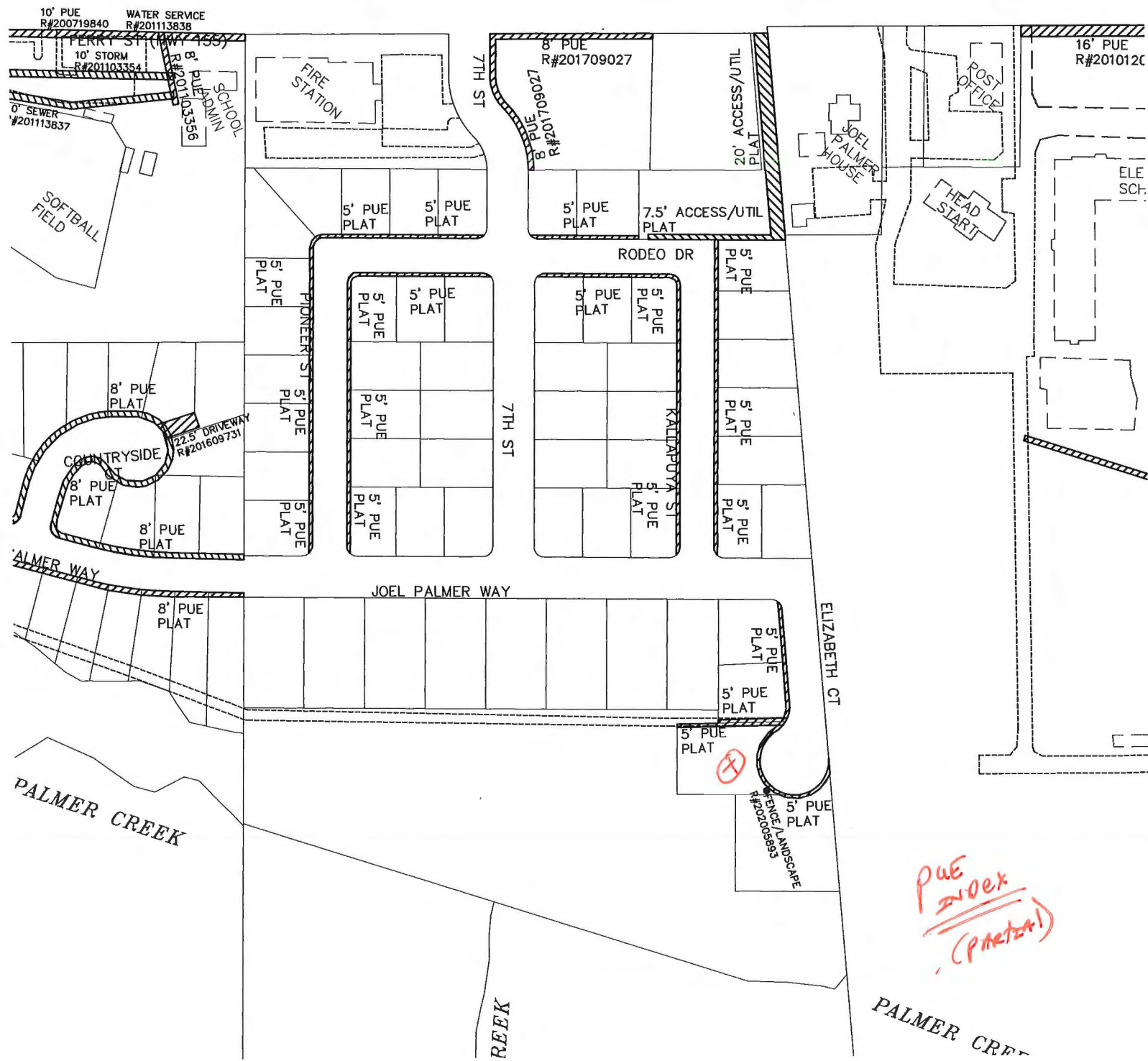




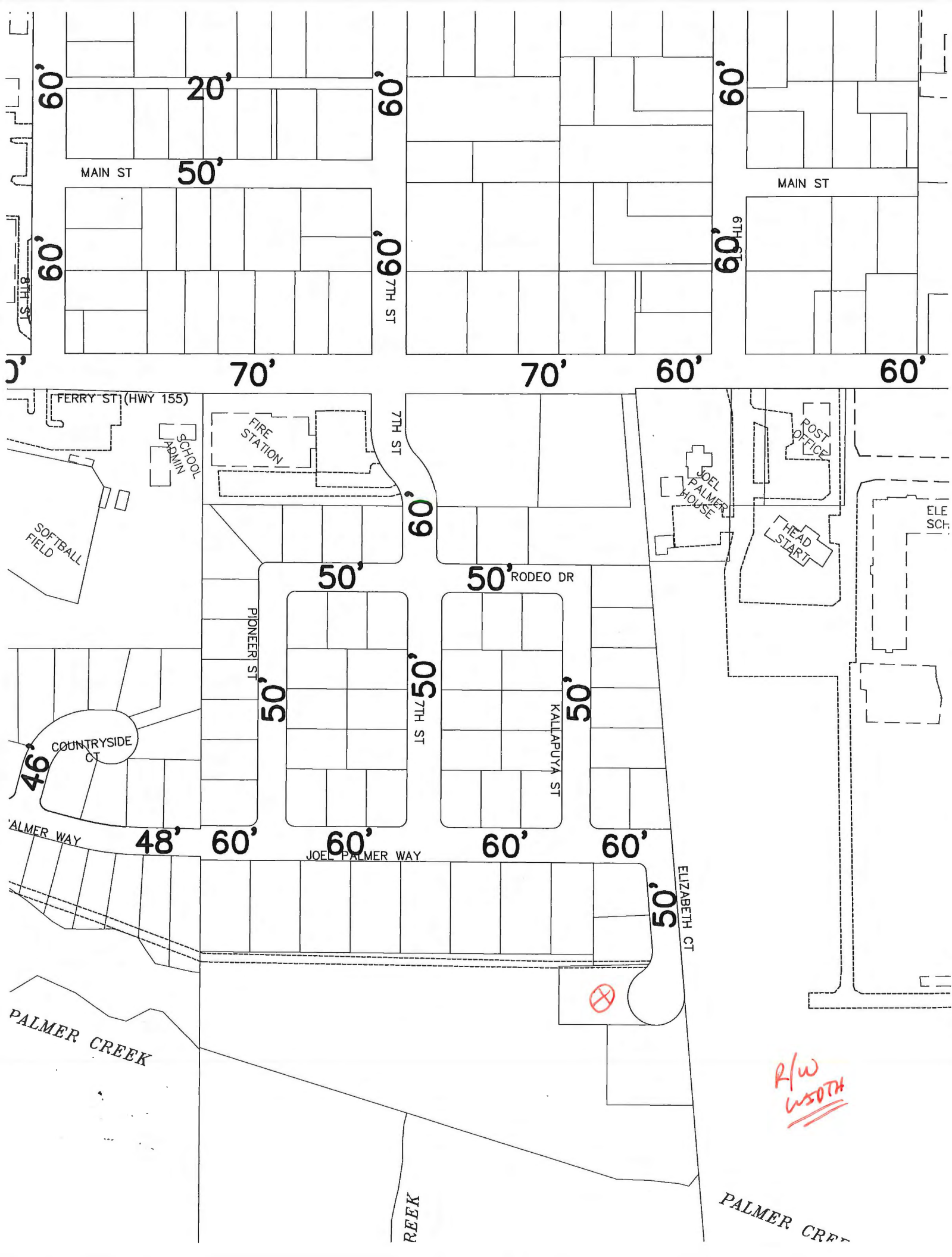








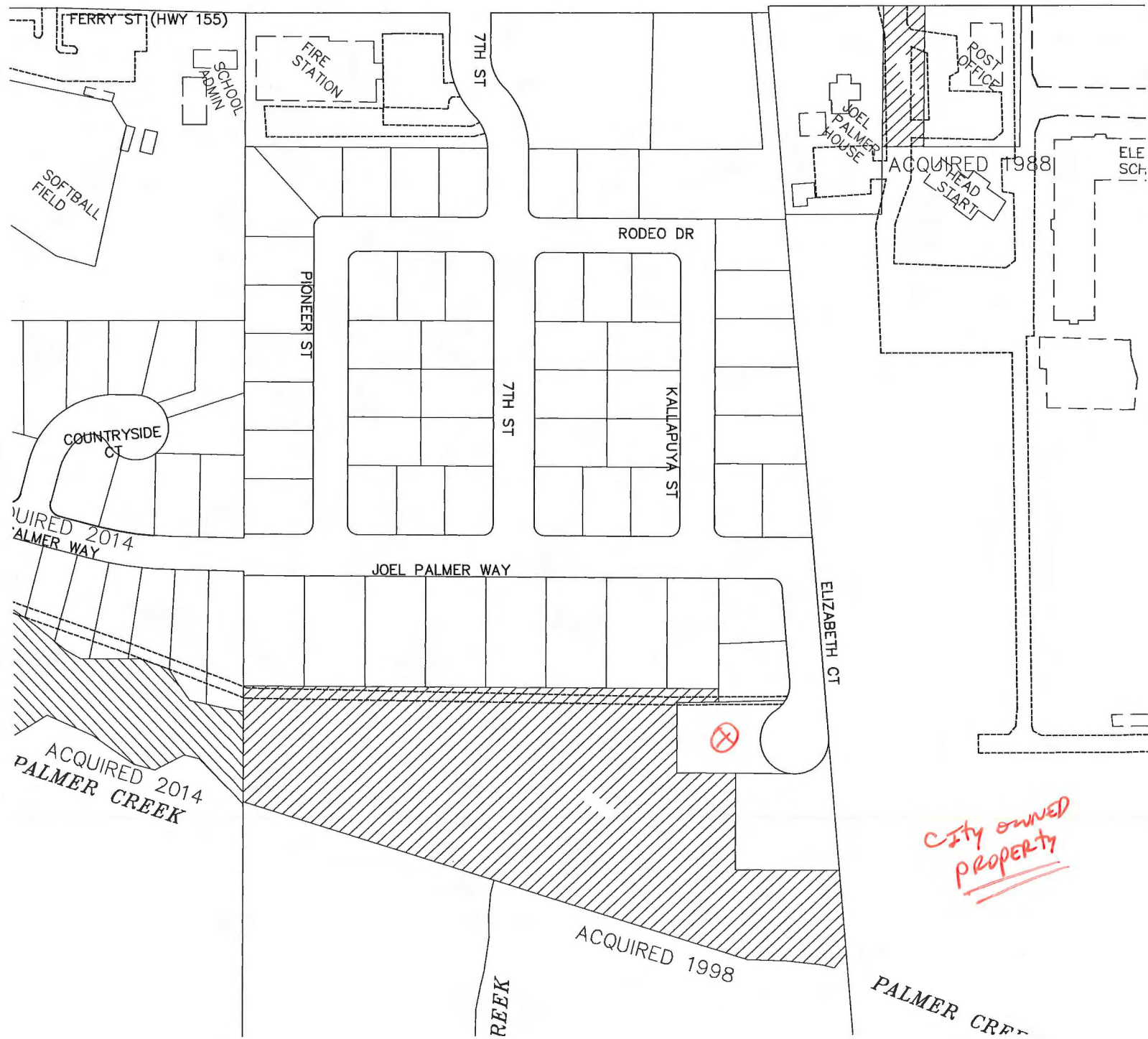
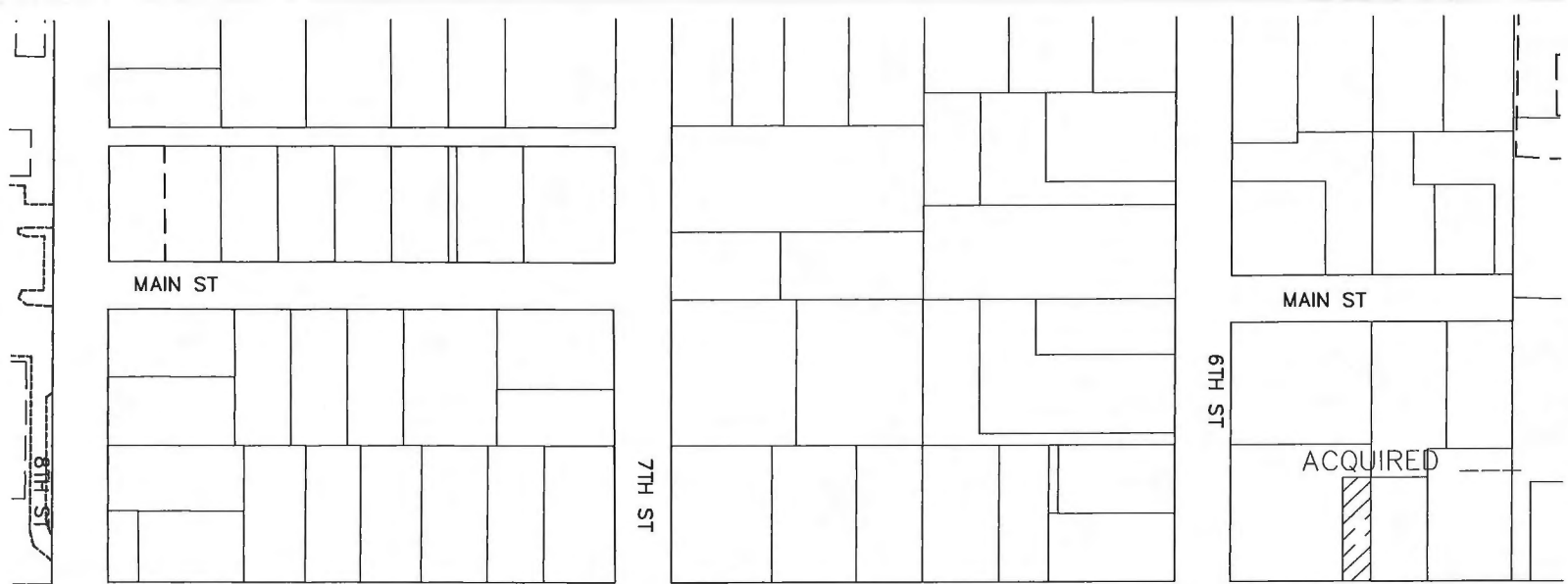




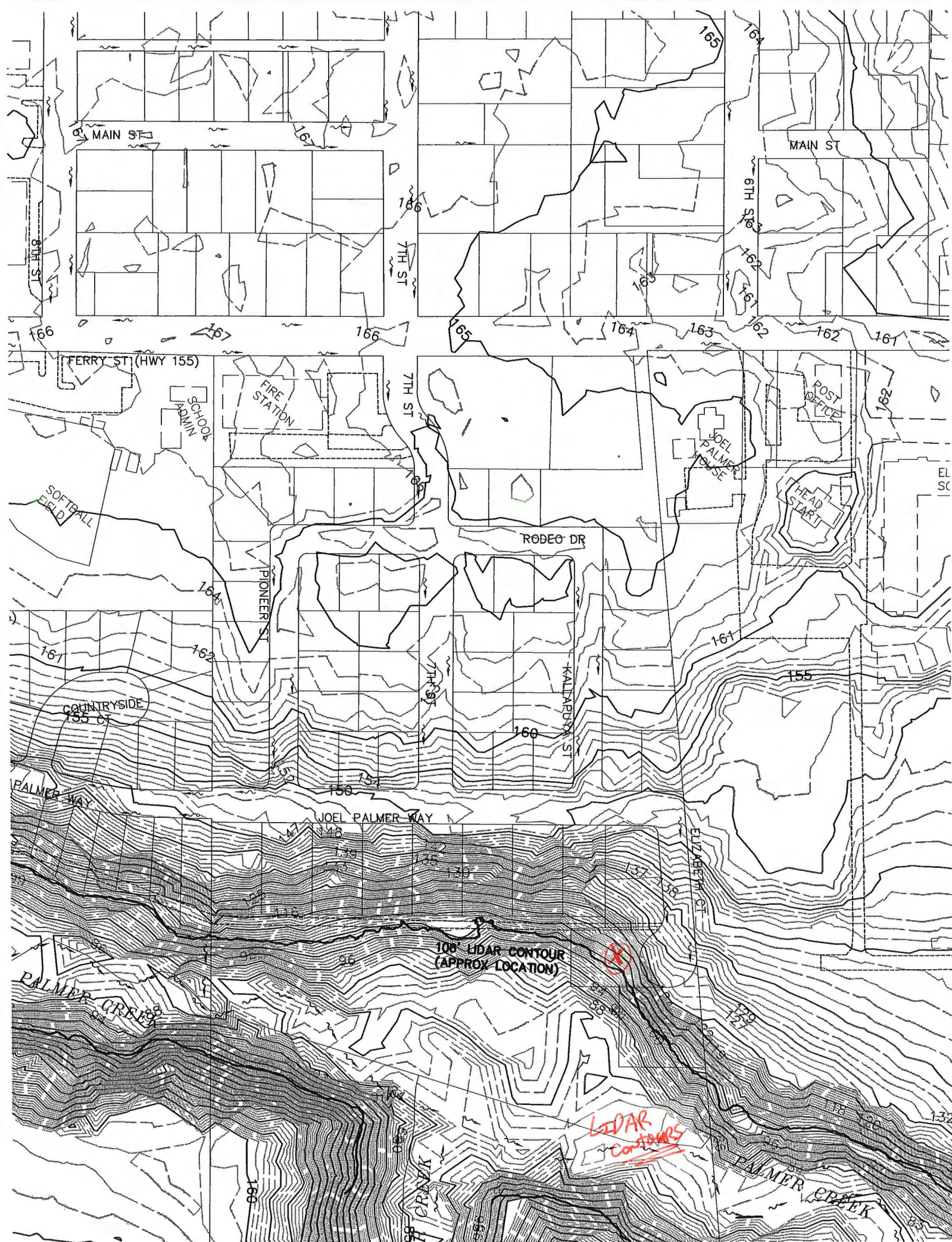
R/W  
W50TH

PALMER CREEK













1433 SW 6th Avenue  
(503)646-4444

**OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS**  
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

**To ("Customer"):** City of Dayton  
PO Box 339  
Dayton, OR 97114

**Customer Ref.:** R4320AB 01400  
**Order No.:** 471821111429  
**Effective Date:** August 31, 2021 at 08:00 AM  
**Charge:** \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

**THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.**

**Part One - Ownership and Property Description**

**Owner.** [The apparent vested owner](#) of property ("the Property") as of the Effective Date is:

Vincent Baker and Renee Baker, as tenants by the entirety

**Premises.** The Property is:

**(a) Street Address:**

No Situs, Dayton, OR 97114

**(b) Legal Description:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



## **Part Two - Encumbrances**

**Encumbrances.** As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

### **EXCEPTIONS**

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2020-2021  
Amount: \$1,013.06  
Levy Code: 8.0  
[Account No.:](#) [506170](#)  
Map No.: R4320AB 01400

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2021-2022.
2. City Liens, if any, in favor of the City of Dayton.
3. Agreement and Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

[Name of Plat:](#) [Palmer Creek Addition](#)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose: Public Utilities  
Affects: 5 feet in width as depicted on the recorded plat

5. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 13, 1996  
[Recording No:](#) [199613336](#)

6. Agreement Regarding Required Improvements for the Palmer Creek Subdivision

Executed by: Pacific Empire Builders, Inc. and City of Dayton  
Recording Date: August 13, 1996  
[Recording No:](#) [199613337](#)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:



Granted to: City of Dayton  
Purpose: Access Purposes  
Recording Date: December 12, 1996  
[Recording No: 199620270](#)  
Affects: Reference is hereby made to said document for full particulars

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Kay L. Ludwick  
Purpose: Fence and Landscape  
Recording Date: April 13, 2020  
[Recording No: 202005893](#)  
Affects: Reference is hereby made to said document for full particulars

9. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$72,400.00  
Dated: April 10, 2020  
Trustor/Grantor: Vincent Baker and Renee Baker, as tenants by the entirety  
Trustee: First American Title  
Beneficiary: Pacific Empire Developers Inc  
Loan No.: N/A  
Recording Date: April 15, 2020  
[Recording No: 202006132](#)

**End of Reported Information**

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark  
5035353743  
[Deborah.Clark@titlegroup.fntg.com](mailto:Deborah.Clark@titlegroup.fntg.com)

Ticor Title Company of Oregon  
1433 SW 6th Avenue  
Portland, OR 97201



**EXHIBIT "A"**  
[Legal Description](#)

Lot 48, PALMER CREEK ADDITION to the City of Dayton, County of Yamhill and State of Oregon.



**LIMITATIONS OF LIABILITY**

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.



IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY



199613337

AGREEMENT BETWEEN CITY OF DAYTON, OREGON (CITY)  
AND PACIFIC EMPIRE DEVELOPERS, INC. (DEVELOPER)  
REGARDING REQUIRED IMPROVEMENTS FOR THE  
PALMER CREEK SUBDIVISION

WHEREAS the City Planning Commission on November 19, 1993, approved with conditions a subdivision known as the Palmer Creek Subdivision and located on Ferry Street across from 7th Street; and Instrument #199613335

WHEREAS those conditions included the construction of public improvements by the developer; and

WHEREAS Pacific Empire Developers, Inc., is the owner and developer of the Palmer Creek Subdivision; and

WHEREAS Section 20 of the City's Subdivision Ordinance requires that prior to City certification on the final plat, the owner/developer either install all required improvements or execute and file an agreement specifying the time within which such improvements shall be completed; and

WHEREAS Developer has completed all required improvements except for the pump station;

NOW, THEREFORE, THE CITY AND THE DEVELOPER AGREE AS FOLLOWS:

1. The City shall not issue any building permits for lots in Phase III of the project until the pump station has been completed in conformance with City standards as determined by the City Engineer.
2. The Developer and/or the owner of the Palmer Creek Subdivision shall remain responsible for the completion of the pump station improvement.
3. The above two points shall be shown on the final plat and this agreement shall be recorded with the final plat.
4. The City shall certify its approval of the final plat conditioned upon the above terms being fulfilled in addition to all other relevant requirements as provided by City code and the subdivision approval.

BY:

Curtis D Walker

Curtis D Walker, President  
Pacific Empire Builders Inc

BY:

Sue C Hollis

Sue C Hollis, City Administrator  
City of Dayton, Oregon

DATE:

8/8/96

DATE:

8/8/96

STATE OF OREGON )

) ss.

COUNTY OF YAMHILL )

STATE OF OREGON )

) ss.

COUNTY OF YAMHILL )

On the 8th day of August, 1996,  
personally appeared the above-named individual(s) and  
acknowledged the foregoing instrument to be  
his/her/their voluntary act and deed.

La Verne Bain

Notary Public for Oregon

My Commission Expires: 5-15-00

On the 8th day of August, 1996,  
personally appeared the above-named individual(s) and  
acknowledged the foregoing instrument to be  
his/her/their voluntary act and deed.

La Verne Bain

Notary Public for Oregon

My Commission Expires: 5-15-00



AFTER RECORDING RETURN TO: City of Dayton, PO Box 339, Dayton OR 97114  
Recorded in Official Yamhill County Records  
CHARLES STERN, COUNTY CLERK

Attn: Sue Hollis



15.00

199613337 3:29pm 08/13/96

001 034500 10 04 100000  
1 0 002 1 5 00 10 00 0.00 0.00 0.00 0.00



NOTICE REGARDING CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.





199613336 3:27pm 08/13/96

004 034500 10 04 100000  
1 P02 7 0 35.00 0.00 0.00 0.00 0.00

**DECLARATION OF  
RESTRICTIONS, CONDITIONS AND COVENANTS  
APPLICABLE TO PALMER CREEK SUBDIVISION**

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS  
APPLICABLE TO PALMER CREEK SUBDIVISION.

WHEREAS, PACIFIC EMPIRE DEVELOPERS, INC HEREINAFTER REFERRED TO  
AS THE DECLARANT, IS OWNER OF CERTAIN REAL PROPERTY LOCATED IN  
YAMHILL COUNTY, IN THE STATE OF OREGON, KNOWN AS PALMER CREEK  
SUBDIVISION, A DULY RECORDED PLAT:

WHEREAS, THE DECLARANT IS DESIROUS TO DECLARE OF PUBLIC RECORD  
ITS INTENTIONS TO CREATE CERTAIN RESTRICTIVE CONDITIONS AND  
COVENANTS TO THIS OWNERSHIP OF SAID PROPERTY:

NOW, THEREFORE, THE DECLARANT DOES HEREBY CERTIFY AND DECLARE  
THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS SHALL  
BECOME AND ARE HEREBY MADE A PART OF ALL CONVEYANCES OF LOTS  
WITHIN THE PLAT OF PALMER CREEK SUBDIVISION, EXCEPT THE TWO  
FRONT LOTS WITH COMMERCIAL ZONING THAT ARE NOT A PART OF THIS  
DECLARATION, RECORDED IN ~~FILM VOLUME~~ PAGE Instrument #199613335  
MICROFILM RECORDS OF YAMHILL COUNTY, OREGON. AND THAT THE  
FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS SHALL BY  
REFERENCE BECOME A PART OF ANY SUCH CONVEYANCES AND SHALL APPLY  
THERE TO AS FULLY AND WITH THE SAME EFFECT AS IF SET FORTH AT  
LARGE THEREIN.

**ARTICLE I**

**PROPERTY SUBJECT TO THESE COVENANTS**

**(1) INITIAL DEVELOPMENT**

DECLARANT HEREBY DECLARES THAT ALL OF THE REAL PROPERTY DESCRIBED  
ABOVE IS HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED,  
ENCUMBERED, USED, OCCUPIED AND IMPROVED SUBJECT TO THESE  
COVENANTS.

**ARTICLE II**

**RESIDENTIAL COVENANTS**

**(1) LAND USE AND BUILDING TYPE**

ALL LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES, NO BUILDING  
SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY  
LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED  
TWO AND ONE HALF (2 1/2) STORIES OR 30' IN HEIGHT AND AN ATTACHED  
PRIVATE GARAGE FOR NOT LESS THAN TWO (2) CARS. THE FOREGOING  
Page 1 of 7

AFTER RECORDING

RETURN TO: Pacific Empire Developers  
PO Box 489  
Newberg Or 97132



PROVISIONS SHALL NOT EXCLUDE THE CONSTRUCTION OF A PRIVATE GREENHOUSE, STORAGE SHED, PRIVATE SWIMMING POOL, OR FOR THE STORAGE OF A BOAT AND/OR CAMPING TRAILER KEPT FOR PERSONAL USE, PROVIDED THE LOCATION OF USE STRUCTURES IS IN CONFORMITY WITH THE APPLICABLE MUNICIPAL REGULATIONS, AND IS COMPATIBLE IN DESIGN AND DECORATION WITH THE RESIDENCE CONSTRUCTED ON SUCH LOT.

THE PROVISIONS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT THE RIGHT OF ANY HOMEBUILDER TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION MATERIALS AND EQUIPMENT ON SAID LOTS IN THE NORMAL COURSE OF CONSTRUCTION, AND TO USE A SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR A MODEL HOME FOR THE PURPOSE OF SALES IN PALMER CREEK SUBDIVISION.

NO MANUFACTURED HOMES (MOBILE HOMES) SHALL BE PERMITTED. ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF DAYTON BUILDING AND ZONING CODES.

**(2) DWELLING SIZE AND SETBACKS**

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1200 SQUARE FEET FOR A ONE STORY DWELLING, NOR SHALL THE GROUND FLOOR LEVEL BE LESS THAN 800 SQUARE FEET FOR A TWO-STORY DWELLING. THE TOTAL LIVING LEVELS OF MULTI-LEVEL DWELLINGS SHALL NOT BE LESS THAN A TOTAL OF 1200 SQUARE FEET. THE MINIMUM BUILDING SETBACK REQUIREMENTS SHALL BE AS SET BY THE CITY OF DAYTON FOR R-1 ZONING.

**(3) EASEMENTS**

FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

**(4) NUISANCES**

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

**(5) PARKING**

PARKING OF BOATS, TRAILERS, MOTORCYCLES, ONE TON OR LARGER TRUCKS, TRUCK-CAMPERS AND THE LIKE EQUIPMENT SHALL NOT BE ALLOWED ON ANY PART OF SAID PROPERTY NOR ON PUBLIC WAYS ADJACENT THERETO EXCEPTING WHEN PARKED IN THE RESIDENTIAL DRIVEWAY FOR NOT MORE THAN SEVEN (7) CONSECUTIVE DAYS OR WITHIN THE CONFINES OF ANY ENCLOSED GARAGE, STORAGE PORT OR BEHIND A SCREENING FENCE OR SHRUBBERY WHICH SHALL IN NO EVENT PROJECT BEYOND THE FRONT WALLS OF ANY DWELLING OR GARAGE.

**(6) VEHICLES IN DISREPAIR**

NO OWNER SHALL PERMIT ANY VEHICLE WHICH IS IN AN EXTREME STATE OF



DISREPAIR TO BE ABANDONED OR TO REMAIN PARKED UPON ANY LOT OR ON THE OPEN SPACE OR ON ANY STREET FOR A PERIOD IN EXCESS OF FORTY-EIGHT (48) HOURS. A VEHICLE SHALL BE DEEMED TO BE IN AN "EXTREME STATE OF DISREPAIR" WHEN ITS PRESENCE OFFENDS THE OCCUPANTS OF THE NEIGHBORHOOD.

(7) FENCES AND HEDGES

AS DEFINED IN THIS SECTION, "FENCING" SHALL MEAN ANY BARRIER OR WALL, INCLUDING TREES AND SHRUBS. PLANTING OR SITE OBSCURING FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT IN THE FRONT YARD OR ON SIDE LOT LINES FORWARD OF THE BUILDING LINE WITH THE GREATEST SETBACK ON THE LOT OR THE ADJOINING RESIDENTIAL LOT, WITH THE EXCEPTION OF THE 15' FRONT YARD SETBACK WHICH MAY BE A MAXIMUM OF 30" IN HEIGHT. THE MAXIMUM HEIGHT OF A SITE OBSCURING FENCE LOCATED ON THE REMAINDER OF THE LOT SHALL BE SIX (6) FEET. FENCES SHALL BE WELL CONSTRUCTED OF SUITABLE FENCING MATERIALS AND SHALL NOT DETRACT FROM THE APPEARANCES OF THE DWELLING HOUSES LOCATED ON ADJACENT LOTS OR BE OFFENSIVE TO THE OWNERS OR OCCUPANTS THEREOF.

(8) SIGNS

NO SIGNS SHALL BE ERECTED ON ANY LOT EXCEPT THAT NOT MORE THAN ONE "FOR SALE" SIGN PLACED BY OWNER, THE DECLARANT OR BY A LICENSED REAL ESTATE AGENT, NOT EXCEEDING TWENTY-FOUR (24) INCHES HIGH AND THIRTY-SIX (36) INCHES LONG, MAY BE TEMPORARILY DISPLAYED ON ANY LOT. THIS RESTRICTION SHALL NOT PROHIBIT THE TEMPORARY PLACEMENT OF "POLITICAL" SIGNS ON ANY LOT BY THE OWNER, OR THE PLACEMENT OF A PROFESSIONAL SIGN BY THE DEVELOPER OR DECLARANT, WHICH MUST COMPLY WITH THE CITY OF DAYTON SIGN ORDINANCES.

(9) TEMPORARY STRUCTURES

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT ANY TIME AS A RESIDENCE WHETHER TEMPORARILY OR PERMANENTLY. TENTS USED FOR RECREATIONAL PURPOSES WILL BE LIMITED TO SEVEN (7) CONSECUTIVE DAYS.

(10) LIVESTOCK AND POULTRY

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT A MAXIMUM OF TWO (2) DOGS, AND A REASONABLE NUMBER OF CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

(11) GARBAGE AND REFUSE DISPOSAL

NO LOT OR OPEN SPACE SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT



IN SANITARY CONTAINERS AND OUT OF PUBLIC VIEW. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

(12) UTILITIES

ALL PLUMBING FACILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE PLUMBING CODE OF THE CITY OF DAYTON. NO OUTDOOR OVERHEAD WIRE OR SERVICE DROP FOR THE DISTRIBUTION OF ELECTRIC ENERGY OR THE TELECOMMUNICATION PURPOSES, NOR ANY POLE, TOWER OR OTHER STRUCTURE SUPPORTING SAID OUTDOOR OVERHEAD WIRES SHALL BE ERECTED, PLACED, OR MAINTAINED WITHIN PALMER CREEK SUBDIVISION. ALL OWNERS OF LOTS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL USE UNDERGROUND SERVICE WIRES TO CONNECT THEIR PREMISES AND THE STRUCTURES BUILT THEREON TO THE UNDERGROUND ELECTRIC OR TELEPHONE UTILITY FACILITIES PROVIDED.

(13) MAINTENANCE

ALL LOTS, AT ALL TIMES, SHALL BE KEPT IN A NEAT AND ORDERLY CONDITION FREE OF BRUSH, VINES, WEEDS, DEBRIS, AND THE GRASS THEREON CUT OR MOWED AT SUFFICIENT INTERVALS TO PREVENT CREATION OF A NUISANCE OR FIRE HAZARD.

(14) BUSINESS AND COMMERCIAL USES

NO GOODS, EQUIPMENT, VEHICLES, MATERIALS OR SUPPLIES USED IN CONNECTION WITH ANY TRADE, SERVICE OR BUSINESS SHALL BE KEPT OR STORED OUTSIDE OF THE HOUSE OR GARAGE ON ANY LOT, EXCEPTING THE RIGHT OF ANY HOME-BUILDER AND THE DECLARANT TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON SAID LOTS IN THE NORMAL COURSE OF SAID CONSTRUCTION AND TO USE ANY SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR MODEL HOME FOR THE PURPOSE OF SALES IN PALMER CREEK SUBDIVISION.

(15) LANDSCAPE COMPLETION

ALL FRONT YARD LANDSCAPING MUST BE COMPLETED WITHIN TWO (2) MONTHS FROM THE DATE OF POSTING NOTICE OF COMPLETION OR THE DATE OF OCCUPANCY OF THE RESIDENCE CONSTRUCTED THEREON, WHICHEVER OCCURS FIRST. IN THE EVENT OF UNDUE HARDSHIP DUE TO WEATHER CONDITIONS, THIS PROVISION MAY BE EXTENDED FOR A REASONABLE LENGTH OF TIME.

(16) ANTENNAS AND SERVICE FACILITIES

EXTERIOR ANTENNAS SHALL NOT BE PERMITTED TO BE PLACED UPON THE ROOF OF ANY STRUCTURE ON ANY LOT. CLOTHESLINES AND OTHER SERVICE FACILITIES SHALL BE SCREENED SO AS NOT TO BE VIEWED FROM THE STREET OR OTHER LOTS. ANTENNA SATELLITE DISHES LARGER THAN 36 INCHES IN DIAMETER ARE NOT ALLOWED ON ANY LOT.

(17) EXTERIOR MATERIALS AND FINISHES



EACH DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM SQUARE FOOTAGE PER ARTICLE II, PARAGRAPH 2, FULLY FINISHED, EXCLUDING NON-HABITABLE APPURTENANCES SUCH AS GARAGES OR ENCLOSED PORCHES.

SIDING MATERIAL SHALL BE NATURAL WOOD MATERIAL, OR HAVE THE APPEARANCE OF NATURAL WOOD, MASONRY BRICK, STONE, STUCCO, OR A COMBINATION OF THESE. MANUFACTURED WOOD SIDING IS ALLOWED. T-111 IS ALLOWED ON SIDES AND BACK OF DWELLING.

ALL ROOFING SHALL BE 25 YEAR OR BETTER COMPOSITION, TILE OR WOOD SHAKES. WINDOW FRAMES WILL BE EITHER BRONZE TONE, WHITE ALUMINUM, WOOD OR VINYL. NO MILL GRADE ALUMINUM FRAMES WILL BE PERMITTED.

THE LOCATION, COLOR, SIZE DESIGN, LETTERING AND OTHER PARTICULARS FOR PAPER DELIVERY BOXES SHALL BE SUBJECT TO APPROVAL OF THE DECLARANT.

### ARTICLE III ARCHITECTURAL CONTROL

(1) ARCHITECTURAL CONTROL SHALL BE BY THE DECLARANT. ALL PLANS AND SPECIFICATIONS OF HOUSES TO BE CONSTRUCTED IN PALMER CREEK SUBDIVISION SHALL BE APPROVED IN WRITING BY THE DECLARANT. IN THE EVENT THAT THE DECLARANT FAILS TO APPROVE OR DISAPPROVE THE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS AFTER THEY HAVE BEEN SUBMITTED, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NO TWO LOTS SHALL HAVE IDENTICAL OR NEARLY IDENTICAL ELEVATIONS AS DETERMINED BY THE DECLARANT. TWO SETS OF ARCHITECTURAL PLANS SUBMITTED TO THE DECLARANT SHALL INCLUDE:

- (A) FLOOR PLAN(S) INDICATING BUILDING DIMENSIONS AND AREAS.
- (B) BUILDING ELEVATIONS INDICATING EXTERIOR MATERIALS, COLORS, WINDOW SIZES AND LOCATIONS AND BUILDING HEIGHT OF ALL PROPOSED BUILDINGS.
- (C) PLOT PLAN INDICATING LOCATIONS OF ALL IMPROVEMENTS INCLUDING BUILDINGS, FENCING, PATIOS, DRIVES AND WALKS.

WITHIN TEN (10) DAYS OF RECEIPT OF THE PLANS AND FEE, THE DECLARANT SHALL RETURN ONE SET OF PLANS AND EITHER:

ISSUE A NOTICE OF COMPLIANCE OR NON-COMPLIANCE; ISSUE A NOTICE INDICATING CONDITIONAL APPROVAL WITH CORRECTIONS. PLANS SHALL BE SUBMITTED TO THE DECLARANT FOR A NOTICE INDICATING APPROVAL.

ANY CHANGES TO THE APPROVED PLANS SHALL BE REVIEWED BY THE



DECLARANT.

ARTICLE IV  
GENERAL PROVISIONS

(1) TERM

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL AMENDED OR REVOKED IN THE MANNER PROVIDED HEREIN. THESE COVENANTS CAN BE TERMINATED AND REVOKED OR AMENDED ONLY BY DULY RECORDING AN INSTRUMENT WHICH CONTAINS AN AGREEMENT PROVIDING FOR TERMINATION AND REVOCATION OR AMENDMENT, AND WHICH IS SIGNED BY THE OWNERS OF A MAJORITY OF THE PLATTED LOTS.

(2) ENFORCEMENT

SHOULD ANY PERSON VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE PROVISIONS OF THESE COVENANTS, ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT, INCLUDING THE DECLARANT, AT ITS OR THEIR OPTION, SHALL HAVE FULL POWER AND AUTHORITY TO PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY OF SAID COVENANTS, EITHER TO PREVENT THE DOING OF SUCH, OR TO RECOVER DAMAGES SUSTAINED BY REASON OF SUCH VIOLATION. FAILURE BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. ENFORCEMENT IS A CIVIL MATTER AND NOT THE RESPONSIBILITY OF THE CITY OF DAYTON.

(3) EXPENSES AND ATTORNEY'S FEES

IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT OF PALMER CREEK SUBDIVISION INCLUDING THE DECLARANT, SHALL BRING ANY SUIT OR ACTION TO ENFORCE THESE COVENANTS, THE PREVAILING PROPERTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND EXPENSES INCURRED BY HIM IN CONNECTION WITH SUCH SUIT OR ACTION, INCLUDING SUCH AMOUNTS AS THE COURT MAY DETERMINE TO BE REASONABLE ATTORNEY'S FEES AT TRIAL AND UPON ANY APPEAL THEREAFTER.

(4) SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

(5) LIMITATION OF LIABILITY OF DECLARANT

NEITHER DECLARANT NOR ANY OFFICER OR DIRECTOR THEREOF, SHALL BE LIABLE TO ANY OWNER ON ACCOUNT OF ANY ACTION OR FAILURE TO ACT OF DECLARANT IN PERFORMING ITS DUTIES OR RIGHTS HEREUNDER, PROVIDED THAT DECLARANT, HAS IN ACCORDANCE WITH ACTUAL KNOWLEDGE POSSESSED



BY IT, ACTED IN GOOD FAITH.

IN WITNESS WHEREOF, THE UNDERSIGNED BEING THE DECLARANT HEREIN,  
HAS HEREUNTO SET ITS HAND ON THIS 17th DAY OF July,  
1996.

PALMER CREEK SUBDIVISION

PACIFIC EMPIRE DEVELOPERS, INC.

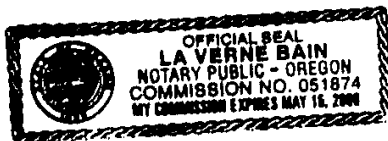
By Curtis D. Walker  
Curtis D. Walker, President

ACKNOWLEDGEMENT:

STATE OF OREGON  
COUNTY OF YAMHILL

S.S.

THIS CERTIFIES THAT ON THIS 17th DAY OF July 1996,  
1996, PERSONALLY APPEARED THE ABOVE NAMED CURTIS D. WALKER, AS  
PRESIDENT OF PACIFIC EMPIRE DEVELOPERS, INC., AN OREGON  
CORPORATION, KNOWLEDGES THE FOREGOING INSTRUMENT TO HIS VOLUNTARY  
ACT AND DEED.



Laverne Bain  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: 5/15/00



**Access Easement**

Date: November 20, 1996

**RECITALS**

The Planning Commission of the City of Dayton (City) on November 19, 1993, approved with conditions a subdivision known as the Palmer Creek Subdivision (Subdivision) and located on Ferry Street across from 7th Street in the City.

The owner of the Subdivision has accepted all of those conditions.

Condition number 6 requires the developer of the Subdivision to construct an all weather drive access to the Palmer Creek Sewer Pump Station.

In compliance with Condition 6, Pacific Empire Developers, Inc., (Grantor) conveys to the City of Dayton, its successors and assigns (Grantee), a perpetual nonexclusive easement to use a strip of land 15 feet wide along both the northern and southern borders of the property of Grantor and more specifically described as follows:

**Lot 48, Palmer Creek Subdivision**

The northeasterly to northwesterly 5.00 feet along the entire length of Lot 48 of Palmer Creek Addition to the City of Dayton, Yamhill County, Oregon.

**Lot 49, Palmer Creek Subdivision**

The southeasterly to southwesterly 10.00 feet along the entire length of Lot 49, of Palmer Creek Addition to the City of Dayton, Yamhill County, Oregon.

**TERMS**

1. Grantor shall construct upon the easement strip a road subject to such standards as may be approved by the City Engineer.
2. Grantee, its agents, independent contractors and invitees shall use the easement strip for access to the property described in paragraph 6. To the extent Grantor has failed to do so, Grantee may construct, reconstruct, maintain and repair the road and impose any such costs on Grantor's real property described herein. Grantee shall, at its own expense, maintain and repair the road.
3. Grantor reserves the right to use the road located upon the easement strip for purposes of access to its real property known as Lots 49 and 48 of the Subdivision and shown on Attachment A to this easement.

Recorded in Official Yamhill County Records  
CHARLES STERN, COUNTY CLERK

25.00

199620270 1:31pm 12/12/96

001 040453 10 04 000201  
1 0 D13 3 15.00 10.00 0.00 0.00 0.00 0.00

1/3

12-12-96

Key → 21-mile



*City of Dayton Public Utility & Access Easement  
Palmer Creek Subdivision  
Page 2 of 2*

4. This easement is appurtenant to the real property owned by the Grantee and described below in paragraph 6.
5. This easement shall be perpetual. No period of non-use by Grantee shall constitute abandonment of the easement.
6. Following is a description of Grantee's property to which this easement is appurtenant:

Beginning at the Northwestern Corner of Lot 48 of Palmer Creek Addition to the City of Dayton, Yamhill County, Oregon; thence North 49° 36' 14" East 60.03 feet to the Southwesterly Corner of Lot 49, of said Palmer Creek Addition; thence North 38° 38' 11" West along the Southwesterly line of said Lot 49, 19.00 feet; thence South 51° 21' 49" West along the Southeasterly line of lot 51 of Palmer Creek Addition to a point that is North 38° 38' 11" West from the place of beginning; thence South 38° 38' 11" East to the place of beginning.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

*Curtis D. Walker* PRESIDENT  
Grantor Pacific Empire Developers, Inc.

*Georgia M. Windisch*  
Grantee

CONTRACTACCESS.EAS

2/3

12-12-96



STATE OF OREGON  
County of Yamhill

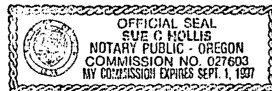
Before me this 22nd day of November 1996, personally appeared  
Curtis D. Walker as President of Pacific Empire Developers, Inc.,  
an Oregon corporation and acknowledged the foregoing instrument  
to be his voluntary act and deed.



*La Verne Bain*  
Notary Public  
Commission Expires: 5-15-00

STATE OF OREGON  
County of Yamhill

Before me this 11<sup>th</sup> day of December 1996, personally appeared Georgia M  
Windish, Mayor, City of Dayton, and acknowledged the foregoing instrument  
to be her voluntary act and deed.



*Eve C. Hollis*  
Notary Public  
Commission Expires: 09-01-97

3/3

12-12-96



FIRST AMERICAN 3381162

Pacific Empire Developers, Inc  
901 N Brutscher St. Ste 201  
Newberg, Oregon 97132  
Grantors' Name and Address

Kay L. Ludwick  
710 Elizabeth Ct.  
Dayton, Oregon 97114  
Grantee's Name and Address

After recording, return to:  
Pacific Empire Developers, Inc.  
901 N. Brutscher St. Ste 201  
Newberg, Oregon 97132

Yamhill County Official Records	<b>202005893</b>
DMR-EDMR	<b>04/13/2020 11:46:00 AM</b>
Stn=1014 JENSENC	
6Pgs \$30.00 \$11.00 \$5.00 \$60.00	<b>\$106.00</b>

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Brian Van Bergen - County Clerk

### FENCE AND LANDSCAPE EASEMENT

**THIS AGREEMENT** made and entered into on 16<sup>th</sup> day of April 2020, by and between Pacific Empire Developers, Inc., herein called Grantors, and Kay L. Ludwick herein called Grantees, WITNESSETH:

WHEREAS: Grantors are the record owners of the following described real property in Yamhill County, Oregon:

**SEE EXHIBIT A**

and have the unrestricted right to grant the easement hereinafter described relative to the real estate.

WHEREAS: Grantees are the record owner of the following described real property in Yamhill County, Oregon:

**SEE EXHIBIT B**

NOW, THEREFORE, in consideration of \$1.00 and other valuable consideration, receipt of which is acknowledged by Grantors. Grantors hereby grant, assigns and sets over to Grantees an easement to maintain a private fence and landscape across the following described real property:

**SEE EXHIBIT C AND D**

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged, for which Grantors are blameless, shall be the responsibility of Grantees. The maintenance of the sidewalk shall be the responsibility of the Grantee.

Except as to the rights herein granted, Grantors shall have the full use and control of their above described real estate.

Grantees agree to save and hold Grantors harmless from any and all claims of third parties arising from Grantees' use of the rights herein granted.

This instrument shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument on the date state above; any signatures on behalf of a business or other entity is made with the authority of that entity.



GRANTORS:

Curt D. Walker, PRESIDENT  
Pacific Empire Developers, Inc.

STATE OF OREGON, County of Yamhill ) ss.

This instrument was acknowledged before me on 4-6-2020  
by Curt Walker  
as President  
of Pacific Empire Developers



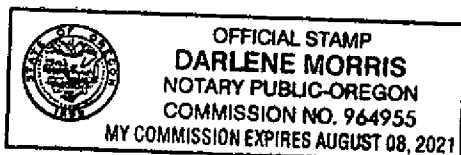
[Signature]  
Notary Public for Oregon  
My Commission Expires: 8-8-2021

GRANTEES:

Kay L. Ludwick  
Kay L. Ludwick

STATE OF REGON, County of Yamhill ) ss.

This instrument was acknowledged before me on this 10<sup>th</sup> day of April, 2020, by Kay L. Ludwick



[Signature]  
Notary Public for Oregon  
My Commission Expires: 8-8-2021



## EXHIBIT A

Lot 48, PALMER CREEK ADDITION to the City of Dayton, County of Yamhill



## EXHIBIT B

**Lot 47, PALMER CREEK ADDITION, to the City of Dayton, Yamhill County, Oregon.**



Exhibit c

RENEWS 31 DECEMBER 2020

Leland MacDonald & Assoc.  
3765 Riverside Drive  
McMinnville, OR 97128  
Phone: 472-7904  
Fax: 472-0367



20 March 2020

Description of Real property for: JDC HOMES, LLC – Portion of Lot 48 for landscape easement area to Ludwick.

A tract of land located in Section 20, Township 4 South, Range 3 West of the Willamette Meridian in a portion of Lot 48 of PALMER CREEK ADDITION to the City of Dayton, Oregon, and being more particularly described as follows:

Beginning at an iron rod marking the most easterly corner of said Lot 48; thence South  $51^{\circ}21'49''$  West 21.79 feet to a point on the southeasterly line of said Lot 48; thence leaving said lot line North  $39^{\circ}17'01''$  West 7.26 feet on a northwesterly extension of an existing wood fence to the southerly margin of Elizabeth Court cul-de-sac, being a point on a non-tangent curve concave to the north and having a radius of 50.00 feet; thence 23.25 feet easterly along said margin and said curve, the chord of which bears North  $69^{\circ}42'58''$  East 23.04 feet to the Point of Beginning, containing 58 square feet of land, more or less, as shown on a map attached hereto and made a part thereof.

END OF DESCRIPTION



# Exhibit Map for :

## JDC HOMES, LLC

Location: NE 1/4 Section 20, T. 4 S., R. 3 W.,  
WM., Lot 48 of PALMER CREEK ADDITION, City  
of Dayton, Yamhill County, OR

Tax Lot: 4320AB - 1400

Date: 25 FEBRUARY 2020

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S 51°21'49" W	21.79'
L2	N 39°17'01" W	7.26'
L3	S 51°21'49" W	59.70'

A LOT  
51

FOUND 5/8" IRON  
ROD, BAD CAP

FOUND 5/8" IRON  
ROD, BAD CAP

LOT 48  
JDC HOMES, LLC  
TAX LOT 4320AB - 1400

TAX LOT 4320AB - 1400

FOUND 5/8" IRON  
ROD, "CHASE  
JONES"

FOUND 5/8" IRON  
ROD, "CHASE JONES"

TRACT "A"  
CITY OF  
DAYTON

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
January 16, 2002  
IRELAND A. MACDONALD  
53226

Renews 31 December 2020

### Legend

- = MONUMENT FOUND, FLUSH TO 0.2' DOWN, IN GOOD CONDITION UNLESS OTHERWISE STATED. ORIGIN STATED IF KNOWN.
- ◇— = WOOD FENCE

ELIZABETH COURT

FOUND 5/8" IRON ROD,  
BENT  
CURB

FOUND 5/8" IRON ROD,  
"CHASE JONES" SITE  
BENCHMARK AT 130.05'

$\Delta=26^{\circ}38'46"$   
 $R=50.00'$   
 $L=23.25'$   
 $CH=N 69^{\circ}42'58" E$   
23.04'

58 SQ. FT.

$\Delta=114^{\circ}55'32"$   
 $R=50.00'$   
 $L=100.29'$   
 $CH=S 39^{\circ}29'53" E$   
84.30'

FOUND 5/8" IRON ROD,  
"MATT DUNKEL LS 1942"  
MOST EASTERLY  
CORNER LOT 48

LOT 47  
LUDWICK

TAX LOT 4320AB - 1300

15' WIDE STORM SEWER  
EASEMENT PER PLAT

#9155





SEE MAP 4 3 20



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



# PALMER CREEK ADDITION

SITUATED IN THE SOUTH 1/2 OF SECTION 17 AND THE NORTH 1/2 OF SECTION 20, T. 4 S., R. 3 W., M. M.

CITY OF DAYTON

YAMHILL COUNTY, OREGON

## LEGEND:

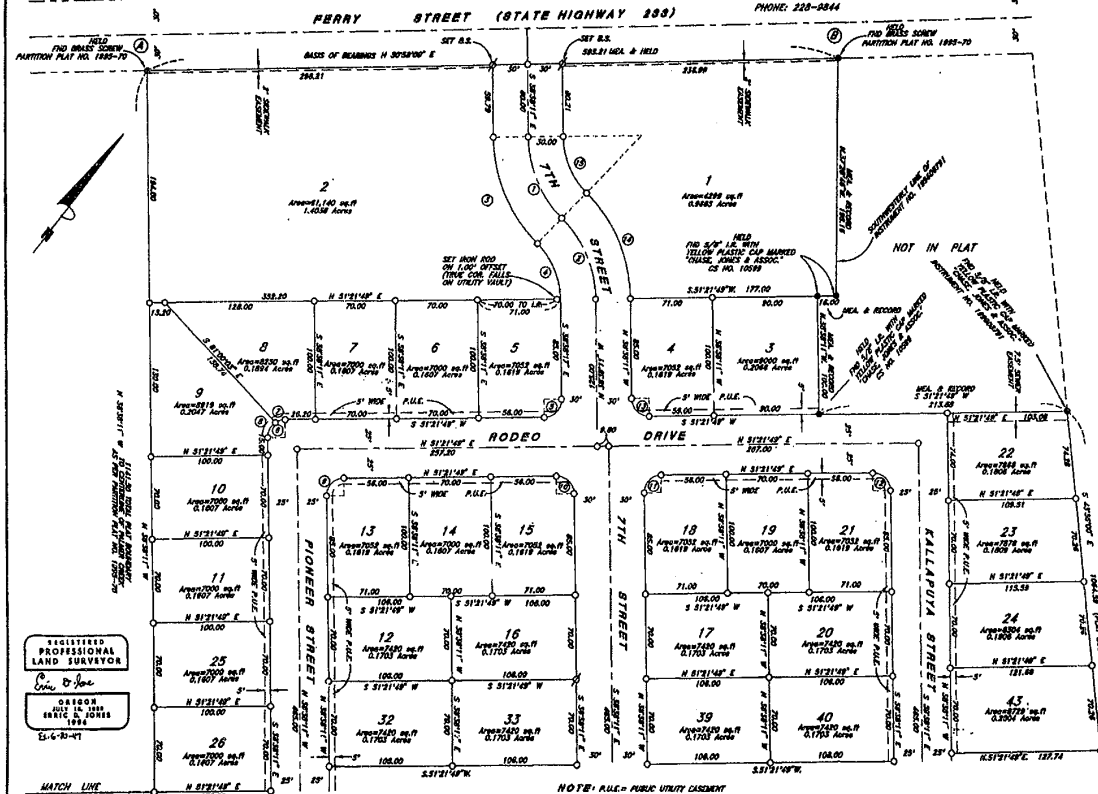
- = FIND MONUMENT AS SHOWN
- = SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "CHASE, JONES & ASSOC."
- ⊙ = SET BRASS SCREW (L.S.) WITH WARDEN STAMPED L.S. 1406

SURVEYED: JULY 2, 1995  
SCALE: 1" = 30'  
JOB NO. 8330

BY: CHASE, JONES & ASSOCIATES, INC.  
1300 S.W. 12TH AVENUE  
PORTLAND, OREGON  
PHONE: 238-3844

## CURVE DATA

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NOTE: P.U.E. = PUBLIC UTILITY EASEMENT

SHEET 1 OF 4

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

C. Jones  
D. Jones

DAYTON  
BRIDGE ST. 1008  
1994

LS-6-30-47



# PALMER CREEK ADDITION

SITUATED IN THE SOUTH 1/2 OF SECTION 17 AND THE NORTH 1/2 OF SECTION 20, T. 4 S., R. 3 W., N. 16.

CITY OF DAYTON

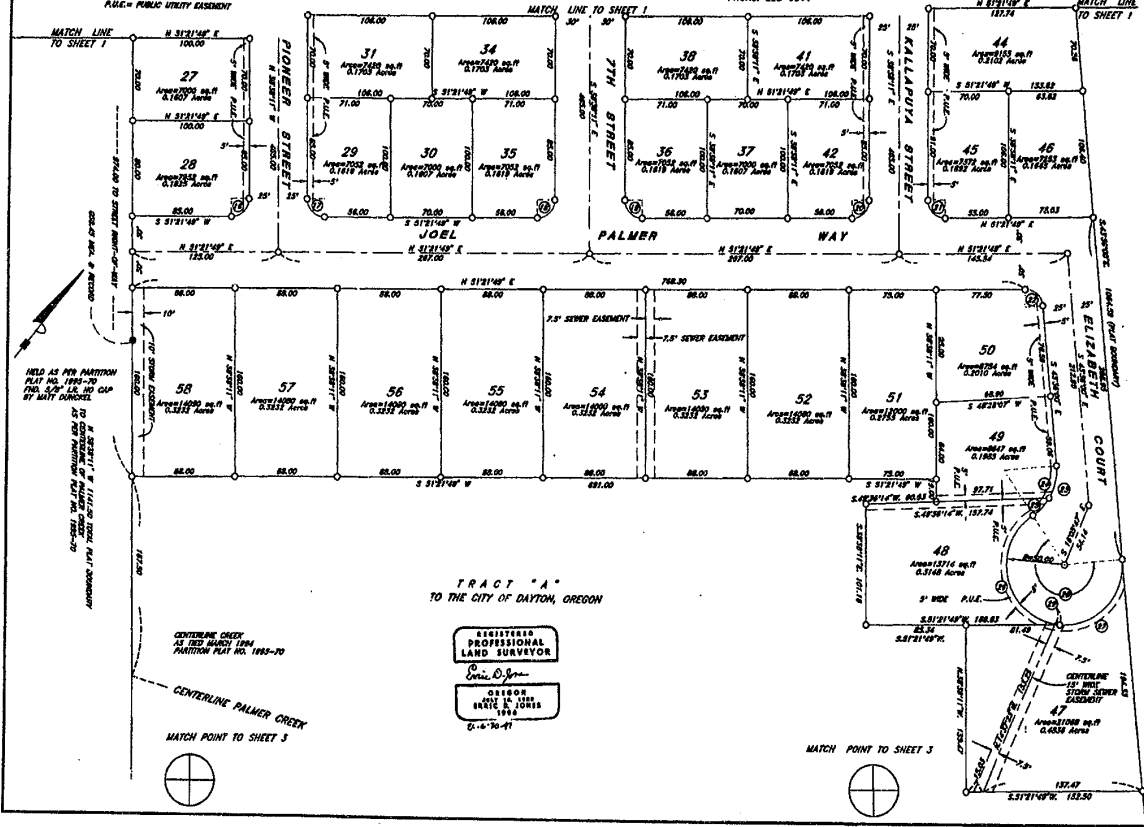
YAMHILL COUNTY, OREGON

SURVEYED: JULY 2, 1995  
SCALE: 1" = 30'  
JOB NO. 9350

BY: CHASE, JONES & ASSOCIATES, INC.  
1300 S.W. 12TH AVENUE  
PORTLAND, OREGON  
PHONE: 228-9844

## LEGEND:

- = SET 6" BY 6" MON. WITH YELLOW PLASTIC CON. MARKED "CHASE, JONES & ASSOCIATES"
- = FOUND MONUMENT
- P.U.E. = PUBLIC UTILITY EASEMENT



## CURVE DATA

- ① D=80' 00' 00"  
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R=16.00'  
L=104.50'  
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- ㊿ D=80' 00' 00"  
R=16.00'  
L=104.50'  
LC=15.51'  
CON= 083140° W



## PALMER CREEK ADDITION

SITUATED IN THE SOUTH 1/2 OF SECTION 17 AND THE NORTH 1/2 OF SECTION 20, T. 4 S., R. 3 W., N. M.

CITY OF DAYTON

YAMHILL COUNTY, OREGON

SURVEYED: JULY 2, 1998  
SCALE: 1" = 50'  
JOB NO. 9330REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

D. J. Jones

EXPIRATION  
DATE: 12/31/01  
1998  
C.L.S. 70-97BY: CHASE, JONES & ASSOCIATES, INC.  
1580 S.W. 12TH AVENUE  
PORTLAND, OREGON  
PHONE: 258-8844TRACT "A"  
TO THE CITY OF DAYTON, OREGONCONTINUATION  
OF TRACT  
AS 1820 MARCH 1893

MATCH POINT TO SHEET 2



MATCH POINT TO SHEET 2



CENTERLINE PALMER CREEK

PORTION CONVEYED TO  
LAMBERT MILLER  
AUG. 28, 1924  
BOOK 39, PAGE 844

## LEGEND:

- = FIND MONUMENT AS SHOWN
- = SET 3/4" IRON ROD WITH YELLOW PLASTIC CAP LABELED "CHASE, JONES & ASSOC."
- = SET BRASS SCREW (N.E.)

SHEET 3 OF 4









After recording return to:  
Pacific Empire Developers Inc.  
901 N BRUTSCHER ST STE 201  
NEWBERG, OR 97132

File No.: 1032-3381162 (kd)  
Date: January 31, 2020

Map/Tax Lot # **R4320AB 01400**  
Tax Account #**506170**

THIS SPACE RESERVED FOR RECORDER'S USE

Yamhill County Official Records **202006132**  
**DMR-DTDMR**  
Stn=1014 JENSENC **04/15/2020 02:16:00 PM**  
5Pgs \$25.00 \$11.00 \$5.00 \$60.00 **\$101.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify  
that the instrument identified herein was recorded in the Clerk  
records.

Brian Van Bergen - County Clerk

### **TRUST DEED** *(Assignment Restricted)*

THIS DEED OF TRUST, made this **10th of April, 2020**, between **Vincent Baker and Renee Baker, as tenants by the entirety**, as GRANTOR, and **First American Title**, as TRUSTEE, and **Pacific Empire Developers Inc.**, as BENEFICIARY.

**WITNESSETH:** Grantor irrevocably conveys to Trustee in trust, with power of sale, certain real property in **Yamhill County, Oregon**, described as:

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

**Lot 48, PALMER CREEK ADDITION to the City of Dayton, County of Yamhill and State of Oregon.**

Together with all tenements, hereditaments and appurtenances, including easements, and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues, and profits thereof, together with all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of **Seventy Two Thousand Four Hundred dollars (\$72,400.00)**, with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **December 31, 2021**.

**Note:** The Trust Deed Act provides that the Trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.505 to 896.585.

**\*WARNING:** 12 USC 1701/-S regulates and may prohibit exercise of this option.



In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without first having obtained the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

**Grantor agrees:**

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement therein; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement, which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.

3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said property against loss or damage by fire and other hazards as the Beneficiary may require, in an amount not less than **\$72,400.00**, written by companies acceptable to the Beneficiary, with loss payable to Beneficiary; proof of insurance shall be delivered to the Beneficiary as soon as issued.

4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipt of payment to Beneficiary.

6. Should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations of Grantor, described in paragraphs 7 and 8 of this Trust Deed section, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property herein before described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

7. To pay all costs, fees and expenses of this trust including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation together with trustees' and attorneys' fees actually incurred.

8. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including evidence of title and the Beneficiary's or Trustee's attorneys' fees. The amount of attorneys' fees mentioned in this paragraph 7 above in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorneys' fees on such appeal.

**The parties mutually agree:**

1. In the event that any portion of the property is taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorneys' fees, both in the trial and appellate courts, necessarily paid or



incurred by Beneficiary in such proceedings, be applied upon the indebtedness secured hereby; and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon Beneficiary's request.

2. Upon any default by Grantor hereunder, Beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name, sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees upon any indebtedness secured hereby, in such order as Beneficiary may determine.

3. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

4. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement contained hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this trust deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the said described real property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.809.

5. The Grantor and those persons authorized by ORS 86.778 may cure any default(s) 5 days before the date the Trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance and the payment of all costs and expenses actually incurred in enforcing the obligations of this Trust Deed, including, but not limited to, trustees' and attorneys' fees as authorized by law.

In the absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with paragraph 4 herein and as authorized and required by applicable law.

6. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interest may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.

7. Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor trustee appointed hereunder. Upon such an appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

The Grantor covenants to and agrees with the Beneficiary and the Beneficiary's successors in interest that the Grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title



thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the Grantor will warrant and forever defend the same against all persons whomsoever.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this deed and whenever the context so requires the singular number includes the plural.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

Vincent Baker  
Vincent Baker

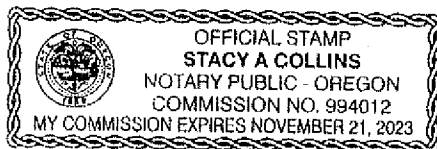
Renee Baker  
Renee Baker

STATE OF Oregon )  
County of Yamhill ) ss.  
Marion )

This instrument was acknowledged before me on this 15 day of April, 2020  
by **Vincent Baker and Renee Baker.**

Notary Public for Oregon

My commission expires: 1-28-23





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**REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)**

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TO: , Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same.

Mail Reconveyance to:

Dated: \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Beneficiary

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee before cancellation before reconveyance is made.**





After recording return to:  
Vincent Baker and Renee Baker  
2361 Westfarthing Way NW  
Salem, OR 97304

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Vincent Baker and Renee Baker  
2361 Westfarthing Way NW  
Salem, OR 97304

File No.: 1032-3381162 (kd)  
Date: January 14, 2020

THIS SPACE RESERVED FOR RECORDER'S USE

Yamhill County Official Records **202006131**  
**DMR-DDMR**  
Stn=1014 JENSENC **04/15/2020 02:16:00 PM**  
2Pgs \$10.00 \$11.00 \$5.00 \$60.00 **\$86.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify  
that the instrument identified herein was recorded in the Clerk  
records.

Brian Van Bergen - County Clerk

### STATUTORY WARRANTY DEED

**Pacific Empire Developers, Inc.**, Grantor, conveys and warrants to **Vincent Baker and Renee Baker as tenants by the entirety**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

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

**Lot 48, PALMER CREEK ADDITION to the City of Dayton, County of Yamhill and State of Oregon.**

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$79,900.00**. (Here comply with requirements of ORS 93.030)

3381162  
FIRST AMERICAN TITLE



APN: 506170

Statutory Warranty Deed  
- continued

File No.: 1032-3381162 (kd)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 10 day of April, 2020.

Pacific Empire Developers Inc.

By: Curtis D. Walker  
Name: Curtis D. Walker  
Title: President

STATE OF Oregon )  
County of Yamhill ) ss.  
)

This instrument was acknowledged before me on this 10 day of April, 2020  
by Curtis D. Walker as President of Pacific Empire Developers Inc., on behalf of the .



Keeley Driscoll  
Notary Public for Oregon  
My commission expires: 3-24-23