

AFTER RECORDING RETURN TO:
MATT DUNCKEL
3765 RIVERSIDE DR
MCMINNVILLE, OR 97128

JAN COLEMAN, COUNTY CLERK

20060201



00255069200600282010050051

\$46.00

12/08/2006 03:19:36 PM

DMR-AGRDMR Cnt=1 Stn=2 KENTV

\$25.00 \$10.00 \$11.00

ROAD DEVELOPMENT AGREEMENT

THIS AGREEMENT is made the last date set forth adjacent to the signatures of the parties below by and between BERNARD L. DIEFFENDERFER ("Developer") and Yamhill County, Oregon, acting through its Director of Public Works and Director of Planning and Development ("County").

RECITALS

A. Developer has applied to the Yamhill County Department of Planning and Development for preliminary approval for a partition of Tax Lot No. 5629-201, Planning Docket No. P-26-06. Subject to the satisfaction of certain stated conditions in the Notice of Preliminary Approval, the Planning Director has granted preliminary approval for the partition.

B. Prior to final approval of the partition plat, the County Engineer must determine that the developer has met one of the two following requirements of Section 13.000 of the Yamhill County Land Division Ordinance, No. 497, as amended by Ordinance 529 ("the LDO"):

1. All road improvements or construction required by the LDO and the Standards and Specifications for Road Construction in Yamhill County, Oregon ("the Road Construction Standards") have been completed and approved, or

2. A performance agreement or improvement agreement has been submitted to the County Engineer pursuant to Section 13.000 of the LDO and has been approved by the Director of Public Works, which specifies the period within which any access easement and other roadway improvements shall be completed.

C. Developer has not completed all roadway improvements required by the preliminary partition approval, the LDO and the Road Construction Standards. Developer desires to enter into this Road Construction Agreement in accordance with Section 13.000 of the LDO in order to allow the County Engineer to grant final approval of the partition plat. Developer is willing to agree that the Department of Planning and Development shall not issue a building permit for a parcel created by this partition until the County Engineer has certified that all access easements and other roadway improvements identified on the partition plat to serve any parcel created by this partition have been completed.

D. County is willing to enter into this agreement so long as Developer agrees that the Department of Planning and Development shall not issue a building permit for a parcel created by this partition until the County Engineer has certified that all access easements and other roadway improvements identified on the partition plat to serve any parcel created by this partition have been completed.

AGREEMENT: Based on the mutual covenants contained below, the parties agree as follows:

1. Developer shall complete, to the sole satisfaction of the County Engineer, construction of all access easements and other roadway improvements identified on the partition plat in accordance with the requirements of Section 6 of the LDO and the Road Construction Standards. All access easements and other roadway improvements identified on the partition plat shall be constructed and approved by the County Engineer before the Department of Planning and Development may issue a building permit for a parcel created by this partition.

2. County shall have no responsibility to maintain any public or private roads within the partition. It shall be the responsibility of Developer or any benefitted property owners to maintain any public or private roads within the partition.

3. The County Engineer shall approve the partition plat upon execution of this agreement by the parties and acceptance of this agreement by the Board of Commissioners. Prior to written approval of the partition plat, the County Engineer shall place the following notation on the face of the partition plat:

"Important Notice: This property is subject to a road development agreement dated _____, 20____, which may be binding on successor property owners. The road development agreement was recorded in the real property records of the Yamhill County Clerk on _____, 20____, instrument number 20____, and should be reviewed by all interested parties."

4. Upon satisfaction of Section 3 of this agreement and the Developer's satisfaction of the remaining conditions of partition plat approval, the Planning Director shall approve the plat.

5. County's Department of Planning and Development shall not issue a building permit for a parcel created by this partition until the County Engineer issues written certification that Developer has completed, in accordance with Section 6 of the LDO and

the Road Construction Standards, all access easements and other roadway improvements identified on the partition.

6. This agreement shall be binding upon the Developer and its successors, and may be amended only by a written document executed by the parties.

7. In any proceeding, judicial or otherwise, to enforce the terms of this agreement, each party shall be solely responsible for all of its own costs, including attorney fees.

DEVELOPER

COUNTY

B. L. Diefenderfer
(signature)

Date: 8-29-06

BERNARD L. DIEFENDERFER
(printed name)

OWNER
(title)

Tax ID No. 566361991

William A. Gille
WILLIAM A. GILLE, Director

Department of Public Works

Date: 8/29/06

Michael Brandt
MICHAEL BRANDT, Director

Department of Planning & Development

Date: 8-30-06

APPROVED AS TO FORM:

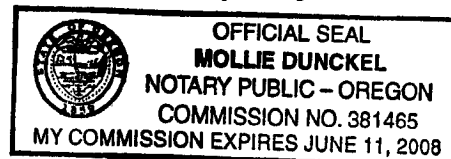
By: John M. Gray, Jr.
JOHN M. GRAY, JR.
Yamhill County Counsel

STATE OF OREGON)

COUNTY OF Yamhill) ss.

The foregoing instrument was personally acknowledged before me on the 29th
day of Aug, 2006, by Bernard L Diefenderfer

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Mollie Dunckel
ROAD CONSTRUCTION AGREEMENT

Matt Dunckel & Assoc.
Land Surveyors
3765 Riverside Drive
McMinnville, OR 97128
Phone: 503-472-7904
Fax: 503-472-0367
E-Mail: matt@dunckelassoc.com

Date: 2 Dec. 2006

DIEFENDERFER – Legal Description of Road Easement
for Road Development Agreement

A 30 foot wide access and utilities easement in Section 32, Township 5 South, Range 6 West, Yamhill County, Oregon, the centerline of which is more particularly described as follows:

Beginning at a the northeast corner of Parcel 1 of Yamhill County Partition Plat 2006-68; thence North $00^{\circ}02'50''$ West 30.00 feet; thence North $89^{\circ}57'10''$ East 16.57 feet; thence North $00^{\circ}45'55''$ West 411.05 feet; thence East 292.81 feet; thence North $00^{\circ}57'25''$ West 30.00 feet; thence West 322.71 feet; thence South $00^{\circ}45'55''$ East 471.08 feet to the north line of said Parcel 1; thence North $89^{\circ}57'10''$ East 13.06 feet along said north line to the point of beginning.

PARTITION

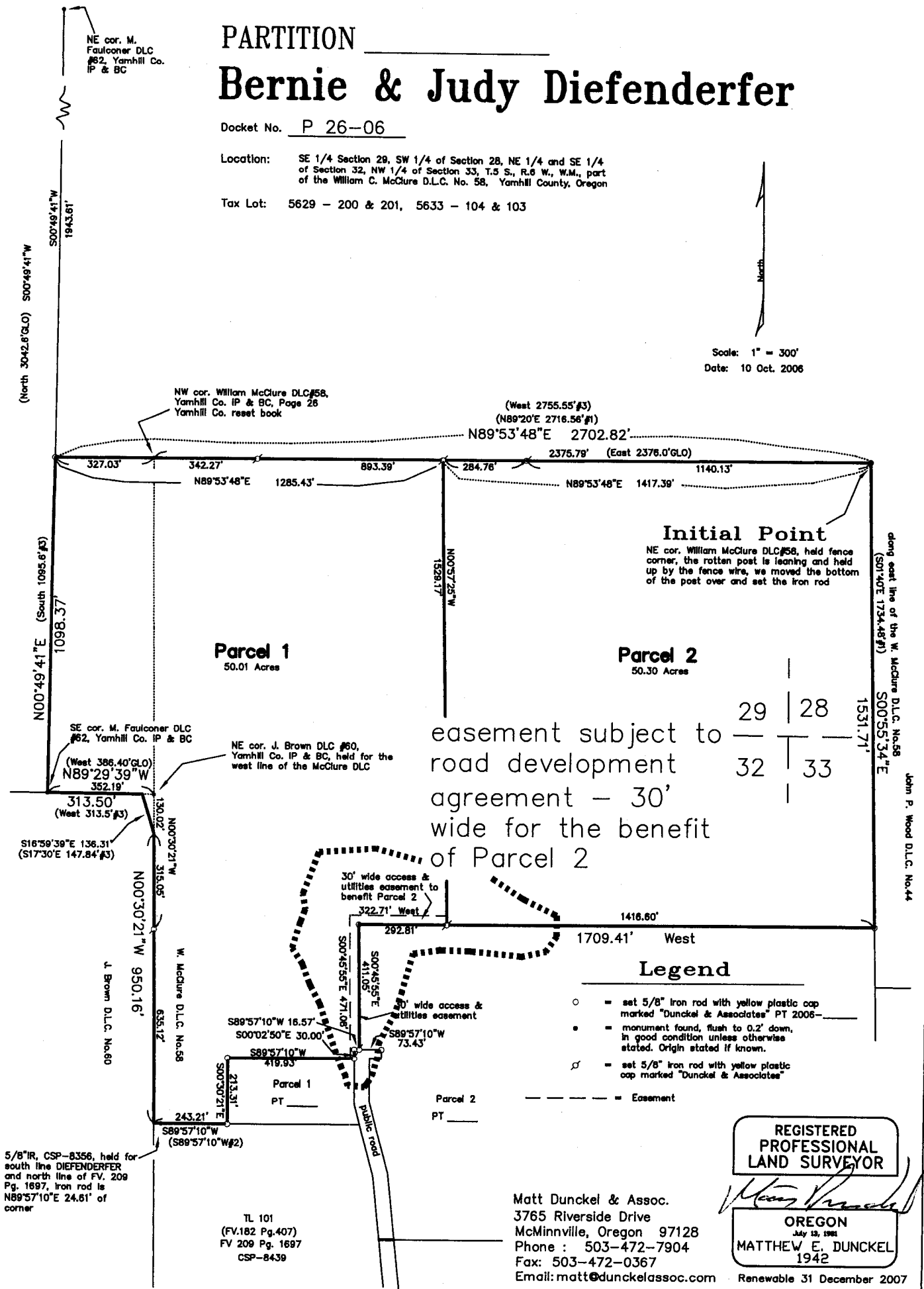
Bernie & Judy Diefenderfer

Docket No. P 26-06

Location: SE 1/4 Section 28, SW 1/4 of Section 28, NE 1/4 and SE 1/4 of Section 32, NW 1/4 of Section 33, T.5 S., R.6 W., W.M., part of the William C. McClure D.L.C. No. 58, Yamhill County, Oregon

Tax Lot: 5629 - 200 & 201, 5633 - 104 & 103

Scale: 1" = 300'
Date: 10 Oct. 2006



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Matt Dunckel
OREGON
July 13, 1981
MATTHEW E. DUNCKEL
1942

Matt Dunckel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone : 503-472-7904
Fax: 503-472-0367
Email: matt@dunckelassoc.com

Renewable 31 December 2007

5639-2

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