

Sewer
Line

Northwood Park SD
to Villa Rd

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1102
SEWER EASEMENT AGREEMENT

paid 15
25.15
11/21-72
mug

KNOW ALL MEN BY THESE PRESENTS, that FRIENDSVIEW MANOR

hereinafter called "Grantors", in consideration of the sum of FIVE

HUNDRED AND FIVE DOLLARS and 15/100 (\$ 505.15)
Dollars, and other valuable consideration to them paid by the CITY OF NEWBERG,
OREGON, hereinafter called "Grantee", the receipt of which is hereby acknowledged,
do grant, release, and convey to the CITY OF NEWBERG, OREGON, a municipal
corporation, its successors and assigns forever, a perpetual and permanent ease-
ment over, under and through the following described real property for the
purpose of constructing, using, replacing, and maintaining a sanitary sewer,
tributary connections, and appurtenant work in any part of said easement,
including their right to claim, repair, replace and care for said sewer facil-
ities, together with the right of access to said sewer facilities, together
with the right of access to said easement over said easement for said purposes;
said easement is described as follows:

A strip of land 40 feet in width for construction purposes, thereafter
a strip of land 20 feet in width lying 10 feet on each side of the
following described centerline: Beginning at a point South 1103.90 feet
and West 831.43 feet from the Northeast corner of the D. D. Deskins
Donation Land Claim in Section 17, of Township 3 South, Range 2 West
of the Willamette Meridian in Yamhill County, Oregon; thence North 9°
19' East 235.8 feet; thence North 38° 45' East 284.1 feet; thence North
23° 58' East; 219.1 feet; thence North 7° 23' East 210.3 feet; thence
North 29° 08' East 302.0 feet; thence South 85° 38' East 156.90 feet;
thence South 84° 55' East 198.34 feet; thence South 84° 55' East 141.51
feet; thence North 69° 52' East 218.10 feet, thence South 85° 06' East
186.46 feet; thence South 89° 30' East 238.40 feet to the end of project.

1. Grantors, their heirs and assigns, hereby release the City of
Newberg, its agents and employees, assigns, and successors of any and all
liability for damage to the remaining lands resulting from this conveyance and
construction and maintenance of said easement.
2. The rights granted herein shall not be construed to interfere with
or restrict use of the premises by grantors, their heirs or assigns, with respect
to the construction and maintenance of property improvements along and adjacent
to the premises herein described, so long as the same are so constructed as to
not impair or interfere with the use and maintenance of said sewer.
3. That grantee shall fill all excavations as soon as practicable after
opening, dispose of all brush and debris, and replace in like condition all
improvements, trees, ornamental shrubs and crops, if practicable, and as soon
as practicable after damage or destruction, but if not practicable, then to
pay grantors, their heirs and assigns, the reasonable value thereof.

To have and to hold said premises to said grantee, the City of Newberg,
Oregon, its successors and assigns forever for the use and purpose hereinabove
described.

DATED this 20th day of November, 19 72.

FRIENDSVIEW MANOR

by

John H. Meeker

by

Charles C. Beale

FILE 3-11 (P)

STATE OF OREGON)
) ss
County of Yamhill)

November 20, 1972

Personally appeared the above named John W. Meeker and
Charles A. Beale, and acknowledged that the
foregoing instrument to be (their) voluntary act and deed.

Mrs. Helen L. Pratt
Notary Public for Oregon

My Commission expires Nov. 30, 1973