

EASEMENT

Dated this 10th day of October, 1989.

In consideration of the sum of \$-0- and other valuable consideration, Newberg School District No. 29J, herein called Grantor, conveys to the City of Newberg, a municipal corporation, hereinafter called Grantee, a temporary construction easement over, under and through the following described real property for the purposes of constructing, installing, using, repairing and maintaining a water line for the purpose of conveying water across and under said grantors property as follows:

A strip of land in the Northeast quarter of Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

Said strip of land being a permanent easement 15.00 feet wide and being 7.50 feet on both sides of the following described centerline, and a temporary construction easement being 40.00 feet wide and lying 20.00 feet on both sides of the following described centerline.

Beginning at a point that is S3°47'12"W 481.79 feet from the centerline intersection of Douglas Avenue and Deborah Road in the City of Newberg and being on the West line of Deborah Road; thence N89°26'17"W 329.30 feet; thence S45°33'43"W 271.64 feet; thence N83°18'47"W 285.50 feet to the centerline of an 8" cast iron water line.

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose hereinabove described.

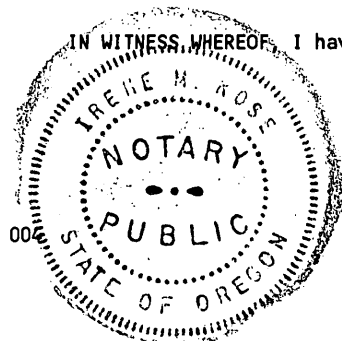
It is further understood that:

1. The Grantor hereby releases 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 Grantor, 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 access and utilities hereinabove authorized.
3. Said temporary construction easement shall become null and void on December 31, 1990.

H. Wesley Smith
H. Wesley Smith

STATE OF OREGON)
) ss.
County of Yamhill)

THIS CERTIFIES that on this 10th day of October, 1989,
before me, the above signed, personally appeared H. Wesley Smith
and acknowledged the foregoing instrument to be his voluntary act and deed.



Irene M. Rose
Notary Public for Oregon
My Commission expires: 8/19/92

STATE OF OREGON)
) ss. 50
County of Yamhill) 10W
I hereby certify that the
within was received and duly
recorded by me in Yamhill
County records:
CHARLES STERN, COUNTY CLERK
Charles Stern
09436

YAMHILL COUNTY
McMinnville, Oregon
OFFICIAL RECEIPT

Received of City of Newberg Date 10-13 1989

Cash	Check ☒	Amount
Recording Description		
9434	Easement	5.00
9435	Easement	5.00
9436	Easement	5.00
		15.00
	Surf fee	30.00
TOTAL RECEIPT		45.00

CHARLES STERN, County Clerk
by M. Gabriel
Deputy

Receipt #R 43078

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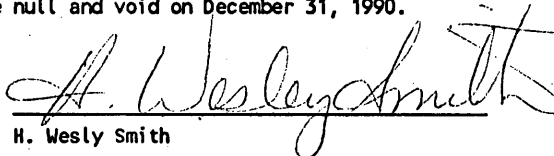
Said strip of land being a permanent easement 15.00 feet wide and being 7.50 feet on both sides of the following described centerline, and a temporary construction easement being 40.00 feet wide and lying 20.00 feet on both sides of the following described centerline.

Beginning at a point that is S3°47'12"W 481.79 feet from the centerline intersection of Douglas Avenue and Deborah Road in the City of Newberg and being on the West line of Deborah Road; thence N89°26'17"W 329.30 feet; thence S45°33'43"W 271.64 feet; thence N83°18'47"W 285.50 feet to the centerline of an 8" cast iron water line.

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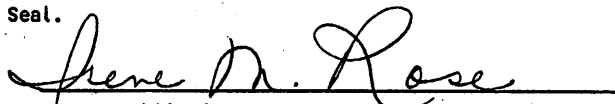
1. The Grantor hereby releases the City of Newberg, its agents and employees, assigns and successors of any and all liability for damage to the remaining lands resulting from this conveyance and construction and maintenance of said easement.
2. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor, 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 access and utilities hereinabove authorized.
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H. Wesley Smith

STATE OF OREGON)
) ss.
County of Yamhill)

THIS CERTIFIES that on this 10th day of October, 1989,
before me, the above signed, personally appeared H. Wesley Smith
and acknowledged the foregoing instrument to be his voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand and official Seal.


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My Commission expires: 8/19/92

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A permanent easement 15 feet wide lying 7.50 feet on both sides of the following described centerline, also a temporary construction easement being 40 feet wide, lying 20 feet on both sides of the following described centerline.

A strip of land in the Southeast quarter of Section 19, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon more particularly described as follows:

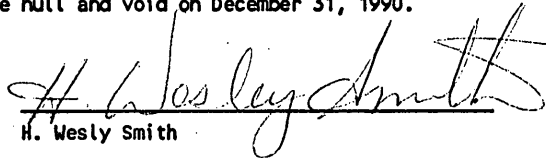
Beginning at a point that is 14 feet West of the centerline of South College Street and on the North line of East Eighth Street; thence N0°02'54"W, parallel to the centerline of South College Street 153.4 feet to a point; thence N44°57'06"E 125.0 feet to a point; thence North 418.05 feet to the South line of East Sixth Street.

Also beginning at a point that is N0°02'54"W 297.8 feet and N89°57'06"E 74.39 feet of the centerline intersection of South College Street and East Eighth Street, thence West 65.0 feet.

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose hereinabove described.

It is further understood that:

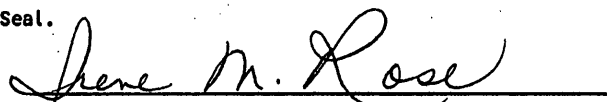
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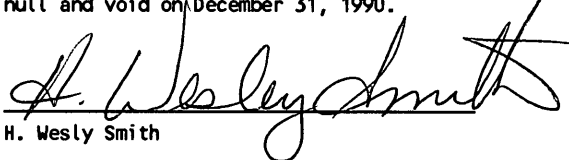
A tract of land in the northeast quarter of Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

Beginning at a point that is S57°29'20"W along the South line of the Southern Pacific Railroad right-of-way 304.14 feet from the intersection of the South line of said right-of-way line and the South line of Crestview Drive; thence S57°29'20"W 50.00 feet; thence S32°30'40"E 50.00 feet; thence N57°29'20"E 100.00 feet; thence N32°30'40"W 50.00 feet to the South line of the railroad right-of-way; thence S57°29'20"W 50.00 feet to the point of beginning.

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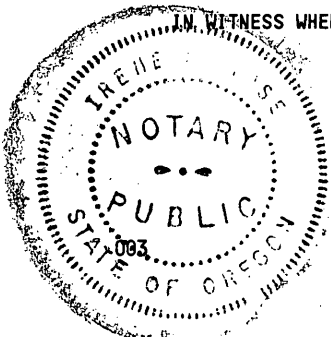
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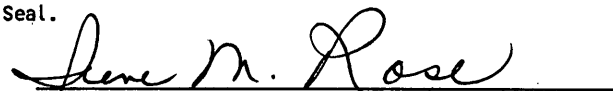

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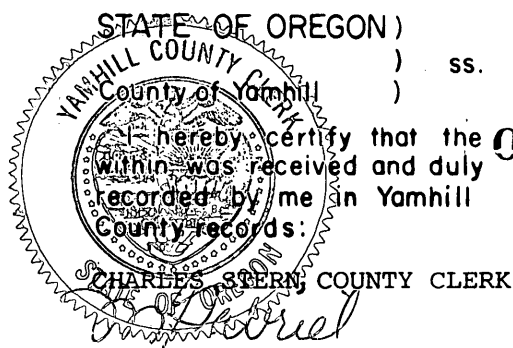
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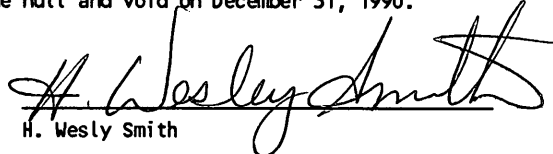
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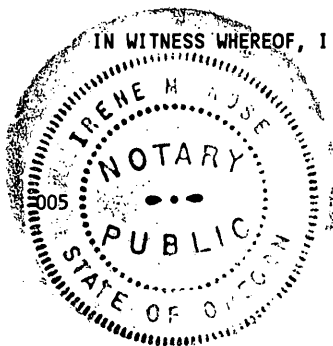
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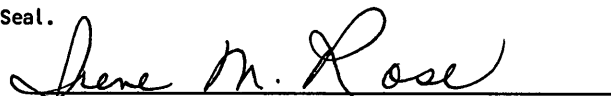

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