Dated this 10thday 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 \$45°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:

- 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.
- 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.

		A. West	Ley Amil S
		H. Wesly Smith	()
STATE OF OREGON)		O
) ss.		
County of Yamhill)	`	
THIS CERTIFIES	that on this 10th day of the signed, personally appeared 1	taker 1989.	ith
and acknowledged th	e foregoing instrument to be <u>his</u>	voluntary act and deed.	
IN WITNESS, WHE	REOF I have set my hand and official	Seal. There	Rose
NOTAR	Y. The state of th	Notary Public for Orego My Commission expires:	
PURL			μ
OUE OF UBLI	→ 5.00		2752211

3. Said temporary construction easement shall become null and void on December 31, 1990.

UBLI THE OF OREMAN

> STATE OF OREGON) COUNTY COUNTY SS. County of Yamhill

hereby certify that the within was received and duly recorded by me in Yamhill

50

1000

09436

County records:

CHARLES STERN, COUNTY CLERK

Labriel

YAMHILL COUNTY McMinnville, Oregon OFFICIAL RECEIPT

64

Received of the Date 10-13 19 89							
Cash	Check X	Amount					
Recording	Description						
9434	Egsement	570					
9435	Casement.	3 00					
9436	Casement	300					
		15 11					
		7/3					
P	urfee	30 W					
		4511					
TOTAL RECEIPT		101					
	by Mary	ERN, County Clerk					
Receipt #R	43078	eputy					
Receipt #R							

Dated this 10thday 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 \$3°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 \$45°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:

- 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 temporar	y construction	easement	shall	become	null	and v	oid a	n Decembe	r 31,	1990.	~ /
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						H, W	esly S	mi th				
STATE OF O	REGON)											
)	ss.						•				

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

Notary Public for Oregon

My Commission expires: 9/19/92

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 perpetual and permanent easement and 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 conveyance of water across and under the following described real property:

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 jcenterline.

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.

3. Said temporary construction easement shall become null and void on December 31, 1990.

It is further understood that:

- 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.

		At Clas les Amiles
•		H. Wesly Smith
STATE OF OREGON	;	
) ss.	
County of Yamhill)	
THIS CERTIFIES before me, the above	that on this <u>lott</u> day of e signed, personally appeared	October 1989. Smith
and acknowledged the	e foregoing instrument to be	<u>his</u> voluntary act and déed.

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

Notary Public for Oregon

My Commission expires: \$\frac{1/9/92}{}\$

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 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 \$57°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 \$57°29'20"W 50.00 feet; thence \$32°30'40"E 50.00 feet; thence \$57°29'20"W 50.00 feet; thence \$32°30'40"W 50.00 feet to the South line of the railroad right-of-way; thence \$57°29'20"W 50.00 feet to the point of beginning.

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

It is further understood that:

) ss.

- 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.	•	./
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										`				

County of Yamhill	•		
THIS CERTIFIES before me, the above	that on this <u>/////</u> day of signed, personally appeared	October 1989. Smith	
and acknowledged the	foregoing instrument to be	his voluntary act and deed.	. ,

and acknowledged the 10.500 Merchant and official Seal.

NOTARY

NOTAR

STATE OF OREGON

Notary Public for Oregon

My Commission expires:

8/19/92

STATE OF OREGON)

COUNTY) ss.

County of famili)

Thereby certify that the 09435

Willing was received and duly

tecorded by me in Yamhill

CHARLES STERN, COUNTY CLERK

County records:

FASEMENT

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 perpetual and permanent easement and a temporary constructon 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 conveyance of water across and under the following described real property:

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 jcenterline.

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:

- 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.
- 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.

J. Jaiu la		y construction easement shall become full and v	טוט ווט טוט	GIIDEI 31, 1770.	//
		H. Wesly Si	معرر	ley Am	#
				()	
CTATE OF ORECOM	•				
STATE OF OREGON	,	•			
	,	SS.			
0					
County of Yamhill)				

conomy construction assembnt shall become mull and vaid on December 31, 1990

THIS CERTIFIES that on this 10th day of before me, the above signed, personally appeared and acknowledged the foregoing instrument to be

UBLIC.

And the OF Owner

voluntary act and deed. his

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

Notary Public for Oregon

My Commission expires:

EOUN OREGON) ZEOUNIYOF KOMIN)

SS.

)

500

100

hereby certify that the 09434 within was received and duly ecorded by the in Yamhill

intry records:

STERN COUNTY CLERK