

EASEMENT

Dated this 18th day of October, 1989.

In consideration of the sum of \$-0- and other valuable consideration, A-Dec Inc., herein called Grantor, conveys to the City of Newberg, a municipal corporation, hereinafter called the Grantee, an ingress-egress easement over, 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 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:

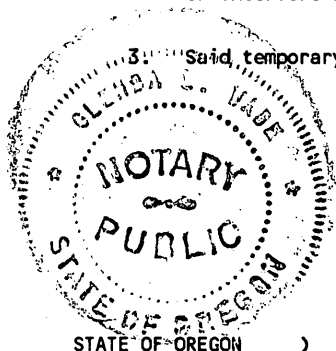
Beginning at a point at the intersection of the south line of Crestview Drive and the North line of the Southern Pacific Railroad right-of-way, thence S57°29'20"W, along the North line of said railroad right-of-way, 400.00 feet; thence N32°30'40"W 60.00 feet; thence N57°29'20"E 305.90 feet to the South line of Crestview Drive; thence East along the South line of Crestview Drive 111.63 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:

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.



STATE OF OREGON)
) ss.
County of Yamhill)

George K. Austin, Jr.
George K. Austin, Jr.
Joan D. Austin
Joan D. Austin

09925

THIS CERTIFIES that on this 18th day of October, 1989,
before me, the above signed, personally appeared George K. Austin, Jr. and Joan D. Austin
and acknowledged the foregoing instrument to be their voluntary act and deed.

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

Glenda L. Wade
Notary Public for Oregon

My Commission expires: June 28, 1992

STATE OF OREGON)
) ss.
COUNTY OF YAMHILL)

I hereby certify that this instrument
was received and duly recorded
by me in Yamhill County records.

Instrument #
Charles Stern
CHARLES STERN,
COUNTY CLERK

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EASEMENT

Dated this 18 day of October, 1989.

In consideration of the sum of \$-0- and other valuable consideration, A-Dec Inc., herein called Grantor, conveys to the City of Newberg, a municipal corporation, hereinafter called the Grantee, a perpetual and permanent 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 under and across the following described real property:

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. Said strip of land being 15.00 feet wide being 7.50 feet on both sides of the following described centerline and including a temporary construction easement being 60.00 feet wide and 30.00 feet on both sides of the following described center line.

Beginning at a point S57°29'20"W along the North line of the Southern Pacific Railroad right-of-way 210.00 feet from the intersection of the North line of the railroad right-of-way and the South line of Crestview Drive; thence N32°30'40"W 60.00 feet more or less to a point 7.50 feet N32°30'40"W of the centerline of a 10" cast iron pipe.

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.



George K. Austin, Jr.
George K. Austin, Jr.
Joan D. Austin
Joan D. Austin

09924

STATE OF OREGON)
COUNTY OF YAMHILL) ss.

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Instrument # 502
CHARLES STERN,
COUNTY CLERK

THIS CERTIFIES that on this 18th day of October, 1989,
before me, the above signed, personally appeared George K. Austin, Jr. and Joan D. Austin
and acknowledged the foregoing instrument to be their voluntary act and deed.

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

Glenda L. Wade
Notary Public for Oregon
My Commission expires: June 28, 1992

502
1022