

UTILITY/SLOPE EASEMENT

In consideration of the sum of \$55.00 and other valuable consideration, **Michael R. and Margurite S. Simpson**, herein called Grantor, do hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, a perpetual and permanent easement, for the purposes of constructing, installing, using, repairing, and maintaining underground utilities and fill slopes over, under, and across the following described real property:

See Attached Exhibit "A"

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(s) hereby release(s) 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(s), 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 of utilities hereinabove authorized.
3. The Grantee hereby agrees to restore the easement to its original condition, as close as is practical to do so, upon completion of the construction.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, I have executed said document on this 22nd day of June, 1993.

Michael R. Simpson
Michael R. Simpson

Michael R. and Margurite S. Simpson
808 Dayton Avenue
Newberg, Oregon 97132

Margurite S. Simpson
Margurite S. Simpson

STATE OF Oregon)
County of Yamhill) ss.

THIS CERTIFIES that on this 22nd day of June, 1993, before me, the above signed, personally appeared Michael R. and Margurite S. Simpson and acknowledged the foregoing instrument to be their voluntary act and deed.



Peggy R. Hall
Notary Public For Oregon
My Commission expires: 11/21/96

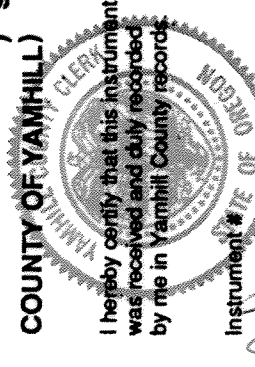
Accepted as to form and intent by the City of Newberg, a Municipal Corporation of the State of Oregon.

Dated this 22nd day of June, 1993.

Duane R. Cole
Duane R. Cole, City Manager

After Recording return to:
City of Newberg
c/o City Attorney
414 E. First Street
Newberg, Oregon 97132

STATE OF OREGON)
COUNTY OF YAMHILL) ss. 010189



Charles Stern
CHARLES STERN,
COUNTY CLERK

UTILITY SLOPE EASEMENT

EXHIBIT "A"

A 20' wide easement in Section 19, Township 3 South, Range 2 West, Yamhill County, Oregon, across that tract of land described in deed from Jimmy L. and Sandra K. Waide to Michael R. and Margurite S. Simpson, and recorded in Film Volume 240 Page 2195, Yamhill County deed records the perimeter of which is more particularly described as follows:

Beginning at the Southeast corner of said Simpson tract which is on record as being on the East line of the David Ramsey DLC at a point that is 23.82 chains South of the Northeast corner of said DLC; thence South 69°58' West 327.00 feet; thence North 50.00 feet to true point of beginning; thence South 71°45' West 149.03 feet to the Easterly margin of Dayton Avenue; thence South 17°54'21" West 24.77 feet along said margin; thence North 71°45' East 157.05 feet; thence North 21.06 feet to the true point of beginning.

1993 JUL 28 AM 10: 22

F 290 P 1923

UTILITY EASEMENT

In consideration of the sum of \$160.00 and other valuable consideration, **Michael R. and Margurite S. Simpson**, herein called Grantor, do hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, a perpetual and permanent easement, for the purposes of constructing, installing, using, repairing, and maintaining underground utilities over, under, and across the following described real property:

See Attached Exhibit "A"

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(s) hereby release(s) 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(s), 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 of utilities hereinabove authorized.
3. The Grantee hereby agrees to restore the easement to its original condition, as close as is practical to do so, upon completion of the construction.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, I have executed said document on this 22nd day of June, 1993.

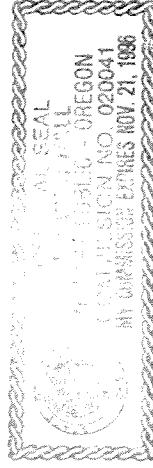
Michael R. Simpson
Michael R. Simpson

Michael R. and Margurite S. Simpson
808 Dayton Avenue
Newberg, Oregon 97132

Margurite S. Simpson
Margurite S. Simpson

STATE OF Oregon)
County of Yamhill) ss.

THIS CERTIFIES that on this 22nd day of June, 1993, before me, the above signed, personally appeared Michael R. and Margurite Simpson and acknowledged the foregoing instrument to be their voluntary act and deed.



Duane R. Cole
Notary Public For Oregon
My Commission expires: 11/21/96

Accepted as to form and intent by the City of Newberg, a Municipal Corporation of the State of Oregon.

Dated this 22nd day of June, 1993.

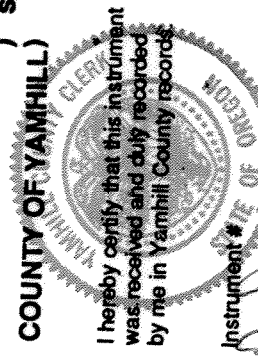
Duane R. Cole
Duane R. Cole, City Manager

After Recording return to:
City of Newberg
c/o City Attorney
414 E. First Street
Newberg, Oregon 97132

STATE OF OREGON)
COUNTY OF YAMHILL) ss.

010188
10⁰⁰
10⁰⁰

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



Instrument # 010188
Charles Stern
CHARLES STERN,
COUNTY CLERK

1993 JUL 28 AM 10:21

F290P1921

UTILITY EASEMENT

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1314

EXHIBIT "A"

An easement 30 feet in width, in Section 19, Township 3 South, Range 2 West, Yamhill County, Oregon, across that tract of land described in deed from Jimmy L. and Sandra K. Waide to Michael R. and Margurite S. Simpson, and recorded in Film Volume 240 Page 2195, Yamhill County deed records. Said easement being 10 feet left (Southerly) of and 20 feet right (Northerly) of the following described line:

Beginning at the Southeast corner of said Simpson tract which is on record as being on the East line of the David Ramsey DLC at a point that is 23.82 chains South of the Northeast corner of said DLC; thence North 97.96 feet along said East line to the true point of beginning; thence South 44°45' West 48.54 feet; thence South 61°13' West 58.36 feet; thence South 71°36' West 43.01 feet; thence South 89°11'40" West 47.00 feet; thence South 68°11' West 88.75 feet; thence South 50°15' West 69.94 feet to the end of said centerline.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael R. Simpson and Margurite S. Simpson, husband and wife, hereinafter "Grantor", for the consideration hereinafter stated, to Grantor paid by CITY OF NEWBERG, an Oregon Municipal corporation, hereinafter "Grantee", does hereby grant, bargain, sell and convey unto Grantee that certain real property, with the tenements, hereditament and appurtenances thereunto belonging or in any way appertaining, situated in Yamhill County, State of Oregon, described as follows:

A tract of land in Section 19, Township 3 South, Range 2 West, Yamhill County, Oregon, being part of that tract of land described in deed from JIMMY L. & SANDRA K. WAIDE to MICHAEL R. & MARGURITE S. SIMPSON, and recorded in Film Volume 240 Page 2195, Yamhill County deed records, and being more particularly described as follows:

Beginning at the southeast corner of said SIMPSON tract which is on record as being on the east line of the David Ramsey DLC at a point that is 23.82 chains south of the northeast corner of said DLC; thence South 69 deg. 58 min. West 327.00 feet; thence South 71 deg. 45 min West 149.03 feet to the easterly margin of Dayton Avenue; thence North 17 deg. 54 min. 21 sec East 156.50 feet along said margin; thence South 78 deg. 50 min. 27 sec East 60.00 feet' thence South 20 deg. 51 min. 56 sec. East 97.00 feet to the TRUE POINT OF BEGINNING.

(This is being re-recorded to
*thence North 50.00 feet to the TRUE POINT OF BEGINNING. correct original Deed).

To have and to hold the same unto the Grantee and Grantee's heirs, successors and assigns forever.

And Grantor hereby covenants to and with Grantee and Grantee's heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances and that Grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and exact consideration paid for the transfer, stated in terms of dollars is \$15,215.00.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be so made so that this deed shall apply equally to corporations and to individuals.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 22 day of June, 1993.

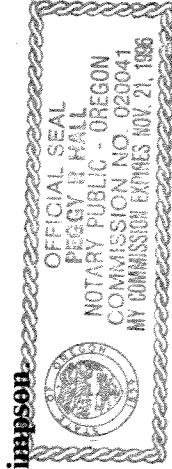
Michael R. Simpson
Michael R. Simpson

Margurite S. Simpson
Margurite S. Simpson

STATE OF OREGON)
County of Yamhill)

:ss

This instrument was acknowledged before me on June 22, 1993, Michael R. Simpson and Margurite S. Simpson.



Peggy H. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96

GRANTOR:

Michael R. and Margurite S. Simpson
808 Dayton Avenue
Newberg, Oregon 97132

GRANTEE:

CITY OF NEWBERG
414 E. First Street
Newberg, Oregon 97132

AFTER RECORDING, RETURN TO:

City of Newberg - Legal Department
414 E. First Street
Newberg, Oregon 97132

STATE OF OREGON)
COUNTY OF YAMHILL)

010890

500
1000

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

Instrument # _____
CHARLES STERN,
COUNTY CLERK

STATE OF OREGON)
COUNTY OF YAMHILL)

:ss

010187

500
1000

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

Instrument # _____
CHARLES STERN,
COUNTY CLERK