

ONBE



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 30th day of December, 19 93,
by and between ENGNELL FAMILY TRUST DATED 6/14/89 **,
hereinafter called the first party, and THE CITY OF NEWBERG
, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Yamhill
County, State of Oregon, to-wit:
**Richard A. Engnell & Margret A. Donovan, Co-Trustees

See Exhibit "A", Attached;

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party a 15 foot sewer easement across a tract of land in the Southwest Quarter of Section 19, Township 3 South, Range 2 West, Willamette Meridian, in the City of Newberg, Yamhill County, Oregon, More particularly described as follows:

Beginning at a 1/2 inch rod found at the SE corner of tract "A", Block 1 of the Duly recorded plat of "French's Addition", thence South 89°43'30" West along the South line of said Tract "A" a distance of 105.00 feet; thence South 01°04'19" West 15.00 feet; thence North 89°48'30" East, parallel with and 15.00 feet South of, when measured at right angles to, said tract "A" South line a distance of 105.32 feet to a point on the West right-of-way line of Charles Street, 1 60 foot right-of-way; thence North 00°08'17" West along said West Right-of-way line a distance of 15.00 feet to the point of beginning.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

NORTHWEST TITLE COMPANY 3219DC (286)

15151



If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

See leagl description above

and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☒ the first party; ☐ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for% and the second party being responsible for%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and sucesors in interest as well.

In construing this agreement, where the context so requires, the singular includes the plural and all gram-matical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated December 30, 19 93

Richard A. Engnell co-trustee
RICHARD A. ENGNELL, CO-TRUSTEE
Margret A. Donovan co-trustee
MARGRET A. DONOVAN, CO-TRUSTEE

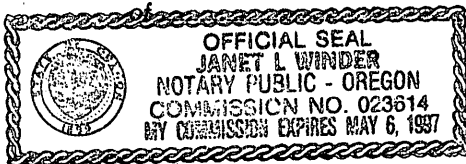
THE CITY OF NEWBERG

BY: *Duane R. Cole*
DUANE R. COLE, SECOND PARTY, CITY MANAGER

STATE OF OREGON, County of *Marshall*) ss.

This instrument was acknowledged before me on *December 30*, 19 *93*,
by *Richard A. Engnell and Margret A. Donovan*

This instrument was acknowledged before me on, 19.....,
by
as



Janet L. Winder
Notary Public for Oregon
My commission expires *5-6-97*

AGREEMENT FOR EASEMENT

BETWEEN
ENGNELL FAMILY TRUST

AND
THE CITY OF NEWBERG

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of

I certify that the within instru-
ment was received for record on the
..... day of, 19.....,
at o'clockM., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/reception No.
Record of
of said County.

Witness my hand and seal of
County affixed.

NAME TITLE
By Deputy

EXHIBIT "A"

A tract of land in Section 19, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at a point in the Westerly line of Grant Street, that is South 25.00 feet from the Southeast corner of Lot 3, Block 1 of French's Addition to the City of Newberg; thence South along the Southerly prolongation of the West line of said Grant Street, 49.90 feet; thence Southeasterly 88.64 feet along the arc of a 300 foot curve left through a central angle of 16 deg 55 min 41 sec (chord bears South 08 deg 27 min 54 sec East, 88.31 feet); thence Southeasterly 73.21 feet along the arc of a 300 foot radius curve left through a central angle of 13 deg 59 min (Chord bears South 23 deg 46 min 30 sec East 73.05 feet); thence South 84 deg 21 min 59 sec West 141.55 feet; thence Northwesterly 72.28 feet along the arc of a 50 feet radius curve left through a central angle of 82 deg 49 min 39 sec (chord bears North 83 deg 55 min 57 sec West 66.13 feet); thence North 88 deg 30 min West 20.04 feet; thence North 01 deg 30 min East 245.00 feet to the Southwest corner of Lot 3, Block 1 of said French's Addition; thence North 89 deg 48 min 30 sec East 100.00 feet to an angle corner in the South line of said Lot 3; thence South 00 deg 11 min 30 sec East 10.00 feet to an angle corner in the South line of said Lot 3; thence North 89 deg 49 min 22 sec East 77.67 feet to the Southeast corner of said Lot 3, Block 1; thence South 25.00 feet to the point of beginning.

SAVE AND EXCEPT that beginning at an iron pipe found at the intersection of the centerline of 9th street with the West line of the Joseph B. Rogers Donation Land Claim No. 55, in the Southeast 1/4 of Section 19, Township 3 South, Range 2 West of the Willamette Meridian, in Yamhill County, Oregon; thence South on and along the said Donation Land Claim line 30.00 feet to an iron rod set and the TRUE POINT OF BEGINNING of the property to be described; thence South on said Donation Land Claim line 120.00 feet to an iron rod set; thence South 89 deg 48 min 30 sec West parallel with the Westerly extension of centerline of 9th Street 180.22 feet more or less to an iron rod set; thence North 1 deg 30 min East 120.06 feet to an iron rod found; thence East parallel with said extended center line 176.00 feet more or less to the point of beginning.

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(5.00
10.00

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,
COUNTY CLERK