



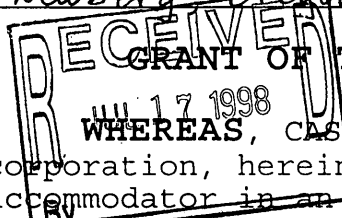
199813516 4:17pm 07/16/98

After recording return to:

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1 0 D13 2 10.00 10.00 20.00 0.00 0.00 0.00

Oregon Mattress Co.
P.O. Box 72
Newberg, Oregon 97132

2745
Portland



GRANT OF TEMPORARY SANITARY SEWER EASEMENT

WHEREAS, CASTERLINE EXCHANGE SERVICE COMPANY, an Oregon corporation, hereinafter referred to as "Casterline", is the accommodator in an IRC 1031 Exchange for THOMAS A. WALKER, MELISSA A. WALKER, DAVID R. WALKER, JUDY K. WALKER and SHIRLEY J. JONES, and is the owner of the following described real property, namely:

Parcel 1 of Partition Plat 1994-32 as
recorded in the Partition Plat Records of
Newberg, Yamhill County, Oregon,

hereinafter referred to as the "Walker property"; and

WHEREAS, it is the desire of Casterline to grant to the City of Newberg a temporary ten foot (10') sanitary sewer easement over the Walker property as has been heretofore established in Partition Plat 94-32; now, therefore,

FOR VALUABLE CONSIDERATION HEREIN RECEIVED, Casterline does hereby bargain, grant, sell and convey unto the City of Newberg a non-exclusive temporary sanitary sewer easement over and upon the following described Walker property:

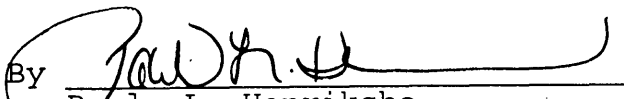
A 10 foot wide sanitary sewer line easement in Section 29, Township 3 South, Range 2 West, Yamhill County, Oregon, the center line of which is described as follows:

Beginning on the west line of Parcel 1 of Yamhill County Partition 1994-32 at a point that is South 00°27'38" East 5.13 feet from the northeast corner of said Parcel 1; thence South 76°41'00" West 176.20 feet; thence North 54°58'29" West 79.71 feet; thence North 90°00'00" West 78.50 feet more or less to an existing sanitary sewer manhole and the end of said center line.

This easement shall authorize the City of Newberg to install a temporary sanitary sewer line, however, this easement shall automatically terminate at such time as the City of Newberg completes the installation of the permanent sanitary sewer line intended to service the area.

IN WITNESS WHEREOF, the parties have executed this
easement on this 14 day of July, 1998.

CASTERLINE EXCHANGE SERVICE COMPANY

By 
Paula L. Henriksbo

STATE OF OREGON)
) ss.
County of Yamhill)

On the 14 day of July, 1998, personally
appeared the above named Paula L. Henriksbo and acknowledged that
she was the Vice President of Casterline Exchange Service
Company, an Oregon corporation, and the foregoing instrument to
be his/her voluntary act and deed.

Before me:



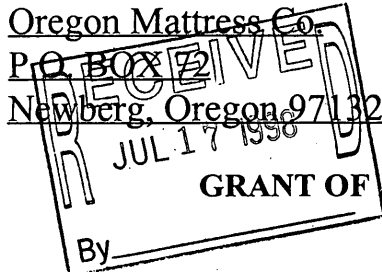

Notary Public for Oregon
My commission expires: 5-6-01



199813517 4:18pm 07/16/98

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After recording return to:



**GRANT OF ACCESS PARKING UTILITY EASEMENT AND
MAINTENANCE AGREEMENT**

WHEREAS, CASTERLINE EXCHANGE SERVICE COMPANY, an Oregon Corporation, hereinafter referred to as "Casterline", is the accommodator in an IRC 1031 Exchange for THOMAS A. WALKER, MELISSA A. WALKER, DAVID R. WALKER, JUDY K. WALKER AND SHIRLEY J. JONES, and is the owner of the following described real property, namely:

**Parcel 3 of Partition Plat 1994-32 as
Recorded in the Partition Plat Records of
Newberg, Yamhill County, Oregon**

hereinafter referred to as the "Parcel 3"; and

WHEREAS, Casterline is also the owner of the following described real property, namely:

**Parcel 2 of Partition Plat 1994-32 as
Recorded in the Partition Plat Records of
Newberg, Yamhill County, Oregon**

hereinafter referred to as the "Parcel 2"; and

WHEREAS, it is the intention of Casterline to create a permanent non-exclusive access, parking and utility easement and maintenance agreement over Parcel 2 for the benefit of Parcel 3; now therefore,

FOR VALUABLE CONSIDERATION HEREIN RECEIVED,
Casterline does hereby bargain, grant, sell and convey unto itself and to its successors and assigns, a permanent non-exclusive access, parking and utility easement described as follows:

A strip of ground being twenty-five feet in width
Commencing at the southeastern most corner of
Parcel 2 and thence running north parallel
With and adjacent to the eastern boundary of
Parcel 2 to the northeastern most corner of
Parcel 2.

The purpose of this easement is to provide vehicular and pedestrian access to Parcel 3, allow for the installation of underground utilities for the benefit of Parcel 3, and to allow the

owners of Parcel 3 to establish vehicular parking spaces within the boundaries of the easement so long as the parking spaces are located and situated in the easement in such a manner as to not unduly restrict reasonable access by the owners of Parcel 2 to Parcel 2 over the southern most 100 feet of the easement.

This easement shall be permanent and shall be appurtenant to Parcel 3.

The owners of Parcel 2 and Parcel 3 shall each pay one-half of the installation and maintenance of the accessed roadway, which expenses shall include, but not be limited to, excavation, grading, paving, curving, black topping, striping, resurfacing, chuck hole filling, ice and snow removal, litter control, traffic control and signage. This list is intended to be illustrative and not exhaustive.

All disputes involving a party's obligation to pay their one-half share of the easement expense shall be resolved by final binding arbitration either through the Arbitration Service of Portland, Oregon, or through proceedings initiated pursuant to the rules and procedures of the American Arbitration Association. The prevailing party in such Arbitration shall be entitled to recover from the other party the prevailing party's reasonable attorney's fees incurred therein, in addition to costs of arbitration.

IN WITNESS WHEREOF, the parties have executed this easement on this 29 day of June, 1998

CASTERLINE EXCHANGE SECURITY COMPANY

BY Paul H. He

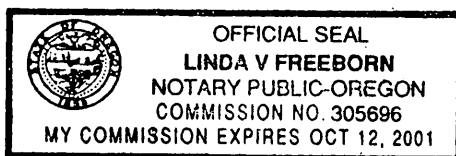
STATE OF OREGON)

) ss.

County of YAMHILL)

On the 29 day of June, 1998, personally appeared the above named Paul H. He and acknowledged that he/she was the Vice-President of Casterline Exchange Security Company, an Oregon Corporation, and the foregoing instrument to be his/her voluntary act and deed.

Before me:



Linda V. Freeborn
Notary Public for Oregon
My commission expires: 10/12/2001