

LEASE

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1670

Lease made to be effective as of the 3rd day of ~~May~~ ^{JUNE}, 1999, by and between CITY OF NEWBERG ("Lessor"), a political subdivision of the State of Oregon, and YAMHILL COUNTY ("Lessee"), a political subdivision of the State of Oregon.

RECITALS

- A. WHEREAS Yamhill County is the lessee of property used as a county park known as Rogers Landing Park;
- B. WHEREAS the City of Newberg is the owner of two parcels adjacent to Rogers Landing Park which were previously used for the City's wastewater treatment facilities and which has been decommissioned in accordance with DEQ rules and regulations;
- C. WHEREAS, the County has applied for a grant from the Oregon State Marine Board to expand the county park, including expansion of the parking area, with Phase I (engineering) funding expected to be committed by July 1, 2000, and whereas the County intends to apply for a grant for Phase II (construction) with funding expected to be committed by July 1, 2005;
- D. WHEREAS, the Rogers Landing Master Plan Expansion calls for use of the City's property for parking in conjunction with Rogers Land Park; and
- E. WHEREAS, the City and the County desire to allow use of the City's property for such purpose conditioned upon obtaining approval from the Oregon Department of Environmental Quality and obtaining project funding from the State of Oregon.

AGREEMENT

- 1. Effective upon receipt by the City of written authorization from the Department of Environmental Quality allowing the City's property to be used for park expansion and upon receipt by the County of commitment for project funding for the Rogers Landing Park expansion, whichever last occurs, the City and the County agree that the City shall lease to County the following described real property ("the premises") for an initial term of twenty-five (25) years beginning on the effective date of this lease.

The real property described in Exhibit "A" attached hereto and incorporated herein.

- 1.1 This lease agreement shall be null and void and of no further force and effect:
 - a. If, by July 1, 2000, DEQ has not authorized use of the City's property for park expansion;

- b. If, by July 1, 2000, the County has not obtained commitment for project funds for phase I (engineering); or
 - c. If, by July 1, 2005, the County has not obtained commitment for project funds for phase II (construction).
2. This lease shall terminate at the end of twenty-five (25) years from the date of entering into lease. It is the intention of the parties to review the lease prior to the end of that term and evaluate their relationship to determine if the lease shall be renewed or the possession shall be surrendered to the lessor at the end of said term.
 3. Lessee shall pay as rent for the premises the sum of one dollar (\$1.00) per year payable in full for the entire term on or before the first day of the initial term and on or before the first day of any renewal term. Lessor hereby acknowledges receipt of \$25.00, representing the rent due for the initial 25 year term of this lease.
 4. Lessee shall use the premises as a park open to the public for recreational purposes subject to the rules and regulations of the Yamhill County Park Ordinance, Ordinance 619, and no other purpose whatsoever.
 5. Lessee shall not have the power to assign this lease or any interest therein. Any attempted assignment shall be void.
 6. Lessee shall, in addition to paying rent as aforesaid, pay any and all real property taxes assessed to the premises during the term of this lease; shall comply with all applicable laws and regulations respecting the use of the premises; shall pay for all services or utilities used in the premises during the term of this lease; shall not suffer any strip or waste of the premises; shall maintain the premises in good order and repair during the entire term of the lease; shall not permit any lien to be placed or imposed upon the premises or any part thereof; and shall quit and deliver up the premises at the expiration of said term or upon any sooner termination thereof to Lessor or those having Lessor's estate in the premises, peaceably, quietly, and in good order and condition.
 7. Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this lease.
 8. Lessor, by and through its duly authorized agents and representatives, reserves the right at all times to enter into or upon the premises for any lawful purpose.
 9. Lessee shall maintain the premises in a safe condition suitable for use by the public.

10. Indemnification .

10.1 The County shall defend, indemnify and hold harmless City, its employees, officers, owners, directors, agents and subcontractors, from and against any and all causes of action, suits, judgments and costs and expenses incidental thereto which any or all of them may hereafter suffer, incur, be responsible for or pay out of with respect to claims by third parties for personal injury, property damage or other loss not alleged to have been caused by pollution, contamination or release of chemicals arising from the city's former waste water treatment plant or other conditions on the property which existed on the effective date of this Lease, to the extent directly or indirectly caused by, or arising from or in connection with the negligent or intentional actions or omission of the County, or its agents, employees, subcontractors, appointed and elected officials. The total sum recoverable under such indemnity shall be limited to the amounts then available from the County's insurance policy. Such indemnity shall be limited to exclude liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses or attorney fees to the extent they arise as a result of any negligent or intentional actions or omissions of City or its employees, agents, subcontractors, officers, owners or directors.

10.2 The City shall defend, indemnify and hold harmless County, its employees, officers, owners, directors, agents and subcontractors, from and against any and all causes of action, suits, judgments and costs and expenses incidental thereto which any or all of them may hereafter suffer, incur, be responsible for or pay out of with respect to claims by third parties for personal injury, property damage or other loss, including but not limited to injury, damage, loss and environmental damage alleged to have been caused by pollution, contamination or releases from the city's former waste water treatment plant or other conditions on the property which existed on the effective date of this Lease, to the extent directly or indirectly caused by, or arising from or in connection with the negligent or intentional actions or omission of the City, or its agents, employees, subcontractors, appointed and elected officials. The total sum recoverable under such indemnity shall be limited to the amounts then available from the City's insurance policy. Such indemnity shall be limited to exclude liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses or attorney fees to the extent they arise as a result of any negligent or intentional actions or omissions of County or its employees, agents, subcontractors, officers, owners or directors.

10.3 In the event of any suit against any party indemnified under this section, the indemnifying party shall appear and defend such suit provided that the indemnifying party is notified in a timely manner of the suit. In the event a dispute exists over whether a party is entitled to indemnification, each party shall defend itself until the dispute is resolved. Upon resolution of the indemnification dispute, the prevailing party shall be entitled to indemnification for its defense costs incurred prior to resolution.

10.4 If any claims indemnified against under this section have the potential for coverage under any insurance, then the indemnities set forth in this Agreement shall be limited as follows:

(a) The indemnity shall apply to the extent the amount of any indemnified claim exceeds all amounts collectable under any insurance covering such claim.

(b) The indemnifying party shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends then the indemnifying party shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

10.5 Once the indemnified party has exhausted all recovery under all insurance, the indemnifying party shall pay only the amount of the loss, if any, that exceeds the total amount that all insurance has paid for the loss.

10.6 For all costs and expenses related to third-party claims, City and County shall first make and pursue claims against any available insurance coverage. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Any monies received from the insurers shall be used to pay any claims covered by such insurance and reimburse the insured for all reasonable costs and expenses, including attorneys' fees, expended by it to seek recovery of sums from its insurers.

10.7 Insurance. Lessor and Lessee shall, at all times during the term of this lease and any renewal thereof, procure and maintain at its own expense, liability insurance in limits of not less than \$100,000 for injury to one person, \$500,000 for injury to two or more persons in one occurrence, and \$50,000 for damage to property. If at any time during the term of this lease or any renewal thereof the statutes of the State of Oregon relating to tort actions against public bodies (ORS 30.260 to 30.300 or subsequent corresponding provisions) are amended to increase the amounts set forth in ORS 30.270 (or subsequent corresponding provision), then the amount of insurance set forth above shall be automatically increased accordingly.

11 Improvements.

11.1 Lessee shall have the right to make improvements to the premises only with the advance written consent of the Lessor, which consent may not be unreasonably withheld. All such improvements shall be constructed in a good and workmanlike fashion in accordance with any plans therefor submitted to Lessor, shall be maintained in good order, and repair during the balance of the lease term, shall become part of the leased premises and shall, at the expiration or earlier termination of this lease, remain on the premises.

11.2 Lessee may, with prior approval of Lessor, make such additional site improvements as are deemed appropriate. The terms of paragraph 11(b) shall govern the determination of any cost reimbursements.

11.3 Upon termination of this agreement, Lessee may leave the parking area in place and shall not be required to return the property to the condition it was in before the parking area was created.

12. Lessee shall post and maintain notices on the premises notifying the public that the premises are under lease to Yamhill County from the City of Newberg and Lessee shall use the premises in such a way as will not reflect unfavorably upon Lessor.
13. All notices herein required or permitted to be given to or served upon either party hereto by the other party shall be sufficiently given if served personally or if sent by registered or certified mail addressed to such persons at the address set forth below.

In the case of notice to Lessor:

City Manager
City of Newberg
PO Box 970
115 South Howard Street
Newberg, Oregon 97132

In the case of notice to Lessee:

Yamhill County Board of Commissioners
535 East 5th Street
McMinnville, Oregon 97128

14. Lessor may terminate this lease and enter and repossess the premises and expel Lessee and remove and store Lessee's effects at Lessee's expense, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be available, in the event Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed, and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessee. In the event Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by Lessor.
15. Lessee may terminate this lease upon giving 30 days written notice to Lessor.
16. In case suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease, and any appeal, each party shall be responsible for their own attorney's fees.
17. Any waiver by Lessor of any breach of any covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

18. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the successors and, so far as this lease is assignable by the terms hereof, to the assigns of such parties.

IN WITNESS WHEREOF, this lease has been signed in duplicate as of the day and year first above written.

YAMHILL COUNTY, OREGON

By Robert Johnstone
Robert Johnstone, Chairman
Board of Commissioners

CITY OF NEWBERG, OREGON

By Duane R. Cole
Duane R. Cole, City Manager

APPROVED AS TO FORM AND CONTENT:

By John C. Pinkstaff
John C. Pinkstaff
Assistant County Counsel

APPROVED AS TO FORM AND CONTENT:

By Terrence D. Mahr
Terrence D. Mahr
City Attorney

Accepted by Yamhill County
Board of Commissioners on
6-3-99 by Board Order
99-369

KNOW ALL MEN BY THESE PRESENTS, That we, JOHN P. MACAULAY and ELSIE T. MACAULAY, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CITY OF NEWBERG, a municipal corporation

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantor and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

That portion of the Joseph B. Rogers Donation Land Claim No. 55, lying within Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at a point that is 29.84 chains West and 17.09 chains North of the Southeast corner of said Claim, said point being the Northeast corner of the tract conveyed to Reuben R. Johnson by deed recorded in Book 122, at Page 488, Deed Records, and being the second of the two tracts described in said deed; thence South, along the East line of said Johnson tract, 250 feet to the Southeast corner of the tract conveyed to the City of Newberg by deed recorded in Book 140, at Page 298, Deed Records, said point being the true point of beginning hereof; thence West, along the South line of said City tract, 350 feet to the Southwest corner thereof; thence South, parallel with the East line of said Johnson tract, 350 feet; thence East, parallel with the North line of said Johnson tract, 350 feet to the East line thereof; thence North, along said East line, 350 feet to the true point of beginning.

SUBJECT to rights of the public in and to that portion of the property lying within roads and highways.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said 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 above granted 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 actual consideration paid for this transfer, stated in terms of dollars, is \$3000.00

~~Whereof the sum of \$1000.00 has been paid in advance of the full consideration of \$3000.00, the balance of \$2000.00 to be paid by the grantee at the time of the recording of this deed.~~

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 30 day of July, 1969

John P. Macaulay
Elsie T. Macaulay

STATE OF OREGON, County of Yamhill) ss. August 19, 1969

Personally appeared the above named John P. Macaulay and Elsie T. Macaulay, husband and wife

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Clara E. Nelson

Notary Public for Oregon

My commission expires May 20, 1970

Notary Public for Oregon, State of Oregon, should be deleted. See Chapter 447, Oregon Laws 1967, as amended by the 1968 Act.

WARRANTY DEED

JOHN P. MACAULAY and

ELSIE T. MACAULAY,
husband and wife

CITY OF NEWBERG, a
municipal corporation

AFTER RECORDING RETURN TO

George H. Layman
Attorney at Law
115 N. Washington
Newberg, Oregon

STATE OF OREGON.

County of Yamhill } ss.

I certify that the within instrument was received for record on the 27 day of August, 1969, at 9:07 o'clock A.M., and recorded in Book 76 on page 1777. Record of Deeds of said County.

Witness my hand and seal of County official.

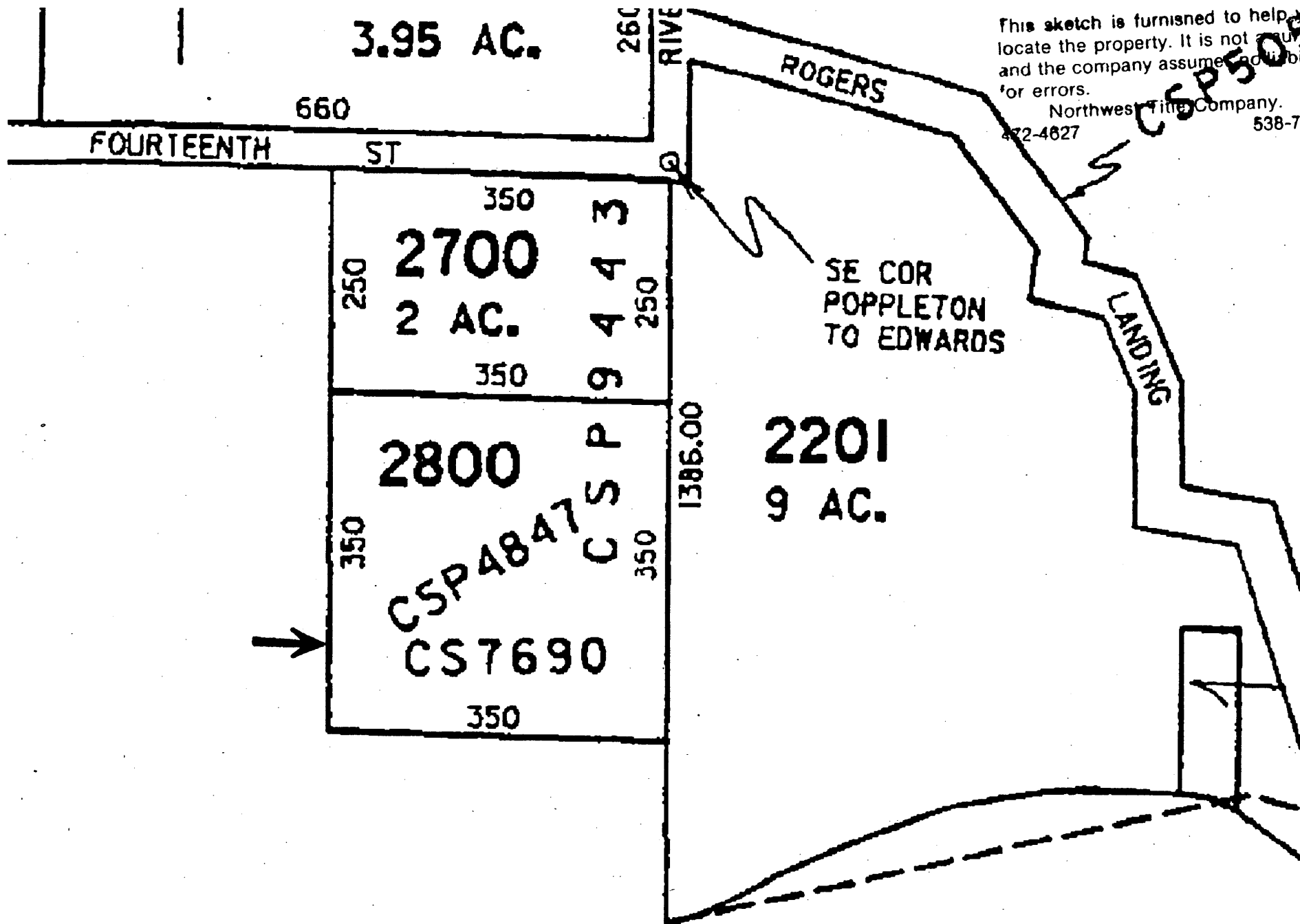


Jack Bender

County Clerk

Title

By Sandra Ullrich Deputy



This sketch is furnished to help you locate the property. It is not a survey and the company assumes no liability for errors.
Northwest Title Company.
472-4627 538-7361

Exhibit "A" 2/4

Northwest Title Company

McMinnville Office
P.O.Box 1239
445 Third Street
McMinnville, OR 97128
Tel (503) 472-4627 / 538-8354
Fax (503) 434-4432

Newberg Office
P.O.Box 746
515 E. Hancock
Newberg, OR 97132
Tel (503) 538-7361
Fax (503) 538-0723

= METROSCAN PROPERTY PROFILE = Yamhill County

Prepared For: Dawn Wilson

:
: 537 1277
:

D 537-1206

Prepared By : Toni

Date: 06/03/99

Add. Comments : Thank you for choosing
Northwest Title Company

=====

OWNERSHIP INFORMATION

=====

Parcel Number: 067402 R: 02W T: 03S S: 29 Q: QQ:
Ref Parcel : R3229 02800
Owner : NEWBERG CITY OF
CoOwner :
Site Address : *NO SITE ADDRESS*
Mail Address :
Telephone : Owner Tenant
Legal : 2.82 AC SEC 29 T3S R2W
:

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SALES AND LOAN INFORMATION

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Transferred:	Loan Amount :
Document # : 76-1777	Lender :
Sale Price :	Loan Type :
Deed Type :	Interest Rate:
% Owned :	Vesting Type :

=====

ASSESSMENT AND TAX INFORMATION

=====

	RMV	MAV		TAXES
Land	: \$45,387	\$45,387	Exempt Type	: OTHER
Structure	:		Levy Code	: 29.2
Total	: \$45,387	\$45,387	98-99 Taxes	:
% Improved:			Taxes	:
			Taxes	:

Page: 1 of 2

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds; indiscriminate use only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.

Exhibit "A" 3/4

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*

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Page: 2 of 2

Exhibit "A" 4/41

Northwest Title Company

McMinnville Office

P.O.Box 1239

445 Third Street

McMinnville, OR 97128

Tel (503) 472-4627 / 538-8354

Fax (503) 434-4432

Newberg Office

P.O.Box 746

515 E. Hancock

Newberg, OR 97132

Tel (503) 538-7361

Fax (503) 538-0723

Exhibit "A"
to Lease

= M E T R O S C A N P R O P E R T Y P R O F I L E =
Yamhill County

Prepared For: Dawn Wilson

:

: 537 1277

:

D537-1206

Prepared By : Toni

Date: 06/03/99

Add. Comments : Thank you for choosing
Northwest Title Company

=====

OWNERSHIP INFORMATION

=====

Parcel Number: 067402

R: 02W T: 03S S: 29 Q: QQ:

Ref Parcel : R3229 02800

Owner : NEWBERG CITY OF

CoOwner :

Site Address : *NO SITE ADDRESS*

Mail Address :

Telephone : Owner Tenant

Legal : 2.82 AC SEC 29 T3S R2W

:

=====

SALES AND LOAN INFORMATION

=====

Transferred:

Loan Amount :

Document # : 76-1777

Lender :

Sale Price :

Loan Type :

Deed Type :

Interest Rate:

% Owned :

Vesting Type :

=====

ASSESSMENT AND TAX INFORMATION

=====

Land : RMV \$45,387

MAV \$45,387

Exempt Type : TAXES OTHER

Structure :

Levy Code : 29.2

Total : \$45,387

\$45,387

98-99 Taxes :

% Improved:

Taxes :

Taxes :

Page: 1 of 2

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds; indiscriminate use only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.

NORTHWEST TITLE COMPANY
 445 Third Street McMinnville, OR 97128
 Phone (503) 472-4627 Fax (503) 434-4432
 = M E T R O S C A N P R O P E R T Y P R O F I L E =
 Yamhill County

Parcel Number: R3229 02800

=====

PROPERTY CHARACTERISTICS

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.....		
* Bedrooms :	Building SF:	Lot Acres :2.82
* Bathrooms :	Living SF :	Lot SqFt :122,839
* FirePlace :	1st FloorSF:	Foundation:
* FirePlace2:	2nd FloorSF:	Wall Matl :
* Heat/AC :	2nd+FloorSF:	Roof Matl :
* Heat/AC 2 :	Cellar SF :	Roof Shape:
* Dishwasher:	BsmtTotalSF:	Floor Cvr :
* Hood/Fan :	Garage SqFt:	Floor Base:
* Microwave :	Garage Type:	Year Built:
* Grbg Disp :		

Appliances

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:
:
:
:
:

Mobile Home

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ID Number :	Dimensions:
Title :	Skirt :
Make :	

Farm Buildings

=====

Units

=====

:
:
:
:
:
:

3.95 AC.

660

FOURTEENTH ST

260 RIVER

ROGERS

This sketch is furnished to help you locate the property. It is not a survey and the company assumes no liability for errors.

Northwest Title Company.

422-4627

538-7361

N

350
2700
2 AC.

3
4
4
9

SE COR
POPPLETON
TO EDWARDS

LANDING

2800

CSP4847
CS7690

2201
9 AC.

1386.00



KNOW ALL MEN BY THESE PRESENTS, That we, JOHN P. MACAULAY and ELSIE T. MACAULAY, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CITY OF NEWBERG, a municipal corporation,

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

That portion of the Joseph B. Rogers Donation Land Claim No. 55, lying within Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at a point that is 29.84 chains West and 17.09 chains North of the Southeast corner of said Claim, said point being the Northeast corner of the tract conveyed to Rauben R. Johnson by deed recorded in Book 122, at Page 488, Deed Records, and being the second of the two tracts described in said deed; thence South, along the East line of said Johnson tract, 250 feet to the Southeast corner of the tract conveyed to the City of Newberg by deed recorded in Book 140, at Page 298, Deed Records, said point being the true point of beginning hereof; thence West, along the South line of said City tract, 350 feet to the Southwest corner thereof; thence South, parallel with the East line of said Johnson tract, 350 feet; thence East, parallel with the North line of said Johnson tract, 350 feet to the East line thereof; thence North, along said East line, 350 feet to the true point of beginning.

SUBJECT to rights of the public in and to that portion of the property lying within roads and highways.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said 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 above granted 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 actual consideration paid for this transfer, stated in terms of dollars, is \$3000.00.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 30 day of July, 1969.

John P. Macaulay
Elsie T. Macaulay

STATE OF OREGON, County of Yamhill) ss. August 1969

Personally appeared the above named John P. Macaulay and Elsie T. Macaulay, husband and wife

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *Clara E. Nelson*

Notary Public for Oregon

My commission expires May 20, 1970

WARRANTY DEED

JOHN P. MACAULAY and

ELSIE T. MACAULAY,
husband and wife

CITY OF NEWBERG, a
municipal corporation

AFTER RECORDING RETURN TO

George H. Layman
Attorney at Law
115 N. Washington
Newberg, Oregon

STATE OF OREGON,

544

County of Yamhill ss.

I certify that the within instrument was received for record on the 27 day of August, 1969, at 9:07 o'clock A.M., and recorded in book 76 on page 1777 of Record of Deeds of said County.

Witness my hand and seal of County aforesaid.

Jack Butler

County Clerk Title.

By *Landra Ullrich* Deputy.



KNOW ALL MEN BY THESE PRESENTS, That we, JOHN P. MACAULAY and ELSIE T. MACAULAY, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CITY OF NEWBERG, a municipal corporation

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

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and that grantor will warrant and forever defend the above granted 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 actual consideration paid for this transfer, stated in terms of dollars, is \$3000.00. ~~Whereof, the amount of \$1000.00 is to be paid to the City of Newberg, Oregon, for the purpose of paying the taxes on the above described premises, and the balance of \$2000.00 is to be paid to the City of Newberg, Oregon, for the purpose of paying the taxes on the above described premises.~~

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 30 day of July, 1969

STATE OF OREGON, County of Yamhill) ss.

August 19 1969

Personally appeared the above named John P. Macaulay and Elsie T. Macaulay, husband and wife.

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Clara E. Wilson

Notary Public for Oregon

My commission expires May 26, 1975

WARRANTY DEED

JOHN P. MACAULAY and

ELSIE T. MACAULAY,
husband and wife

CITY OF NEWBERG, a
municipal corporation

AFTER RECORDING RETURN TO

George H. Layman
Attorney at Law
115 N. Washington
Newberg, Oregon

514

STATE OF OREGON,

County of Yamhill

I certify that the within instrument was received for record on the 27 day of August, 1969, at 9:07 o'clock A.M., and recorded in book 76 on page 1777 of Record of Deeds of said County.

Witness my hand and seal of said County affixed.

Jack Butler

County Clerk Title

By Sandra Ullrich Deputy

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A LEASE WITH THE YAMHILL COUNTY ALLOWING THE CITY'S PROPERTY TO BE USED FOR THE ROGER'S LANDING MARINE PARK EXPANSION.

ROGER'S LANDING MARINE PARK - TAX LOT NO.: 3229-2800

RECITALS:

1. The City of Newberg owns property adjacent to the present Roger's Landing Marine Park on the Willamette River. This property was previously used as its sewer treatment plant.
2. Roger's Landing Marine Park is a County facility which is funded through funds from the Oregon State Marine Board.
3. The expansion of Roger's Landing Marine Park calls for use of the City's property for parking in conjunction with the Roger's Landing Marine Park. The City wishes to enter into a Lease Agreement with the County in order to allow the County to use its property for the expansion of Roger's Landing Marine Park.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWBERG AS FOLLOWS:

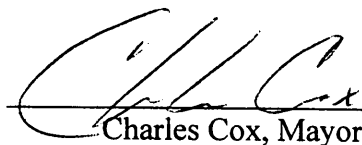
1. That the City Manager is instructed and authorized to enter into the attached lease agreement with the Yamhill County for the lease of the property (tax lot no. 3229-2800) to be used for the Roger's Landing Marine Park Expansion. The Lease Agreement is attached to this Resolution as Exhibit "A" and is hereby incorporated.
2. The City Manager is hereby authorized and directed to do all necessary acts to negotiate and finalize a contract, sign all necessary documents, and perform any other necessary tasks to enter into a contract with Yamhill County to use Roger's Landing Marine Park Expansion. The contract shall be approved as to form and content by the City Attorney.

ADOPTED by the City Council of the City of Newberg this 3rd day of May, 1999.



Duane R. Cole, City Manager

ATTESTED by the Mayor this 7 day of May, 1999.


Charles Cox, Mayor