

STORM DRAINAGE AGREEMENT

This Storm Drainage Agreement ("Easement") is made this 13th day of SEPTEMBER, 2000, by and between Providence Health System in Oregon dba Providence Newberg Hospital ("Providence Newberg Hospital") and George Fox University.

George Fox University is the fee simple owner of the real property, situated in Yamhill County, Oregon, commonly known as George Fox University, which is legally described on Exhibit "A", attached hereto and incorporated by this reference.

Providence Newberg Hospital wishes to utilize George Fox University property to drain storm water from Providence Newberg Hospital north parking areas. George Fox University wishes to create an Easement over and across George Fox University property, Tax Map 3 2 17CC, Tax Lot 100 ("Property") for storm drainage purposes for the benefit of Providence Newberg Hospital, Tax Map 3 2 17CD, Tax Lot 5900, as shown on Exhibit "B".

In consideration of the mutual promises contained in this Agreement, Providence Newberg Hospital and George Fox University agree to the following terms and conditions:

1. Grant of Easement George Fox University agrees to grant Providence Newberg Hospital an easement for storm drainage over and across the Property. Nothing contained in this storm drainage Easement shall be deemed a gift or dedication of any portion of the area of the Easement to Providence Newberg Hospital or for Providence Newberg Hospital except as associated with storm drainage for Providence Newberg Hospital.
2. Purposes of Easement This Easement shall be used at all times for storm drainage. George Fox University will not erect, install or maintain any barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles at the storm outlet that would burden or significantly interfere with, impede, slow, divert or in any way prevent storm water from fully draining on the Property. George Fox University reserves the right to build over the storm line if they choose to develop the area of the Easement. Providence Newberg Hospital must relocate the storm line at this time.
3. Easement to Run with the Land This grant of Easement will run with the land, and shall be binding on and shall insure to the benefit of the parties to this Agreement, their respective successors or assigns.
4. Governing Law It is agreed that this Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon.
5. Entire Agreement This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.
6. Notices Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



41.00

00040979200013241004

200013241

4:17:09 PM 09/13/2000

DMR AGRDMR 1 -
20.00 10.00 11.00

1 TONYA

Ret to:
Janet Fox Jacobs
associate

architects

M A H L U M

1231
NW Hoyt
SUITE 102
Portland, OR 97209

305 224.4032
305 224.0918

jjacobs@mahlum.com

1/4

IN WITNESS WHEREOF, this Easement is executed as of the date and year first above written.

GEORGE FOX UNIVERSITY

By: *Donald Milage*

Its: VP FINANCE

Address: 414 N. MERIDIAN, NEWBERG

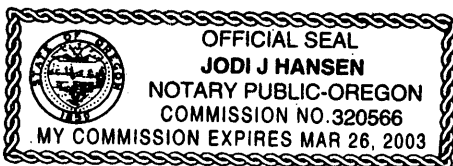
Date: 9/13/00

STATE OF OREGON

COUNTY OF YAMHILL

The foregoing instrument was acknowledged before me this 13 day of September,

2000 by Donald Milage, on behalf of George Fox University.
signee name



Notary Public in and for the state of Oregon

County of Yamhill

My commission expires 03/26/03 Jodi J. Hansen

PROVIDENCE NEWBERG HOSPITAL

By: *ML*

Its: Chief Executive 454

Address: 501 Villa Rd Newberg.

Date: 9/13/00

EXHIBIT A
Legal Description
Storm Drainage Easement

A 15.00 foot wide strip of land in the Daniel D. Deskins Donation Land Claim (D.L.C.) No. 54 located in the southwest One-Quarter of Section 17, Township 3 South, Range 2 West, of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, more particularly described as follows:

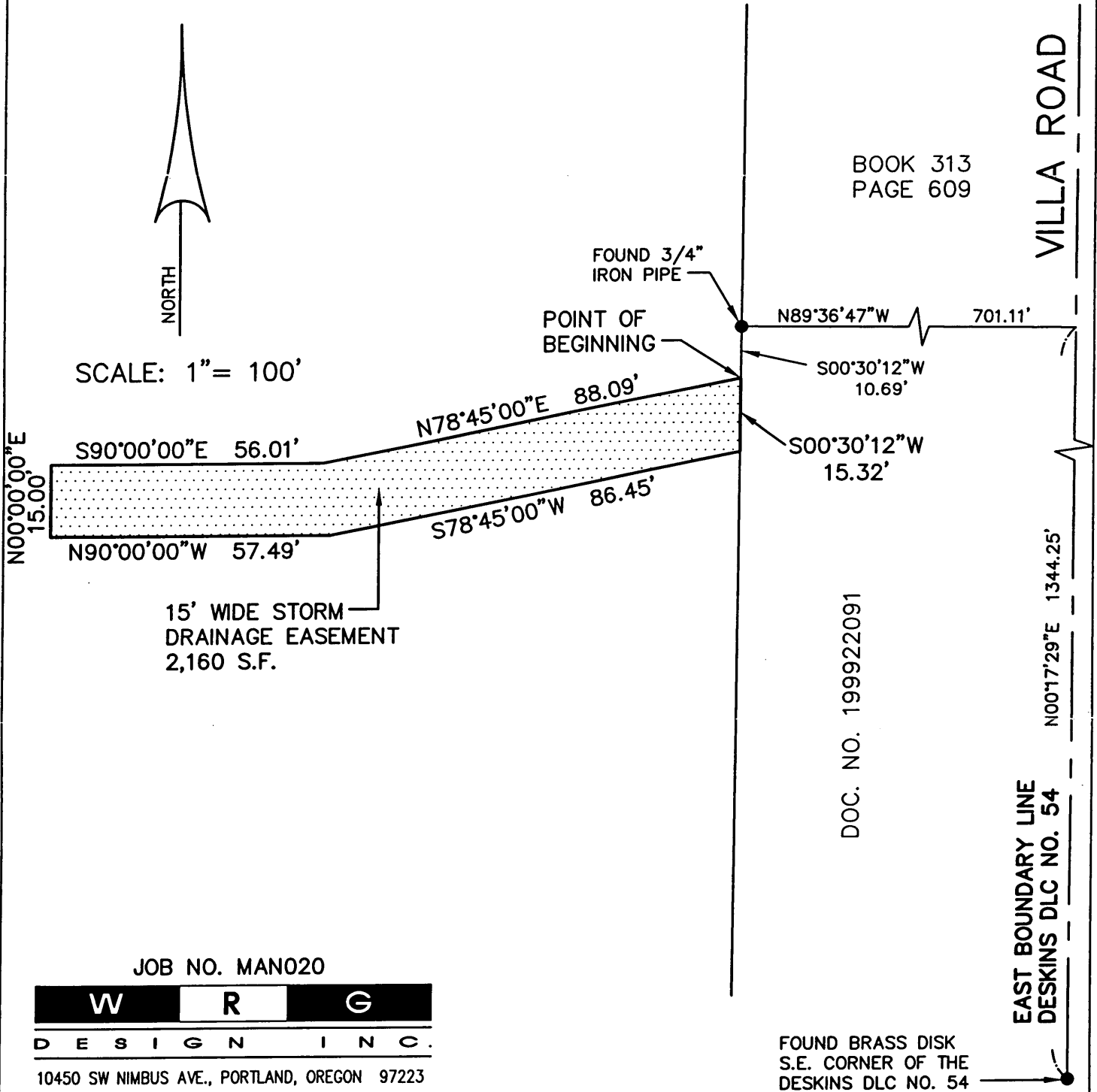
Commencing at a brass disk monumenting the southeast corner of the Daniel D. Deskins D.L.C. No. 54; thence along the East boundary line of said D.L.C. No. 54, N 00°17'29" E 1344.25, feet to a point; thence N 89°36'47" W 701.11 feet to a ¾" iron pipe monumenting the southwest corner of that tract of land as described in Deed Book 313 Page 609 and the West boundary line of that tract of land as described in Deed no. 199922091; thence along said West boundary line S 00°30'12" W 10.69 feet, to the **Point of Beginning**; thence continuing along said West boundary line S 00°30'12" W 15.32 feet, to a point; thence S 78°45'00" W 86.45 feet, to a point; thence N 90°00'00" W 57.49 feet, to a point; thence N 00°00'00" E 15.00 feet, to a point; thence S 90°00'00" E 56.01 feet, to a point; thence N 78°45'00" E 88.09 feet, to the **Point of Beginning**.

Containing 2,160 square feet, more or less.

See attached exhibit.

EXHIBIT B

LOCATED IN THE DANIEL D. DESKINS DLC NO. 54
IN THE SOUTHWEST QUARTER OF SECTION 17,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, W.M.,
CITY OF NEWBERG, YAMHILL COUNTY, OREGON



SCALE: 1" = 100'

BOOK 313
PAGE 609

VILLA ROAD

DOC. NO. 199922091

EAST BOUNDARY LINE
DESKINS DLC NO. 54

FOUND BRASS DISK
S.E. CORNER OF THE
DESKINS DLC NO. 54

JOB NO. MAN020

W R G
D E S I G N I N C .

10450 SW NIMBUS AVE., PORTLAND, OREGON 97223

☎ (503) 603-9933 FAX: (503) 603-9944

PLANNERS ■ ENGINEERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS

4/4