

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1771



EASEMENT

STATE OF OREGON,
County of _____ } ss.

Between

Springbrook Estates LP

And

Springbrook Estates LP

After recording, return to (Name, Address, Zip):

Willamette Landing Investment
PO Box 6059
Portland, OR 97228-6059

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception

SPACE RESERVED

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



36.00

00039881200012355003

200012355

10:07:47 AM 08/29/2000

DMR EDMR 1 - 2 ANITA
15.00 10.00 11.00

THIS AGREEMENT made and entered into on July 26, 2000, by and between Springbrook Estates LP hereinafter called the first party, and Springbrook Estates LP hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Yamhill County, State of Oregon, to-wit:

SEE EXHIBIT "A"

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

NOW, THEREFORE, in view of the premises and in consideration of \$ 1***** by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

The right of ingress and egress over the private street between herein described Parcel I and Parcel II.

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

(OVER)

NORTHWEST TITLE COMPANY



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

The period of this easement shall be perpetual, always subject, however, to the following specific conditions, restrictions and considerations: Easement shall be extinguished by the dedication of the private driveway to the City as a public street., or by any future redevelopment of the Parcel which removes said private driveway.

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

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

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, 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 responsible for _____% and the second party responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical 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, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

[Signature]

A. Paul Brenneke, Managing Partner

Springbrook Estates LP
FIRST PARTY

STATE OF OREGON, County of Multnomah) ss.
This instrument was acknowledged before me on July 28th, 2000
by A. Paul Brenneke

This instrument was acknowledged before me on _____
by _____
as _____
of _____

[Signature]

Notary Public for Oregon
My commission expires 8/20/01

[Signature]

A. Paul Brenneke, Managing Partner

Springbrook Estates LP
SECOND PARTY



STATE OF OREGON, County of Multnomah) ss.
This instrument was acknowledged before me on July 28, 2000
by A. Paul Brenneke

This instrument was acknowledged before me on _____
by _____
as _____
of _____

[Signature]

Notary Public for Oregon
My commission expires 8/20/01

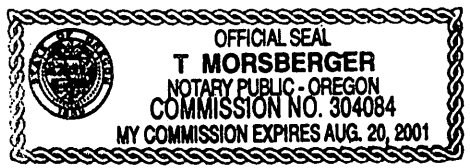


EXHIBIT "A"

PARCEL I:

A portion of that tract of land described in Film Volume 137 at Page 1511, Yamhill County Deed Records, located in the Southwest Quarter of Section 21, Township 3 South, Range 2 West of the Willamette Meridian, being a part of the Luke McKern Donation Land Claim No. 56, Yamhill County, Oregon, being more particularly described as follows:

Beginning at a point on the East right of way line of Springbrook Road, said point bearing South 00°00'00" East 2174.50 feet and South 90°00'00" East 35.00 feet from the Northwest corner of the Luke McKern Donation Land Claim No. 56; thence North 89°47'59" East 600.00 feet; thence South 00°00'00" East 1017.87 feet to a point on the North right of way line of Wilsonville Road; thence with said North right of way line of Wilsonville road, South 88°45'46" West 241.06 feet to a point; thence North 00°00'00" West 382.30 feet to a point; thence South 89°46'00" West 359.00 feet to a point on the aforementioned East right of way line of Springbrook Road; thence with said East right of way line of Springbrook Road, North 00°00'00" West 640.14 feet to the point of beginning.

EXCEPTING THEREFROM a five foot strip for right of way, deeded to City of Newberg in document recorded April 20, 1995 as Instrument No. 199504905, Deed and Mortgage Records.

PARCEL II:

Beginning at a point located North 01°51'21" East 926.47 feet from the Southeast corner of the Richard Everest Donation Land Claim No. 52, said point also being located on the Easterly right of way of Springbrook County Road; thence North 00°00'00" East 94.71 feet along said right of way to a point; thence North 90°00'00" East 128.50 feet to a 5/8 inch iron rod; thence North 00°00'00" East 83.00 feet to a 5/8 inch iron rod; thence North 90°00'00" West 128.50 feet to a 5/8 inch iron rod located on said Easterly right of way boundary; thence North 00°00'00" East 371.22 feet along said right of way to a point; thence North 90°00'00" East 600.00 feet to a 5/8 inch iron rod; thence South 00°00'00" East 546.83 feet to a 5/8 inch iron rod; thence South 89°47'59" West 600.00 feet to the point of beginning. Said tract of land is also located in the Southwest one-quarter of Section 21, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon.

EXCEPTING THEREFROM the following described tract: A portion of that tract of land conveyed to Springbrook Estates Limited Partnership, an Oregon Limited Partnership, by deed recorded as Instrument No. 199628564, Deed and Mortgage Records, located in the Southwest Quarter of Section 21, Township 3 South, Range 2 West of the Willamette Meridian, being a part of the Luke McKern Donation Land Claim No. 56, Yamhill County, Oregon, being more particularly described as follows:

Beginning at a point on the East right of way line of Springbrook Road, said point bearing South 00°00'00" East 1625.58 feet and South 90°00'00" East 35.00 feet from the Northwest corner of the Luke McKern Donation Land Claim No. 56; thence South 90°00'00" East 595.00 feet to the Northwest corner of Hickert tract; thence with the West line of Hickert tract, South 00°00'00" East 35.00 feet to a point; thence through said Springbrook Estates Limited Partnership tract, North 90°00'00" West 595.00 feet to a point on the aforementioned East right of way line of Springbrook Road; thence with said East right of way line of Springbrook Road North 00°00'00" West 35.00 feet to the point of beginning.