



36.00

200016598

2:28:59 PM 11/17/2000

DMR EDMR 1 - 3 KAREN
15.00 10.00 11.00

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 719 E. First Street
Newberg, OR 97132

PUBLIC WATER LINE EASEMENT

In consideration of the sum of \$ 0 and other valuable consideration, Robert R. Miles herein called Grantor, does hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, a perpetual and permanent easement, for the purposes of constructing, installing, using, repairing, and maintaining a public water line across and under the following described real property:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose herein above described.

It is further understood that:

1. The Grantor(s) hereby release(s) the City of Newberg, its agents and employees, assigns and successors of any and all liability for damage to the remaining lands resulting from this conveyance and further absolves the Grantee from any damage not controlled by their actions.
2. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access of utilities herein above authorized.
3. The Grantee hereby agrees to restore the easement to its original condition, as close as is practical to do so, upon completion of the construction.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, the parties have executed this document on this 31 day of August, 2000.

Name Robert R. Miles

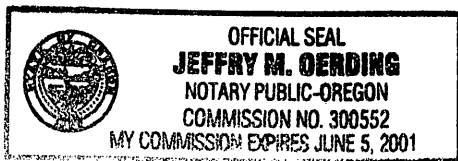
Address 4965- Arbor Lake Dr.

City, State, Zip Newberg, OR 97132

STATE OF Oregon)
County of Marion) s.s.

This instrument was acknowledged before me this 31st day of August, 2000, by Robert R. Miles
signee name

Notary Public for Oregon
My Commission expires:



Jeffery M. Oerding

CITY OF NEWBERG

APPROVED AS TO FORM

Duane R. Cole
Duane R. Cole, City Recorder

Terrence D. Mahr
Terrence D. Mahr, City Attorney

Dated: Nov. 13, 2000

Dated: 11/13/00

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 719 E. First Street
Newberg, OR 97132

EXHIBIT "A"

PERMANENT EASEMENT FOR PUBLIC WATER LINE FACILITIES

A parcel of land in the Richard Everest D.L.C. No 52 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon and being a portion of that property described in deed to Robert R. Miles, recorded in Film Volume 175, Page 1611, Deed Records of Yamhill County; said parcel being more particularly described as follows:

The southernmost five feet of said property described in said Film Volume 175, Page 1611, adjacent to and north of a permanent utility easement from Robert R. Miles to Oregon Department of Transportation recorded as Instrument No 200003280, Deed Records of Yamhill County.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



41.00

00044965200016599004

200016599

2:28:59 PM 11/17/2000

DMR EDMR 1 - 3 KAREN
20.00 10.00 11.00

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 719 E. First Street
Newberg, OR 97132

PUBLIC WATER LINE EASEMENT

In consideration of the sum of \$ 0 and other valuable consideration, Eden Gate, Inc., and Suzanne R. Hurford and Carolyn J. Ackerman a.k.a Carolyn J. Hurford herein called Grantors, do hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, a perpetual and permanent easement, for the purposes of constructing, installing, using, repairing, and maintaining a public water line across and under the following described real property:

SEE ATTACHED EXHIBIT "A"

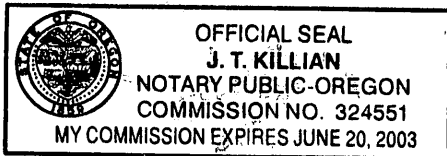
TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose herein above described.

It is further understood that:

1. The Grantor(s) hereby release(s) the City of Newberg, its agents and employees, assigns and successors of any and all liability for damage to the remaining lands resulting from this conveyance and further absolves the Grantee from any damage not controlled by their actions.
2. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access of utilities herein above authorized.
3. The Grantee hereby agrees to restore the easement to its original condition, as close as is practical to do so, upon completion of the construction.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, the parties have executed this document on this 26th day of Sept, 2000.



Eden Gate, Inc.

Chin Wing Tom

By

President

Title

STATE OF Oregon)
County of Yamhill) s.s.

This instrument was acknowledged before me this 11th day of September, 2000, by Chin Wing Tom on behalf of Eden Gate, Inc.

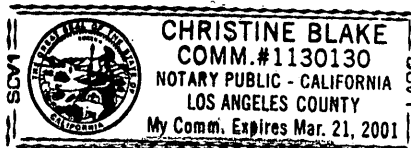
Notary Public for Oregon
My Commission expires: 6-20-03

IN WITNESS WHEREOF, the parties have executed this document on this 26 day of Sept, 2000.

STATE OF CA)
County of Los Angeles) s.s.

This instrument was acknowledged before me this 26 day of Sept, 2000, by Carolyn J. Ackerman signee name

Notary Public for 3.21.2001
My Commission expires:



Christine Blake
Christine Blake, Notary

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 719 E. First Street
Newberg, OR 97132

IN WITNESS WHEREOF, the parties have executed this document on this 13th day of Oct., 2000.

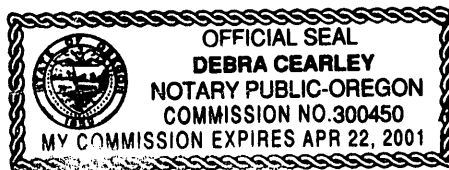
Suzanne R. Hurford
Suzanne R. Hurford

STATE OF OR)
County of Multnomah) s.s.

This instrument was acknowledged before me this 13 day of October, 2000, by Debra Cearley
Suzanne R. Hurford
signee name

Notary Public for Oregon
My Commission expires: 4-22-07

CITY OF NEWBERG



APPROVED AS TO FORM

Duane R. Cole
Duane R. Cole, City Recorder

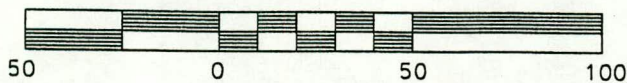
Dated: Nov 13 2000

Terrence D. Mahr
Terrence D. Mahr, City Attorney
Dated: 11/13/00

h/k



GRAPHIC SCALE: 1" = 50'



CAR DEAL
(Ø.46M C
C

611
MILES

EDEN GATE
RESTAURANT

S. R. & C. J. HURFORD
F. 177-402

ROSS ISLAND SAND
NEWBERG EAST JOIN
F. 135-120

E. 2 307 989.395
N. 184 989.762
(8-29-94)
RD. X 30. SO. IRON RD
W/RED TRAV 109.
MARKS THE CAP FACIL

SMH RIM = 63.583M
-5.2' TO IE IN (NE)
-5.2' TO IE OUT (SW)
AND
SMH RIM = 63.767M
-8.3' TO IE IN (NE)
-8.3' TO IE OUT (SW)

COMMUNICATION
AND
LAMP
FINN
LIBA VENTURES
293-235
COMMUNICATION
AND
REMAINING

AFTER RECORDING RETURN TO:

City of Newberg - Community Development

PO Box 970 - 719 E. First Street

Newberg, OR 97132

EXHIBIT "A"

PERMANENT EASEMENT FOR PUBLIC WATER LINE FACILITIES

A parcel of land in the Richard Everest D.L.C. No 52 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon and being a portion of that property described in deed to Suzanne R. Hurford and Carolyn J. Hurford recorded in Film Volume 177, Page 402, Deed Records of Yamhill County; said parcel being more particularly described as follows:

The southernmost five feet of said property described in Film Volume 177, Page 402, that is adjacent to and north of a proposed permanent utility easement from Suzanne R. and Carolyn J. Hurford to Oregon Department of Transportation the north line of which is described as:

Pacific Highway West Center Line Station:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on northerly side of center line</u>
24+086.656		24+220	16.650m.
24+220		24+260	16.650m. in a straight line to
20.00m			



41.00

200016597

2:28:59 PM 11/17/2000

DMR EDMR 1 - 3 KAREN
20.00 10.00 11.00

AFTER RECORDING RETURN TO:
City of Newberg - Community Development
PO Box 970 - 719 E. First Street
Newberg, OR 97132

PUBLIC WATER LINE EASEMENT

In consideration of the sum of \$ 0 and other valuable consideration, A Storage Place of Newberg herein called Grantors, do hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, a perpetual and permanent easement, for the purposes of constructing, installing, using, repairing, and maintaining a public water line across and under the following described real property:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose herein above described.

It is further understood that:

1. The Grantor(s) hereby release(s) the City of Newberg, its agents and employees, assigns and successors of any and all liability for damage to the remaining lands resulting from this conveyance and further absolves the Grantee from any damage not controlled by their actions.
2. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access of utilities herein above authorized.
3. The Grantee hereby agrees to restore the easement to its original condition, as close as is practical to do so, upon completion of the construction.

4. SEE ATTACHED EXHIBIT "B" TO BE MADE A PART OF THIS AGREEMENT. SC [Signature]
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

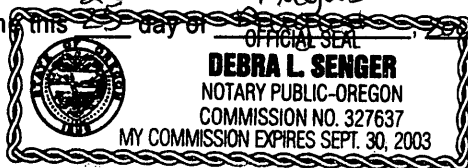
IN WITNESS WHEREOF, the parties have executed this document on this 25 day of August 2000

A STORAGE PLACE OF Newberg LLC,
Name by Jerry Carlson MANAGING member
Address 20255 AUERY CT.
City, State, Zip TUALATIN ORE 97062

STATE OF Oregon)
County of Washington) s.s.

This instrument was acknowledged before me this 25th day of August, 2000, by Jerry Carlson signee name

Debra L. Senger
Notary Public for Oregon
My Commission expires: 9/30/03



CITY OF NEWBERG

Duane R. Cole
Duane R. Cole, City Recorder

Dated: Nov. 13, 2000

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney

Dated: 11/13/00

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 719 E. First Street
Newberg, OR 97132

DC *[Signature]*
Q

EXHIBIT "A"

PERMANENT EASEMENT FOR PUBLIC WATER LINE FACILITIES

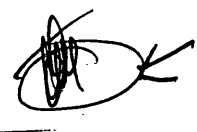
A parcel of land in the Richard Everest D.L.C. No 52 in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon and being a portion of that property described in deed to A Storage Place of Newberg, recorded in Film Volume 280, Page 1053, Deed Records of Yamhill County; said parcel being more particularly described as follows:

The southernmost five feet of said property described in Film Volume 280, Page 1053, adjacent to and north of a permanent utility easement from A Storage Place of Newberg to Oregon Department of Transportation recorded as Instrument No. 200009821, Deed Records of Yamhill County.

TO HARRY ANDERSON

FAX

537-0910

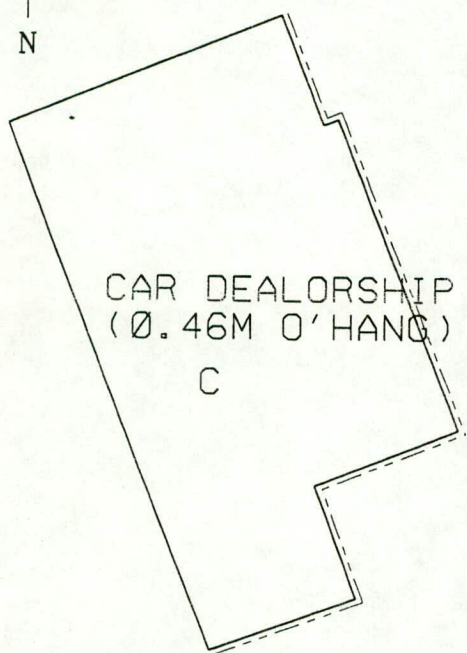
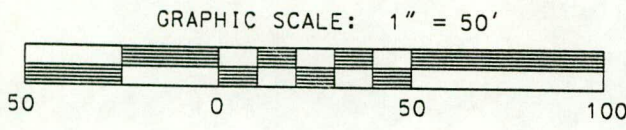
 AFTER RECORDING RETURN TO:
 City of Newberg-Community Development
 PO Box 970 - 719 E. First Street
 Newberg, OR 97132

EXHIBIT "B"

ADDITIONAL REPAIR AND RESTORATION OF EASEMENT

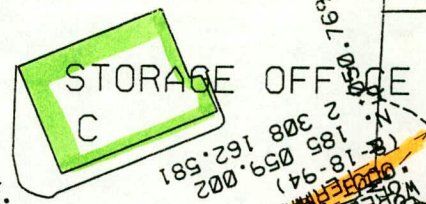
The Grantee shall additionally repair and restore the easement as follows:

1. Within 30 days of the completion of the water main installation on the described property, the Grantee shall replace any curbs or asphalt removed or damaged during construction.
2. Within 30 days of the completion of the water main installation on the described parcel, the Grantee shall restore the original grade and cover with mulch or appropriate ground cover.
3. Within 120 of D.O.T. completion of their construction on the described parcel the grantee shall restore the easement to its original condition, as close as is practical to do so.



STORAGE UNITS

A STORAGE PLACE OF NEWBERG
F 280-1053



R. R. MILES
F 175-1611

ELECTRIC
GAS
WATER

