

**AFTER RECORDING RETURN TO:**

City of Newberg - Community Development  
PO Box 970 - 414 E. First Street  
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK



\$26.00

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3:38:54 PM 6/07/2001

DMR-EDMR Cnt=1 Stn=3 SUSAN  
\$5.00 \$10.00 \$11.00

CITY OF NEWBERG

CITY RECORDER INDEX NO. 1837

**PUBLIC SIDEWALK EASEMENT**

In consideration of the sum of \$ 0 and other valuable consideration, Dale R. Goldsmith and Corrine C. Goldsmith, 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 concrete sidewalk across the following described real property:

The South 3.00 feet of the following described parcel.

Beginning at the intersection of the West line of the South half of the Richard Everest and wife Donation Land Claim Notification No. 1475, Claim No. 52 in Township 3 South, Range 2 West of the Willamette Meridian, and the South line of the Hillsboro-Silverton Highway as relocated; thence Easterly along said Highway, 662.4 feet to the true point of beginning; thence South 278 feet to the North line of County Road; thence South 89° 54' East along the North line of said County Road 135.55 feet to the West line of that parcel conveyed to Southgate Development Co. as Parcel II by deed recorded August 1, 1974, in Film Volume 101, Page 583; thence North 275 feet along the East line of said Parcel II of the Southgate tract, to the South line of Hillsboro-Silverton Highway, as said highway has been relocated and thence Westerly along the South line of said Highway 135.55 feet to the place of beginning.

**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 4 day of June, 2001.

Dale R. Goldsmith  
Dale R. Goldsmith  
1916 Canal Ave  
Address  
Newberg OR 97132  
City, State, Zip

Corrine C. Goldsmith  
Corrine C. Goldsmith  
1916 Canal Ave  
Address  
Newberg, OR 97132  
City, State, Zip

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



This instrument was acknowledged before me this 4<sup>th</sup> day of June, 2001, by  
Dale Goldsmith & Corrine Goldsmith  
signee name(s)

Jeri Griffith  
Notary Public for Oregon  
My Commission expires: 10/26/02

CITY OF NEWBERG

Duane R. Cole  
Duane R. Cole, City Recorder  
Dated: June 6, 2001

APPROVED AS TO FORM

Terrence D. Mahr  
Terrence D. Mahr, City Attorney  
Dated: 6/4/01