



Fidelity National Title[®]
Company

CITY OF NEWBERG
CITY RECORDER INDEX NO. 2008

2414 Portland Rd.
Newberg, OR 97132-0309
Phone: (503) 538-7474
(888) 573-7474
Fax: (503) 538-8771

July 30, 2004

City of Newberg
Bob Knorr
6322 Crater Ln
Newberg, OR 97132

Re: Title No: 21-26898
Reference No: Pacific Construction
Borrower: Pacific Construction, Inc.
Property
Address: Newberg, OR

The following items are enclosed in relation to the above transaction:

Recorded easement

Thank you for the privilege of closing your transaction. If we can be of further assistance with your future Title, Escrow, 1031 Tax Deferred Exchange or Contract Servicing needs, please contact us. We look forward to the pleasure of serving you again.

Sincerely,

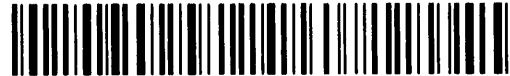
FIDELITY NATIONAL TITLE COMPANY

Cindy Cable
Title Technician

AFTER RECORDING RETURN TO:
City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200415714



\$36.00

07/30/2004 02:55:03 PM

DMR-EDMR Cnt=1 Stn=2 ANITA
\$15.00 \$10.00 \$11.00

PUBLIC UTILITY EASEMENT (Pipeline)

In consideration of the sum of \$ 0.00 and other valuable considerations, Pacific Construction, Inc., 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 set of sanitary sewer and water pipelines near the mid-section of TL 3207 03704 and a temporary construction easement for the purpose of constructing and installing sanitary sewer and water pipelines near the mid-section of TL 3207 03704.

SEE ATTACHED EXHIBIT "A" and "B"

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. THIS INSTRUMENT IS A CORRECTION TO AND REPLACES AN EARLIER REFERENCED ORIGINAL INSTRUMENT (RECORD NO. 200316785; 07/11/2003).

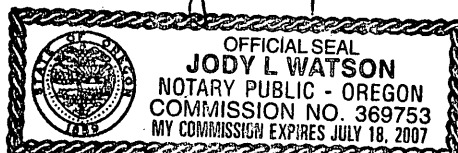
IN WITNESS WHEREOF, the parties have executed this document on this 21 day of July, 2004

Douglas C. Harnar
Douglas C. Harnar, President

STATE OF _____
County of Yamhill } s.s.

This instrument was acknowledged before me this 21 day of July, 04, by Douglas C. Harnar.

Jody L. Watson
Notary Public for Oregon
My Commission expires: July 18, 2007



CITY OF NEWBERG
ACCEPTED:

James H. Bennett
James H. Bennett, City Recorder
Dated: 7/26/04

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney
Dated: 7/27/04

\$36 - 1073

FNT 21-26898 acc

AFTER RECORDING RETURN TO:
City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

PUBLIC UTILITY EASEMENT (Pipeline)

CORRECTED EXHIBIT "A"

Permanent Easement

A 30.00 foot permanent easement located in the James Morris Donation Land Claim No. 46 and the Southwest Quarter of Section 7, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon being a portion of Lot 4, County Survey No. 147-C, said easement lying 15.00 feet on both sides of the following described centerline and being limited by the East and West lines of said lot 4:

BEGINNING at the Southwest corner of said James Morris DLC;

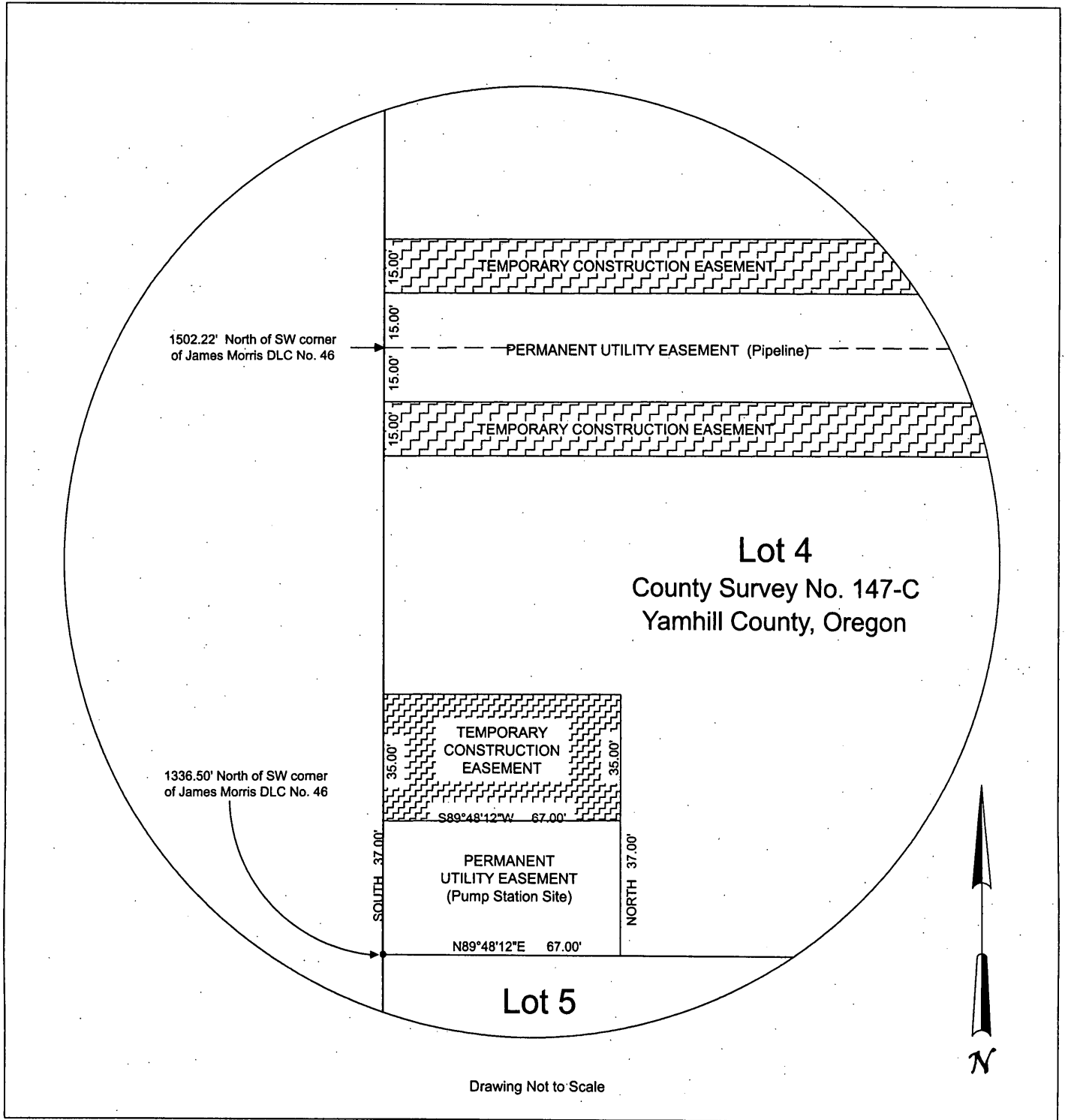
THENCE North, 1502.22 feet to a point in the West line of said Lot 4, said point being the TRUE POINT OF BEGINNING;

THENCE North 89° 48' 12" East, to the East line of said lot 4.

Temporary Construction Easement

A temporary construction easement being a portion of said Lot 4 lying 30.00 feet on both sides of the above described centerline and being limited by the east and west lines of said Lot 4.

CORRECTED EXHIBIT B



30/3

AFTER RECORDING RETURN TO:
City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

CITY OF NEWBERG
CITY RECORDER INDEX NO. 2008

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$36.00

00132619200300167850030033

200316785

1:52:28 PM 7/11/2003

DMR-EDMR Cnt=1 Str=3 SUSAN
\$15.00 \$10.00 \$11.00

PUBLIC UTILITY EASEMENT (Pipeline)

In consideration of the sum of \$ 0.00 and other valuable consideration, Craig W. and Susan E. Shepersky, 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 set of sanitary sewer and water pipelines near the mid-section of TL 3207 03704 and a temporary construction easement for the purpose of constructing and installing sanitary sewer and water pipelines near the mid-section of TL 3207 03704.

SEE ATTACHED EXHIBIT "A" and "B"

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.

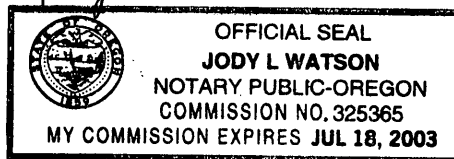
IN WITNESS WHEREOF, the parties have executed this document on this 2 day of May, 2003.

Craig W. Shepersky
Craig W. Shepersky

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

This instrument was acknowledged before me this 2 day of May, 2003, by Craig W. Shepersky.

Jody L. Watson
Notary Public for Oregon
My Commission expires: July 18, 2003



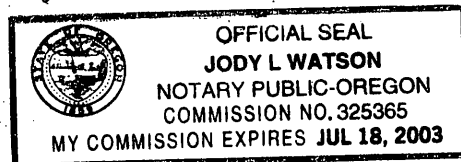
IN WITNESS WHEREOF, the parties have executed this document on this 2 day of May, 2003

Susan E. Shepersky
Susan E. Shepersky

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

This instrument was acknowledged before me this 2 day of May, 2003, by Susan E. Shepersky.

Jody L. Watson
Notary Public for Oregon
My Commission expires: July 18, 2003



CITY OF NEWBERG
ACCEPTED:

James H. Bennett
James H. Bennett, City Recorder
Dated: 4/14/03

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney
Dated: 4/14/03

THIS IS AN ACCOMMODATION RECORDING ONLY
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT
NORTHWEST TITLE COMPANY

AFTER RECORDING RETURN TO:
City of Newberg - Community Development
PO Box 970 - 414 E. First Street
Newberg, OR 97132

PEK
5/2/104

EXHIBIT "A"

Permanent Easement

A permanent easement located in the James Morris Donation Land Claim No. 46 and the Southwest Quarter of Section 7, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon being a portion of Lot 4, County Survey No. 147-C, said easement being more particularly described as follows:

BEGINNING at the Southwest corner of said James Morris DLC;
THENCE North, 1341.50 feet to a point in the West line of said Lot 4, said point being the TRUE POINT OF BEGINNING;
THENCE North 89° 48' 12" East, 69.00 feet to a point;
THENCE North, 32.00 feet to a point;
THENCE South 89° 48' 12" West, 69.00 feet to a point in the West line of said Lot 4;
THENCE South, 32.00 feet along the West line of said Lot 4 to the POINT OF BEGINNING.

Temporary Construction Easement

A temporary construction easement being the most southerly 35.00 feet of said Lot 4 lying North of and adjacent to the above described permanent easement and being limited by the Northward extensions of the East and West lines of said permanent easement.

EXHIBIT B

