

VOL 14 PAGE 507

GRANT OF EASEMENT

THIS INDENTURE, made and entered into this 9th day of September,
1960 by and between PAUL B. HALSTEAD and MARCELLA L. HALSTEAD,
husband and wife,

hereinafter referred to as the Parties of the First Part, and the City
of Newberg, a Municipal Corporation of Yamhill County, State of Oregon,
hereinafter referred to as the Party of the Second Part,

WITNESSETH:

That for and in consideration of the sum of TEN AND NO/100THS
DOLLARS, cash in hand paid to the Parties of the First Part,
the receipt of which is hereby acknowledged, and for other valuable
considerations, the Parties of the First Part have this day bargained
and sold, and by these presents do bargain, sell, convey, transfer and
deliver unto the Party of the Second Part, a permanent Easement and
Right-of-Way, including the perpetual right to enter upon the real
estate hereinafter described, at any time that it may see fit, and con-
struct, maintain and repair underground sewer lines and works, together
with such connections and equipment as may be necessary or desirable to
be used in connection therewith, for the purpose of conveying sewage
through and under the land hereinafter described, together with the
right to excavate and refill ditches and/or trenches for the location
of said sewer lines and equipment and the further right to excavate
and refill the same for the purpose of inspection, maintenance and re-
pair of said sewer lines and equipment and the replacement thereof, and
the further right to remove trees, bushes, undergrowth and other ob-
structions interfering with the location, construction, inspection, re-
pair and maintenance of said sewer lines, equipment and connections.

The land affected by the grant of this Easement and Right-of-Way is located in the City of Newberg, County of Yamhill and State of Oregon, and is more particularly described as follows:

Property described in Deed recorded in Book 187, Page 322, Deed Records of Yamhill County, Oregon.

The Easement and Right-of-Way hereby granted covers a strip of land 20 feet in width and more particularly described as follows, to-wit:

Being a Right-of-Way extending ten (10) feet on each side of the following described center line, to-wit:

Beginning at a point on curve and on the South line of Tax Lot 1732-98, 9 feet, more or less, East from the Southwest corner of Tax Lot 1732-98; thence following a 10° curve and intersecting the North line of Tax Lot 1732-98 at a point 77 feet, more or less, East from the Northwest corner of Tax Lot 1732-98.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the Party of the Second Part and unto its successors and assigns forever.

The Parties of the First Part have and do hereby covenant with the Party of the Second Part that they are lawfully seized and possessed of the real property above described; and that they have a good and lawful right to convey it, or any part of it; and that it is free from all encumbrances except as hereinafter stated, and that they will forever warrant and defend title thereto against the lawful claims of all persons whomsoever, except as hereinafter stated.

ENCUMBRANCES AS FOLLOWS:

A First Mortgage given by Paul B. Halstead and Marcella L. Halstead, husband and wife, to State of Oregon, represented and acting by the Director of Veterans Affairs, dated December 10, 1958 and recorded December 18, 1958 in Film Volume 2, Page 773, Deed & Mortgage Records of Yamhill County, Oregon.

As a part of this grant, the Parties of the First Part have and do hereby release any and all claims for damages, from whatsoever cause, incidental to the exercise of the rights herein granted, and the Party of the Second Part specifically agrees that all sewer pipes and fittings in said Right-of-Way will be placed and maintained at least " " inches below the surface of the ground, except manholes and other equipment required to be on or above the surface, and also except sewer pipe and fittings across or along existing water courses and ditches, and on or under non-tillable ground. Second Party agrees to install gates for access to said Easement.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first hereinabove stated.

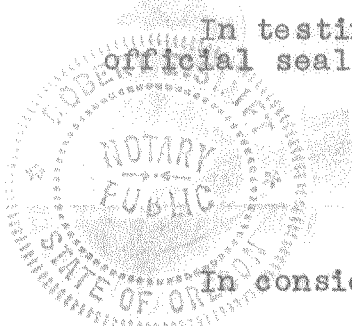
Paul B Halstead

Marcella L Halstead
PARTIES OF THE FIRST PART

STATE OF OREGON)
County of Yamhill) ss.

Be it remembered that on this 26 day of September, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PAUL B. HALSTEAD and MARCELLA L. HALSTEAD, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission expires: 10/24/62

In consideration of the construction of the sanitary sewer herein above described, the State of Oregon, represented and acting by the Director of Veterans Affairs, Mortgagee hereinabove mentioned, has and does hereby subordinate the lien of said mortgage to the within and foregoing Grant of Easement.

DATED this 17 day of November, 1960.

W. C. Saavedra, Director

ACCEPTED by the City of Newberg, a Municipal Corporation of the State of Oregon, this 3rd day of January, 1960, by Order of the Council.

Thomas Beatty

RECORDER

62699

STATE OF OREGON,

County of Yamhill,

} ss.

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 502 of Volume 2489 of the Records of Beatty for said County, on this 3rd day of Jan, A. D. 1960, at 1:06 o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.

JACK BEELER, County Clerk

By Ruth Petersen Deputy

450

ACCEPTED by the City of Newberg, a Municipal Corporation of the State of Oregon, this 2nd day of January, 1900, by Order of the Council.

[Signature]

RECORDER

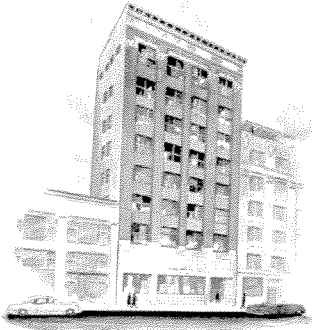
Herb Swift
City Attorney
Newberg, Oregon

68888

62699

STATE OF OREGON,
County of Yamhill,
I, JACK BEBLER, County Clerk in and for said County and State do hereby certify that a true and correct copy of the within and foregoing was received and filed in the office of the County Clerk of this County on this 2nd day of January, 1900.
In testimony whereof, I have hereunto subscribed my name and official title.
JACK BEBLER, County Clerk
[Signature]
Deputy

4 20



TITLE AND TRUST BUILDING

Title and Trust COMPANY

321 S.W. FOURTH AVENUE
Phone: CApital 8-1181
PORTLAND 4, OREGON

Premium \$ 22.50

Policy of Title Insurance

TITLE AND TRUST COMPANY, a corporation, (incorporated under the laws of the State of Oregon), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, does hereby insure the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against direct loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may be obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the CONDITIONS and STIPULATIONS herein, all of which are hereby made a part of this policy.

In witness whereof, **TITLE AND TRUST COMPANY** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

TITLE AND TRUST COMPANY

By

Donald V. McCullum

Attest:

D Reed Cottrell

President

Secretary
Assistant Secretary

SCHEDULE A

Amount \$ 1,000.00

Date January 12, 1961-- At 8:00 A.M.

INSURED

-----THE CITY OF NEWBERG, a Municipal Corporation -----
-----of Yamhill County, State of Oregon.-----

The fee simple title to said land is, at the date hereof, vested in

THE CITY OF NEWBERG, a Municipal Corporation of Yamhill County,
State of Oregon, fee simple estate.-----

The land referred to in this policy is described as

An Easement and Right of Way 20 feet in width, over Paul B. Halstead and wife property, recorded in Book 187, Page 322, Deed Records, being a right of way extending 10 feet on each side of the following described center line, to-wit:

Beginning at a point on curve and on the South line of (1732-98); 9 feet, more or less, East from the Southwest corner of (1732-98); thence following a 10° curve and intersecting the North line of (1732-98) at a point 77 feet, more or less, East from the Northwest corner of (1732-98).-----

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 4 and 5 on page 1 of this policy.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; pending proceedings for vacating, opening or changing of streets or highways preceding entry of the ordinance or order therefor.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
5. Newberg City Liens, if any.-----

CONDITIONS AND STIPULATIONS

(Includes those in the
American Title Association-Owner's Additional Coverage Policy)

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date; and
- (e) "the insured": if a named Insured is the owner of the indebtedness secured by a mortgage or deed of trust shown in Schedule B, then, in addition to the parties named as Insured or referred to as "the Insured" herein, "the Insured" shall include (1) each successor in ownership of such indebtedness, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, and (3) any government agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof.

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting, regulating or prohibiting the occupancy, use or enjoyment of the land, or the character, dimensions or location of any improvement now or hereafter erected on said land, or prohibiting a reduction in the dimensions, area or separation in ownership, of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of judicial action to exercise such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the premises expressly described in Schedule A, or title to streets, roads, avenues, lanes or ways on which such premises abut, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the premises abut upon a physically open street or highway this policy insures the ordinary rights of abutting owners for access thereto unless restricted by governmental regulations or otherwise excepted or excluded herein.
- (d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured, or (2) known to the Insured either at the date of this policy or at the date such Insured acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy, or (3) resulting in no direct loss to the Insured, or (4) attaching or created subsequent to the date hereof.
- (e) Loss or damage which would not have been sustained if the Insured were a bona fide purchaser or encumbrancer for value.

3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, which litigation is founded upon a defect, lien or encumbrance insured against by this policy, and may pursue such litigation to final determination in the court of last resort.
- (b) In case any such action or proceeding shall be begun, or in case knowledge shall come to the Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or in the event the title is rejected as unmarketable by one who has leased or has contracted to purchase, lease or lend money on the land described in Schedule A hereof, the Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of the title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title as insured.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all assistance in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within one year after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

- (a) The Company reserves the option to pay, settle or compromise for or in the name of the Insured, any claim insured against or to pay the full amount of this policy and such payment or tender of payment, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder.
- (b) In case loss is claimed under this policy by an insured owner on an indebtedness secured by a mortgage or deed of trust the Company at its option may pay such Insured an amount equal to such indebtedness, together with all costs which the Company is obligated hereunder to pay, in which case the Insured shall assign and transfer to the Company said mortgage or deed of trust and the indebtedness secured thereby, and such payment shall terminate all liability of the Company hereunder as to such Insured.

6. PAYMENT OF LOSS

- (a) The liability of the Company under this policy shall in no case exceed, in all, the direct loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.
- (b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.
- (d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage or deed of trust shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage or deed of trust.
- (e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

7. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any

mortgage or deed of trust shown or referred to in Schedule B hereof or any mortgage or deed of trust hereafter executed by the Insured which is a charge or lien on the land described or referred to in Schedule A. The provisions of this paragraph numbered 7 shall not apply to an insured owner of an indebtedness secured by a mortgage or deed of trust shown in Schedule B unless such Insured acquires title to said land in satisfaction of said indebtedness or any part thereof.

8. COINSURANCE AND APPORTIONMENT

- (a) In the event that a partial loss occurs after an alteration or improvement subsequent to the date of this policy, and only in that event, the Insured becomes a co-insurer to the extent hereinafter set forth. If the cost of the alteration or improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the alteration or improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the Insured pursuant to the terms of this policy or to costs imposed on the Insured in such actions or proceedings, and shall not apply to losses which do not exceed, in the aggregate, an amount equal to one per centum of the face amount of this policy. Provided, however, that the foregoing coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed the amount of this policy, and provided further that the foregoing coinsurance provisions shall not apply to an insured owner of an indebtedness secured by a mortgage or deed of trust shown in Schedule B prior to acquisition of title to said land in satisfaction of said indebtedness or any part thereof.
- (b) If the land described or referred to in Schedule A is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the face amount of this policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

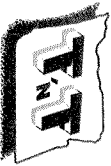
10. POLICY ENTIRE CONTRACT

All actions or proceedings against the Company must be based on the provisions of this policy. Any other action or actions or rights of action that the Insured may have or may bring against the Company shall be deemed to have merged in this policy and to be restricted to its terms and conditions. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company. The Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

11. NOTICES, WHERE SENT

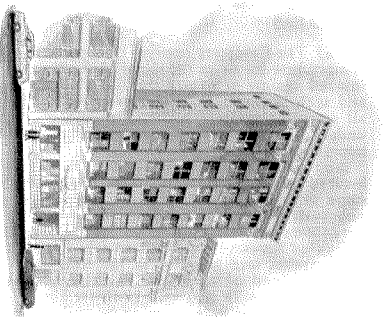
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy.

"The Symbol of Service"



McIntosh

TITLE INSURANCE POLICY



TITLE AND TRUST BUILDING

Title and Trust COMPANY

321 S. W. FOURTH AVENUE
Phone: Capitol 8-1181
PORTLAND 4, OREGON

BRANCH OFFICES

- BENTON COUNTY
TITLE AND TRUST COMPANY
Corvallis
- CLACKAMAS COUNTY
TITLE AND TRUST COMPANY
Oregon City
- CLATSOP COUNTY
TITLE AND TRUST COMPANY
Astoria
- COLUMBIA COUNTY
TITLE AND TRUST COMPANY
St. Helens
- HOOD RIVER COUNTY
TITLE AND TRUST COMPANY
Hood River
- LINCOLN COUNTY
TITLE AND TRUST COMPANY
Newport
- LINN COUNTY
TITLE AND TRUST COMPANY
Albany
- TILLAMOOK COUNTY
TITLE AND TRUST COMPANY
Tillamook
- WASHINGTON COUNTY
TITLE AND TRUST COMPANY
Hillsboro and Beaverton
- YAMHILL COUNTY
TITLE AND TRUST COMPANY
McMinnville

ASSOCIATE OFFICES

- BAKER COUNTY
BAKER ABSTRACT & TITLE CO.
Baker
- DESCHUTES COUNTY
BEND ABSTRACT COMPANY
Bend
- DOUGLAS COUNTY
DOUGLAS COUNTY TITLE COMPANY
Roseburg
- JACKSON COUNTY
JACKSON COUNTY TITLE COMPANY
Medford
- LANE COUNTY
LANE COUNTY TITLE COMPANY
Eugene
- MARION COUNTY
SALEM TITLE COMPANY
Salem
- POLK COUNTY
SALEM TITLE COMPANY
Dallas
- UNION COUNTY
THE ABSTRACT & TITLE COMPANY
La Grande
- WASCO COUNTY
WASCO TITLE OREG. LTD.
The Dalles