

NOTE FROM TABRINA

TO:

Peggy

DATE:

10/29/96

☐	For your information	☐	Please note and return
☐	For your signature	☒	For your files
☐	Please take action	☐	Would like to see you

REMARKS:

original

PUBLIC SIDEWALK EASEMENT

In consideration of the sum of \$0 and other valuable consideration, George M. and Lena M. Lopiparo, 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:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose hereinabove 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 hereinabove 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, I have executed said document on this 12 day of August, 1996

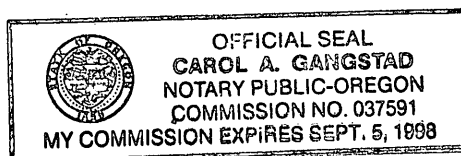
George M. LoPiparo
George M. LoPiparo

Lena M. LoPiparo
Name Lena M. LoPiparo
PO Box 12585
Address
Portland, Oregon 97212
City, State, Zip

STATE OF Oregon)
) ss.
County of Multnomah)

THIS CERTIFIES that on this 12 day of August, 1996, before me, the above signed, personally appeared George M. & Lena M. LoPiparo and acknowledged the foregoing instrument to be their voluntary act and deed.

Carol A. Gangstad
Notary Public For Oregon
My Commission expires: 9-5-98



Accepted as to form and intent by the City of Newberg, a Municipal Corporation of the State of Oregon.

Dated this 12th day of Oct., 1996

APPROVED AS TO FORM:

Duane R. Cole
Duane R. Cole, City Manager

Terrence D. Mahr
Terrence D. Mahr
City Attorney

After Recording return to:
City of Newberg
c/o City Attorney
414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



20.00

199617490 09:08am 10/24/96

001 038107 10 04 000200
1 0 D13 2 10.00 10.00 0.00 0.00 0.00 0.00

EXHIBIT "A"

Parcel 1:

A parcel of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in the City of Newberg, Yamhill County, Oregon, and described as follows:

The Easterly 126 Feet of the Southerly 5 Feet of Parcel 3 of that property conveyed by Portland Fixture Limited Partnership to George M. Lopiparo, Sr. and Lena M. Lopiparo, in Film Volume 231, Page 416 of Yamhill County Deed Records.

Parcel 2:

A parcel of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in the City of Newberg, Yamhill County, Oregon, and described as follows:

The Southerly 5 Feet of that property conveyed by Lloyd E. Brandt to George M. Lopiparo and Lena M. Lopiparo, in Film Volume 239, Page 1506 of Yamhill County Deed Records.

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