



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 24th day of May, 1995,
by and between MICHAEL E. WILLCUTS
hereinafter called the first party, and THE CITY OF NEWBERG, a Municipal Corporation
hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Yamhill
County, State of Oregon, to-wit:

See Exhibit "A" Attached

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



25.00

199508410 2:51pm 07/03/95

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and has the unrestricted right to grant the easement hereinafter described relative to the real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party an easement for utilities over the Easterly 10 feet of the above described property.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of continual, always subject, however, to the following specific conditions, restrictions and considerations: NONE

NORTHWEST TITLE COMPANY "D"

IF THIS EASEMENT IS FOR A RIGHT OF WAY OVER OR ACROSS THE REAL ESTATE, THE CENTER LINE OF THE EASEMENT IS DESCRIBED AS FOLLOWS: XXXXX

and second party's right of way shall be parallel with the center line and not more than feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for% and the second party being responsible for%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated May 24, 19 95

MICHAEL E. WILLCUTS

FIRST PARTY

THE CITY OF NEWBERG

BY: Duane R. Cole

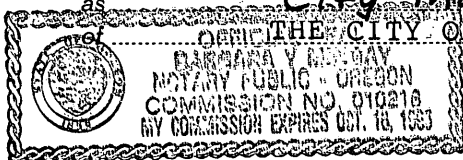
SECOND PARTY

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on May 24, 19 95,
by MICHAEL E. WILLCUTS

This instrument was acknowledged before me on May 24, 19 95,
by Duane R. Cole

as City Manager



Barbara Y. Mingay
Notary Public for Oregon
My commission expires 5/18/97 10-15-95

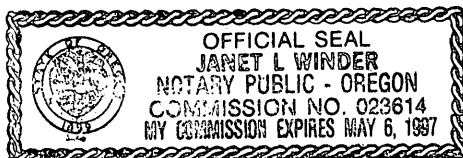
STATE OF OREGON,

County of Yamhill } ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 24th day of May, 19 95,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named MICHAEL E. WILLCUTS

known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that he 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.

Janet L. Winder
Notary Public for Oregon
My commission expires 5/6/97

EXHIBIT "A"

A portion of Lots 3 and 4, Block 3, in the duly recorded subdivision "NEWALLS ADDITION", being a part of the Sebastian Brutscher Donation Land Claim No. 51, Notification No. 1470, in the Southwest Quarter of Section 16, Township 3 South, Range 2 West, Willamette Meridian, City of Newberg, Yamhill County, Oregon described as follows:

Commencing at the Northeast corner of Lot 8, Block 3, "NEWALLS ADDITION"; thence South 01 deg. 00 min. 00 sec. West along the East line of said Block 3, 326.14 feet to a 5/8 inch iron rod on the North right-of-way line of North Highway 99 West; thence South 65 deg. 53 min. 58 sec. West along said North right-of-way line 216.62 feet to a 5/8 inch iron rod, said iron rod being the point of beginning of the herein described parcel; thence North 23 deg. 40 min. 00 sec. West parallel and 20.00 feet distant to the West line of said Lot 3, 141.04 feet to a 5/8 inch iron rod on the Southerly right-of-way line of Hadley Road; thence North 66 deg. 20 min. 00 sec. East along said Southerly right-of-way line 65.00 feet to a 5/8 inch iron rod; thence South 23 deg. 40 min. 00 sec. East parallel and 85.00 feet distant to the West line of said Lot 3, 140.55 feet to a 5/8 inch iron rod on the North right-of-way line of North Highway 99 West; thence South 65 deg. 53 min. 58 sec. West along said North right-of-way line 65.00 feet to the point of beginning.