

**SPAULDING DIVISION**

Newberg, Oregon

August 2, 1965

Mr. M. C. Gilbert  
City Recorder  
412 East First St.  
Newberg, Ore. 97132

Dear Sir:

Enclosed is an executed copy of City of Newberg Resolution No. 5 - 105 for use of the old Marion County Bridge for a pump installation.

The required Certificate of Insurance will be forwarded immediately upon receipt from our carrier.

Very truly yours,

SPAULDING DIVISION OF  
PUBLISHERS' PAPER CO.

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V. G. Anderson, Manager

VGA  
/P  
Enc.



WHEREAS, Spaulding Division of Publishers' Paper Co., owners and operators of the pulp mill at Newberg, Oregon, have requested permission from the City of Newberg to install an electric motor and water pump on the old Marion County Bridge, now owned by the City of Newberg, and situated near said mill, and the Water and Streets Committee of the Council has investigated said request and reported to the Council favorably thereon; and

WHEREAS, it is understood that said water pumping installation will be so situated as to be supported directly by a bridge pier and will not cause dangerous vibration of the bridge, and the intake thereof will not affect navigation on the Willamette River; and

WHEREAS, said Spaulding Division, Publishers' Paper Co., has agreed by letter to protect and save harmless the City of Newberg, its officers, agents and employees from all liability for damage to persons or property arising out of the installation and use of said water pump equipment and to provide liability insurance coverage for said city, its officers, agents and employees accordingly, and the Council now being fully advised in the premises;

NOW, THEREFORE, BE IT RESOLVED as follows, to-wit:

1. That permission is hereby granted to Spaulding Division, Publishers' Paper Co., to install and maintain a temporary electrical water pumping motor and pump installation and allied equipment on the old Marion County bridge now owned by the City of Newberg and situated near the mill of said Spaulding Division, subject to the following:

a. Said water pumping installation shall be installed at such point as the Newberg Superintendent of Public Works shall designate.

b. Said Spaulding Division shall provide for all costs and expenses of installation, operation, maintenance, repair and removal of said water pumping equipment and shall keep and maintain the same at all times in good working order and free from unnecessary hazards.

c. Said Spaulding Division shall protect and save harmless the City of Newberg from all costs and expenses arising out of the installation, maintenance and operation of said pumping equipment.

d. Said Spaulding Division shall protect and save harmless the City of Newberg, its officers, agents and employees from all liability, whether to the representatives and employees of Spaulding Division or those contracting with said Division, and their employees, or members of the public arising out of the



installation, operation or maintenance of said water pump, pipe line, and power line and associated equipment, and resulting in damage to person or property or both, whether based upon negligence or otherwise.

e. That Spaulding Division shall furnish to the City of Newberg written evidence of liability, insurance coverage protecting said City, its officers, agents and employees against all hazards and exposures hereinabove mentioned, with policy limits satisfactory to the Water and Street Committee of the Council, and that such coverage shall be maintained in force at all times that said pumping installation is on the bridge.

2. That a copy of this Resolution shall be furnished to Spaulding Division, Publishers' Paper Co., and that their acceptance of the terms hereof by endorsement thereon shall authorize them to proceed with the said water pump installation.

ADOPTED BY THE COUNCIL this 6th day of July, 1965.

  
M. C. GILBERT

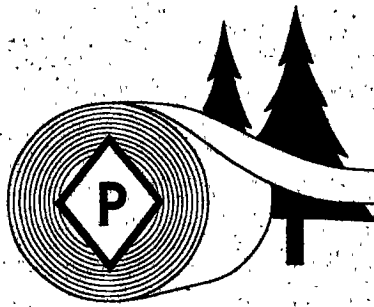
Recorder

Approved and accepted this 26<sup>th</sup> day  
of July, 1965

SPAULDING DIVISION, PUBLISHERS' PAPER CO.

By 





# PUBLISHERS' PAPER Co.

POST OFFICE BOX 551 ••• OREGON CITY, OREGON

August 12, 1965

City of Newberg  
414 East First Street  
Newberg, Oregon

Attn: Mr. M. C. Gilbert  
City Recorder

Gentlemen:

Re: Certificate of Insurance

I have attached a Certificate of Insurance as required by your City Council Resolution No. 5-105. This resolution, in part, allows Spaulding Division of Publishers' Paper Co. to install a water pump on the old Marion County bridge. Please note under "Special Conditions" that the City of Newberg is named as an additional insured (under these two policies) as respects the City Council's Resolution No. 5-105, dated July 6, 1965.

If for some reason this certificate does not meet the requirements of the city, please advise.

Yours very truly,

R. D. Coster  
Insurance Manager

RDC:st

Enclosure

cc: V. G. Anderson  
Spaulding Division



10/9/68

NOTES re option, City of Newberg--Publishers Paper Co.

For a period of two years from date of option

Covering a square tract of land measuring 100 feet x 100 feet in size and situated in the northeast corner of a tract of land conveyed by Harland Bixby and Ethel A. Bixby, husband and wife, to Anton G. Blom and Beatrice M. Blom, husband and wife, by deed dated December 23, 1954, and recorded \_\_\_\_\_ in F.V. \_\_\_\_\_ page \_\_\_\_\_, Yamhill County Deed and Mortgage Records. Agreed price of \$ \_\_\_\_\_ in cash for conveyance by warranty deed. No exceptions.

NOE: Amount of consideration not yet certain



MEMO FROM....

**M.C. GILBERT**

**DATE:** 10/3-68

Herbert:

Please draw an option for purchase from Publisher's Paper Company of a tract 100 ft x 100 ft at N.E. Corner of tract of land as described.

Option at \$1.00.

To be used for future pumping station for sewage.

Thanks,

MCG.

*2 year  
from date*



KNOW ALL MEN BY THESE PRESENTS, That Harland Bixby and  
Ethel A. Bixby, husband and wife,

in consideration of Ten-

grantor. S

Dollars,

to them paid by Anton G. Blom and Beatrice M. Blom, husband  
and wife,

do hereby grant, bargain, sell and convey unto the said grantee. S, their heirs and assigns, all  
the following real property, with the tenements, hereditaments and appurtenances, situated in the County  
of Yamhill and State of Oregon, bounded and described as follows, to-wit:

Being a part of the original Donation  
Land Claim of Samuel D. Snowden, notification  
No. 1476, Claim No. 68, in Township 3 South,  
Range 2 West of the Willamette Meridian, in  
Yamhill County, Oregon; said part being  
described as follows:

Beginning at the Northwest corner of  
said Claim; and running thence South 89° 30'  
East on the North boundary line of said Claim  
21.74 chains; thence South 3.68 chains; thence  
North 89° 30' West 21.74 chains to the West  
line of said Claim; and thence North on the  
West line of said Claim 3.68 chains to the  
place of beginning, and containing 8 acres.

To Have and to Hold the above described and granted premises unto the said grantee. S, their  
heirs and assigns forever.

And the grantor. S do covenant that they are lawfully seized in fee simple of the above  
granted premises free from all encumbrances,

and that they will and their heirs, executors and administrators, shall warrant and forever  
defend the above granted premises, and every part and parcel thereof, against the lawful claims and  
demands of all persons whomsoever.

Witness their hand. S and seal. S this 25th day of December, 1954.

Harland Bixby (SEAL)

Ethel A. Bixby (SEAL)

STATE OF OREGON,

County of Yamhill.

On this 23rd day of December, 1954,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the  
within named Harland Bixby and Ethel A. Bixby, 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.

Notary Public for Oregon.

My Commission expires September 27, 1958

WARRANTY DEED

62249

STATE OF OREGON,

HARLAND BIXBY and

ETHEL A. BIXBY

County of Yamhill



