

EASEMENT

Recording Information

Between

Yamhill County
535 NE 5th Street
McMinnville, OR 97128
and

McMinnville Water & Light
PO Box 638, 855 NE Marsh Lane
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
BRIAN VAN BERGEN, COUNTY CLERK

201907200

After recording, return to:
McMinnville Water & Light
PO Box 638, 855 NE Marsh Lane
McMinnville, OR 97128



\$106.00

06/06/2019 03:47:39 PM

DMR-EDMR Cnt=1 Stn=4 JENSENC
\$30.00 \$5.00 \$11.00 \$60.00

EASEMENT

THIS EASEMENT, Made and entered into this 20 day of May, 2019, by and between Yamhill County, a political subdivision of the State of Oregon, hereinafter called the First Party, and the City of McMinnville, a Municipal Corporation of the State of Oregon, acting by and through its WATER & LIGHT COMMISSION, 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:

A parcel of land in Section 15, Township 4 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, being all that real property identified as Yamhill County Tax Lot 4415-1600 and more particularly described and recorded in Volume 56, Page 377, and Volume 117, Page 630, Yamhill County Deeds and Records, Yamhill County, Oregon.

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

NOW, THEREFORE, for good and valuable consideration; the receipt of which is hereby acknowledged, the First Party does hereby grant and convey unto the Second Party: A perpetual easement to construct, maintain, re-construct, improve, repair and replace, operate, and make connections to a water distribution system and related equipment, including but not limited to: main lines, service lines, vaults, valves, fittings, hydrants, meter boxes and meters.

This easement is for right-of-way as described below over and across County's real estate above described and further described as follows:

Beginning at a point lying South 382.16 feet and East 517.49 feet of the Southeast corner of the J.J. Hembree Donation Land Claim #46; thence South 88°05'15" East 205.00 feet; thence South 01°54'45" West 7.5 feet to the South line of that easement to MW&L recorded in document 200014869, Easement "C" – Water Distribution System, recorded in the Yamhill County Clerk's Office to the **TRUE POINT OF BEGINNING**; thence continuing South 01°54'45" West 16.00 feet; thence South 88°05'15" East 20.00 feet; thence North 01°54'45" East 16.00

feet to the South line of said easement to MW&L; thence North 88°05'15"West, along the South line of said easement, 20.00 feet to the **TRUE POINT OF BEGINNING**. As shown on Exhibit A.

TO HAVE AND TO HOLD said easement and right-of-way to the said Second Party and to its successors and assigns forever.

The Second Party shall have all rights of unobstructed ingress and egress to and from said easement (including the right to cut, trim and remove trees, bushes, brush, overhanging branches and other obstructions) necessary for the Second Party's use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

The First Party reserves the right to use the surface of the above-described easement, except First Party shall not have the right to construct or locate any structures within the easement area.

The First Party and the Second Party agree that the First Party shall not have the authority to grant to any other third party, an easement over, under or through the easement area described above, without Second Party's written consent thereto. Any consent by the Second Party to a third party easement shall be subject to conditions required by Second Party to protect the Second Party's facilities line and the Second Party's unobstructed access to such facilities. The Second Party may require that all costs incurred by reason of the presence of such third party utility be borne by such third party upon the repair, replacement, construction or reconstruction of the Second Party's utility improvements.

The First Party hereby covenants to and with the Second Party, its successors and assigns, that First Party is lawfully seized and possessed of the real premises and that the First Party has a good and lawful right to convey said easement or any part thereof; that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement; and that First Party will forever warrant and defend their title thereto against the lawful claims of all persons whomsoever.

This easement 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, successors and assigns.

In construing this easement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on this, the day and year first hereinabove written.

Richard L. Olson

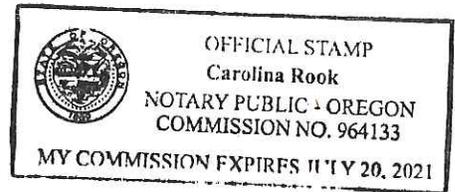
Richard L. Olson
Chair

STATE OF OREGON)
County of Yamhill) Ss.

May 6, 2019

This record was acknowledged before me on the 6th day of May, 2019 by Richard L. Olson, Chair

Before me: Carolina Rook
Notary Public for Oregon
My Commission Expires: July 20, 2021



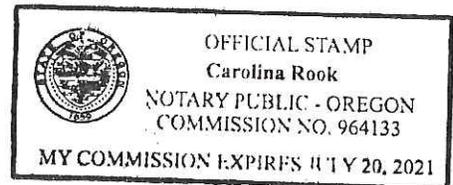
Mary Starrett
Mary Starrett
Vice Chair

STATE OF OREGON)
County of Yamhill) Ss.

May 6, 2019

This record was acknowledged before me on the 6th day of May, 2019 by Mary Starrett, Vice Chair.

Before me: Carolina Rook
Notary Public for Oregon
My Commission Expires: July 20, 2021



Casey Kulla
Casey Kulla
Commissioner

STATE OF OREGON)
County of YAMHILL) Ss.

May 3, 2019

This record was acknowledged before me on the 3RD day of May, 2019 by Casey Kulla, Commissioner.

Before me: Keri Lyn Hinton
Notary Public for Oregon
My Commission Expires: 10-10-22



Statement of acceptance:

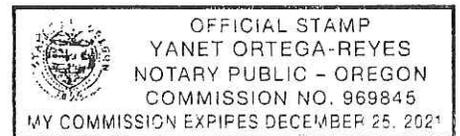
Scott A. Hill
Scott A. Hill
Mayor & Ex-Officio Member of
the Water & Light Commission

STATE OF OREGON)
County of Yamhill) Ss.

May 20, 2019

This record was acknowledged before me on the 20 day of May, 2019 by Scott A. Hill, as mayor of the City of McMinnville and ex-officio member of the Water & Light Commission.

Before me: [Signature]
Notary Public for Oregon
My Commission Expires: 12/25/21



ATTEST:

Trena D. McManus

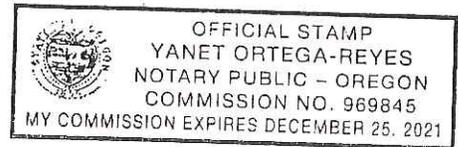
Trena D. McManus
Clerk of Commission

STATE OF OREGON)
) Ss.
County of Yamhill)

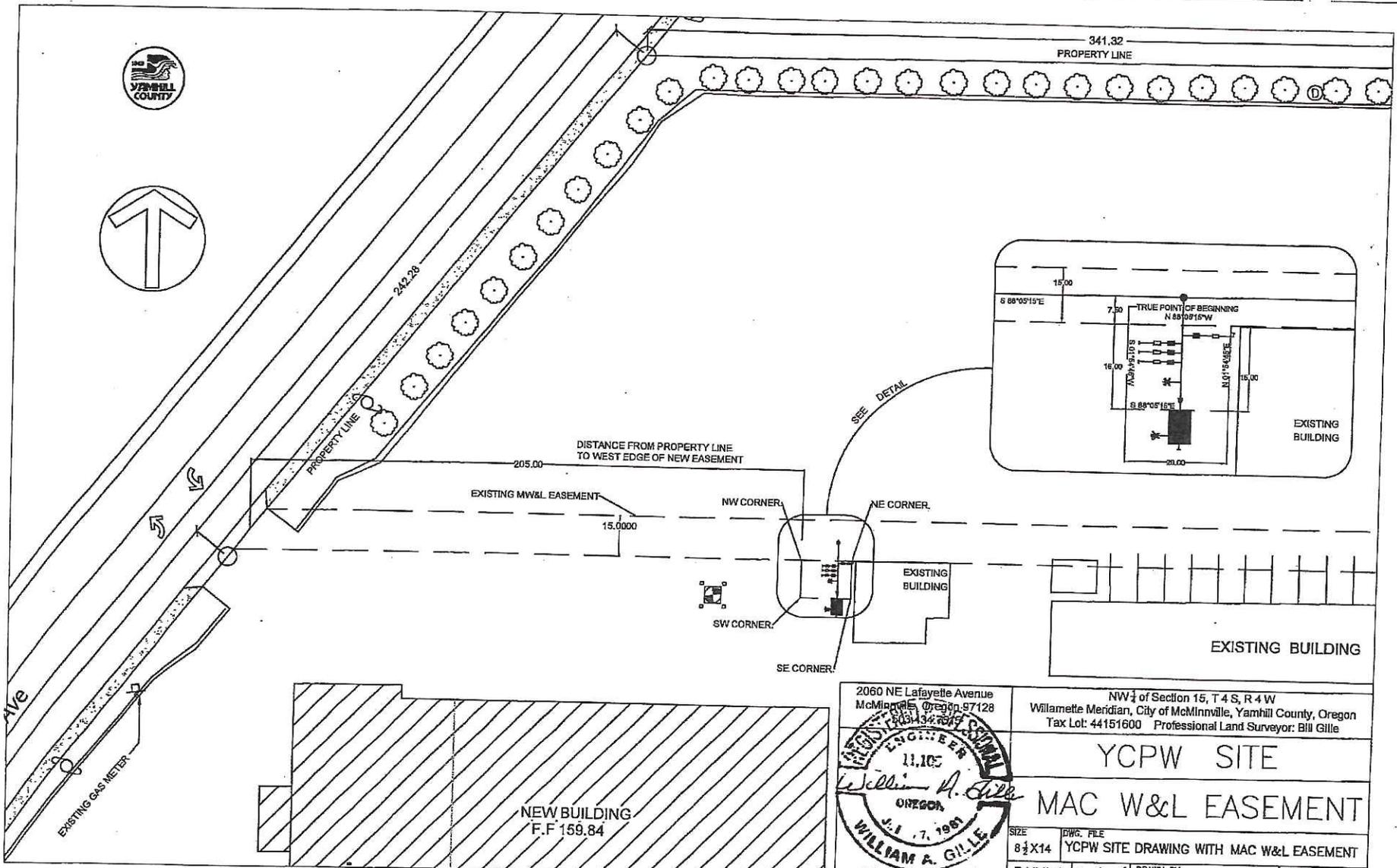
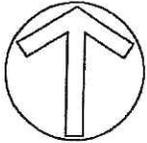
May 20, 2019

This record was acknowledged before me on the 20th day of May, 2019 by Trena D. McManus as Clerk of the Water & Light Commission.

Before me: *[Signature]*
Notary Public for Oregon
My Commission Expires: 12/25/21



Accepted by Yamhill County
Board of Commissioners on
04/23/19
5/2/19 by Board Order
19-136



2060 NE Lafayette Avenue
 McMinnville, Oregon 97128
 503.434.7500
 11.105
 William A. Gille
 OREGON
 J. J. 7, 1981
 WILLIAM A. GILLE
 Expires 4/30/2019

NW 1/4 of Section 15, T 4 S, R 4 W
 Willamette Meridian, City of McMinnville, Yamhill County, Oregon
 Tax Lot: 44151600 Professional Land Surveyor: Bill Gille

YCPW SITE
 MAC W&L EASEMENT

SIZE	8 1/2 X 14	FILE	YCPW SITE DRAWING WITH MAC W&L EASEMENT
Exhibit A	Page 6 of 6	DRAWN BY:	Jonathan Wilson
		Date:	4/16/2018

B.O. 19-136
 Exhibit "A"