

**EASEMENT**

**Recording Information**

**Between**

Yamhill County  
535 NE 5<sup>th</sup> Street  
McMinnville, OR 97128  
and

McMinnville Water & Light  
P.O. Box 638, 855 Marsh Lane  
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS  
BRIAN VAN BERGEN, COUNTY CLERK

**201719395**

**After recording, return to:**  
McMinnville Water & Light  
P.O. Box 638, 855 Marsh Lane  
McMinnville, OR 97128



**\$66.00**

**12/05/2017 10:46:33 AM**

DMR-EDMR Cnt=1 Stn=2 MILLSA  
\$30.00 \$5.00 \$11.00 \$20.00

**EASEMENT**

THIS EASEMENT, Made and entered into this 9<sup>th</sup> day of November, 2017, 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:

Part of the Madison Malone and wife Donation Land Claim #49 in Section 15, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon being Tax Lot 441501600, further described in Warranty Deed from Wallace S. Baltzell, individually, a single man, and Wallace S. Baltzell, executor of the estate of Lillard L. Baltzell, deceased the said Lillard L. Baltzell also know as Lillard Baltzell to Yamhill County, a political subdivision of the State of Oregon and recorded in Volume 56 Page 377 in Yamhill County Deed 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 an electric distribution system and related equipment, including but not limited to: conduit, transformers, vaults, primary conductors, secondary conductors, and meters.

Easement is for a right-of-way over and across:

THAT PORTION OF PARCEL 2, AS SET FORTH IN DEED RECORDED IN BOOK 182, BEING A PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4

WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PORTION BEING A 15-FOOT STRIP OF LAND LYING 7.5 FEET ON EACH  
SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BAR & CAP STAMPED "MATT DUNCKEL" ON THE  
NORTHWEST MARGIN OF NE LAFAYETTE AVENUE, FROM WHICH A FOUND  
BAR AND CAP STAMPED "MATT DUNCKEL" AT THE SOUTHERLY CORNER OF  
PARCEL 2 PER PARTITION PLAT 2007-92, RECORDS OF YAMHILL COUNTY,  
BEARS NORTH 40°14'20" EAST 50.01 FEET;  
THENCE SOUTH 69°13'19" EAST 321.45 FEET;  
THENCE NORTH 01°48'22" EAST 7.50 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 88°11'38" WEST 7.50 FEET;  
THENCE NORTH 01°48'22" EAST 15.56 FEET TO A POINT HERINAFTER  
REFERRED TO AS POINT 'A' AND THE END OF THIS CENTERLINE  
DESCRIPTION;

TOGETHER WITH A 10-FOOT STRIP OF LAND LYING 5-FEET ON EACH SIDE OF  
THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT 'A';  
THENCE NORTH 88°08'05" WEST 257.84 FEET;  
THENCE NORTH 56°37'50" WEST 20.89 FEET TO THE SOUTHEASTERLY MARGIN  
OF NE LAFAYETTE AVENUE AND THE END OF THIS CENTERLINE  
DESCRIPTION;

THE SIDELINES THEREOF SHALL BE LENGTHENED OR SHORTENED TO  
INTERSECT WITH EACH OTHER AND TERMINATE AT THE SOUTHEASTERLY  
MARGIN OF NE LAFAYETTE AVENUE.

CONTAINING 3,133 SQUARE FEET OR 0.072 ACRES., as shown on Exhibit "B".

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.

  
Stan Primozych  
Chair, Yamhill County Board of Commissioners

STATE OF OREGON            )  
  ) Ss.  
County of Yamhill        )

November, 2017

This record was acknowledged before me on the 9<sup>th</sup> day of November, 2017 by Stan Primozych, Chair of Yamhill County Board of Commissioners.

Before me: Keri Lyn Hinton  
Notary Public for Oregon  
My Commission Expires: June 16, 2018



Approved As To Form  
by Christian Boenisch  
Christian Boenisch  
County Counsel  
Yamhill County

*Christian Boenisch*

Christian Boenisch  
County Counsel, Yamhill County

STATE OF OREGON )  
County of Yamhill ) Ss.

November, 2017

This record was acknowledged before me on the 13<sup>th</sup> day of November, 2017 by Christian Boenisch, County Counsel, Yamhill County.

Before me:

*[Signature]*

Notary Public for Oregon  
My Commission Expires: 2/1/2021



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.

December 01, 2017

This record was acknowledged before me on the 1<sup>st</sup> day of December, 2017 by Scott A. Hill, as mayor of the City of McMinnville and ex-officio member of the Water & Light Commission.

Before me:

*Meghan Kaylene Womeldor*

Notary Public for Oregon  
My Commission Expires: 07/05/2020



ATTEST:

*Leena McManus*  
~~Mary Ann Nolan~~ *Leena McManus*  
Clerk of Commission

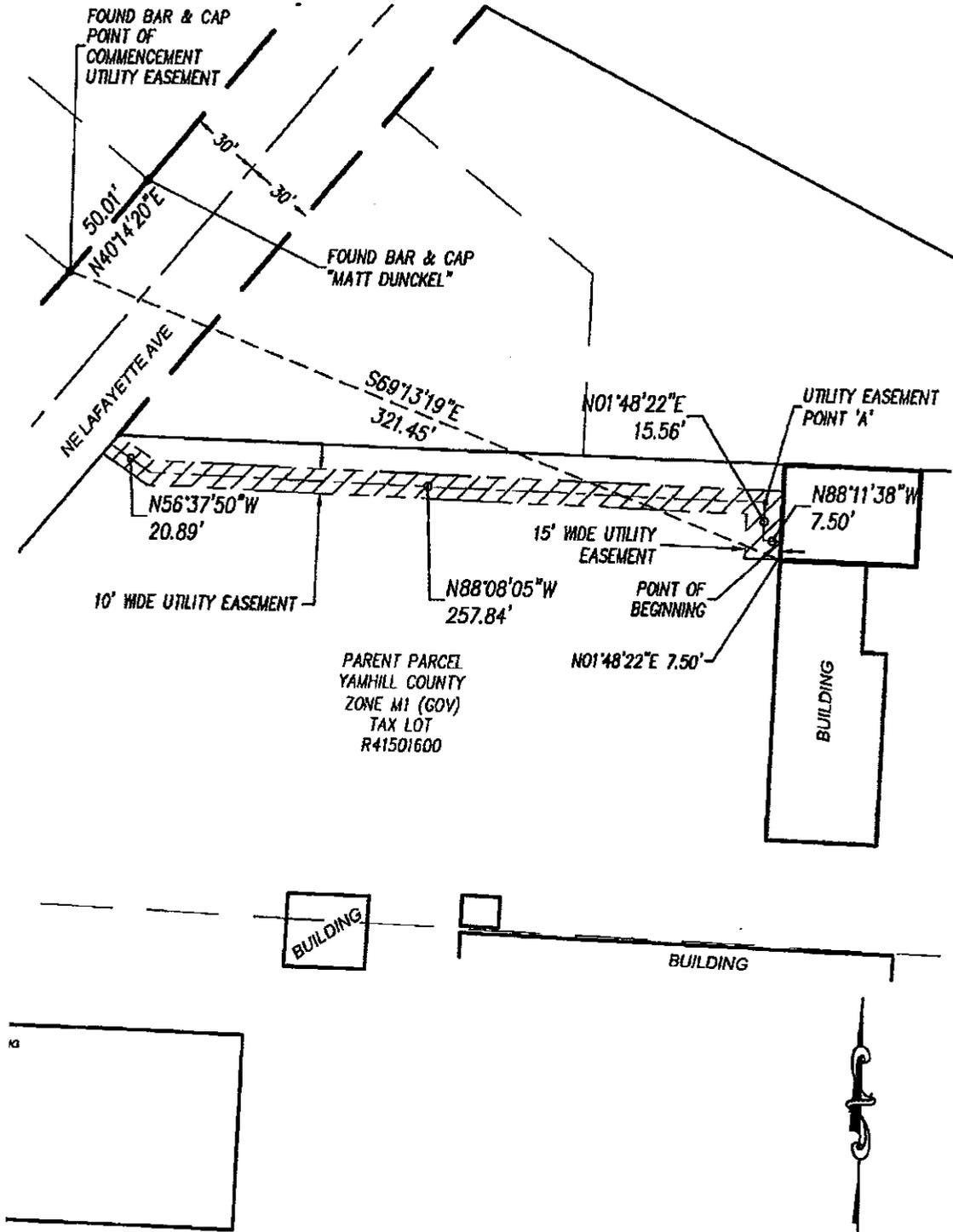
STATE OF OREGON            )  
  ) Ss.  
County of Yamhill         )

December 01, 2017

This record was acknowledged before me on the 1<sup>st</sup> day of December, 2017 by Mary Ann Nolan as Clerk of the Water & Light Commission.

Before me: *Meghan Kaylene Womeldorf*  
Notary Public for Oregon  
My Commission Expires: 7/05/2020





SCALE 1"=60'

EXHIBIT 'B'