

TOP

*Dec 2, 2010*

Record 222194

BOOK 249 PAGE 117

INDEXED

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT TILLAMOOK COUNTY, hereinafter referred to as the Grantor, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CITY OF WHEELER, Oregon, it's successors and assigns, hereinafter referred to as the Grantee, a permanent right to construct, reconstruct, operate and maintain a sanitary sewer and all necessary related facilities under and on Tract 4054 as described by deed recorded March 25, 1968 in Book 211, Page 742, Official Records of Deeds, Tillamook County, Oregon and situated in the NE 1/4, NW 1/4, Sec. 2, T2N, R10W, Willamette Meridian, Tillamook County, Oregon (Tax Lot 1100).

Said easement and right-of-way hereby granted covers a triangular piece of land over and across the above-described land, the boundary of said triangular piece of land being more particularly described as follows:

x16 Commencing at a point which is N 11° 53' W 223.8 feet and S 21° 37' W 100 feet from the initial point of Rowe's Addition to Wheeler and thence continuing S 21° 37' W 43.08 feet to the true point of beginning of this easement; thence continuing S 21° 37' W 73.85 feet to the southwesterly corner of said Tract 4054; thence S 88° 48' E 21.51 feet; thence N 42° 43' E 69.34 feet to the beginning.

The grant and other provisions of this easement shall constitute a covenant running with the land for benefit of the Grantee, it's successors and assigns.

The Grantor reserves the right to use the land surface for any purpose which does not interfere with the said easement but no structure shall be placed over the sanitary sewer without prior written permission of Grantee.

Grantee, by acceptance of this grant, covenants and agrees to and with the Grantor, at all times to protect and save harmless the Grantor from all claims, actions, suits, losses, expenses, or damages of every kind and description which may accrue to or be suffered by any person or persons arising out of the use of said sanitary sewer and/or the neglect of the Grantee in the construction, reconstruction, maintenance, repair, or use of the sanitary sewer and related facilities owned and operated by said Grantee, it's successors or assigns. The Grantee specifically agrees that, following the original construction, the land will be regraded to it's original condition but will not be reseeded or replanted, but that whenever, and as often as, in the exercise of this Easement, said lands are disturbed for reconstruction, maintenance, or repair, the land shall be returned to the condition it was in immediately prior to said disturbance as soon as reasonably practicable.

The undersigned covenants that Tillamook County is the owner of the above-described land.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 30th day of March, 1977.

222194  
349/931  
4-11-77

110

*Dec 2, 2010*

Return to: *Escrow Office*

By *[Signature]* Deputy

TOP

Right-of-Way Easement  
Page 2

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

ATTEST: JUNE WAGNER  
COUNTY CLERK  
BY: Jane Reddick  
Deputy

Chas. D. Bailey  
Chas. D. Bailey, Chairman

F. F. Knight, Commissioner  
Granville Simmons  
Granville Simmons, Commissioner

STATE OF OREGON }  
County of Tillamook } ss.

March 30, 1977 Before appeared Chas. D. Bailey,

and Granville Simmons, all to me personally known, who being first duly sworn did say that they are the duly elected, qualified and acting County Commissioners of Tillamook County, Oregon; and that the said June Wagner is the duly elected, qualified and acting County Clerk of Tillamook County, Oregon; that the seal affixed to the foregoing instrument is the seal of the Board of County Commissioners of Tillamook County, Oregon; that said instrument was executed by authority of a motion of said Board of Commissioners duly and regularly made and entered and the said Chas. D. Bailey and Granville Simmons acknowledged the said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year first in this, my certificate, written.

BEFORE ME: Jim Hise  
Notary Public for Oregon  
My Commission Expires: 3-8-80



STATE OF OREGON }  
County of Tillamook } ss. 222194

I certify that the within instrument was received for record on the 11<sup>th</sup> day of April, 1977, at 8:30 o'clock P.M., and recorded in book 289 on page 731 record of Books of said county.

Witness my hand and seal of County affixed.

JUNE WAGNER, County Clerk

By: Jane Reddick  
Deputy

Return to: Commissioners Office

222194  
349/931  
4-11-77

TOP

22020

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT TILLAMOOK COUNTY, hereinafter referred to as the Grantor, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CITY OF WHEELER, Oregon, it's successors and assigns, hereinafter referred to as the Grantee, a permanent right to construct, reconstruct, operate and maintain a sanitary sewer and all necessary related facilities under and on Tract 4054 as described by deed recorded March 25, 1968 in Book 211, Page 742, Official Records of Deeds, Tillamook County, Oregon and situated in the NE 1/4, NW 1/4, Sec. 2, T2N, R10W, Willamette Meridian, Tillamook County, Oregon (Tax Lot 1103).

Said easement and right-of-way hereby granted covers a triangular piece of land over and across the above-described land, the boundary of said triangular piece of land being more particularly described as follows:

Commencing at a point which is N 15° 53' W 223.8 feet and S 21° 37' W 100 feet from the initial point of Rowe's Addition to Wheeler and thence continuing S 21° 37' W 45.08 feet to the true point of beginning of this easement; thence continuing S 21° 37' W 73.85 feet to the southwesterly corner of said Tract 4054; thence E 28° 48' E 21.31 feet; thence N 4° 43' E 69.34 feet to the beginning.

The grant and other provisions of this easement shall constitute a covenant running with the land for benefit of the Grantee, it's successors and assigns.

The Grantor reserves the right to use the land surface for any purpose which does not interfere with the said easement but no structure shall be placed over the sanitary sewer without prior written permission of Grantee.

Grantee, by acceptance of this grant, covenants and agrees to and with the Grantor, at all times to protect and save harmless the Grantor from all claims, actions, suits, losses, expenses, or damages of every kind and description which may accrue to or be suffered by any person or persons arising out of the use of said sanitary sewer and/or the neglect of the Grantee in the construction, reconstruction, maintenance, repair, or use of the sanitary sewer and related facilities owned and operated by said Grantee, it's successors or assigns. The Grantee specifically agrees that, following the original construction, the land will be regraded to it's original condition but will not be reseded or replanted, but that whenever, and as often as, in the exercise of this Easement, said lands are disturbed for reconstruction, maintenance, or repair, the land shall be returned to the condition it was in immediately prior to said disturbance as soon as reasonably practicable.

The undersigned covenants that Tillamook County is the owner of the above-described land.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 30th day of March, 1977.

222020  
249/759  
3-31-77



TOP

Right-of-Way Easement  
Page 2

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

ATTEST: COUNTY CLERK

Chas D Bailey  
Chas. D. Bailey, Chairman

BY: Deputy

F. E. Knight, Commissioner  
Granville Simmons  
Granville Simmons, Commissioner

STATE OF OREGON )  
County of Tillamook ) ss.

March 30, 1977 Before appeared Chas. D. Bailey,

and Granville Simmons, all to me personally known, who being first duly sworn did say that they are the duly elected, qualified and acting County Commissioners of Tillamook County, Oregon; and that the said June Wagner is the duly elected, qualified and acting County Clerk of Tillamook County, Oregon; that the seal affixed to the foregoing instrument is the seal of the Board of County Commissioners of Tillamook County, Oregon; that said instrument was executed by authority of a motion of said Board of Commissioners duly and regularly made and entered and the said Chas. D. Bailey and Granville Simmons acknowledged the said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year first in this, my certificate, written.

BEFORE ME: Jim Hill  
Notary Public for Oregon  
My Commission Expires: 3-8-80

222020  
249/259  
3-31-77

STATE OF OREGON  
County of Tillamook

I certify that the within instrument was received for record on the 31<sup>st</sup> day of March, 1977, at 11:52 o'clock A.M., and recorded in book 379 on page 82, record of Books of said county.

Witness my hand and seal of County affixed.

JUNE WAGNER, County Clerk

By James E. Sandberg  
Deputy

Return to: Commissioner P. Hill

TILLAMOOK

T.P.

Re record ~~222019~~ 222195

BOOK ~~240~~ PAGE ~~758~~

INDEXED

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT TILLAMOOK COUNTY, hereinafter referred to as the Grantor, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CITY OF WHEELER, Oregon, it's successors and assigns, hereinafter referred to as the Grantee, a permanent right to construct, reconstruct, operate and maintain a sanitary sewer and all necessary related facilities under and on Tract 4054 as described by deed recorded March 25, 1968 in Book 211, Page 742, Official Records of Deeds, Tillamook County, Oregon and situated in the NE 1/4, NW 1/4, Sec. 2, T2N, R10W, Willamette Meridian, Tillamook County, Oregon (Tax Lot 1100).

Said easement and right-of-way hereby granted covers a triangular piece of land over and across the above-described land, the boundary of said triangular piece of land being more particularly described as follows:

Commencing at a point which is N 11° 53' W 223.8 feet and S 21° 37' W 100 feet from the initial point of Howe's Addition to Wheeler and thence continuing S 21° 37' W 43.08 feet to the true point of beginning of this easement; thence continuing S 21° 37' W 73.85 feet to the southwesterly corner of said Tract 4054; thence S 88° 48' E 21.51 feet; thence N 4° 43' E 69.34 feet to the beginning.

The grant and other provisions of this easement shall constitute a covenant running with the land for benefit of the Grantor, it's successors and assigns.

The Grantor reserves the right to use the land surface for any purpose which does not interfere with the said easement but no structure shall be placed over the sanitary sewer without prior written permission of Grantee.

Grantee, by acceptance of this grant, covenants and agrees to and with the Grantor, at all times to protect and save harmless the Grantor from all claims, actions, suits, losses, expenses, or damages of every kind and description which may accrue to or be suffered by any person or persons arising out of the use of said sanitary sewer and/or the neglect of the Grantee in the construction, reconstruction, maintenance, repair, or use of the sanitary sewer and related facilities owned and operated by said Grantee, it's successors or assigns. The Grantee specifically agrees that, following the original construction, the land will be regraded to it's original condition but will not be reseeded or replanted, but that whenever, and as often as, in the exercise of this Easement, said lands are disturbed for reconstruction, maintenance, or repair, the land shall be returned to the condition it was in immediately prior to said disturbance as soon as reasonably practicable.

The undersigned covenants that Tillamook County is the owner of the above-described land.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 7<sup>th</sup> day of March, 1977.

110

222195  
249/132  
4-11-77

By \_\_\_\_\_

110

TOP

Right-of-Way Easement  
Page 2

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

ATTEST: JUNE WAGNER  
COUNTY CLERK

Chas. D. Bailey  
Chas. D. Bailey, Chairman

BY: Thomas L. Riddick  
Deputy

F. E. Knight, Commissioner  
Granville Simmons  
Granville Simmons, Commissioner

STATE OF OREGON }  
County of Tillamook } ss.

March 30, 1977 Before me appeared Chas. D. Bailey

and Granville Simmons, all to me personally known, who being first duly sworn did say that they are the duly elected, qualified and acting County Commissioners of Tillamook County, Oregon; and that the said June Wagner is the duly elected, qualified and acting County Clerk of Tillamook County, Oregon; that the seal affixed to the foregoing instrument is the seal of the Board of County Commissioners of Tillamook County, Oregon; that said instrument was executed by authority of a motion of said Board of Commissioners duly and regularly made and entered and the said Chas. D. Bailey and Granville Simmons acknowledged the said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year first in this, my certificate, written.

BEFORE ME: Nick Hill  
Notary Public for Oregon  
My Commission Expires: 3-8-80



STATE OF OREGON }  
County of Tillamook } ss 222195

I certify that the within instrument was received for record on the 11th day of April, 1977, at 9:52 o'clock A.M., and recorded in book 375 on page 932 record of Acad of said county.

Witness my hand and seal of County affixed.

JUNE WAGNER, County Clerk

By: Thomas L. Riddick  
Deputy

Return to: Commissioner's Office

222195  
249/932  
4-11-77

TDP

222019

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT TILLAMOOK COUNTY, hereinafter referred to as the Grantor, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CITY OF WHEELER, Oregon, it's successors and assigns, hereinafter referred to as the Grantee, a permanent right to construct, reconstruct, operate and maintain a sanitary sewer and all necessary related facilities under and on Tract 4054 as described by deed recorded March 25, 1968 in Book 211, Page 742, Official Records of Deeds, Tillamook County, Oregon and situated in the NE 1/4, NW 1/4, Sec. 2, T2N, R10W, Willamette Meridian, Tillamook County, Oregon (Tax Lot 1100).

Said easement and right-of-way hereby granted covers a triangular piece of land over and across the above-described land, the boundary of said triangular piece of land being more particularly described as follows:

Commencing at a point which is N 13° 53' W 223.8 feet and S 21° 37' W 100 feet from the initial point of Rowe's Addition to Wheeler and thence continuing S 21° 37' W 43.08 feet to the true point of beginning of this easement; thence continuing S 21° 37' W 73.85 feet to the southwesterly corner of said Tract 4054; thence S 88° 48' E 21.51 feet; thence N 4° 45' E 69.34 feet to the beginning.

The grant and other provisions of this easement shall constitute a covenant running with the land for benefit of the Grantee, it's successors and assigns.

The Grantor reserves the right to use the land surface for any purpose which does not interfere with the said easement but no structure shall be placed over the sanitary sewer without prior written permission of Grantee.

Grantee, by acceptance of this grant, covenants and agrees to and with the Grantor, at all times to protect and save harmless the Grantor from all claims, actions, suits, losses, expenses, or damages of every kind and description which may accrue to or be suffered by any person or persons arising out of the use of said sanitary sewer and/or the neglect of the Grantee in the construction, reconstruction, maintenance, repair, or use of the sanitary sewer and related facilities owned and operated by said Grantee, it's successors or assigns. The Grantee specifically agrees that, following the original construction, the land will be reseeded to it's original condition but will not be reseeded or replanted, but that whenever, and as often as, in the exercise of this Easement, said lands are disturbed for reconstruction, maintenance, or repair, the land shall be returned to the condition it was in immediately prior to said disturbance as soon as reasonably practicable.

The undersigned covenants that Tillamook County is the owner of the above-described land.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 31<sup>st</sup> day of March, 1977.

222019  
249/756  
3-31-77

1/4

TILLAMOOK

To 9

Right-of-Way Easement  
Page 2

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

ATTEST: COUNTY CLERK

Chas D Bailey  
Chas. D. Bailey, Chairman

BY: Deputy

F.E. Knight, Commissioner  
Granville Simmons  
Granville Simmons, Commissioner

STATE OF OREGON }  
County of Tillamook } ss.

March 30, 1977 Before me appeared Chas. D. Bailey

and Granville Simmons, all to me personally known, who being first duly sworn did say that they are the duly elected, qualified and acting County Commissioners of Tillamook County, Oregon; and that the said June Wagner is the duly elected, qualified and acting County Clerk of Tillamook County, Oregon; that the seal affixed to the foregoing instrument is the seal of the Board of County Commissioners of Tillamook County, Oregon; that said instrument was executed by authority of a motion of said Board of Commissioners duly and regularly made and entered and the said Chas. D. Bailey and Granville Simmons acknowledged the said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year first in this, my certificate, written.

BEFORE ME: June Hall  
Notary Public for Oregon  
My Commission Expires: 3-8-80

222019  
249/758  
3-31-77

STATE OF OREGON }  
County of Tillamook } ss

222019

I certify that the within instrument was received for record on the 31<sup>st</sup> day of March, 1977, at 10:40 o'clock A.M., and recorded in book 34 on page 276, record of Book of said county.

Witness my hand and seal of County affixed.

JUNE WAGNER, County Clerk

By Granville Simmons  
Deputy

Return to: Commissioners Office





TAX DEED

BOOK 315 PAGE 861

State of Oregon } ss.  
County of Tillamook }

THIS INDENTURE, Made this 1st day of June, A.D., 1987, between the Board of County Commissioners of Tillamook County, Oregon, hereinafter "Grantor," and Vern Scovell hereinafter "Grantee":

WITNESSETH, that whereas, heretofore the County of Tillamook, State of Oregon, became the owner of the real property hereinafter described under and pursuant to a real estate tax judgment and decree of the Circuit Court of the State of Oregon for the County of Tillamook, heretofore duly made and entered, and is now the owner thereof;

AND WHEREAS, heretofore, to-wit: on the 5th day of April, A.D., 1988, the Board of County Commissioners of Tillamook County, Oregon, sitting for the transaction of business at a regular term of said Board of Commissioners, duly made and entered a certain order that certain real property be sold as is further set forth in said Order, which is incorporated herein by this reference.

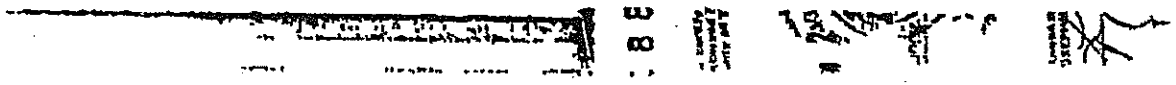
AND WHEREAS, in pursuance of said Order and the laws of the State of Oregon in such cases made and provided, the Board of County Commissioners of Tillamook County, Oregon, sold the real property herein described to Grantee for the agreed and stipulated sum of One Hundred and No Cents Dollars (\$100.00), lawful money of the United States of America, by him/har to Tillamook County in hand paid, the receipt of which is hereby acknowledged, that being the highest sum bid therefor and the said Grantee being the highest bidder therefor, said property being situated in the County of Tillamook, State of Oregon, and described as follows:

A tract of land situated in Section 2, Township 2 North, Range 10 West, W.M., in Tillamook County, Oregon, as more particularly described as follows:

Commencing at the initial point of Rowe's Addition to Wheeler; thence north 13°53' West 223.8 feet; thence south 21°37' West 100 feet to the point of beginning of the tract herein described; thence south 21°37' west 116.9 feet; thence south 82°48' east 32 feet to the west line of the Southern Pacific RR company right of way; thence along said Southern Pacific Co. right of way line north 21°37' east 105.7 feet; thence north 68°21' west 30 feet to the point of beginning of the tract herein described.

Also known as Tax Lot 2N10 2R1 1100.  
Reserving unto Grantor, its assigns and successors, all mineral rights of every kind, nature and description.

This is a Tax Deed and Tillamook County, its Agents or Employees, does not in any manner warrant the title or make any representa-



tion whatsoever in respect thereto. 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.

NOW, THEREFORE, KNOW YE THAT THE BOARD OF COUNTY COMMISSIONERS OF TILLAMOOK COUNTY, OREGON, in consideration of the premises, and by virtue of the statutes of the State of Oregon in such cases made and provided, and under and pursuant to the said Order of the said Board of Commissioners aforesaid, do hereby grant, bargain, sell and convey unto the said Grantee and to their heirs and assigns forever, the said real estate described hereinbefore described, together with all the right, title, interest and claim of the Grantor in and to the same, as fully and completely as the Grantor can by virtue of the premises convey the same.

DATED this 1st day of June, 1988, A.D.

BOARD OF COUNTY COMMISSIONERS FOR TILLAMOOK COUNTY, OREGON.

Gerald J. Creasy, Chairman

Gerald A. Woodward, Commissioner

Dean J. Kinkade, Commissioner

State of Oregon }  
County of Tillamook } ss.

On this 1st day of June, 1988, before me appeared Gerald J. Creasy, Gerald A. Woodward and Dean J. Kinkade, all to me personally known, who being first duly sworn did say that they are the duly elected, qualified, and acting County Commissioners of Tillamook County, Oregon; that said instrument was executed by authority of a resolution of said Board of Commissioners duly and regularly made and entered and the said Commissioners acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public for Oregon DORENE A. SHELDON  
My commission expires NOTARY PUBLIC - OREGON

My Commission Expires 11-19-90

After recording return to:

Vern Scovall  
P. O. Box 151  
Nahalem, OR 97131

Tax Deed - Page 2

288109



Handwritten signature: Dorene A. Sheldon

RIGHT-OF-WAY EASEMENT BOOK 251 PAGE 533

KNOW ALL MEN BY THESE PRESENTS That the undersigned M & C Lumber Co herein-  
 after referred to as the Grantor, for a good and valuable  
 consideration, the receipt of which is hereby acknowledged,  
 does hereby grant unto M & C Lumber Co  
 Oregon, its successors and assigns, hereinafter referred to  
 as the Grantee, a permanent right to construct, reconstruct,  
 operate and maintain a sanitary sewer line  
 and all neces-  
 sary related facilities under the following described land:  
 Tax Lot Forty-Six (46) of the S.W. 1/4, N.W. 1/4, Section 2,  
 T. 2 N., W.R. 10 W. of the Willamette Meridian, West of the  
 S.P.R.R., City of Wheeler, Tillamook County, Oregon

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Said easement and right-of-way hereby granted covers a  
 strip of land over  
 and across the above-described land, boundaries of said strip  
 of land being more particularly described as follows:

The easterly twenty (20) feet, parallel to the East  
 line of said Tax Lot 46.

(TAX LOT 46)

TO HAVE AND TO HOLD the above right-of-way easement unto  
 said Grantee, its successors and assigns, forever.

The Grantor reserves the right to use the land surface  
 for any purpose which does not interfere with the said easement,  
 but no structure shall be placed on the sewer line  
 without prior written permission of Grantee.

The Grantee, by acceptance of this grant, covenants and  
 agrees to and with the Grantor, at all times to protect and  
 save harmless the said Grantor from all claims, actions, suits,  
 losses, expenses, or damages of every kind and description  
 which may accrue to or be suffered by any person or persons  
 arising out of the use of said sewer line

and/or the neglect of the Grantee in the construction, recon-  
 struction, replacement, maintenance, operation, repair or  
 use of the sewer line and  
 related facilities owned and operated by said Grantee, its  
 successors or assigns. The Grantee specifically agrees that  
 when, and as often as, in the exercise of this Easement, it  
 disturbs said lands, it shall forthwith as soon as reasonably  
 practicable, return the land to the condition it was in  
 immediately prior to said disturbance.

The undersigned covenants that he is the owner of the  
 above-described lands and that the said lands are free and  
 clear of encumbrances and liens of whatsoever character  
 except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have caused this in-  
 strument to be executed this 17 day of February, 1971.

STATE OF OREGON )  
 ) ss.  
 County of )

Personally appeared the above named M & C Lumber Co  
M & C Lumber Co - Acc. Trans. and acknowledged  
 the foregoing instrument to be their voluntary act and deed.

Before me [Signature]  
 Notary Public for Oregon  
 My commission expires 11-3-71

F693

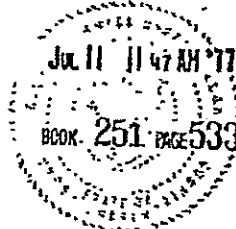
023796  
 251/533  
 7-11-71

52  
 Dec 2, 2010

TOP

223796

State of Oregon, County of Tillamook  
I hereby certify that the within instrument  
was received for record at:



Tillamook County OFFICIAL Records  
Witness my hand and seal this 11th day  
JUNE WAGNER, County Clerk

*June Wagner* County Clerk  
600

223796  
251/533  
7-11-77

RIGHT-OF-WAY EASEMENT

UGGK 251 p. 531

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned CHARLES W. AND MAXINE S. SMITH, hereinafter referred to as the Grantor, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CITY OF WHEELER, Oregon, it's successors and assigns, hereinafter referred to as the Grantee, a permanent right to construct, reconstruct, operate and maintain a sanitary sewer and all necessary related facilities under and on the following described land situated in the  $N \frac{1}{2}$ ,  $NW \frac{1}{2}$ , Sec. 2, T2N, R10W, Willamette Meridian, Tillamook County, Oregon:

Tracts I, II, IV, VII and VIII as described by deed recorded April 20, 1976 in Book 244, Page 780, Official Records of Deeds, Tillamook County.

Said easement and right-of-way hereby granted covers a strip of land 30 feet wide before construction and 15 feet wide after construction over and across the above-described lands, said strips of land being more particularly described as follows:

Tract I (Tax Lot 4700) A strip of land lying 7.5 feet to the left and 22.5 feet to the right of the following described line before construction and 7.5 feet on either side of the following described line after construction:

Beginning at a point on the northerly boundary of said Tract I which is  $N 2^{\circ} 38' E 305.81$  feet and  $N 88^{\circ} 48' W 8$  feet from a 2 inch iron pipe located at the intersection of the centerline of Spruce Street with the westerly right-of-way line of U. S. Highway 101 and running thence  $S 21^{\circ} 37' W 320$  feet to the southerly boundary of said Tract I.

Tract II (Tax Lot 4800) A strip of land lying 22.5 feet to the left and 7.5 feet to the right of the following described line before construction and 7.5 feet on either side of the following described line after construction:

Beginning at a point on the southerly boundary of said Tract II which is  $N 2^{\circ} 38' E 305.81$  feet and  $N 88^{\circ} 48' W 8$  feet from a 2 inch iron pipe at the intersection of the centerline of Spruce Street with the westerly right-of-way line of U.S. Highway 101 and running thence  $N 21^{\circ} 37' E 29.67$  feet; thence  $N 4^{\circ} 43' E 32.24$  feet to a point on the northerly boundary of said Tract II which is  $N 88^{\circ} 48' W 18.00$  feet from the northeast corner of said Tract II.

Tract IV (Tax Lot 1200) A strip of land lying 22.5 feet to the right and 7.5 feet to the left of the following described line before construction and 7.5 feet on either side of the following described line after construction:

Beginning at a point on the northerly boundary of said Tract IV which is  $N 13^{\circ} 53' W 223.8$  feet,  $S 21^{\circ} 37' W 100$  feet and  $N 88^{\circ} 48' W 20.05$  feet from the initial point of Rowe's Addition to Wheeler and running thence  $S 4^{\circ} 43' W 64.63$  feet to a point on the easterly boundary of said Tract IV which is  $N 21^{\circ} 37' E 48.07$  feet from the southeast corner of said Tract IV.

223794  
251/531  
7-11-77

TILLAMOOK

Tract VII (Tax Lot 300) A strip of land lying 15 feet on either side of the following described line before construction and 7.5 feet on either side of the following described line after construction:

Beginning at a point on the westerly boundary of said Tract VII which is N 13° 53' W 223.8 feet and N 21° 37' E 12 feet from the initial point of Rowe's Addition to Wheeler and running thence S 68° 23' E 30 feet more or less to the westerly right-of-way line of the Southern Pacific Transportation Company.

Tract VIII (Tax Lot 300) A strip of land lying 22.5 feet to the right and 7.5 feet to the left of the following described line before construction and 7.5 feet on either side of the following described line after construction:

Beginning at a point on the easterly boundary of said Tract VIII which is N 13° 53' W 223.8 feet and N 21° 37' E 12 feet from the initial point of Rowe's Addition to Wheeler and running thence N 68° 23' W 22.5 feet; thence S 21° 37' E 106.77 feet; thence S 40° 43' W 12.77 feet to a point on the southerly boundary of said Tract VIII which is N 88° 48' W 20.05 feet from the southeast corner of said Tract VIII.

The grant and other provisions of this easement shall constitute a covenant running with the land for benefit of the Grantee, it's successors and assigns.

The Grantor reserves the right to use the land surface for any purpose which does not interfere with the said easement but no structure shall be placed over the sanitary sewer without prior written permission of Grantee.

The Grantee, by acceptance of this grant, covenants and agrees to and with the Grantor, at all times to protect and save harmless the said Grantor from all claims, actions, suits, losses, expenses, or damages of every kind and description which may accrue to or be suffered by any person or persons arising out of the use of said sanitary sewer and/or the neglect of the Grantee in the construction, reconstruction, maintenance, repair, or use of the sanitary sewer and related facilities owned and operated by said Grantee, it's successors or assigns. The Grantee specifically agrees that, following the original construction, the land will be regraded to it's original condition but will not be reseeded or replanted, but that whenever, and as often as, in the exercise of this Easement, said lands are disturbed for reconstruction, maintenance, or repair, the land shall be returned to the condition it was in immediately prior to said disturbance as soon as reasonably practicable.

The undersigned covenants that he is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: \_\_\_\_\_

223794  
251/531  
7-11-77

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 26 day of April, 1977.

STATE OF OREGON )

County of Clatsop )

Charles W. Smith  
Charles W. Smith

Maxine S. Smith  
Maxine S. Smith

Personally appeared the above named Charles W. and Maxine S. Smith and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me Barbara J. Lafferty  
Notary Public for Oregon  
My commission expires 8-11-79

223794

State of Oregon, County of Tillamook  
I hereby certify that the within instrument  
was received for record at.



Tillamook County OFFICIAL Records.  
Witness my hand and seal affixed.  
JUNE WAGNER, County Clerk

June Wagner, Deputy  
900

223794  
251/531  
7-11-77

TILLAMOOK

295

assigns, all the following bounded and described real property, situated in the County of Tillamook, and State of Oregon:

All of lot nine (9) in block one (1) of Tierra Del Mar, according to the map and plat of same now of record in the office of the County Recorder, of the County of Tillamook, State of Oregon. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all her estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said M. L. Triplett his heirs and assigns forever. And Marie F. Pollock grantor above named does covenant to and with M. L. Triplett the above named grantee his heirs and assigns, that she will, and her heirs, executors and administrators, shall warrant and defend the above granted premises, and every part and parcel thereof, against the acts and deeds of said grantor, and all persons claiming by, from, through or under the said grantor unto the said grantee his heirs and assigns forever.

IN WITNESS WHEREOF, I the grantor above named, hereunto set my hand and seal this seventh day of January, 1936.

EXECUTED IN PRESENCE OF

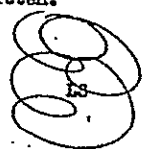
Marie F. Pollock (SEAL)

Seal not Scratched

STATE OF OREGON, }  
County of Multnomah, } ss.

BE IT REMEMBERED, That on this seventh day of January, A. D. 1936 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Marie F. Pollock, a widow who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Sin A. Bennett  
Notary Public for Oregon  
Notary Public for Oregon  
My Commission Expires July 15, 1938  
My Commission Expires \_\_\_\_\_

Filed for record on the 6th day of July A. D. 1939 at 12:50 o'clock P. M.

W. Thomas Coates, County Clerk

By Hazel Lewis, Deputy.

COMPARED

Markham & Callow, Inc.

To

No. 72219 Warranty Deed.

J. A. Lewis Shingle Company

KNOW ALL MEN BY THESE PRESENTS, That MARKHAM & CALLOW, INC., a corporation duly organized and incorporated under the laws of the State of Washington in consideration of Ten Dollars and other valuable consideration to it paid by J. A. LEWIS SHINGLE COMPANY, an Oregon corporation, does hereby grant, bargain, sell and convey to said J. A. Lewis Shingle Company, its successors and assigns forever, the following described parcel of real estate, situate, lying and being in the County of Tillamook and State of Oregon, to-wit:



Beginning at a point North 13°53' West 223.8 ft. from the initial point of Rowe's Addition to Wheeler in Section 2, Township 2, North, of Range 10, West of Willamette Meridian, and running thence South 21°37' West to the southerly line of tract deeded to the Port of Nehalem by deed recorded in Deed Book 44 at page 448-50 of records of Deed of Tillamook County, for the initial point of tract hereby conveyed; running thence North 88°48' West to a point 60 ft. North of the Northwest corner of a tract of land conveyed to the grantee herein by deed recorded at page 431, Book 44 of the Records of Deeds of said Tillamook County; thence South 60 ft. to said Northwest corner of said tract; thence South 88°48' East 315.4 ft., more or less to the West line of right of way of Southern Pacific Company; thence North 21°37' East on the line of said right of way to a point South 88°48' East from the initial point of the tract hereby conveyed; thence North 88°48' West 30 ft. to the said initial point; subject to right of way granted to Southern Pacific Company for spur tracks over same.

Beginning at a point on the Westerly boundary of the Southern Pacific Railway, said point being 307.92 feet South and 228.72 feet West of the initial point of Rowe's Addition to the town of Wheeler, Section 2, Township 2, North of Range 10, West of Willamette Meridian, Tillamook County, State of Oregon, thence South 21°37' West 75.00 feet; thence North 80°27' West to the low water line of the Nehalem Bay; thence following the low water line up stream to a point which is North 80°27' West from the place of beginning; thence South 80°27' East to the place of beginning. Excepting however, the right of way for the public to travel through the easterly end of said tract above described. This deed includes, however, all of the shore, wharf, boom, riparian and water-front rights belonging to the grantors and lying adjoining and abutting upon the tract herein conveyed.

Together with the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining; and also all its estate, right, title and interest, at law and equity, therein and thereto.

TO HAVE AND TO HOLD the same to the said J. A. Lewis Shingle Company, its successors and assigns forever. And the said Markham & Callow, Inc., does covenant with the said J. A. Lewis Shingle Company, and its successors and assigns, that said corporation is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, except such liens or incumbrances as may have attached to said real premises either under contract to or in possession of the grantee, and that it will, and its successors shall, WARRANT AND DEFEND the same to the said J. A. Lewis Shingle Company, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, MARKHAM & CALLOW, INC., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 16th day of June, A.D., 1939.

Executed in the Presence of



MARKHAM & CALLOW, INC  
 By A. H. Brandis President  
 By Frank H. Lamb Secretary

STATE OF Washington )  
 County of Grays Harbor ) ss

On this 16th day of June, A.D., 1939, before me appeared A. H. Brandis and Frank H. Lamb, both to me personally known, who being duly sworn, did say that he, the said A. H. Brandis is the President and he, the said Frank H. Lamb is the Secretary of Markham & Callow, Inc., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. H. Brandis and Frank H. Lamb acknowledged said instrument to be the free act and deed of said corporation.

BL 42 PA 603

STATE OF OREGON,  
County of Tillamook, } ss.

On this 5th. day of February 1921, before me appeared John O. Bozorth to me personally known, who, being duly sworn did say, that he is the Secretary of THE TILLAMOOK BAY COMPANY, and that the seal affixed to the above instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John O. Bozorth acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on this the day and year first in this, my certificate, written.



T. E. Ashley  
Notary Public in and for Oregon.  
My commission expires Aug 10, 1924

Filed for record February 14, 1921 A.D. at 8 a.m.

H.S. Brimhall, County Clerk.

By Edna L. Mills, Deputy.

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COMPARED

Southern Pacific Company

to

No. 35449. Agreement.

Nehalem Harbor Company

Cancel and supercedes  
Audit No. 27488 with  
Nehalem Harbor Co.

AUDIT NO. 28202 CREDIT TO  
LEASHELD CO'S BY. CPTG. REV.  
A/C 142-RENTS OF BLDGS. & OTHER PROP. O.&C.

PRIVATE ROAD CROSSING

THIS AGREEMENT, made this 25th day of October 1920, by and between SOUTHERN PACIFIC COMPANY, a corporation, first party, hereinafter termed "Licensor", and NEHALEM HARBOR COMPANY, a corporation, second party, hereinafter termed "Licensee".

WITNESSETH: WHEREAS, the Licensor is operating a railroad in the County of Tillamook State of Oregon, and

WHEREAS, the Licensee is the owner of lands adjacent to property of Licensor in said County opposite engineer survey stations 1243 plus 42 of said railroad, and desires a private road crossing, in location as shown enclosed in red ink lines on blue print map hereto attached and made a part hereof, upon said property.

NOW, THEREFORE, in consideration of the faithful performance of all covenants and agreements to be performed by Licensee, as herein contained, Licensor hereby permits Licensee to construct, maintain and use said private road crossing upon said property and/or over the said railroad, subject to the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor and its lessor in and to the premises described in this agreement and agrees never to assail or resist said title.
2. As and for use of said premises, Licensee shall pay Licensor a rental of One (1) Dollars per year (or fractional part of a year in the event of termination as hereinafter provided), payable annually in advance.
3. Licensee shall, at Licensee's sole cost and expense, under the supervision and to the satisfaction of the Licensor, maintain and keep such crossing in good repair.
4. Licensee shall, at Licensee's sole cost and expense, provide and erect such fence gates as may be designated by Licensor; said gates to be approved by Licensor and to be erected under its supervision and to its satisfaction, and the Licensee shall thenceforth maintain and

keep said gates in good repair to the satisfaction of said Licensor.

5. Licensee shall at all times keep said gates closed and securely locked, except when said crossing is being actually used.

6. Licensee shall and hereby expressly agree to indemnify and save harmless the Licensor and its lessor from and against any and all loss, cost or damage which Licensee or any person or persons may suffer or sustain by reason of the entry of live stock upon said property or railroad through said gates, and from any and all judgments which any person or persons may recover from Licensor by reason of any such loss or damage.

7. Licensee shall not permit said crossing to be used by the public or by any person or persons except Licensee, Licensee's family, tenants and employees, it being expressly understood and agreed that said crossing is a private one and is not intended for public use.

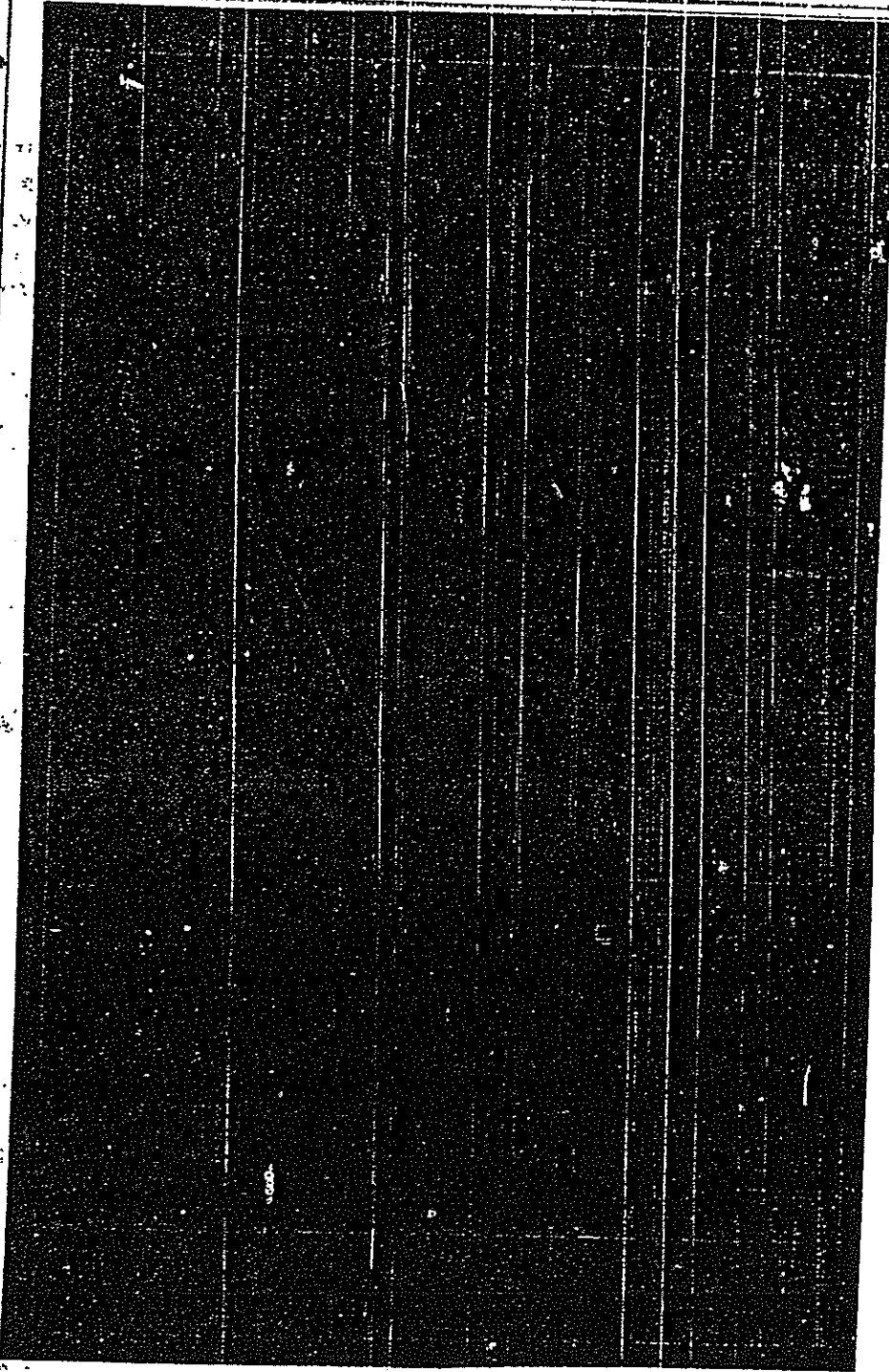
8. Licensee shall and hereby expressly agree to indemnify and save harmless the Licensor and its lessor from and against any and all loss, damage, injury, cost and expense of every kind and nature, from any cause whatsoever, resulting directly or indirectly from the maintenance, presence or use of said crossing.

9. A notice reading as follows:

"PRIVATE PROPERTY. PERMISSION TO PASS OVER REVOCABLE AT ANY TIME." shall be erected and maintained by, and at the sole cost and expense of, Licensee at each end of each road crossing covered by this agreement. Each said notice and its appurtenances shall be of a size and form designated by Licensor and shall be erected and maintained at a point designated by, and in a manner satisfactory to, Licensor; provided, however, that Licensor may itself erect and maintain any such notice, in which event Licensee agrees to reimburse Licensor from time to time the costs of such erection and maintenance on presentation of bills therefor.

It is further understood and agreed:

10. That if Licensee shall fail, neglect or refuse to keep, observe or perform any of the conditions, covenants or agreements herein contained, the Licensor may terminate this agreement by written notice to the Licensee, and that thereupon all rights hereby given shall forthwith cease and determine.



11. That, anything to the contrary in this agreement notwithstanding, this agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect, and upon the expiration of such notice all rights and privileges hereby given shall cease and determine.

12. That the conditions hereof shall be construed to be covenants running with the land of the licensee, and that this agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

The licensee hereby covenants and agrees

13. Licensee will not construct, alter or repair structures of any character upon the above-mentioned premises without the written consent of the Licensor first had and obtained, except necessary emergency repairs.

14. In the event such written consent is given, Licensee will not commence any construction, alteration or repair until fifteen (15) days after such written consent is given by Licensor.

15. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons that perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

16. That in case Licensor shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Licensor reasonable attorney fees in addition to the amount of judgment and costs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first herein written.

SOUTHERN PACIFIC COMPANY,  
By E B Leavitt  
LEASE AGENT

WITNESSED BY:



NEHALEM HARBOR COMPANY  
(See Note) Licensee.

DESCRIPTION CORRECT:

By Frank A Rowe

E.E. Mayo  
Division Engineer.

Vice-President.

RECOMMENDED:

Attest Geo. P. Winslow

A T Mercier  
Superintendent.

Secretary

Filed for record February 14th, 1921 A.D. at 9 a.m.

H. S. Brimhall, County Clerk.

By Edna L. Mills, Deputy.

.....  
..... COMPARED .....

Minnie P. Olds et vir

to

No. 35452. Deed.

May Peerman

THIS INSTRUMENT WITNESSETH, That Minnie P. Olds and A.K. Olds her husband, for the consideration of the sum of TEN DOLLARS, to them paid, have bargained and sold and by these presents do bargain, sell and convey unto May Peerman the following described premises, to-wit:

Lot Numbered Six in Block Numbered Nine in the town of Metarts in the County of Tillamook, State of Oregon; as shown upon the duly recorded plat thereof now of record in the County Clerk's office of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said May Peerman, her heirs and assigns forever.

And the said Minnie P. Olds and A.K. Olds do hereby covenant to and with the said May Peerman, her heirs and assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances, and that they will warrant and defend the same

REVENUE STAMP AFFIXED AND CANCELLED