

1993 JAN -7 PM 3:33

F280P1331

UTILITY EASEMENT

In consideration of the sum of \$0.00 and other valuable consideration, Watt Welding Supply, Inc., herein called Grantor, does hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, an easement, for the purposes of constructing, installing, using, repairing, a sanitary sewer service over, under, and across the following described real property:

Part of that property described in Film Volume 84, Page 480 of Yamhill County Deed Records, situated in the D.D. Deskins D.L.C. in Section 19, of Township 3 South, Range 2 West of the Willamette Meridian in the City of Newberg, Yamhill County, Oregon and more particularly described as follows:

A strip of land, 10 feet in width, adjacent to and parallel with the northerly right-of-way line of the Southern Pacific Railroad; beginning at the south right-of-way line of Third Street and thence southwesterly, along said Southern Pacific Railroad right-of-way, 213 feet more or less to the west line of that property recorded in Film Volume 84, Page 480 of Yamhill County Deed Records.

Said easement will become null and void at such time as the property over which the easement is granted and the property served by the sewer service combine for development or other purposes.

The City of Newberg will maintain the gravity sewer line within the easement. The grantor will maintain the pressure sewer within the easement. At such time as the easement is terminated or the property is redeveloped, the grantor will accept maintenance responsibility of the gravity sewer service.

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose hereinabove described.

It is further understood that:

1. The Grantor(s) hereby release(s) the City of Newberg, its agents and employees, assigns and successors of any and all liability for damage to the remaining lands resulting from this conveyance and construction and maintenance of said easement.
2. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access of utilities hereinabove authorized.
3. The Grantee hereby agrees to restore the easement to its original condition, as close as is practical to do so, upon completion of the construction.

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.

IN WITNESS WHEREOF, I have executed said document on this 31 day of December 1992

Watt Welding Supply, Inc.

by: Steven E. Watt

P.O. Box 887

Tualatin, Oregon 97062

STATE OF Oregon)
) ss.
County of Washington)

THIS CERTIFIES that on this 31st day of December 1992, before me, the above signed, personally appeared Steve Watt and acknowledged the foregoing instrument to be his voluntary act and deed.

E. Roberts
E. ROBERTS
NOTARY PUBLIC OREGON
My Commission Expires 4-22-94

E. Roberts
Notary Public For Oregon
My Commission expires: 4-22-94

Accepted as to form and intent by the City of Newberg, a Municipal Corporation of the State of Oregon.

Dated this 5th day of January, 1993.

Duane R. Cole
Duane R. Cole, City Manager

After Recording return to:

City of Newberg c/o City Attorney, 414 E. First Street, Newberg, Oregon 97132

NORTHWEST TITLE COMPANY

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F280P1332

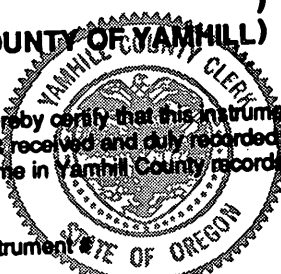
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10⁰⁰
10⁰⁰
20⁰⁰

STATE OF OREGON)
) ss.
COUNTY OF YAMHILL)

I hereby certify that this instrument
was received and duly recorded
by me in Yamhill County records.

Instrument


T. Miller
CHARLES STERN,
COUNTY CLERK