

UTILITY EASEMENT

In consideration of the sum of \$ 0 and other valuable consideration, ADEC, Inc., herein called Grantor, does hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, a perpetual and permanent easement, for the purposes of constructing, installing, using, repairing, and maintaining a water line:

Situated in the southwest quarter of Section 9 and the northwest quarter of Section 16, in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, and being 15.0 feet in width, lying 7.50 feet on each side of the following described center line.

Beginning at a point of the west line of Springbrook Street, said point being 303.00 feet South of a 3/4" iron pipe marking the intersection of the west line of Springbrook Street and the south line of the Southern Pacific Railroad right-of-way; thence S.81°21'39"W., 174.00 feet; thence S.70°51'31"W., 101.62 feet; thence S.57°29'52"W., 82.00 feet; thence S.32°30'00"E., 25.00 feet; thence N.32°30'00"W., 25.00 feet; thence S.57°29'52"W., 247.15 feet; thence S.4°49'14"E., 405.00 feet, to the north line of Crestview Drive.

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 29 day of April, 1994.

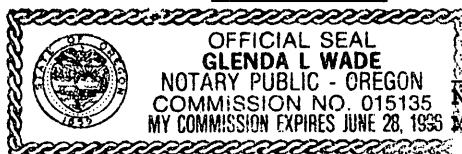
ADEC, Inc.
2601 Crestview Drive
Newberg, Oregon 97132

Signature

Signature

STATE OF Oregon)
) ss.
County of Yamhill)

THIS CERTIFIES that on this 29th day of April, 1994, before me, the above signed, personally appeared Joan D. Austin and acknowledged the foregoing instrument to be a voluntary act and deed.



Glenda L. Wade
Notary Public For State of Oregon
My Commission expires: June 28, 1996

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

Dated this 4th day of May, 1994.

Duane R. Cole
Duane R. Cole, City Manager

After Recording return to:
City of Newberg
c/o Engineering Dept.
414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

15.00
199407621 09:47am 05/13/94
001 000425 12 07 000200
1 0 D13 1 5.00 10.00 0.00 0.00 0.00 0.00

NORTHWEST TITLE COMPANY