

In consideration of the receipt of One Dollar (\$1.00), the receipt of which is hereby acknowledged, City of Newberg ("Grantor") hereby conveys to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual easement and right-of-way over, under, upon and across the following described property (the "Property"), situated in the County of Yamhill, State of Oregon, being a strip of land Ten (10) feet in width, extending Five (5) feet on each side of a center line, more particularly described as follows:

Situated in Section 29, Township 3 South, Range 2 West, Willamette Meridian;

Beginning at a point which bears South 12°45'21" West 25.4 feet from the Southwest corner of Lot 6, Wynooski; thence running South 85°12'25" East 202.6 feet to the South Line of vacated Wynooski Street and the true point of beginning; thence continuing South 85°12'25" East 145.4 feet to point "A"; thence South 66°37'11" East 75.6 feet, more or less, to the Northeasterly line of Lot 7, Wynooski and the terminus of said centerline.

Together with a centerline beginning at said point "A"; thence along said centerline North 13°56'52" East 11.2 feet, more or less, to the North line of said Lot 7 and the terminus of said centerline.

The above described centerlines are shown on P.G.E. Drawing E-9505, attached hereto which by reference thereto is made a part hereof.

TERMS, CONDITIONS, AND COVENANTS

1. This easement and right-of-way shall be for the right to enter upon the Property and to erect, maintain, repair, rebuild, operate and patrol electric power lines, telecommunication lines, structures and appurtenant signal or communication lines, and all uses directly or indirectly necessary thereto. Such uses shall include the necessary erection of poles, towers, transmission structures, wires, cables, guys, supports and appurtenances and the protection thereof from fire and other hazards. Such uses shall also include the present and future right to clear and control brush, timber, structures and fire hazards.
2. This easement shall also be for the present right to top, limb or fell all growing and dead trees and snags (such trees and snags hereinafter collectively called "danger trees") located on land owned by the Grantors adjacent to the Property, which danger trees will be determined by PGE. The consideration paid for this easement includes the value of all trees on the Property and all danger trees adjacent to the Property. In addition, PGE shall have the future right to top, limb or fell all growing and dead trees and snags which shall in PGE's estimation become danger trees in the future. In the event that PGE exercises such future danger tree rights, PGE shall pay the owner of such trees their market value on the day they are cut, such payment to be made within a reasonable time after they have been cut.
3. Title to all brush, timber, or structure existing upon the Property and to all present danger trees shall vest in PGE upon execution hereof. All future danger trees cut pursuant to the terms hereof shall become the property of PGE upon its payment therefor in accordance with the terms of Paragraph 2.
4. Grantors shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantors shall not build or erect any structure or improvement upon, over or under the Property without the prior written consent of PGE.
5. Grantors further convey to PGE a non-exclusive easement upon, over and across Grantors' private access road for the construction, operation and repair of said power facilities; PROVIDED, HOWEVER that PGE shall leave the road in as good condition as when found. The access road is located approximately as follows:

IN WITNESS WHEREOF, the Grantors have executed this easement this 25th day of June, 1997

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK



20.00

199711076 2:22pm 07/08/97

001 050542 09 05 100000
1 0 D13 2 10 00 10.00 0.00 0.00 0.00 0.00

Duane R. Cole (SEAL)
Grantor Duane R. Cole, City Manager

____ (SEAL)
Grantor

____ (SEAL)
Grantor

____ (SEAL)
Grantor

STATE OF OREGON

County of Yamhill

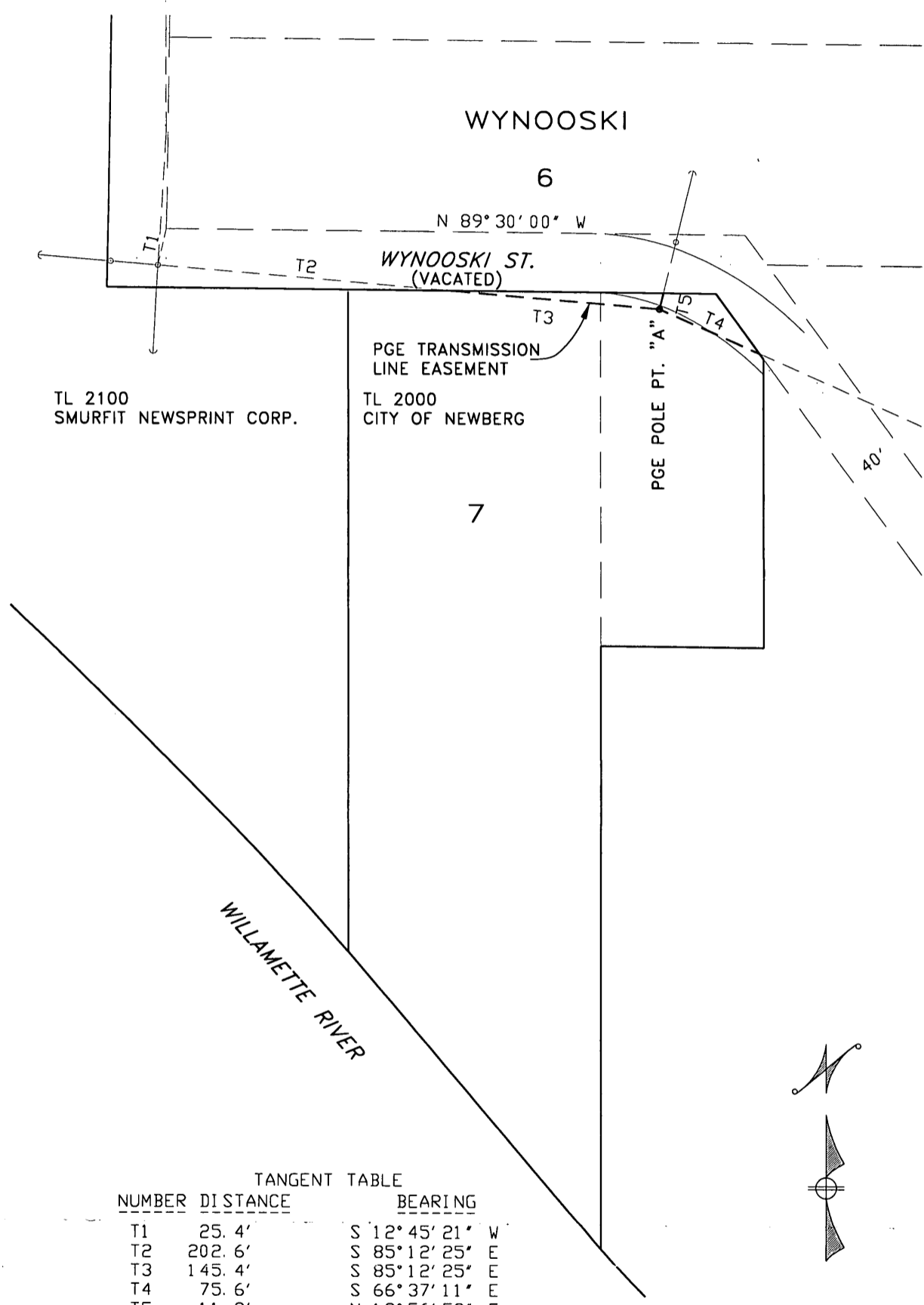
} ss.

On June 25th, 1997, the above-named City Manager, Duane R. Cole, an authorized agent of the City of Newberg, personally appeared before me and acknowledged the foregoing instrument to be his/her voluntary act and deed.



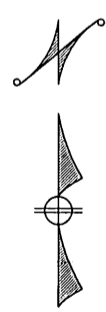
Notary Public for Oregon
My Commission Expires: 10/20/00

Return Address: Portland General Electric Company
Attn Property Services
121 SW Salmon St, 1WTC0401
Portland OR 97204



TANGENT TABLE

NUMBER	DISTANCE	BEARING
T1	25.4'	S 12° 45' 21" W
T2	202.6'	S 85° 12' 25" E
T3	145.4'	S 85° 12' 25" E
T4	75.6'	S 66° 37' 11" E
T5	11.2'	N 13° 56' 52" E



Portland General Electric Portland, Oregon		
<i>To Accompany Power Line Easement City of Newberg Sec. 29, T. 35., R. 2W., W.M., Yamhill Co., Or.</i>		
SCALE 1"=100'	DATE 6/17/97	
DRAWN BY	TRACED BY	CHECKED
R.L.B.		
APPROVED		
16873		DWG. NO. E-9505

Job 16873

2/2



July 9, 1997

Mr. John Raineri
City of Newberg
719 E First Street
Newberg, Oregon 97132

Dear John;

Thank you for all of your help with the easement that we needed across the property in the middle of Smurfit's property. I have enclosed the original recorded document as you requested.

Thanks again.

Sincerely,

A handwritten signature in cursive script that reads 'Arthur L. Krueger'.

Arthur L. Krueger
Property Agent
Portland General Electric Company

