

James R. Mitchell

PO BOX 400

57 2121 ORC. 97137

AFTER RECORDING, RETURN TO:

City of Newberg - Legal Dept.

414 E. First Street

Newberg, OR 97132

Our File No.: 5-6-96

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

20.00

199710329 11:39am 06/26/97

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CITY OF NEWBERG

CITY RECORDER INDEX NO. 1563

UTILITY EASEMENT

For valuable consideration, Dale Holiday, Trustee of the Holiday Living Trust by Agreement dated December 21, 1992, hereinafter referred to as 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 underground utilities over, under, and across the following described real property:

A Public Utility Easement 20 foot in even width in the SE 1/4 of Section 7 in Township South of Range 2 West in the Willamette Meridian, City of Newberg, Yamhill County, Oregon with the centerline of said easement described as follows:

Beginning at a 5/8" iron rod on the West line of Barclay Farms subdivision, said iron rod bearing South 0°02'38" West 5.83 feet from the Northwest corner of Lot 6 in Block 1 of said Barclay Farms, said iron rod also marking the Northeast corner of Lot 12 on Yamhill County Survey 147-C; thence North 89°54'23" West along the North line of said Lot 12, 480.49 feet to the true point of beginning of the centerline of said easement; thence South 28°17'48" East 156.25 feet to a point; thence South 89°53'23" East 126.84 feet to the terminus point of said easement.

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

It is further understood that:

1. The Grantor(s) hereby release the City of Newberg, its agents and employees, assigns and successors of any and all liability for damage to the remaining lands resulting from the conveyance and further absolves the Grantee from any damage not controlled by their actions.
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.

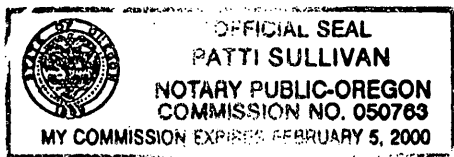
IN WITNESS WHEREOF, I have executed said document on this
13 day of June, 1997.

Grantor:

Dale H Holiday Trustee
Dale Holiday
Trustee of Holiday Living Trust
by Agreement dated 12-21-92

STATE OF OREGON)
) ss.
County of Yamhill)

This certifies that on this 13 day of June, 1997,
personally appeared before me the above named Dale Holiday as
Trustee of Holiday Living Trust by agreement dated 12-21-92, and
acknowledged the foregoing instrument to be his voluntary act and
deed.



Patti Sullivan
Notary Public for Oregon
My commission expires: 2-5-2000

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

Dated this 25th day of JUNE, 1997.

CITY OF NEWBERG

By: Duane R. Cole
Duane R. Cole - City Manager

ACCEPTED AS TO FORM:

By: Terrence D. Mahr
Terrence D. Mahr - City Attorney