

UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That FERN I. LANE, an un-remarried widow, and ELDON R. JOHNSON and ILA F. JOHNSON, Husband and Wife, and KENNETH I. WEATHERLY and MILDRED A. WEATHERLY, Husband and Wife, herein called Grantors, for consideration hereinafter stated, do hereby grant, release and convey to the CITY OF NEWBERG, a Municipal Corporation of the State of Oregon, herein called Grantee, a perpetual and permanent easement over, under and through the following described real property, for the purpose of constructing, using, replacing and maintaining underground sewer line, tributary connections and appurtenant work in any part of said easement, including their right to claim, repair, replace and care for said facility, together with the right of access to said easement over said easement for said purposes; said easement is described as follows:

A 10 foot wide sewer easement, being 5 feet each side of the following described centerline: beginning at an existing sewer manhole that is South 419.32 feet and East 26.71 feet from the intersection of the East line of said Ramsey Claim with the centerline of said Dayton Avenue (bearing base equals South on Claim line); thence N18°47'30"E, 234.75 feet.

This deed of easement is executed and delivered and said easement is granted upon the following conditions, to-wit:

1. Grantors, their successors and assigns, hereby releases 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 the use of the premises, by Grantor, their successors 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 said utilities.
3. That Grantee shall fill all excavations as soon as practicable after opening, dispose of all brush and debris and replace in like condition all improvements, trees, ornamental shrubs and crops, if practicable, and as soon as practicable after damage or destruction, but if not practicable then to pay Grantors, their successors and assigns, the reasonable value thereof.



The consideration for this transfer shall be none. (No consideration)

To Have and To Hold said premises to said grantee, CITY OF NEWBERG, its successors and assigns forever for the use and purpose hereinabove described.

DATED this 19TH day of May, 1976.

Eldon R. Johnson Fern L. Lane

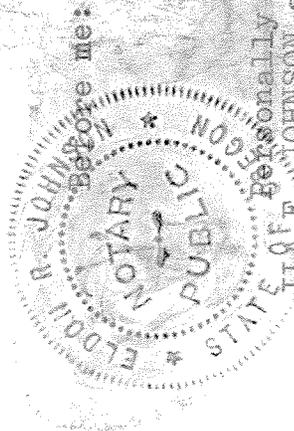
Ira F. Johnson Kenneth I. Heasley

Mildred G. Weatherly

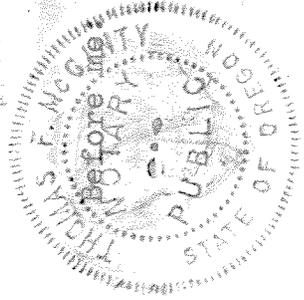
STATE OF OREGON }
County of Yamhill } ss.

Personally appeared the above named FERN L. LANE, KENNETH I. WEATHERLY and MILDRED A. WEATHERLY and acknowledged the foregoing instrument to be their voluntary act and deed.

Eldon R. Johnson
Notary Public for Oregon
My Commission expires: June 4, 1979



Personally appeared the above named ELDON R. JOHNSON and IRA F. JOHNSON and acknowledged the foregoing instrument to be their voluntary act and deed.



Thomas F. McHenry
Notary Public for Oregon
My Commission expires: Dec 3-1979



COUNTY OF YAMHILL } ss. 432337

STATE OF OREGON
I, Wanda Catt, County Clerk and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded in Book 1382, Page 112 of the Records for said County on the 4th day of May, A.D. 1976 at 8:55 o'clock A.M. In testimony whereof, I, said Clerk, have subscribed my name and affixed my Official Seal

WANDA CATT County Clerk By Therese Allen Deputy