

****Matthiesen & Marsha A. Matthiesen**

UTILITY EASEMENT

In consideration of the sum of \$-0- and other valuable consideration, RANDALL J. ~~MATTHIESEN & MARSHA A. MATTHIESEN~~, DALLAS J. HYMAN and BETTY J. HECKMAN, 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 underground utilities over, under, and across the following described real property:

See Exhibit "A" Attached

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.

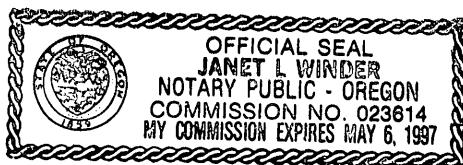
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, I have executed said document on this 1st day of ~~October~~ ^{November}, 1996. *Ran Bk mam*

Randall J. Matthiesen
Marsha A. Matthiesen
Betty Heckman
Dallas J. Hymans

STATE OF OREGON)
County of Yamhill) ss.

THIS CERTIFIES that on this 1st day of ~~October~~ ^{November}, 1996, before me, the above signed, personally appeared Randall J. ~~Matthiesen~~, Marsha A. ~~Matthiesen~~, Betty J.. ~~Heckman~~, Dallas J. Hymans *Matthiesen*



Janet L. Winder
Notary Public for Oregon
My Commission expires: 5-6-97

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

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



199618265 11:00am 11/05/96

001 038763 10 04 000200
1 0 D13 2 10.00 10.00 0.00 0.00 0.00 0.00

NORTHWEST TITLE COMPANY

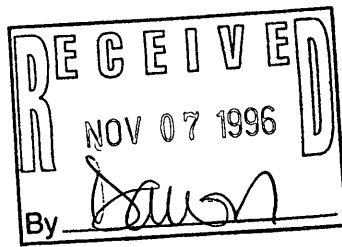


EXHIBIT "A" Attached

EASEMENT # 5

A 20' WIDE SANITARY SEWER EASEMENT the center line of which is more particularly described as follows: Beginning on the southerly margin of Pacific Highway 99W at the northeast corner of that tract of land described in deed from SLEGERS to the NEWBERG VETERINARY CLINIC and recorded in Film Volume 152 Page 997, Yamhill County deed records, in Section 16, Township 3 South, Range 2 West, Yamhill County, Oregon; thence South 02°34'24" West 348.65 feet along the east line of said tract to an iron rod (basis of bearing CS-10638); thence continuing South 02°34'24" West 3.00 feet along said east line to the TRUE POINT OF BEGINNING; thence North 87°21'16" West 107.29 feet; thence South 69°01'52" West 117.77 feet to west line of said NEWBERG VETERINARY CLINIC tract and the end of said center line.