

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Ushio Oregon, Inc. an Oregon Corporation, herein called Grantor, does hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, perpetual and permanent easements, over, under and through the following described real property for the purposes of constructing, installing, using, repairing and maintaining underground utilities across and under the following described real property:

Easement Description 1:

A 7.5 foot wide easement located in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in the City of Newberg, Yamhill County, Oregon; and described as follows:

The Easterly 7.50 feet of that tract of land conveyed by A-DEC, Inc. to Ushio Oregon, Inc. in Film Volume 212/Page 1957, Yamhill County Deed Records.

Easement Description 2:

A 7.5 foot wide easement located in Section 17, Township 3 South, Range 2 West of the Willamette Meridian in the City of Newberg, Yamhill County, Oregon; and described as follows:

The Westerly 7.50 feet of that tract of land conveyed by A-DEC, Inc. to Ushio Oregon, Inc. in Film Volume 212/Page 1957, Yamhill County Deed Records.

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

In consideration of the sum of \$-0- and other valuable consideration.

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 and 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, we have hereunto set our hands and seals this 31 day of July, 1990.

USHIO OREGON, INC.

By: [Signature]
Shoji Kurihara
President

USHIO OREGON, INC.

By: [Signature]
Jesse D. Stokes
Vice-President

STATE OF OREGON)
City of Newberg) ss.
County of Yamhill)

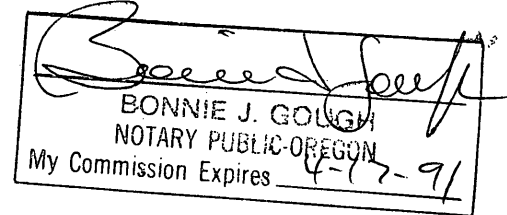
On the 31 day of July, 1990, personally appeared Shoji Kurihara, President, and Jesse D. Stokes, Vice-President, on behalf of Ushio Oregon, Inc., an Oregon Corporation, and acknowledged that they had authority to sign on behalf of the corporation and acts on behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and official Seal.

[Signature]
Notary Public for Oregon
My Commission expires: 4-17-91

ACCEPTED AS TO FORM AND CONTENT.

By: [Signature]
Terrence D. Mahr, City Attorney



Grantor: Ushio Oregon, Inc.
2050 E. Mountainview Dr.
Newberg, OR 97132

Grantee: City of Newberg
414 East First Street
Newberg, OR 97132

After Recording Return to Grantee
c/o City Attorney.

STATE OF OREGON INFORMATION

COUNTY OF YAMHILL) ss.

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Instrument #

[Signature]
CHARLES STERN,
COUNTY CLERK

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7/31/90