

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, DONALD W. LICHTENTHALER and DOROTHY E. VANEBO, co-trustees, record owners of the real property hereinafter mentioned, for valuable consideration have this date bargained and sold and by these presents do bargain, sell, convey, transfer and deliver unto the CITY OF NEWBERG, its successors and assigns forever, a perpetual easement and right-of-way, including right to enter upon the easement area hereinafter described, at any reasonable time that the City may see fit, and construct, maintain and repair an underground sanitary sewer line together with such underground connections and equipment as may be necessary or desirable to be used in connection therewith for the purpose of conveying sanitary sewage through and under the land hereinafter described, together with the right to excavate and refill necessary ditch and/or trench for the construction, maintenance and repair of said sewer line and equipment and the replacement thereof.

The easement and right-of-way hereby granted shall be restricted to a strip of land ten (10) feet in width located in the City of Newberg, County of Yamhill and State of Oregon, and more particularly described as follows:

That portion of that certain real property known as Tax Lot #3217 DD 1900, and particularly described in deed recorded in Film Volume 99, page 1619, Deed Records, Yamhill County, Oregon, lying northerly of, parallel to, and within ten feet of, when measured at right angles to, the vertical face on the roadway side of the northerly curb as the same is as of the date hereof constructed, it being intended by this description to limit all rights herein granted for all purposes herein stated to the designated area.

This easement is subject to the following expressed conditions to which the grantee by accepting the same binds itself, its contractors, its successors and assigns, and the

City agrees to have the following remedial or corrective work undertaken as a part of the construction work performed in connection with the installation of the sewer lines:

1. That the grantor reserves the right to use the surface and all of the easement area within grantors' ownership for any and all purposes which are not incompatible with the rights herein granted to the City, and the City shall make no above ground level surface installations provided this shall not preclude the installation of the necessary surface level manhole and manhole cover.

2. That the City shall reconstruct and repave the grantors' driveway to the extent the same is disrupted within the easement area to enable the convenient use thereof to the same extent as pre-existing the grant of this easement.

3. That all shrubs and sod removed inherent to the construction of the sewer line shall be replaced and rehabilitated including reseedling if necessary of lawn area and refilling as may be necessary afterward from settlement of the area within the excavated trench to assure that the ground level of the easement area shall conform to the abutting area.

4. That the City, its contractor and subcontractors shall have no temporary or other rights whatsoever with respect to the remainder lands of the grantor lying outside of the easement area for any purpose whatsoever and the City, its contractors and subcontractors shall take all necessary and proper precautions to preclude the caving or dropping in or disturbing of the surface and lands abutting the easement area to thereby eliminate and minimize to the maximum possible extent any damage or interference to the root system of trees growing within the grantors' remainder lands.

5. That the City does assume all responsibility inherent

or connected with the proposed construction including any interference with pre-existing underground installation of gas, water, electrical or other utility lines and the City does agree to save, hold harmless and indemnify grantor for and from all damages or claims of every kind and character which may or could arise against grantor in any way in connection with the use of the easement area by the City.

6. In the event that it should become necessary for the City at any time to repair or reconstruct the sewer line or any part thereof or portions thereof all conditions hereof shall apply to such repair or reconstruction work to the same extent as herein set forth with respect to permanent construction or construction of the permanent line including but not limited to the protection of grantors' remainder lands and restoration of the easement area to its pre-existing condition to the maximum practical extent.

7. That the City shall cause to have such stubout or stubouts installed as may be foreseeably desirable for the furnishing of sewer services to the lands of grantor of which the easement area forms a part at no cost to grantor.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 27 day of October, 1976.

Maude Lichtenthaler
Trustor

Donald W. Lichtenthaler
Donald W. Lichtenthaler

x Dorothy E. Vanebo
Dorothy E. Vanebo
Co-Trustees

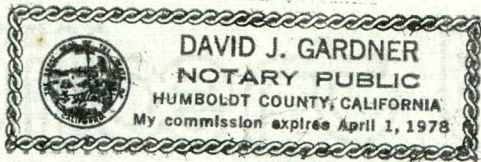
STATE OF OREGON)
) ss.
County of Washington)

On this 27th day of October, 1976, personally appeared the above named DONALD W. LICHTENTHALER, and acknowledged that he executed the same as his voluntary act and deed as a co-trustee for Maude Lichtenthaler.

Lucia J. Anderson
Notary Public for Oregon
My commission expires: Feb 7, 1980

STATE OF CALIFORNIA)
County of HUMBOLDT) ss.

On this 21st day of October, 1976, personally appeared the above named DOROTHY E. VANEBO, and acknowledged that she executed the same as her voluntary act and deed as a co-trustee for Maude Lichtenthaler.



David J. Gardner
Notary Public for California
My commission expires: April 1, 1978

STATE OF OREGON)
County of Yamhill) ss.

On this 27th day of October, 1976 personally appeared the above named MAUDE LICHTENTHALER and acknowledged that she executed the same as her voluntary act and deed.

Before me:

Phyllis M. Anderson
Notary Public for Oregon
My Commission expires Oct. 25, 1978