

SANITARY SEWER EASEMENT

In consideration of the sum of \$-0- and other valuable consideration, JOE E. PFENNING, 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 construction, installing, using, repairing, and maintaining a sanitary sewer over, under, and across the following real property:

**TO HAVE AND TO HOLD** said easement to said Grantee, for the use and purpose hereinabove described. See Exhibit "A" Attached

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.

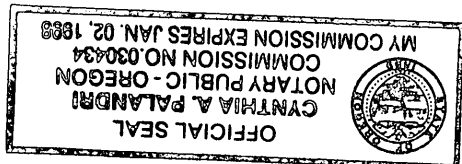
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

IN WITNESS WHEREOF, I have executed said document on this 5<sup>th</sup> day of July, 1995.

Joe D. Pfennig  
JOE D. PFENNING

STATE OF OREGON County of Yamhill)ss

THIS CERTIFIES that on this 5<sup>th</sup> day of July, 1995, before me, the above signed, personally appeared Joe D. Pfennig and acknowledged the foregoing instrument to be his voluntary act and deed.



Cynthia A. Palandri  
Notary Public For Oregon  
My Commission Expires 1-2-98

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

Dated this 5<sup>th</sup> day of July, 1995.

Duane R. Cole  
Duane R. Cole, City Manager

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

Recorded in Yamhill County, Oregon  
CHARLES STERN, COUNTY CLERK



20.00

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EXHIBIT "A"

A non-exclusive easement for egress purposes over the South 20 feet of even width described as follows: A tract of land in the Southeast Quarter of Section 19, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron set at the Northwest corner of that tract of land conveyed to Carita Anne Turner, et al. by deed recorded July 6, 1977 in Film Volume 121, Page 965, Deed and Mortgage Records of Yamhill County, Oregon; and running thence North  $89^{\circ}48'29''$  East along the North line of said tract, a distance of 118.75 feet to the TRUE place of beginning; thence continuing along the North line of said tract, North  $89^{\circ}48'29''$  East a distance of 141.15 feet to a 3/4" iron pipe set on the West line of Charles Street; thence Southwesterly along the West line of said Charles Street to a 5/8" iron rod set on the South line of said Turner, et al. tract; thence South  $89^{\circ}48'29''$  West along the South line of said Turner, et al. tract, 124.14 feet, more or less, to a point which is 118.75 feet East of the Southwest corner thereof; thence North  $1^{\circ}43'21''$  West parallel with the West line of said Turner tract a distance of 80.30 feet; more or less, to the TRUE place of beginning.

Partition #95-46