

CITY OF SHERWOOD, OREGON

RESOLUTION NO. 221

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERWOOD ACQUIRING CERTAIN SEWER LINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS IN CONNECTION WITH THE ROCK CREEK LOCAL IMPROVEMENT DISTRICT; AUTHORIZING NEGOTIATIONS FOR ACQUISITION THEREOF, COMMENCEMENT OF CONDEMNATION PROCEEDINGS TO ACQUIRE SAID EASEMENTS, AND AUTHORIZING THE ACQUISITION OF IMMEDIATE OCCUPANCY, POSSESSION AND USE OF THE PROPERTY FOR THE PURPOSES FOR WHICH IT IS APPROPRIATED

WHEREAS, by virtue of the laws of the State of Oregon and the charter and ordinances of the City of Sherwood, Oregon (hereafter called "City"), the City is authorized and empowered to acquire by purchase, or by the exercise of eminent domain, real property within or without its boundaries in fee simple or any lesser interest therein for a public purpose; and

WHEREAS, the City Council has determined that the Rock Creek Water and Sewer Local Improvement District (hereafter called "Project") is necessary for the health, safety and welfare of the residents of the City and the Project has been planned, approved and undertaken in a manner which is most compatible with the public good and which will result in the least private injury; and

WHEREAS, the Project provides for the construction of the sewer trunk lines to connect with the Unified Sewerage Agency interceptor at or near the pump station north of the Rock Creek bridge on Southwest Pacific Highway, which will provide a sanitary sewage collection system for residential and industrial use for the eastern portion of the City of Sherwood and its urban growth area lying within the Rock Creek drainage area, said system being necessary for the public convenience, health and safety; and

WHEREAS, the City finds it necessary to acquire permanent easements and temporary construction easements over and across certain properties described in items 1 through 16, in Exhibit A, (hereafter called "easements") attached hereto and by this reference made a part hereof, for the purpose of constructing, maintaining, and using the sewer improvement, and that the location of said easements has been determined such that there will be the least possible interference with the owners' use and enjoyment of the property, consistent with the engineering and cost requirements of the project; and

WHEREAS, the City has been negotiating with the property owners for acquisition of such easements; and

WHEREAS, the City finds that where satisfactory agreements cannot be reached as to fair market value of the easements, condemnation proceedings should be instituted to acquire the easements in order to protect the health, safety and welfare of the residents of the City and to carry out the purposes and activities of the Project as planned; and

WHEREAS, the City Attorney or his designate should be authorized to institute such proceedings as necessary for condemnation of the easements; and

WHEREAS, in connection with carrying out such Project, it is necessary that the City have the right to immediate entry, possession, occupancy and use of the property to be condemned as easements as described in Exhibit "A", in order that the construction of the Project may stay on schedule and within budgetary limitations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERWOOD as follows:

Section 1. The City Council of the City of Sherwood, Oregon hereby finds and declares that it is necessary to acquire permanent easements and temporary construction easements for the purpose of carrying out the Project by constructing, reconstructing, maintaining, repairing, and using a sanitary sewer line improvement over and across, in and through certain tracts and parcels of land located within and without the corporate boundaries of the City in the County of Washington, State of Oregon, more particularly described in Exhibit A attached hereto and incorporated herein.

Section 2. The City Attorney or his designate is authorized to negotiate further with the owners of the affected parcels the amount of compensation to be paid for acquisition of the above-described easements.

Section 3. That in the event no satisfactory agreement can be reached with the owner of the property as to the purchase price of the easement, the City Attorney or his designate is authorized and directed to commence and prosecute to final determination such proceedings as may be necessary to acquire the necessary interest in the property. Such action shall be in accordance with all applicable laws, rules and regulations governing such acquisition.

Section 4. That upon the trial of any suit or action instituted for the condemnation of any easement described above, the City Attorney or his designate is hereby authorized to make such stipulation, agreement or admission as in his judgment may be in the best interest of the City.

Section 5. That upon the final determination of any such proceedings the deposit of funds and payment of judgment conveying any necessary easements to the City is hereby authorized.

Section 6. That the City hereby finds it necessary to obtain immediate possession, occupancy, entry and use of the property necessary for the easements in order that construction of the Project may proceed on schedule and within budgetary limitations. The City Attorney or his designate is hereby authorized in accordance with all applicable laws and regulations to take appropriate steps to acquire immediate possession of such property.

Section 7. That there is hereby authorized the creation of a fund in the amount estimated to be the just compensation for such easements, which shall, upon obtaining possession of the easement, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action.

PASSED:

By majority vote of the City Council
the 9 day of September, 1981.



Polly Blankenbaker
City Recorder

ATTEST:



Clyde List
Mayor

3. RESOLUTION NO. 221

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Christina W. Cereghino, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

That portion of the tract of land described in deed to Christina W. Cereghino, recorded December 20, 1967 in Book 673, Page 405, Washington County Deed Records, situated in the southeast one-quarter of Section 20, Township 2 South, Range 1 West, Willamette Meridian, Washington County Oregon, which lies northwest of the following described line:

Beginning at a point on the southerly right-of-way line of State Highway 99W, said beginning point being 167.69 feet westerly of the east line of said Section 20; thence South 8°43'39" West 38.11 feet to the westerly boundary of said Cereghino tract and the terminus of said easement line, TOGETHER WITH a temporary easement for construction purposes described as follows:

TEMPORARY EASEMENT

That portion of said Cereghino tract which lies northwesterly of the following described line:

Beginning at a point on the southerly right-of-way line of State Highway 99W, said beginning point being 151.55 feet westerly of the east line of said Section 20; thence South 8°43'39" West, 148.84 feet to the westerly boundary of said Cereghino tract, and the terminus of said easement line.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantor's 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982 and the time the grantor's 1982 crop is harvested in the fall of 1982. The grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantor's existing drain tiles and pipes within the temporary easement area shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors have affixed their signatures this _____ day of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington)

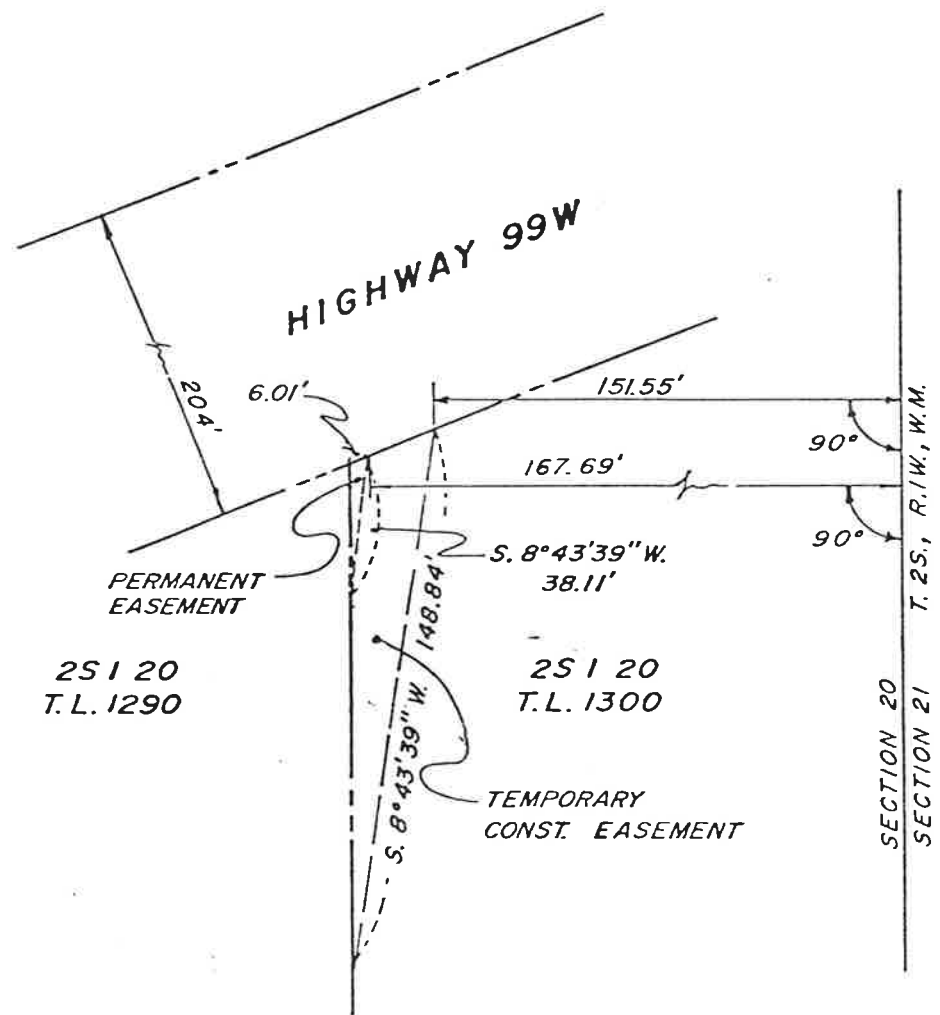
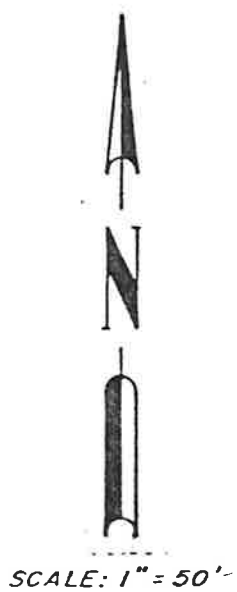
_____, 1981

Personally appeared the above named _____

_____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
JULY 16, 1990
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-001

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Tri-City Community Church, Fee Owner, and Charlie Desmond, Contract Purchaser, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southeast one-quarter of Section 20, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at a point on the south line of that tract of land described in that certain real estate contract, recorded December 4, 1979, as Document No. 79050794, Washington County Deed Records which point is 198.07 feet westerly of the east line of said Section 20; thence North 8°43'39" East, 134.52 feet to the southerly right-of-way line of State Highway 99W and the terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet in width, 25 feet easterly and 75 feet westerly of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantor's 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982 and the time the grantor's 1982 crop is harvested in the fall of 1982. The grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantor's existing drain tiles and pipes within the temporary easement area shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors have affixed their signatures this _____ day of _____, 1981.

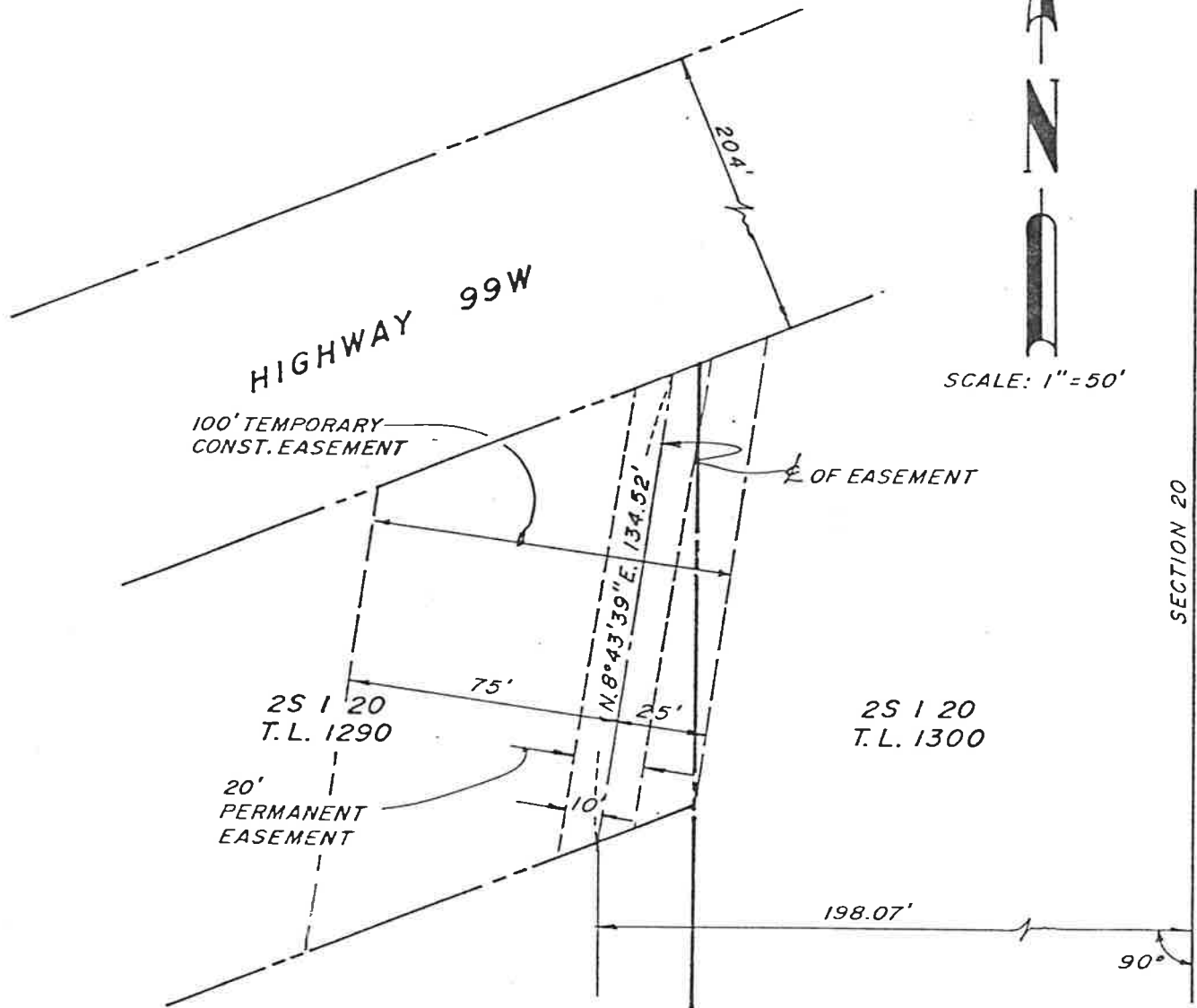
STATE OF OREGON)
) ss.
County of Washington) _____, 1981

Personally appeared the above named _____

_____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:



T. 2S., R. 1W., W.M.
SECTION 20
SECTION 21

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Michael W. Fain
OREGON
JULY 18, 1974
MICHAEL W. FAIN
1575

SEWER EASEMENT NO. S-002

GARY M. BUFORD & ASSOCIATES
415 N. STATE STREET P. O. BOX 1531
LAKE OSWEGO, OREGON 97034 835-3511

SEWER EASEMENT
ROCK CREEK L.I.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140. 625-557

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Donald Edward Bischof and Karen Margaret Bischof, Fee Owners, and Dennis and Susan Reese, Contract Purchasers, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southeast one-quarter of Section 20, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at a point on the south line of TRACT I as described in that certain real estate contract between Robert E. Kremer and Roxanna S. Kremer, Sellers, and Donald Edward Bischof and Karen Margaret Bischof, Buyers, said contract recorded April 25, 1973 in Book 921, Page 346, Washington County Deed Records, said Point of Beginning being 210 feet westerly of the east line of said Section 20; thence parallel with said Section line, North 0°20'36" East, 1608.13 feet; thence North 8°43'39" East, 81.81 feet to the north line of said TRACT I and the terminus of said easement centerline, together with a temporary easement for construction purposes described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet in width, 25 feet easterly and 75 feet westerly of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantor's 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982 and the time the grantor's 1982 crop is harvested in the fall of 1982. The grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantor's existing drain tiles and pipes within the temporary easement area shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors have affixed their signatures this _____ day of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington)

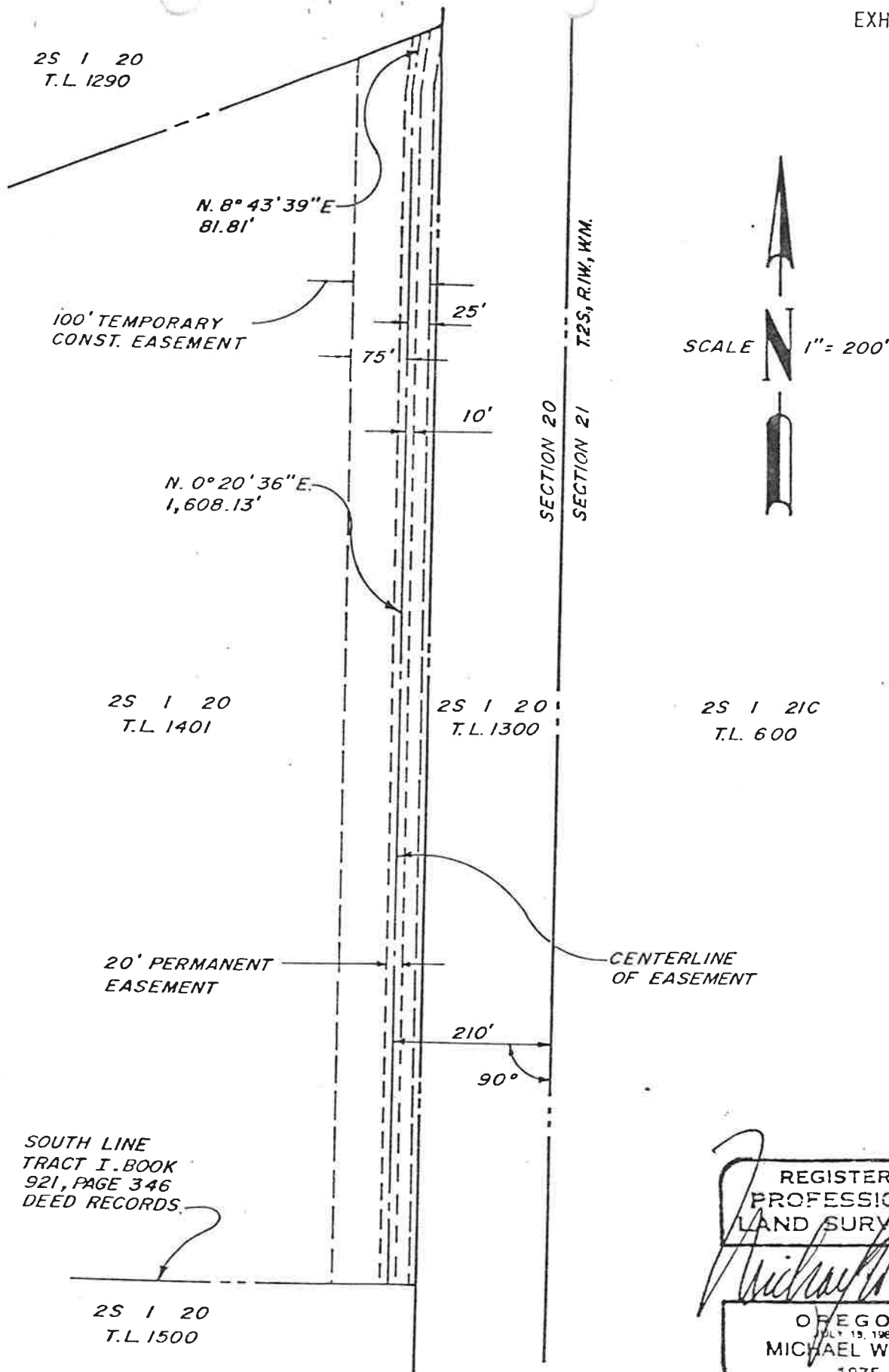
_____, 1981

Personally appeared the above named _____

_____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:



SEWER EASEMENT NO. S-003

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
JULY 19, 1962
MICHAEL W. FAIN
1875

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That John and Gladys Cereghino and James and Christina Cereghino hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southeast one-quarter of Section 20, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at a point on the north line of Parcel III of that tract of land described in deed to James and Christina Wilhelmine Cereghino and John and Gladys P. Cereghino, recorded August 22, 1952, Book 336, Page 135, Washington County Deed Records, said Point of Beginning being 210 feet westerly of the east line of said Section 20; thence parallel with said section line, South 0°20'36" West, 309.61 feet to south line of Parcel II of said Cereghino Tract and the terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet in width, 25 feet easterly and 75 feet westerly of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantor's 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982 and the time the grantor's 1982 crop is harvested in the fall of 1982. The grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantor's existing drain tiles and pipes within the temporary easement area shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors have affixed their signatures this _____ day of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington)

_____, 1981

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

2S 1 20
T.L. 1401

NORTH LINE
PARCEL III, BOOK
336, PAGE 135
DEED RECORDS.

210'

75'

25'

90°

100' TEMPORARY
CONST. EASEMENT

2S 1 20
T.L. 1300

2S 1 20
T.L. 1500

S. 0° 20' 36" W. 309.61'

SECTION 20
SECTION 21
T. 25., R. 1W., W.M.



SCALE: 1" = 50'

20'
PERMANENT
EASEMENT

10'

E OF EASEMENT

SOUTH LINE
PARCEL II, BOOK
336, PAGE 135
DEED RECORDS.

2S 1 20
T.L. 1600

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1950
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-004

GARY M. BUFORD & ASSOCIATES
415 N. STATE STREET
LAKE OSWEGO, OREGON 97034

P. O. BOX 1331
835-3311

SEWER EASEMENT
ROCK CREEK L.I.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140. 825-552

PROJECT: ROCK CREEK LID
PARCEL NO.: Tax Lot 1600,
Assessor Map 25 1 20

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That John and Gladys Cereghino, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southeast one-quarter of Section 20, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at a point on the north line of Parcel I of that tract of land described in deed to John and Gladys Cereghino, recorded on January 6, 1967, in Book 627, Page 451, Washington County Deed Records, said Point of Beginning being 210 feet westerly of the east line of said Section 20; thence parallel with said section line, South 0°20'36" West, 154.33 feet to the south line of Parcel II of said Cereghino Tract and the terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet in width, 25 feet easterly and 75 feet westerly of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantor's 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982 and the time the grantor's 1982 crop is harvested in the fall of 1982. The grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantor's existing drain tiles and pipes within the temporary easement area shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors have affixed their signatures this _____ day of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington) _____, 1981

Personally appeared the above named _____

_____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

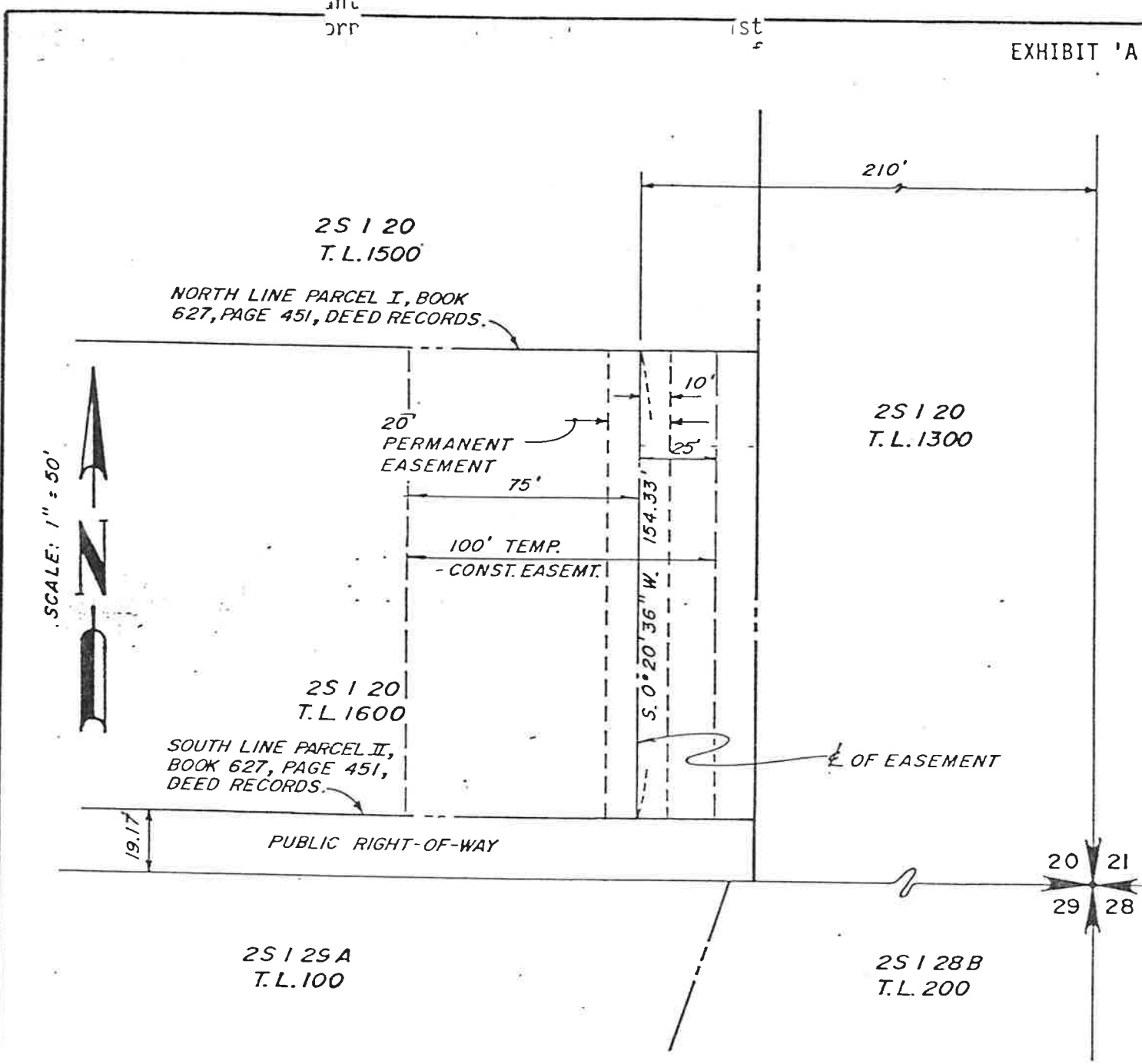
Notary Public for Oregon
My commission expires:

PROJECT: ROCK CREEK LID
 PARCEL NO.: Tax Lot 100,
 Assessor Map 2S 1 29A

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Gerda Cereghino and David E. Cereghino and Ruth J. Fisher, Trustees, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors

EXHIBIT 'A'



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JULY 18, 1960
 MICHAEL W. FAIN
 1875

SEWER EASEMENT NO. S-005

GARY M. BUFORD & ASSOCIATES
 415 N. STATE STREET P. O. BOX 1531
 LAKE OSWEGO, OREGON 97034 835-3511

SEWER EASEMENT
 ROCK CREEK L.I.D.
 WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
 90 N.W. PARK STREET
 SHERWOOD, OREGON 97140, 825-552

The rights and privileges herein granted to the grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with Grantee's activities on said property.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantor's 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982 and the time the grantor's 1982 crop is harvested in the fall of 1982. The grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantor's existing drain tiles and pipes within the temporary easement area shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors have affixed their signatures this _____ day of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington) _____, 1981

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

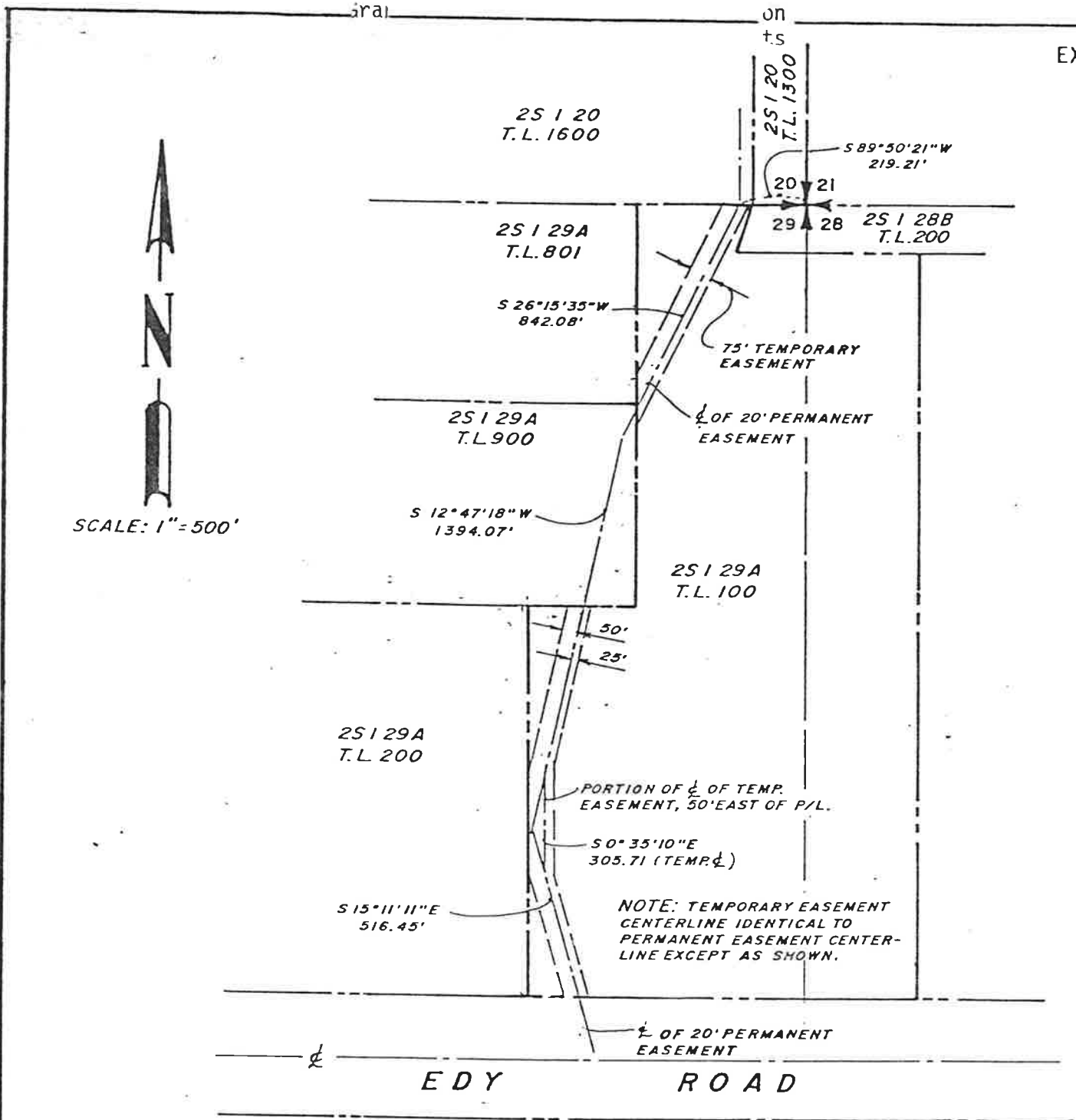
Notary Public for Oregon
My commission expires:

PROJECT: ROCK CREEK LID
 PARCEL NO.: Tax Lot 900,
 Assessor Map 2S 1 29A

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Portland General Electric Co.,

EXHIBIT 'A'



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Michael W. Fain

OREGON
 JULY 15, 1980
 MICHAEL W. FAIN
 1875

SEWER EASEMENT NO. S-006

GARY M. BUFORD & ASSOCIATES
 415 N. STATE STREET P. O. BOX 1531
 LAKE OSWEGO, OREGON 97034 835-3511

SEWER EASEMENT
 ROCK CREEK L.I.D.
 WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
 90 N. W. PARK STREET
 SHERWOOD, OREGON 97140. 825-5

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

STATE OF OREGON)
) ss.
County of)

_____, 1981

Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____

25 I 29A
T.L. 801

25 I 29A
T.L. 900

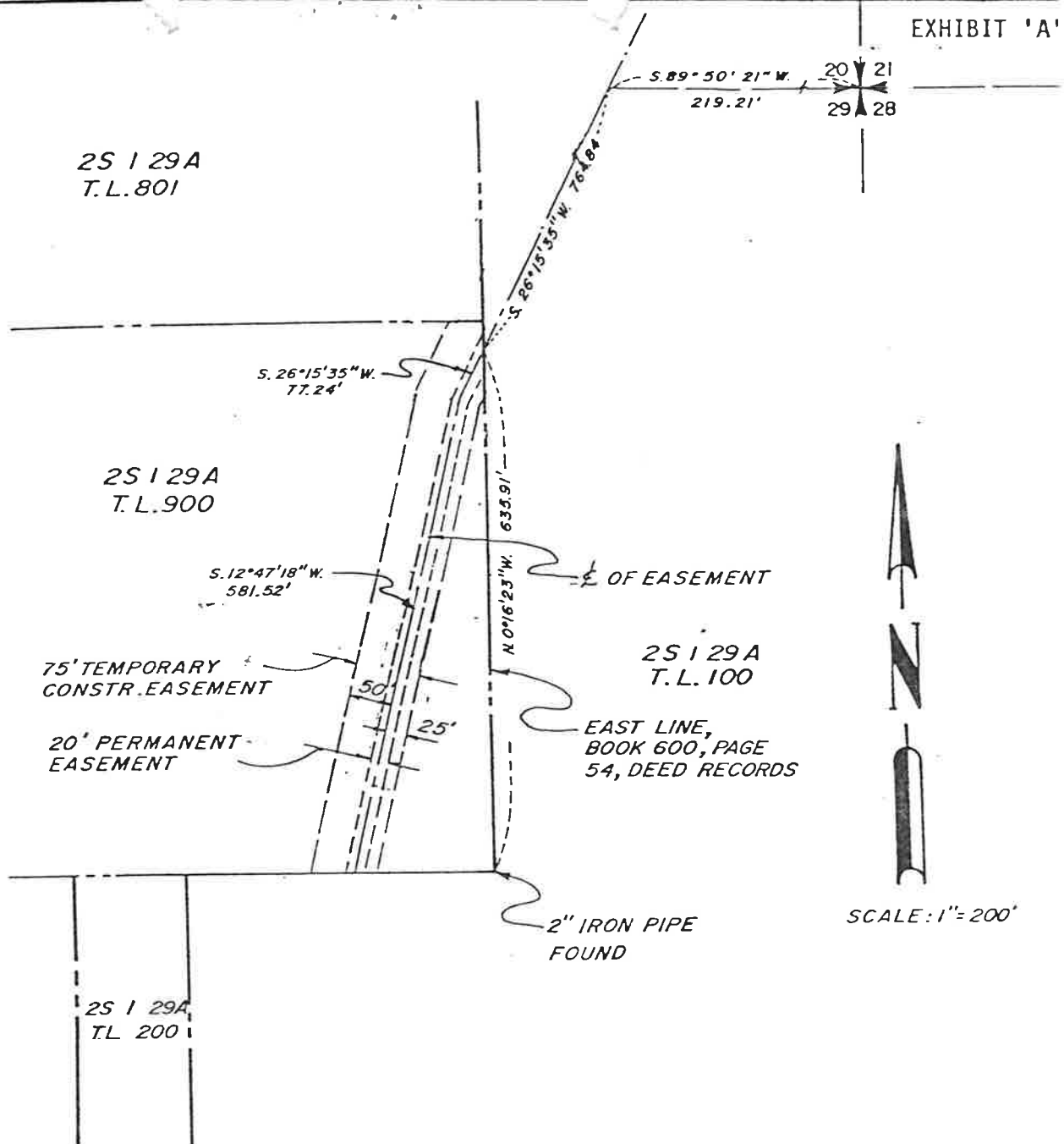
25 I 29A
T.L. 100

25 I 29A
T.L. 200

EAST LINE,
BOOK 600, PAGE
54, DEED RECORDS

2" IRON PIPE
FOUND

SCALE: 1" = 200'



REGISTERED
PROFESSIONAL
LAND SURVEYOR
Michael W. Fain
OREGON
JULY 18, 1980
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-007

GARY M. BUFORD & ASSOCIATES
415 N. STATE STREET P. O. BOX 1031
LAKE OSWEGO, OREGON 97034 635-3511

SEWER EASEMENT
ROCK CREEK L.I.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140. 625-50

PROJECT: ROCK CREEK LID
PARCEL NO.: Tax Lot 801,
Assessor Map 2S 1 29A

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Gary A. White,
hereinafter termed "Grantors", for and in consideration of the sum of _____
DOLLARS, and the benefits accruing to Grantors
herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD,
OREGON, a municipal corporation duly organized and existing under the laws of
the State of Oregon, hereinafter termed "Grantee", the following described
interest in real property in the County of Washington, State of Oregon:

TEMPORARY EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A temporary right-of-way and easement on, over, across, along,
within and through the lands of Grantors, including the right of
ingress thereto and egress therefrom at all reasonable times by
agents, contractors, and employees of the Grantee for the purpose
of constructing underground sewer line within land adjacent to that
of the Grantors. Said temporary right-of-way and easement for
sewer line construction purposes is described as follows:

That portion of Tract "C" described in Deed to Gary White re-
corded January 5, 1978 as document No. 78-00617, Washington
County Deed Records, situated in the Northeast one-quarter of
Section 29, Township 2 South, Range 1 West, Willamette Meridian,
Washington County, Oregon, which portion lies southeasterly of
the following described line:

Beginning at the northeast corner of said Section 29, thence
along the north line thereof, South 89°50'21" West 275.04 feet to
the TRUE POINT OF BEGINNING of the herein described easement
line; thence South 26°15'35" West, 817.24 feet to the terminus of
said easement line.

Said Temporary Easement is automatically extinguished following
Grantee acceptance of completed sewer in adjacent permanent
easements.

The rights and privileges herein granted to the Grantee are subject to
condition that the Grantee, its agents, employees and contractors shall suffer
or do no damage to said property unless the same is fully repaired, shall
restore grounds as nearly as possible and reasonable to the pre-existing con-
dition, shall maintain and operate said sewer line at Grantee's expense in such a
manner and to such an extent as to not unduly interfere with the continued use
and enjoyment of the property by the Grantors for purposes not incompatible with
the rights herein granted, and shall save and hold harmless the Grantors from
any liability for damages whatsoever arising in connection with the Grantee's
activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in
the above-described land, that they have a full legal right to grant unto the
Grantee herein named the easement right and privileges hereinabove set forth and
covenant that they will warrant and defend the easement rights herein granted
from all lawful claims whatsoever.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantor's 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982 and the time the grantor's 1982 crop is harvested in the fall of 1982. The grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantor's existing drain tiles and pipes within the temporary easement area shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the grantors have affixed their signatures this _____ day of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington) _____, 1981
Personally appeared the above named _____

_____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me: _____
Notary Public for Oregon
My commission expires:

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

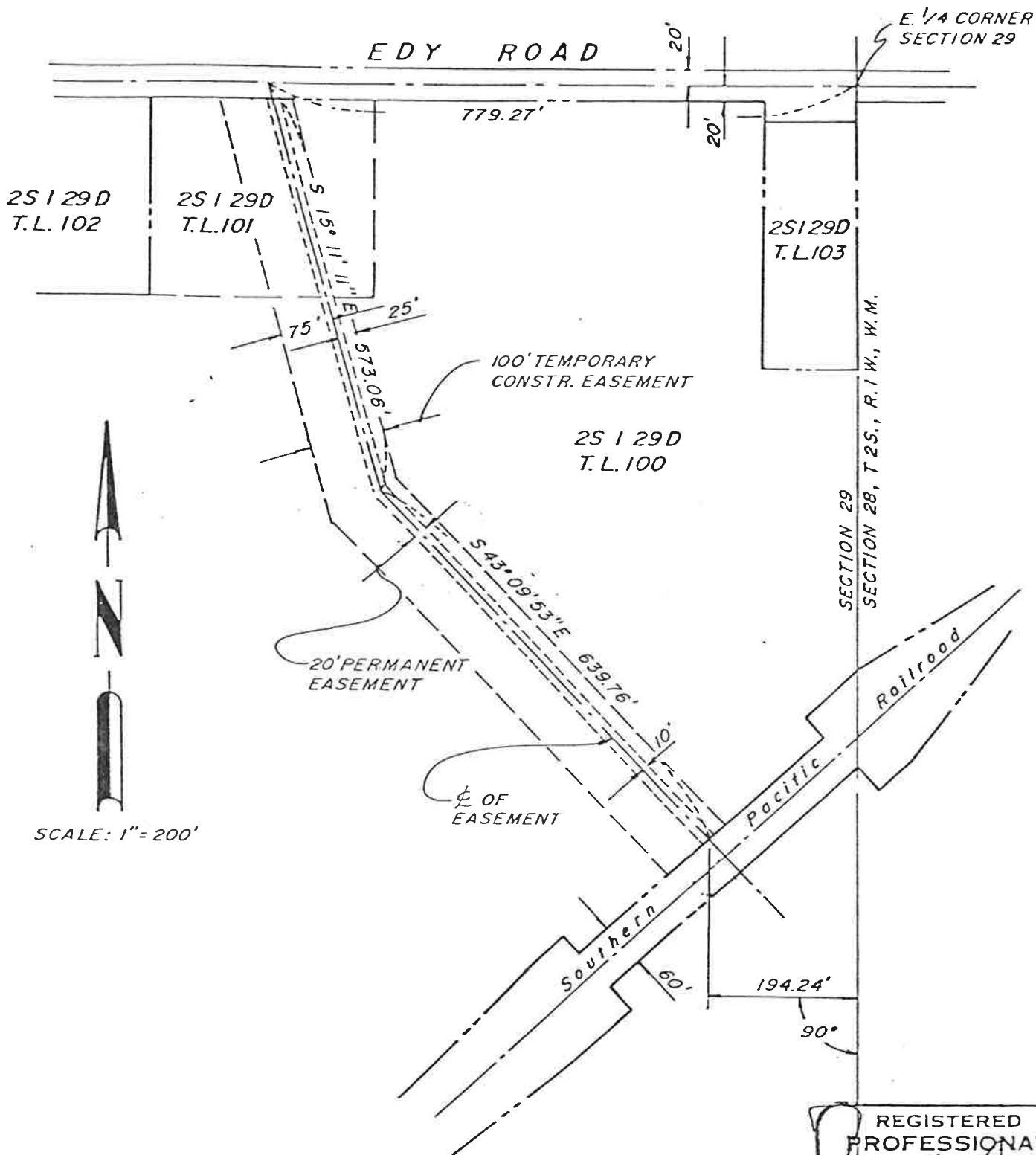
STATE OF OREGON)
) ss.
County of)

_____, 1981

Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____



SCALE: 1" = 200'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
JULY 18, 1980
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-009

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Frontier Leather Company, an Oregon Corporation, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT NO. 1 (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southeast one-quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at the northeast corner of that tract of land described in deed to Frontier Leather Company, recorded July 2, 1962, in Book 467, Page 108, Washington County Deed Records, said point also being on the east line of Section 29 and the southeasterly line of a 60-foot Southern Pacific Railroad right-of-way; thence along said railroad right-of-way, South 47°18'44" West, 208.06 feet to the TRUE POINT OF BEGINNING of the herein described easement centerline; thence South 43°09'53" East, 67.25 feet; thence South 23°28'14" East, 271.28 feet to the east line of said FRONTIER LEATHER CO. TRACT and the terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT NO. 1

A strip of land 100 feet in width, 75 feet northeasterly and 25 feet southwesterly of the above described easement centerline for PERMANENT EASEMENT NO. 1.

PERMANENT EASEMENT NO. 2

A strip of land 20 feet in width situated in the southeast one-quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at the northeast corner of said FRONTIER LEATHER CO. TRACT; thence along the southeasterly right-of-way line of said railroad, South 47°18'44" West, 208.06 feet; thence South 43°09'53" East, 67.25 feet to the TRUE POINT OF BEGINNING of the herein described easement centerline; thence parallel with said railroad right-of-way, North 47°18'44" East, 145.80 feet to the east line of said FRONTIER LEATHER CO. TRACT, and terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT NO. 2

A strip of land 100 feet in width, 40 feet northwesterly and 60 feet southeasterly of the above described easement centerline for PERMANENT EASEMENT NO. 2.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington)

_____, 1981

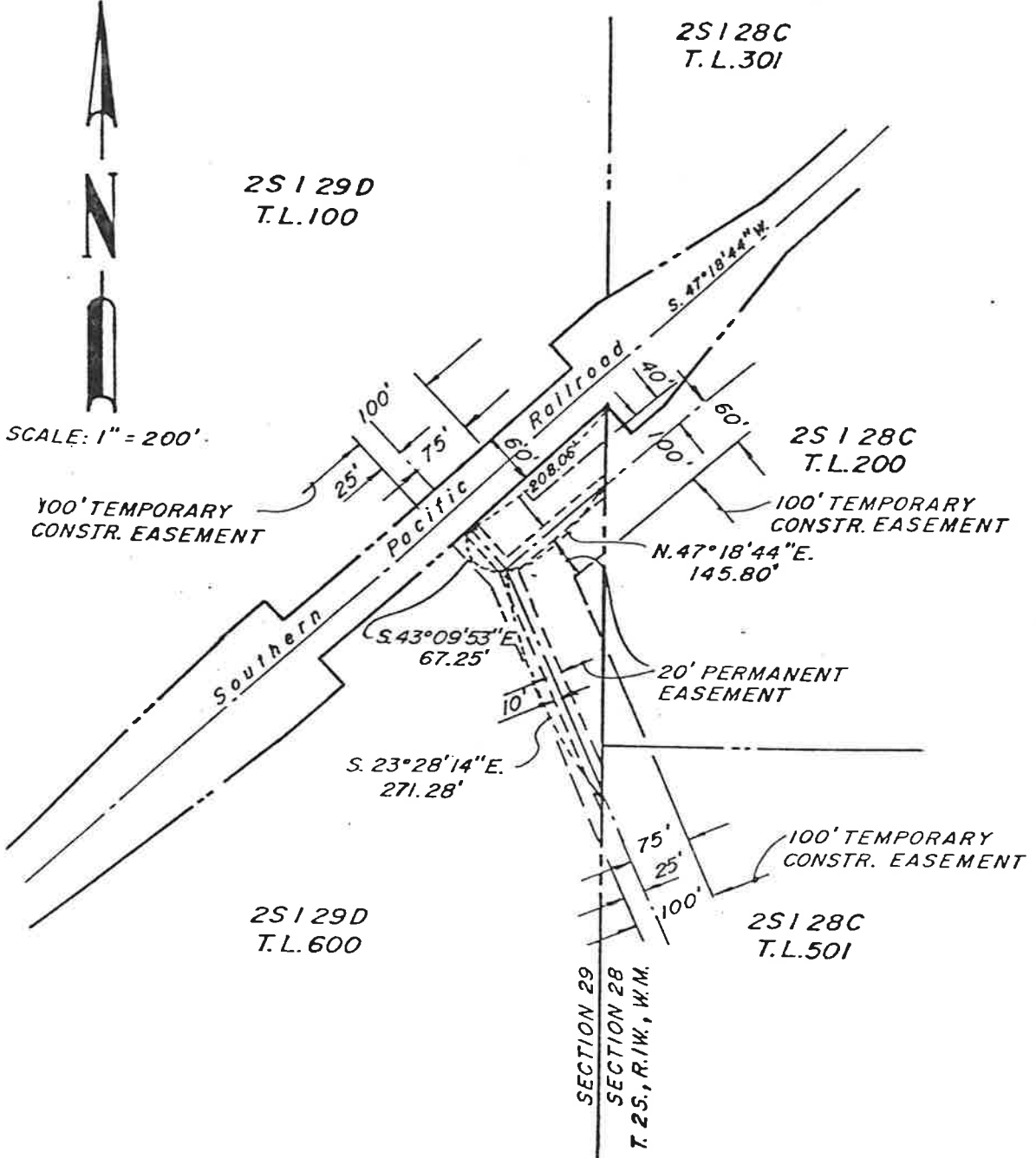
Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____



SCALE: 1" = 200'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
JUL 7, 1980
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-010

GARY M. BUFORD & ASSOCIATES
415 N. STATE STREET P. O. BOX 1531
LAKE OSWEGO, OREGON 97034 835-3511

SEWER EASEMENT
ROCK CREEK L.I.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140, 825-552

PROJECT: ROCK CREEK LID
PARCEL NO.: Tax Lot 501
Assessor Map 2S 1 28C

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Lampley Corporation, an Oregon Corporation, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southwest quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at the southwest corner of said Section 28; thence along the west line of said Section 28, North 0°09'00" West, 1282.80 feet to the TRUE POINT OF BEGINNING of the herein described centerline, said TRUE POINT OF BEGINNING also being on the west line of Parcel I of that tract of land described in deed to the Lampley Corporation, recorded December 27, 1978, as Document No. 78056404, Washington County Deed Records; thence South 23°28'14" East, 1199.07 feet to a point 10 feet northwesterly of the northwesterly right-of-way line of Tualatin-Sherwood Road (presently 60 feet in width); thence parallel with said northwesterly right-of-way line, South 45°19' West, 75.19 feet to the southwesterly line of said Lampley Tract, and the terminus of said easement centerline, TOGETHER WITH temporary easements for construction purposes, described as follows:

TEMPORARY EASEMENT NO. 1

A strip of land 100 feet in width, 75 feet northeasterly and 25 feet southwesterly of the following described centerline:

From the above described TRUE POINT OF BEGINNING, thence South 23°28'14" East, 1,209.80 feet to a point on the northwesterly right-of-way line of Tualatin-Sherwood Road (presently 60 feet in width) and the terminus of TEMPORARY EASEMENT NO. 1 centerline.

TEMPORARY EASEMENT NO. 2

A strip of land 40 feet in width, lying northwesterly of, parallel with and adjoining the northwesterly line of that portion of the above described permanent easement that is parallel with Tualatin-Sherwood Road, and which strip adjoins and lies southwesterly of the above described TEMPORARY EASEMENT NO. 1.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this 22nd date of July, 1981.

LAMPLEY CORP.
BY: G. W. Lampley, Pres.

STATE OF OREGON)
) ss.
County of Washington)

July 22, 1981

Personally appeared the above named G.W. LAMPLEY, PRESIDENT,
LAMPLEY CORP.
who acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

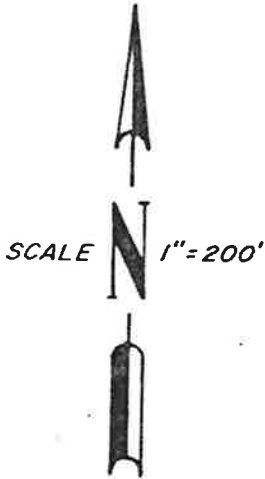
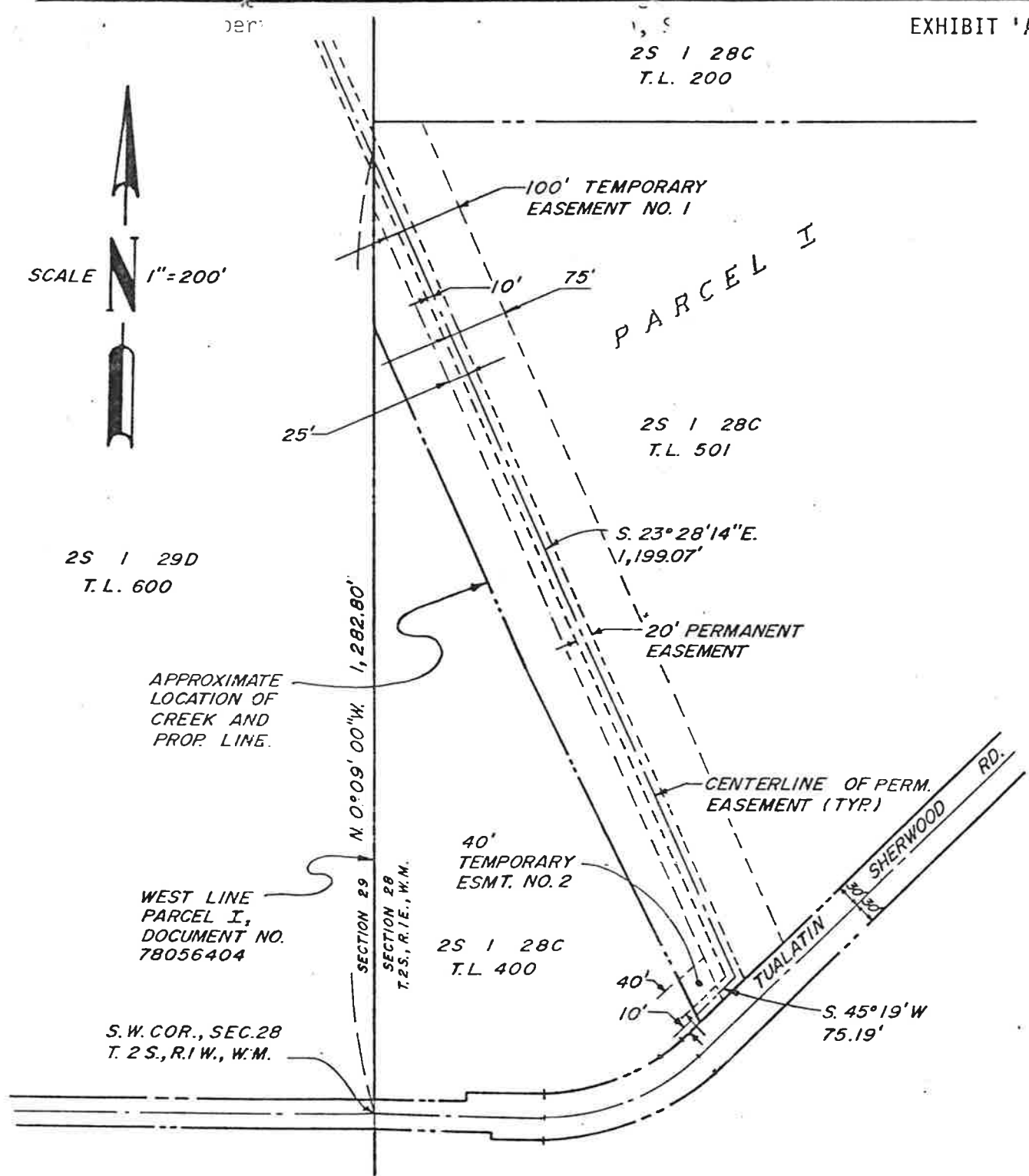
[Signature]
Notary Public for Oregon
My commission expires: 4-23-84

PROJECT: ROCK CREEK LID
 PARCEL NO.: Tax Lot 400
 Assessor Map 2S 1 28C

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Frontier Leather Company, an Oregon Corporation, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, a municipal corporation duly organized and existing under the laws of the State of Oregon, the right to use, occupy and maintain a sewer easement over and under the land hereinafter described, to wit:

EXHIBIT 'A'



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JULY 18, 1980
 MICHAEL W. FAIN
 1875

SEWER EASEMENT NO. S-011

GARY M. BUFORD & ASSOCIATES
 415 N. STATE STREET P. O. BOX 1331
 LAKE OSWEGO, OREGON 97034 835-3511

SEWER EASEMENT
 ROCK CREEK L.I.D.
 WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
 90 N.W. PARK STREET
 SHERWOOD, OREGON 97140. 825-5572

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington)

_____, 1981

Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

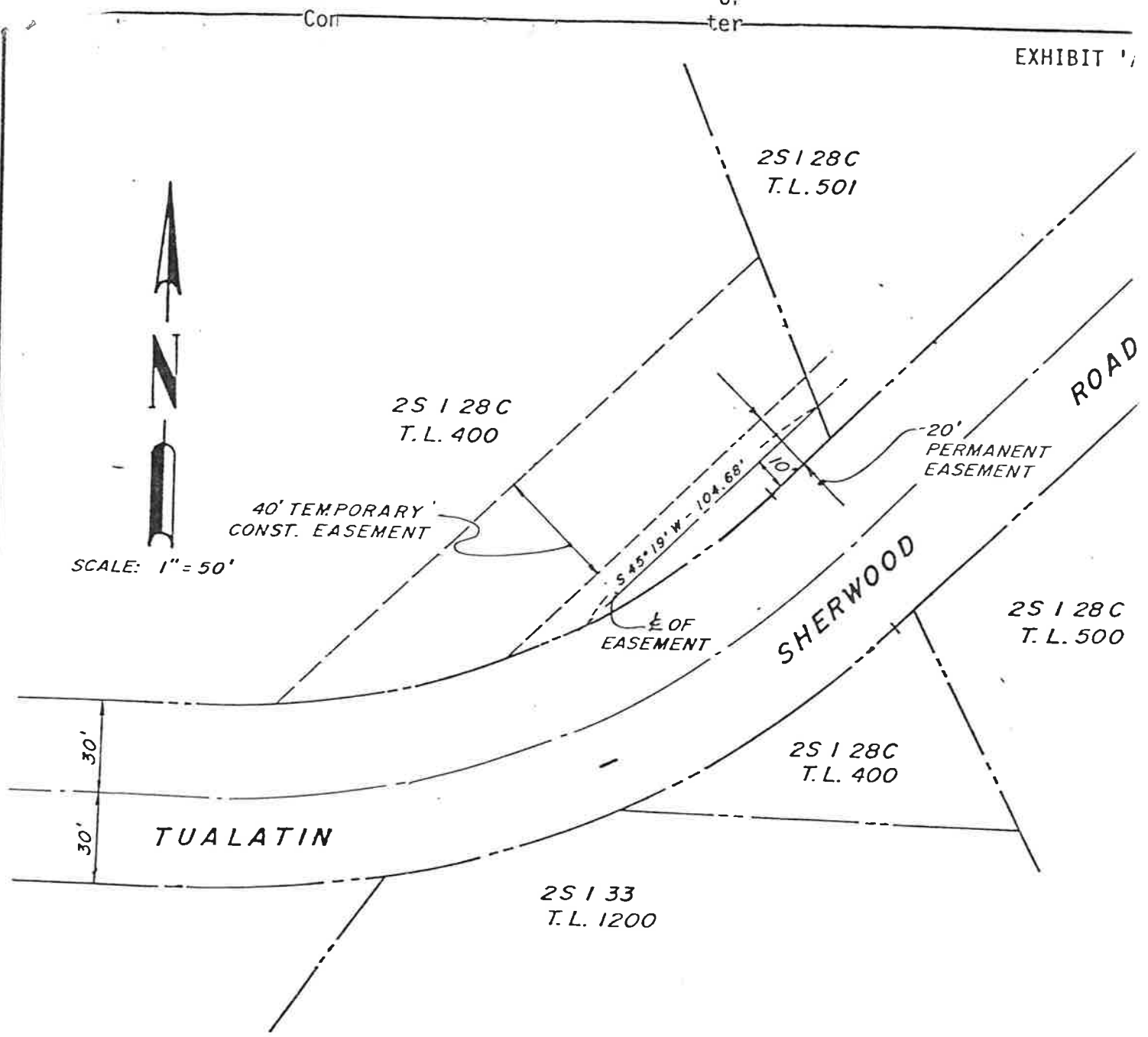
Before me:

Notary Public for Oregon
My commission expires: _____

PROJECT: ROCK CREEK LID
PARCEL NO.: Tax Lot 200
Assessor Map 2S 1 28C

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Roscoe C. Nelson and Madeline D.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
JUL 18 1980
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-012

GARY M. BUFORD & ASSOCIATES
415 N. STATE STREET P. O. BOX 1531
LAKE OSWEGO, OREGON 97034 #35-3511

SEWER EASEMENT
ROCK CREEK L.I.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON

Date: _____, 1981.

STATE OF OREGON)
) ss:
County of)

_____, 1981

Personally appeared the above-named _____

who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Date: _____, 1981.

STATE OF OREGON)
) ss:
County of)

_____, 1981

Personally appeared the above-named _____

who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Date: _____, 1981.

STATE OF OREGON)
) ss:
County of)

_____, 1981

Personally appeared the above-named _____

who acknowledged the foregoing instrument to be _____ voluntary act and deed.

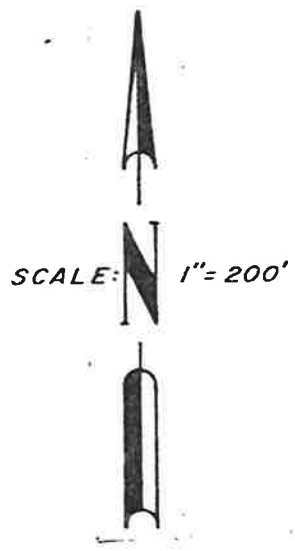
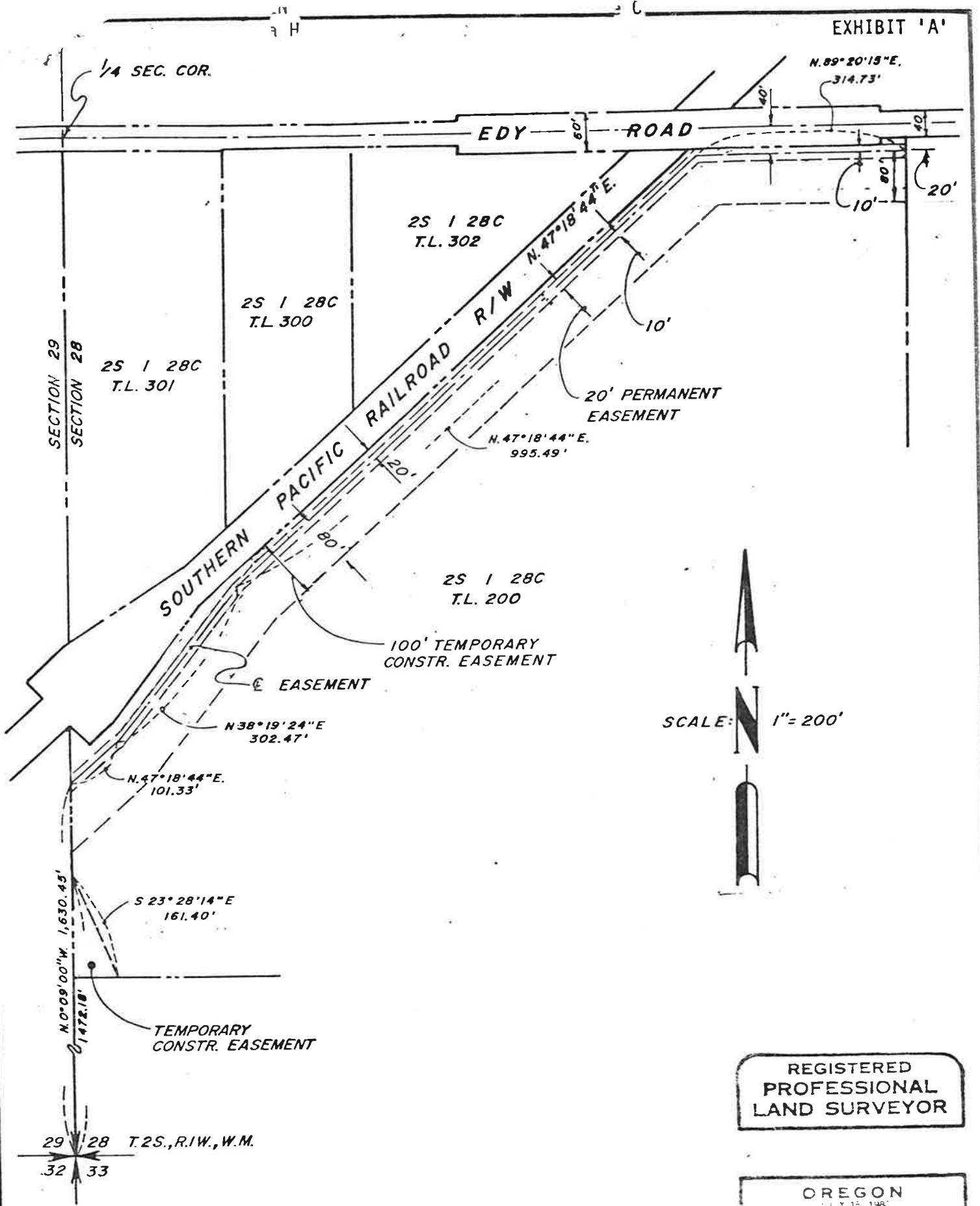
Before me:

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

PROJECT: ROCK CREEK LID
 PARCEL NO.: Tax Lot 101
 Assessor Map 2S 1 28C

SEWER EASEMENT

EXHIBIT 'A'



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 15, 1981
 MICHAEL W. FAIN
 1875

ALIGNMENT REVISED AUG. 27, 1981
 CHECKED: M.W.F.

<p>GARY M. BUFORD & ASSOCIATES 415 N. STATE STREET P. O. BOX 1531 LAKE OSWEGO, OREGON 97034 635-3511</p>	<p>SEWER EASEMENT ROCK CREEK L.I.D. WASHINGTON COUNTY, OREGON</p>	<p>CITY OF SHERWOOD 90 N.W. PARK STREET SHERWOOD, OREGON 97140. 825-8522</p>
--	---	--

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington)

_____, 1981

Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____



1" = 50'

2S 1 28B
T.L. 402

2S 1 28B
T.L. 401

2S 1 28B
T.L. 400

EDY ROAD

2S 1 28C
T.L. 200

2S 1 28C
T.L. 101

WEST LINE
DOCUMENT No. 78 17501,
DEED RECORDS

70' TEMPORARY
CONSTR. EASEMENT

PERMANENT
EASEMENT

N 89° 20' 15" E - 237.49'

N 0° 29' 14" W
20.00'

50'

20'

20'

20'

410'

10'

20'

50'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
JULY 16 1990
MICHAEL W. FAIN
1675

SEWER EASEMENT NO. S-014

GARY M. BUFORD & ASSOCIATES
415 N STATE STREET P. O. BOX 1531
LAKE OSWEGO, OREGON 97034 635-3511

SEWER EASEMENT
ROCK CREEK L.I.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140. 625-55

PROJECT: ROCK CREEK LID
PARCEL NO.: Tax Lot 300, 400, 403
Assessor Map 2S 1 28C

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Lloyd D./Arlette Taylor, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 15 feet in width situated in the northwest one-quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 7.5 feet each side of the following described centerline:

Beginning at a point on the north right-of-way line of Edy Road, said point being 7.5 feet east of the west line of Parcel VI, as established by Gary M. Buford and Associates survey filed in the Washington County Surveyor's Office as P.S. 17302; thence parallel with the west line of said Parcel VI, North 0°29'14" West, 86.50 feet to a point 7.5 feet southeasterly of the northwesterly line of said Parcel VI; thence parallel with said northwesterly line, North 57°10'16" East, 373.96 feet to a point 7.5 feet easterly of the most northerly west line of Parcel V of said Buford survey; thence parallel with said west line, North 0°34'16" West, 266.62 feet to a point 7.5 feet southeasterly of the most northerly northwest line of said Parcel V; thence parallel with said northwest line, North 47°18'44" East, 542.66 feet to the east line of PORTLAND GENERAL ELECTRIC CO. (P.G.E.) Transmission Line Easement, described in Book 483, Page 289, Washington County Deed Records; thence leaving said P.G.E. easement line, North 89°33'55" East 360.34 feet to the east line of Parcel IV of said Buford Survey and the terminus of said easement centerline.

EXCEPT that portion of the above described easement within the Bonneville Power Administration right-of-way, condemned by the UNITED STATES OF AMERICA as disclosed by transcript of judgement in Book 180, Page 501, Washington County Deed Records.

TOGETHER WITH a temporary easement for construction purposes described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet in width, 75 feet westerly, northwesterly and northerly of and 25 feet easterly, southeasterly and southerly of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

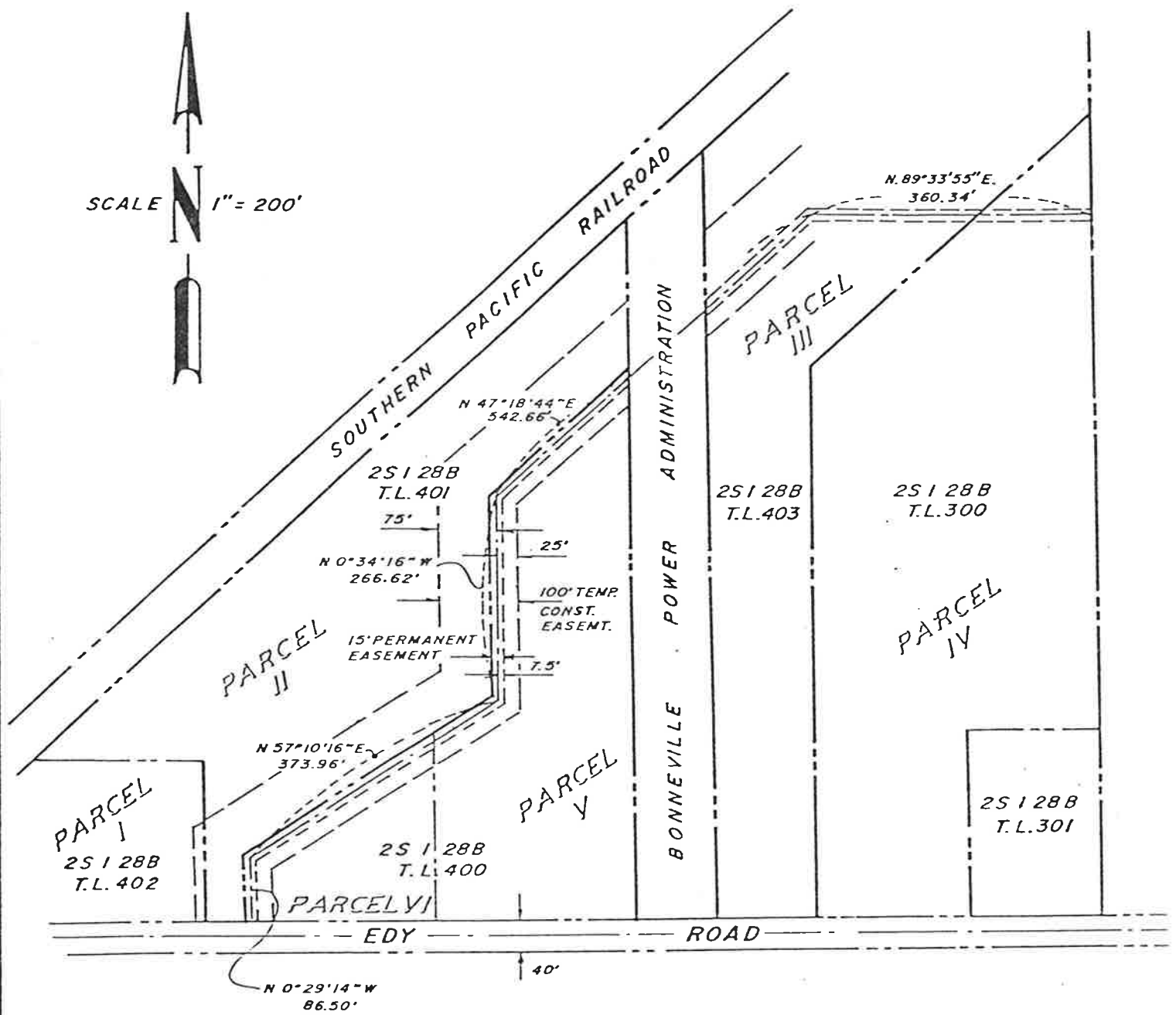
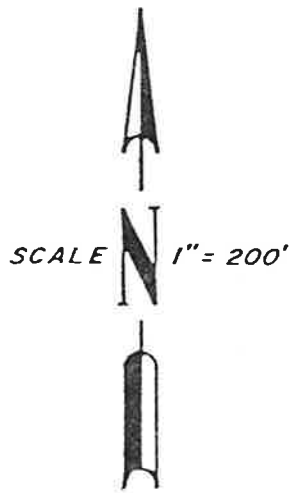
STATE OF OREGON)
) ss.
County of Washington)

_____, 1981

Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
JULY 18, 1900
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-015

GARY M. BUFORD & ASSOCIATES
415 N. STATE STREET P. O. BOX 1531
LAKE OSWEGO, OREGON 97034 833-3511

**SEWER EASEMENT
ROCK CREEK L.I.D.**
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140, 825-33

PROJECT: ROCK CREEK LID
PARCEL NO.: BPA R/W

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Bonneville Power Administration, hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also, easement map labeled EXHIBIT 'A' attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 15 feet in width situated in the northwest one-quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 7.5 feet each side of the following described centerline:

Beginning at a point on the east line of that tract of land condemned by the UNITED STATES OF AMERICA as disclosed by transcript of judgement recorded in Book 180, Page 501, Washington County Deed Records, which point bears North 0°34'16" West, 818.82 feet from the South line of the northwest one-quarter of said Section 28, said south line established by survey of Gary M. Buford & Associates, filed in the Washington County Surveyor's office as P.S. 17302; thence South 47°18'44" West, 134.81 feet to the west line of said tract and terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet wide, 75 feet northwesterly and 25 feet southeasterly of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

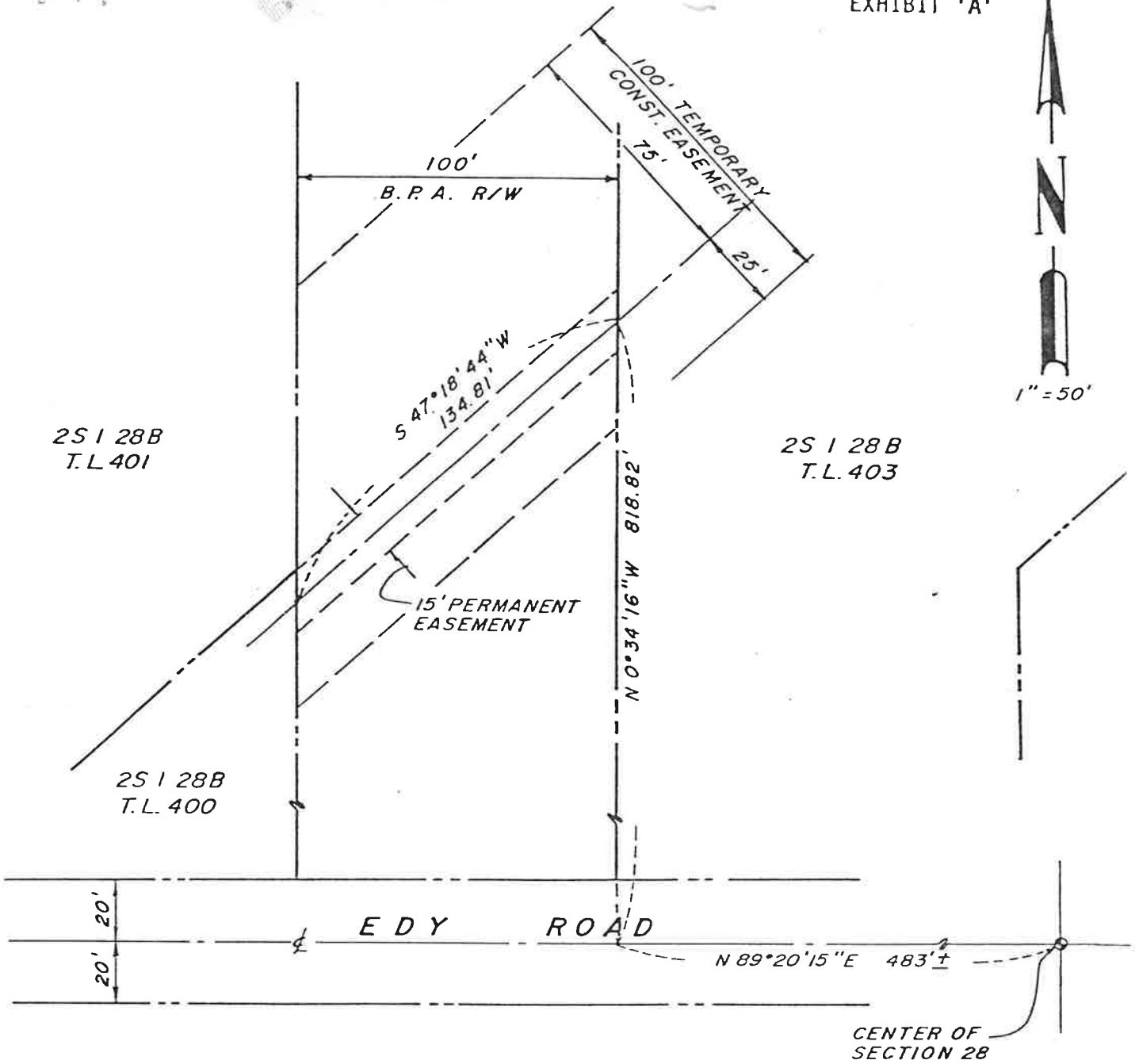
STATE OF OREGON)
) ss.
County of)

_____, 1981

Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____



CENTER OF SECTION 28

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Fain

OREGON
MAY 16, 1967
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-016

GARY M. BUFORD & ASSOCIATES
415 N. STATE STREET P. O. BOX 1531
LAKE OSWEGO, OREGON 97034 635-3511

SEWER EASEMENT
ROCK CREEK L.I.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140, 625-5521

GARY M. BUFORD & ASSOCIATES, INC.

415 N. STATE STREET • P.O. BOX 1531 • LAKE OSWEGO, OREGON 97034 • PHONE (503) 635-3511

- consulting engineers
- land surveyors

September 2, 1981

Rec. No. L506.603

SEP 8 1981

Derryck H. Dittman, Esq.
Anderson, Dittman & Anderson
8865 S.W. Center Street
Tigard, OR 97223

RE: Easements for Sanitary Sewer
Rock Creek L.I.D.
Sherwood, Washington County, Oregon

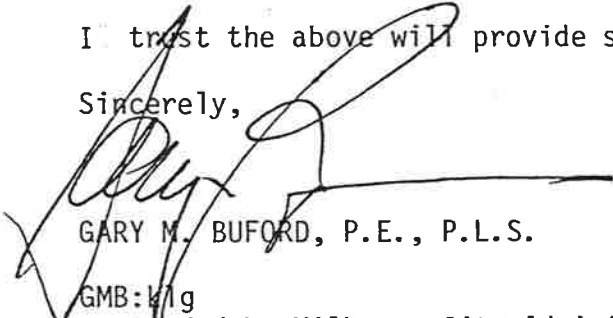
Dear Mr. Dittman:

I am providing the following information relevant easement lengths for sanitary sewer northerly of Edy Road:

<u>Easement No.</u>	<u>Tax Lot No.</u>	<u>Assessor Map No.</u>	<u>Easement Lengths</u>	<u>Remarks</u>
S-001	1300	2S 1 20	65' (approx.)	Distance is along centerline of easement within tax lot; sewer is not in tax lot.
S-002	1290	2S 1 20	135' (approx.)	along centerline sewer
S-003	1401	2S 1 20	1685' (approx.)	" " "
S-004	1500	2S 1 20	318' (approx.)	" " "
S-005	1600	2S 1 20	155' (approx.)	" " "
S-006	100	2S 1 29A	2092' (approx.)	" " "
S-007	900	2S 1 29A	665' (approx.)	" " "
S-008	801	2S 1 29A	48' (approx.)	Distance is along centerline of easement within tax lot; sewer is not in tax lot.

I trust the above will provide sufficient information for your purposes.

Sincerely,



GARY M. BUFORD, P.E., P.L.S.

GMB:klg

cc: Tad L. Milburn, City Administrator, City of Sherwood,
City Hall, PO Box 167, Sherwood, Oregon, 97140

GARY M. BUFORD & ASSOCIATES, INC.

415 N. STATE STREET • P.O. BOX 1531 • LAKE OSWEGO, OREGON 97034 • PHONE (503) 635-3511

• consulting engineers
• land surveyors

August 15, 1981

Rec. No. L506.33

Mr. Robert Doran
District Permit Liaison
Highway Division
State of Oregon
Department of Transportation
P.O. Box 14030
Salem, Oregon 97310

RE: ROCK CREEK WATER & SEWER LOCAL IMPROVEMENT DISTRICT
Sanitary Sewer Improvements
Highway Crossing-U.S. Highway 99W at the Rock Creek Bridge
Washington County, Oregon

Dear Mr. Doran:

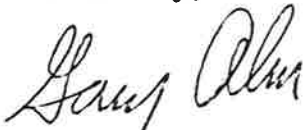
Pursuant to our telephone conversation of July 31, 1981, and in accordance with Section VIII, Oregon Transportation Commission's Permit Administrative Rule No. 46, I am submitting herewith the following Plans and Specifications for your review and approval:

1. Five (5) blue-line prints each of sheets 1, 2 and 14 of the Rock Creek Sanitary Sewer Construction Plans.
2. One (1) complete set of Contract Documents for Rock Creek Sanitary Sewer Improvements. (Refer to Special Specifications Section VI for Highway Crossing).

I trust the enclosed Plans and Specifications are in order and sufficient to complete this phase of the application process.

Our current construction schedule provides that we will advertise for bids August 18, 1981 and expect to begin construction the third or fourth week in September. This schedule is necessary to coordinate with farming activities and complete construction prior to adverse weather. Your courtesies in this matter are appreciated. If you have any questions, or need further information, please advise.

Sincerely,



GARY R. ALM
Design Engineer

GRA:klg

cc: Tad L. Milburn, City Administrator, City of Sherwood, City Hall,
PO Box 167, Sherwood, Oregon, 97140

GARY M. BUFORD & ASSOCIATES, INC.

415 N. STATE STREET • P.O. BOX 1531 • LAKE OSWEGO, OREGON 97034 • PHONE (503) 635-3511

• consulting engineers
• land surveyors

August 15, 1981

Rec. No. L506.33

Mr. Dan Johnson
Department of Public Works
Washington County
150 N. First Avenue
Hillsboro, Oregon 97123

RE: SANITARY SEWER IMPROVEMENTS
ROCK CREEK WATER & SEWER LOCAL IMPROVEMENT DISTRICT
Sherwood, Washington County, Oregon

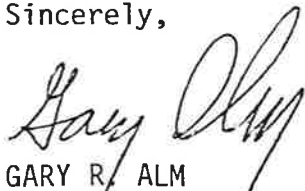
Dear Mr. Johnson:

On behalf of the City of Sherwood we are submitting herewith the following documents for your review.

1. Two (2) sets of Sanitary Sewer Construction Plans for the Rock Creek Water & Sewer Local Improvement District.
2. Two (2) sets of Contract Documents and Special Specifications for construction of Sanitary Sewer Improvements for the Rock Creek Water & Sewer Local Improvement District.

At this time we are respectfully requesting approval of Construction Plans and Specifications for Sanitary Sewer located within county road right-of-way. Our current schedule provides that we will advertise for bids on August 17, 1981 and expect to begin construction during the third or fourth week in September. I trust you will find the enclosed Plans and Specifications in order and in conformance with the Department of Public Works standards and requirements. Should you have any questions, please call.

Sincerely,



GARY R. ALM
Design Engineer

GRA:klg

cc: Tad L. Milburn, City Administrator, City of Sherwood, City Hall,
PO Box 167, Sherwood, Oregon, 97140

GARY M. BUFORD & ASSOCIATES, INC.

415 N. STATE STREET • P.O. BOX 1531 • LAKE OSWEGO, OREGON 97034 • PHONE (503) 635-3511

• consulting engineers
• land surveyors

August 6, 1981

Rec. No. L506.331

AUG 18 1981

Mr. R. A. Engelbert
Southern Pacific Transportation Company
Room 251-N Union Station
800 N. W. Sixth Ave.
Portland, Oregon 97209

Attn: Mr. R. L. Johnston
Office Engineer

Re: Sanitary Sewer - Railroad Trestle Crossing
Mile Post 758.45
Rock Creek Water and Sewer
Local Improvement District
Sherwood, Washington County, Oregon

Dear Mr. Engelbert:

Our firm is currently providing engineering services to the City of Sherwood for design and during construction of the Rock Creek Water and Sewer Local Improvement District. For design of gravity flow in the sewer, it is necessary that it cross beneath an existing railroad trestle. Please accept this as our application for permit to construct sanitary sewer across Southern Pacific Transportation Company right-of-way at the Rock Creek Trestle, approximate Mile Post 758.45, of the Newberg Branch.

The Rock Creek Sanitary Sewer Project is one phase of sanitary sewerage improvements within the Sherwood area in accordance with Unified Sewerage Agency of Washington County (USA), Lower Tualatin Facility Plan, Volume I. This sewer system is designed to serve approximately 730 acres of residential, commercial and industrial property in the easterly part of Sherwood. The first phase of this project will be to construct the trunk sewer, the main artery of the sewer system, to relieve an existing sewage pump station on S. E. Pacific Street. This pump station serves a portion of the City of Sherwood and is presently operating at full capacity.

Traditionally, trunk sewers are located in valleys or ravines and run parallel with the natural drainage. Our engineering studies and field surveys of topography of the Rock Creek Drainage Basin have determined that the trunk sewer must be constructed in the existing Rock Creek channel at Southern Pacific Transportation Company right-of-way, at the trestle crossing of Rock Creek.

On March 26, 1980, we met with Mr. W. J. Harding of your office to discuss Southern Pacific Transportation Company's policy on utility crossings in addition to various design considerations relevant the subject crossing. In accordance with that meeting, this office commenced an extensive investigation for selection of the best crossing location. Our study included a topographic survey of the entire trestle area, site inspections by our engineering design staff, and site inspections and subsurface explorations by our soils engineering consultant,

Foundation Sciences Inc., of Portland, Oregon. Our goal has been to design the most practical location, using the most cost effective method of construction while recognizing Southern Pacific Transportation Company's concerns relevant protection of the structural integrity of the trestle.

With concurrence of our soils consultant engineer, we have designed the sewer to cross the trestle directly between Bents No. 22 and 23, at the center line of the existing Rock Creek channel. This crossing is at approximate Mile Post 758.45, of the Newberg Branch. We believe this location to be the most practical point of crossing from both an engineering and construction standpoint for the following reasons:

- The sewer is located totally within an existing drainage right-of-way (Rock Creek) for the total length of crossing. In the event that future improvements are made to the trestle, the sewer location will not interfere with new pilings, or footings.
- The shallow trench depth for sewer construction will allow excavation, pipe installation and backfill to be accomplished with very light machinery in a safe and expeditious manner in close proximity to trestle bents. Thus, disturbance of the creek bank will be minimal, and safeguards will be easily accomplished to eliminate any possibility of affecting the structural integrity of the trestle or its foundation.
- Hydraulically, this crossing is the most efficient and direct route for sewer construction.
- Due to extremely stringent minimum slope requirements of this trunk sewer, there would be substantial service problems caused by hydraulic loss which would be incurred by alternate crossing locations.

At this time we are submitting the following final design construction documents for Southern Pacific Company's review and approval:

1. Application for pipe crossing, Southern Pacific Transportation Company Form CE 35569.
2. Two (2) blue-line prints each of sheets 1 and 15, Rock Creek Local Improvement District Sanitary Sewer Construction Plans.
3. Two (2) sets, Section VII of the Special Specifications, contract documents for construction of Sanitary Sewer Improvements, Rock Creek Local Improvement District.

The following is a brief summary on our construction specifications relevant the method of construction at the trestle crossing:

Prior to any work commencing within the creek channel, the stream will be diverted by means of temporary above ground piping and pumping facilities.

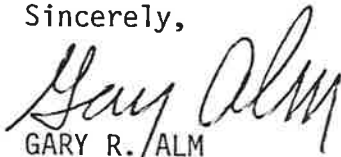
Diversion will be continuous until the crossing is completed and the channel is restored. Excavation, sheeting and bracing of the trench will progress simultaneously in a manner wherein that not more than three (3) linear feet of trench is excavated beyond the sheeting and bracing operation. Sheeting and bracing will be continuous for all trench within railroad right-of-way. The trench will be excavated to a maximum width of thirty six (36) inches, at a maximum depth of approximately five (5) feet below creek bottom. Sewer pipe will be 18 inch reinforced concrete pipe conforming to ASTM specification C-76, CLASS II. The pipe will be installed in 7'-8" lengths, with water-tight "o-ring" joints.

I trust the enclosed plans and accompanying data will be sufficient for your company's review. This office is available to assist you in any way possible during the course of your evaluation.

At this time, we have completed construction plans and contract documents. The project will be advertised for bids starting August 17; bid opening is scheduled for September 8; and we expect construction to begin during the third or fourth week in September.

Your courtesies in this matter are appreciated. If you have any questions or need further information relevant this request, please advise.

Sincerely,


GARY R. ALM
Design Engineer

GRA/ua

Enclosures

✓ cc: Mr. Tad Milburn, City Administrator, City of Sherwood
City Hall, Sherwood, Oregon 97140



P.O. Box 167
Sherwood, Oregon 97140
625-5522 625-5523

July 31, 1981

Dear Ms. Forman:

Enclosed you will find three sewer easement documents which must be signed and notarized to permit the implementation of the Rock Creek Sewer Local Improvement District on your property on Edy Road in Sherwood. We realize that you are selling the property on contract to Queenie Melvin, but we require that your interest be represented and attested on the document.

The project will provide sewer to the property to allow its development. The project is supported by your contract holder.

We would appreciate your earliest attention to this matter. Please return the three documents with your notarized signature to me at City Hall, P.O. Box 167, Sherwood, Ore. 97140.

Thank you,

Todd Dugdale
Planning Director



P.O. Box 167
Sherwood, Oregon 97140
625-5522 625-5523

July 31, 1981

Dear Mr. Rosenblatt:

Enclosed you will find three sewer easement documents which must be signed and notarized to permit the implementation of the Rock Creek Sewer Local Improvement District on your property on Edy Road in Sherwood. We realize that you are selling the property on contract to Queenie Melvin, but we require that your interest be represented and attested on the document.

The project will provide sewer to the property to allow its development. The project is supported by your contract holder.

We would appreciate your earliest attention to this matter. Please return the three documents with your notarized signature to me at City Hall, P.O. Box 167, Sherwood, Ore. 97140.

Thank you,

Todd Dugdale
Planning Director



P.O. Box 167
Sherwood, Oregon 97140
625-5522 625-5523

July 31, 1981

Roscoe Nelson
2600 SW Georgian Place
Portland, Ore. 97201

Dear Roscoe

As per our phone conversation of last Friday, I have enclosed easement documents for you and your wife's notarized signatures. Also included are separate documents for other fee owners. Please forward these to them. I have provided envelopes and an explanatory note.

We require three notarized originals. The notarized documents may be returned to me at: City Hall, P.O. Box 167, Sherwood, 97140

Thank you,

A handwritten signature in cursive script that reads "Todd Dugdale".

Todd Dugdale,
Planning Director

GARY M. BUFORD & ASSOCIATES, INC.

415 N. STATE STREET • P.O. BOX 1531 • LAKE OSWEGO, OREGON 97034 • PHONE (503) 635-3511

• consulting engineers
• land surveyors

July 15, 1981

Rec. No. L506.33

Mr. Tad L. Milburn
City Administrator
90 N.W. Park Street
Sherwood, Oregon 97140

RE: Sanitary Sewer Easements
Rock Creek L.I.D.
Sherwood, Oregon

Dear Mr. Milburn:

With regard to the subject project, I am transmitting herewith, the following:

1. Three (3) copies each of Sanitary Sewer Easements S-001 through S-016.
2. Three (3) copies of an easement map for each easement, attached to the respective easement documents.
3. A listing of the easements transmitted, indicating the corresponding Tax Lot and Assessor Map numbers, current fee owners and contract purchasers (if any). Addresses as they have been supplied to us by Safeco Title Insurance Company are also shown.

If you desire, we can assist you in having the easements executed in so far as explaining the engineering technicalities. Easement locations and widths were selected after much consideration and consultation with contractors familiar with this type of work in order to best minimize overall project cost and to minimize adverse effects to the respective land owners and environment.

We have attempted to obtain the very latest and updated information from the County Recorder's office with regard the affected property owners. However, due to a problem with the County computers, that information has been delayed. If there is any change to the listing on the enclosed sheet, we shall so advise at the earliest possible date.

If you have any questions, please call.

Sincerely,



MICHAEL W. FAIN, P.E., P.L.S.

MWF:klg

Enclosures

cc: Derryck H. Dittman, City Attorney, Anderson, Dittman & Anderson,
Attorneys at Law 8865 S.W. Center Street, Tigard, OR 97223

GARY M. BUFORD & ASSOCIATES, INC.

• consulting engineers
• land surveyors

415 N. STATE STREET • P.O. BOX 1531 • LAKE OSWEGO, OREGON 97034 • PHONE (503) 635-3511

July 10, 1981

Rec. No. L506.604

JUL 16 1981

Mr. Wes King
Wes King Construction Co.
14774 S.E. Brower Road
Clackamas, OR 97015

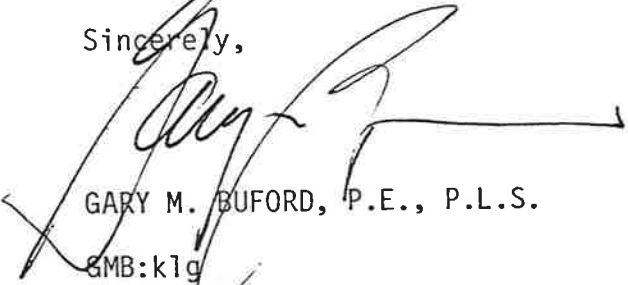
RE: Days Excluded/Liquidated Damages
Waterline Improvements Construction
Rock Creek Water & Sewer Local Improvement District
Sherwood, Washington County, Oregon

Dear Mr. King:

This will confirm our conversation of May 28, 1981 relevant Section E8. Liquidated Damages., on Page 13 of the General Conditions for this contract. Section E8 provides that Sundays and holidays will be excluded from days on which liquidated damages are accrued, but does not exclude Saturdays. We also acknowledge that your company had intended to work on Saturdays. Thus, on the basis that the City of Sherwood would prefer no waterline construction to be accomplished on Saturdays, we hereby modify Section E8 to include Saturdays as days excluded relevant liquidated damages; and, we also hereby exclude Saturdays in computation of completion date. This will extend the completion date for this contract accordingly, less May 23rd on which waterline construction was accomplished as a normal work day.

I believe this will accurately confirm our conversation and agreement of May 28, 1981. If you have any questions, please let me know.

Sincerely,



GARY M. BUFORD, P.E., P.L.S.

GMB:k1g

cc: ✓ Tad L. Milburn, City Administrator, City of Sherwood,
City Hall, Sherwood, Oregon 97140

GARY M. BUFORD & ASSOCIATES, INC.

415 N. STATE STREET • P.O. BOX 1531 • LAKE OSWEGO, OREGON 97034 • PHONE (503) 635-3511

1981
• consulting engineers
• land surveyors

July 1, 1981

Rec. No. L-506.33

Derryck H. Dittman, Esq.
Anderson, Dittman & Anderson
8865 S.W. Center Street
Tigard, OR 97223

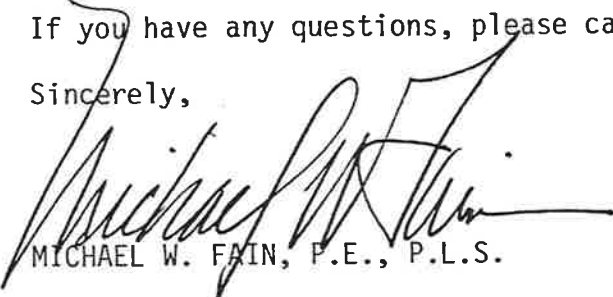
Re: Sewer Easement Format
Rock Creek Sewer L.I.D.
Sherwood, Oregon

Dear Mr. Dittman:

Pursuant to our discussion on June 29, 1981 we have corrected the easement form to be used on the Rock Creek Sewer L.I.D.. Enclosed for your records is a corrected copy.

If you have any questions, please call.

Sincerely,



MICHAEL W. FAIN, P.E., P.L.S.

MWF:klg

Enclosure

cc: ✓ Mr. Tad Milburn, City Administrator
City of Sherwood, City Hall
Sherwood, Oregon 97140

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That

hereinafter termed "Grantors", for and in consideration of the sum of _____ DOLLARS, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southeast one-quarter of Section 20, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at a point on the north line of Parcel I of that tract of land described in deed to John and Gladys Cereghino, recorded on January 6, 1967, in Book 627, Page 451, Washington County Deed Records, said Point of Beginning being 210 feet westerly of the east line of said Section 20; thence parallel with said section line, South 0°20'36" West, 154.33 feet to the south line of Parcel II of said Cereghino Tract and the terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT

A strip of land 50 feet in width, 25 feet each side of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee acceptance of completed sewer in adjacent permanent easements.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such a manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth, and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

TO HAVE AND TO HOLD the above described and granted premises unto the Grantee and its assigns forever.

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ date of _____, 1981.

STATE OF OREGON)
) ss.
County of Washington)

_____, 1981

Personally appeared the above named _____
who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____

INCITY ONLY

WATER DISTRICT
~~ONE~~

FINAL WATER LINE PROPERTY ASSESSMENT ROLL
ROCK CREEK WATER AND SEWER LOCAL IMPROVEMENT DISTRICT

Tax Map/ Tax Lot	Name and Address of Owner	Area Assessment	Frontage Assessment	Service Connections	Total Water Assessment
<u>2S1 28B</u>					
104	Sentrol, Inc. 10831 SW Cascade Ave. Portland OR 97223	48,649.34	6,730.87	0	55,380.21
300	Lloyd D. Taylor PO Box 1661 Lake Oswego OR 97034	7,770.38	2,486.18	0	10,256.56
301	Richard E. & Sheila Stone 1556 NW 143rd Portland OR 97229	1,154.30	2,122.34	396.00	3,672.64
400	Lloyd D. Taylor PO Box 1661 Lake Oswego OR 97034	5,342.18	6,245.76	0	11,587.94
401	Lloyd & Arlette Taylor PO Box 1661 Lake Oswego OR 97034	5,827.79	636.70	1,573.84	8,038.33
402	Lloyd & Arlette Taylor c/o Effie Peterson PO Box 1661 Lake Oswego OR 97034	1,970.75	5,912.25	0	7,883.00
403	Lloyd & Arlette Taylor c/o Effie Peterson PO Box 1661 Lake Oswego OR 97034	4,166.73	1,606.92	1,573.84	7,347.49
<u>2S1 28C</u>					
100	Conrad Sproul 15880 SW 79th Tigard OR 97223	985.37	6,185.12	0	7,170.49

Tax Map/ Tax Lot	Name and Address of Owner	Area Assessment	Frontage Assessment	Service Connections	Total Water Assessment
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2S1 28C (cont'd.)

101	Arlene C. Morrison c/o Lyle F. & Nedra Hathaway 11050 SW Hazelbrook Sherwood OR 97140	9,600.36	13,279.82	2,000.00	24,880.18
102	Donald E. Kettleberg 13625 SW Duvalin-Sherwood Rd. Sherwood, OR 97140 801 NW Murray Rd, Portland 97229	1,801.83	2,152.66	0	3,954.49
103	Arlene C. Morrison c/o S and T Industries PO Box 421 286 Sherwood OR 97140	2,984.28	2,319.42	0	5,303.70
200	Queenie A. Melvin 2600 SW Georgian Pl. Portland OR 97201	21,171.47	4,244.69	954.84	26,371.00
201	Brune Investment Co. 12100 SW North Dakota Warren, OR 97146 13985 SW Duvalin-Sherwood Rd, Sherwood	9,656.67	3,744.42	981.58	14,382.67
202	Howard E. Brune 122 Condolea Dr. Lake Oswego OR 97034	1,942.60	0	0	1,942.60
300	Larry Wellons & Hank Schutte PO Box 381 Sherwood OR 97140	2,618.28	2,652.93	0	5,271.21
301	Larry Wellons & Assoc. PO Box 381 Sherwood OR 97140	3,434.73	3,198.68	954.84	7,588.25
302	Larry Wellons & Hank Schutte c/o Wilbur T. West 13575 SW Peters Rd. Lake Oswego OR 97034	2,477.51	5,578.74	171.88	8,228.13

Tax Map/ Tax Lot	Name and Address of Owner	Area Assessment	Frontage Assessment	Service Connections	Total Water Assessment
<u>2S1 28C (cont'd.)</u>					
400	Frontier Leather Co. PO Box 502 Sherwood OR 97140	5,827.79	6,200.28	0	12,028.07
501	Lampley Corporation Rt. 1 Box 33M Newberg OR 97132 Douglas Cascade Corp c/o Boyle Briggs PO Box 13520 Salem, Ore 97309	25,985.73	21,466.00	0	47,451.73
<u>2S1 29D</u>					
100	Oregon-Washington Lbr. Co. 301 NW Murray Rd. Portland OR 97229	43,778.78	6,655.07	0	50,433.85
103	Schwan's Sales Enterprises 113 W. College Dr. Marshall MN 56258	1,238.76	1,546.28	298.38	3,083.42
600	Frontier Leather Co. PO Box 502 Sherwood OR 97140	27,731.25	11,703.22	0	39,434.47
<u>2S1 32AA</u>					
190	John M. & Lilli J. Healy and Fonna R. Wasch PO Box 23938 Tigard OR 97223	112.61	1,425.00	0	1,537.61
200	Donald C. Cochran c/o Ralph & Louise Cardinal, Trustees 3535 SW Buddington Portland OR 97219	13,541.86	7,155.33	0	20,697.19

Tax Map/ Tax Lot	Name and Address of Owner	Area Assessment	Frontage Assessment	Service Connections	Total Water Assessment
<u>2S1 32AA (cont'd.)</u>					
1100	James M. & Nancy V. Dailey Route 3 Box 12 Sherwood OR 97140	84.46	0	0	84.46
1101	Raymond E. Leach 1500 N. Maple Canby OR 97013	6,278.24	7,003.74	0	13,281.98
1200	James M. & Nancy V. Dailey Route 3 Box 12 Sherwood OR 97140	3,885.19	3,880.86	0	7,766.05
<u>2S1 32AD</u>					
100	Sanford M. & Marilyn G. Rowe 1780 E. Willamette Sherwood OR 97140	1,407.68	1,667.56	0	3,075.24
301	Smelser, Inc. c/o Dale Construction Co. 12360 SW Main Tigard OR 97223	11,824.49	13,795.23	0	25,619.72
302	Ladd C. & Dorothy J. Arnoti PO Box 138 Cottonwood Idaho 83522	788.30	0	0	788.30
<u>2S1 32DA</u>					
200	Dale Construction Co. 12360 SW Main St. Tigard OR 97223	1,323.22	0	0	1,323.22

<u>Tax Map/ Tax Lot</u>	<u>Name and Address of Owner</u>	<u>Area Assessment</u>	<u>Frontage Assessment</u>	<u>Service Connections</u>	<u>Total Water Assessment</u>
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2S1 32DA

✓ 201	City of Sherwood 90 NW Park St. Sherwood OR 97140	1,858.13	0	0	1,858.13
300	Ladd C. & Dorothy J. Arnoti PO Box 138 Cottonwood Idaho 83522	4,307.49	0	0	4,307.49