



Resolution 2004-007

A RESOLUTION VALIDATING THE AUGUST 28, 1997 GRANTING OF A PERMANENT EASEMENT FOR A PORTION OF MURDOCK ROAD (STEARNS PROPERTY) AND DIRECTING STAFF TO FILE THE EASEMENT WITH WASHINGTON COUNTY

WHEREAS, on August 28, 1997, the City was granted a permanent road easement for a portion of Murdock Road as described in Exhibit 1 attached to this resolution; and

WHEREAS, the City staff failed to notarize and record the easement in a timely manner; and

WHEREAS, the persons granting the permanent easement, Mr. Daniel S. Stearns and Mrs. Sandra M. Stearns were located and declined to meet with staff a second time to resign the easement; and

WHEREAS, it is necessary for the City to validate the easement especially for the purposes of having the easement properly recorded at Washington County Records and with Washington County Mapping,

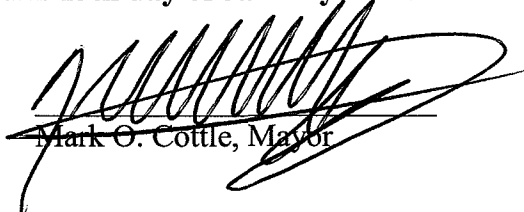
NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The Council confirms that the easement shown hereon was agreed to by both parties, the Stearns and the City of Sherwood.

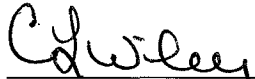
Section 2. The Council directs staff to present this resolution and its exhibit to the County to validate the action and insure that the easement is properly recorded.

Section 3: This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 13th day of January 2004.


Mark O. Cottle, Mayor

ATTEST:


C.L. Wiley, City Recorder

EASEMENT

DATED: _____

AFTER RECORDING RETURN TO:

City of Sherwood
20 N.W. Washington Street
Sherwood, Oregon 97140

Resolution 2004-007
January 13, 2004
Exhibit 1 (6 pgs)



PERMANENT ROAD EASEMENT

The undersigned Grantor(s), hereby bargain, sell, convey, and transfer unto CITY OF SHERWOOD, hereinafter called the City, the following described PERMANENT EASEMENT and rights-of-way, under, across and over the properties described as follows, to-wit:

See Attached "Exhibit A", made a part hereof.

PERMANENT EASEMENT FOR PUBLIC ROADWAY PURPOSES

Grantor(s) hereby grant to the City, a PERMANENT EASEMENT

The City, its successors, assigns and authorized agents and contractors, shall have the perpetual right to enter upon the real property described, PERMANENT EASEMENT, for the construction, maintenance and repair, with necessary access thereto, of a slope, cut or fill, occasioned by the construction, operation and maintenance of a public way and appurtenances, over and within that certain real properties described above.

The PERMANENT EASEMENT described herein grants to City and to its successors, assigns, and authorized agents or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.

It is also understood that the City shall never be required to remove the slope materials placed by it on that certain real properties described above, nor shall the City be subject to any damages to Grantor(s), their heirs and assigns, by reason thereof or by reason of any change of grade of the roadway abutting on certain real properties described above.

In consideration of the PERMANENT EASEMENT, the City agrees that of its successors or assigns should cause said road to be vacated, the rights of the public in the above described easement will be forfeited and shall immediately revert to the Grantor(s), their heirs and assigns in the case of any such event.

It is understood that the PERMANENT EASEMENT herein granted does not convey any right or interest in certain real properties described above, which includes the surface soil, except as expressly stated herein, nor prevent Grantor(s) from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted from all lawful claims whatsoever, except as stated herein.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

The Grantor(s) do hereby covenant with the City that they are lawfully seized and possessed of the real property herein described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands and seals this 28 day of August, 1997.

David L. Thomas Sandra M. Stearns

STATE OF OREGON)
 :
County of Washington)

This instrument was acknowledged before me on _____, 19____,
by _____.

STATE OF OREGON)
 :
County of Washington)

This instrument was acknowledged before me on _____, 19____,
by _____.

I, _____, or designated Department of Public Works Employee of City of Sherwood do hereby accept on behalf of the City, the above instrument pursuant to the terms thereof this _____ day of _____, 1997.

City of Sherwood

After recording return to:
City of Sherwood
20 Washington St.
Sherwood, OR. 97140

PERMIT OF ENTRY AND AGREEMENT

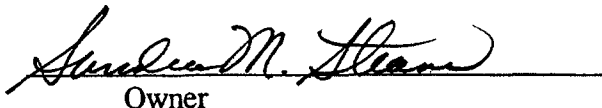
The City of Sherwood (hereinafter called "CITY") is in the process of acquiring an easement for Murdock Road Project and related utility improvements (hereinafter called "PROJECT"). David Stearns and Sandra Stearns hereinafter called "OWNER") own(s) real property required for the completion of the PROJECT and being that property located at: 23000 SW Murdock Road Sherwood, Oregon. A legal description of the required real property easement(s) is marked Exhibit A, attached hereto and incorporated by reference as though fully set forth herein. A map of the above legal description is also set forth in Exhibit A and incorporated by reference herein.

CITY AND OWNER have agreed to negotiate a fair and equitable price for the property interest described above and any construction easements necessary for the completion of this PROJECT. CITY and OWNER agree to other pertinent considerations as follows:

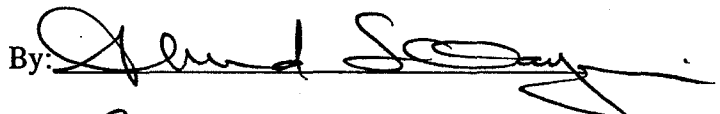
1. CITY may enter upon said property for the purpose of constructing, maintaining, repairing and completing the PROJECT in a timely manner. This Permit of Entry and Agreement is not intended to prevent lawful use of the PROJECT by the public, including OWNER, for its intended purposes upon completion of construction.
2. CITY and OWNER to continue to negotiate in good faith to reach an equitable and fair price for said property interest. CITY will pay to OWNER the agreed upon amount, upon receipt of signed agreements.
3. CITY agrees to blend existing driveways or road approaches to match new roadway grade as necessary.
4. The OWNER hereby designates the CITY as their agent, for the purpose of filing and processing all land use applications necessary to undertake the PROJECT specified in this Permit of Entry and Agreement.
5. CITY shall prepare, for the OWNER'S signature a permanent easement agreement for the property described above.
6. CITY will indemnify and hold harmless the OWNER, the owner's successor's and/or assigns from claims for injury to person or property as a result of the negligence of the City, its agents or employees in the construction, operation, or maintenance of the project.
7. In the event the CITY and OWNER do not reach an agreement as to an equitable and fair acquisition price by _____, 1996, then CITY agrees to immediately commence condemnation proceedings unless otherwise agreed to by the parties.

DATED this 28 day of AUGUST, 1997.


Owner


Owner

CITY OF SHERWOOD

By: 

Title: CITY ENG.



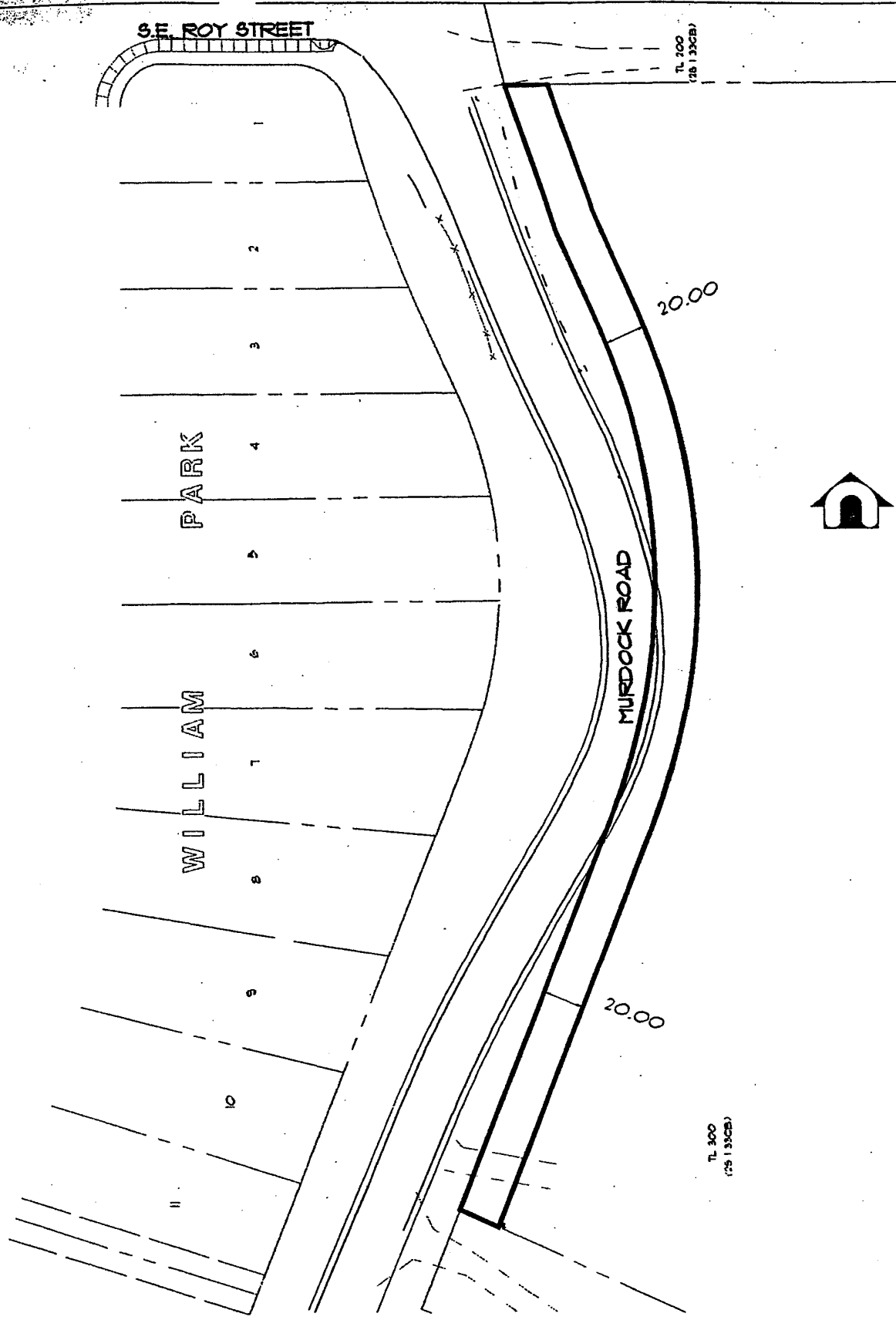
SHWX0052
P.G.L.
8-27-96

**LEGAL DESCRIPTION FOR
ROADWAY EASEMENT**

A portion of that tract of land situated in the southwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon, described in deed to David and Sandra Stearns, recorded as Document No. 87028888 of Washington County Deed Records, said portion being more particularly described as follows:

The west 20 feet of Parcel 1, when measured at right angles to the easterly right-of-way line of Murdock Road.

Said portion containing 11362 square feet, or 0.261 acres, more or less.



PROJECT

MURDOCK ROAD

SHEET

TITLE

ROADWAY EASEMENT

1

FILE SHWX0052

DRAWN BY PGL

DESIGN BY PGL

SCALE 1" = 70'

DATE 8-27-96