

SEWER EASEMENT ST-1

KNOW ALL MEN BY THESE PRESENTS, THAT City of Sherwood

City Hall, Sherwood, Oregon 97140

a corporation duly organized and incorporated under the laws of the State of Oregon in consideration of the sum of One Hundred Seventy & no/100----- dollars and other good and valuable consideration to them paid by the Unified Sewerage Agency of Washington County, a municipal corporation and county service district of the State of Oregon, hereinafter referred to as Agency, the receipt whereof is hereby acknowledged, does hereby grant unto the Agency, its successors and assigns, the right to lay down, construct and perpetually maintain an underground sewer through, under and along the

following described PERMANENT EASEMENT:

A portion of that tract of land in Section 32, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, conveyed to City of Sherwood as described and recorded in Book 346, Page 19, Deed Records of said Washington County, more particularly described as follows:

A strip of land 20 feet wide, 10 feet either side of the following described centerline, to-wit:

Beginning at the intersection of the south right-of-way of S.W. Washington Street and the west line of Section 32, T2S, R1W, W.M.; thence S 81° 59' 06" E 91.79 feet to a point of curvature of a 230-foot radius curve to the left; thence S 88° 47' 23" E 75.14 feet along a chord to the true point of beginning of the following described centerline, to-wit: thence S 28° 47' 29" E 41.53 feet to a point; thence N 75° 13' 00" E 355.00 feet parallel to the centerline of said Washington Street to a point; thence N 36° 04' 02" E 32.78 feet to a point on the south line of said Washington Street which is N 89° 57' 51" E 86.58 feet from a point of curvature of a 170-foot radius curve.

Should it be necessary to cut and remove any brush, trees, or other matter or materials from the easement area said brush, trees, or other matter and materials shall be removed and disposed of by the Unified Sewerage Agency and the Unified Sewerage Agency shall leave the easement area in a neat and workmanlike condition. The Unified Sewerage Agency agrees that in connection with its use of the perpetual easement area and in inspecting, repairing, maintaining or replacing said sewer line, the Unified Sewerage Agency will leave the premises in a neat and workmanlike condition and as nearly in the pre-existing state as practicable.

As an incident to the use and enjoyment of the above described PERMANENT EASEMENT, and as a part of the consideration for payment of the above stated sum, the AGENCY, its successors and assigns, is hereby granted a TEMPORARY EASEMENT, identical in centerline location to the above described PERMANENT EASEMENT, being 50 feet wide, 25 feet on either side of the said centerline, said TEMPORARY EASEMENT to be automatically extinguished on completion of laying down and construction of a sewer through, under and along the above described PERMANENT EASEMENT.

UNIFIED SEWERAGE AGENCY
OF
WASHINGTON COUNTY

150 North First Avenue
Hillsboro, Oregon 97123

(503) 648-8621

DANIEL O. POTTER
General Manager

BOARD OF DIRECTORS
JOHN C. ANICKER, Chairman
LYELL GARDNER
ELDON HOUT
WILLIAM MASTERS
BURTON C. WILSON, JR.

TO WHOM IT MAY CONCERN

The Unified Sewerage Agency includes the following conditions regarding easements in all contract documents. When a contractor signs these documents, he agrees to adhere to all conditions set forth in these specifications.

1. The contractor shall confine his operation to the designated areas and observe all restrictions.
2. The contractor will make any necessary preliminary explorations to determine the location of any obstructions which may interfere with the construction of the sewer line.
3. No private road or driveway may be closed without the approval of the Agency unless written authority has been given by the owner whose property has been affected. Driveways shall be left open and ready for use at the end of the working day.

All expense involved in providing for construction, maintenance and use of private roads or driveways shall be borne by the contractor.

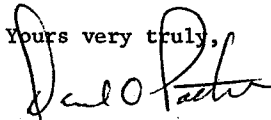
4. The contractor shall do all clearing and grubbing necessary in the construction of sewers and the cost thereof shall be absorbed by him.
5. In any portion of the line crossing private property or landscaped areas, the contractor shall excavate the top soil separately and pile it on the opposite side of the trench from the subsoil, and conduct his work in a manner that will replace original conditions as near as practicable. The contractor shall remove and replace any trees, shrubs, plants or sod that cannot be preserved. All shrubs or plants shall be balled by experienced men, carefully handled, kept watered, and replaced in their original position without damage. Sod shall be handled in a similar manner. Wherever it cannot be saved and restored, the ground must be reseeded and cared for until a stand of grass is reestablished all at the expense of the contractor. Plants or shrubs killed or destroyed must be paid for by the contractor. It is the intent of this paragraph.

that the contractor shall leave the surface and planting in substantially the same condition as before the work is undertaken.

6. A substantial portion of sewer construction is across farm and pasture land on which livestock may be grazing. The contractor shall erect fencing along any open trenches to prevent livestock from getting into the trench. Whenever it becomes necessary to cross an existing fence line, the contractor shall erect a temporary fence around the construction work before removing the existing fence so that livestock cannot escape. As soon as construction has been completed in that area, the contractor shall restore the permanent fence in at least as good condition as it was prior to removal. The contractor shall conduct his operation and erection of fences and barricades so that livestock are not prevented access to the water courses they normally use for drinking.
7. During the time that the work is in progress, the contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, broken pipe, excess fill material, cribbing etc. shall be removed as soon as practicable. Should the work not be maintained in a satisfactory condition, the Agency may cause the work to stop until the cleanup portion of the work has been done to the satisfaction of the owner and/or the Agency.

The work will not be considered completed or final payment certificate issued until all rubbish, unused material or equipment shall have been removed and the premises left in a condition satisfactory to the owner and to the Agency.

Yours very truly,



DANIEL O. POTTER, General Manager

DOP:MM:vr

It is understood and agreed that no structure shall be erected upon said easement by the grantors without the written consent of the Board of County Commissioners of Washington County, as the governing body of the Agency.

This instrument does not grant or convey to the Agency any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, inspecting, restoring and replacing the sewer line.

IN WITNESS WHEREOF, the grantors City of Sherwood

pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Jack O. Harper Mayor ~~President~~ and Marjorie Stewart Secretary, and its corporate seal Recorder to be hereunto affixed this 14th day of March A.D., 1973.

APPROVED

GENERAL MANAGER, UNIFIED SEWERAGE

Agency of Washington County.

By Daniel O. Potter, General Manager
Unified Sewerage Agency

Jack O. Harper (SEAL)

APPROVED AS TO FORM

_____ (SEAL)

WASHINGTON COUNTY COUNSEL

By _____

STATE OF OREGON)
) ss
County of Washington)

On this 22nd day of March A.D., 1973, before me appeared Jack O. Harper and Marjorie Stewart

_____, both to me personally known, who being Mayor
duly sworn, did say that he, the said Jack O. Harper is the ~~President~~,
Mayor

and he, the said Marjorie Stewart is the ~~Secretary~~ of the within
Recorder

named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Jack O. Harper

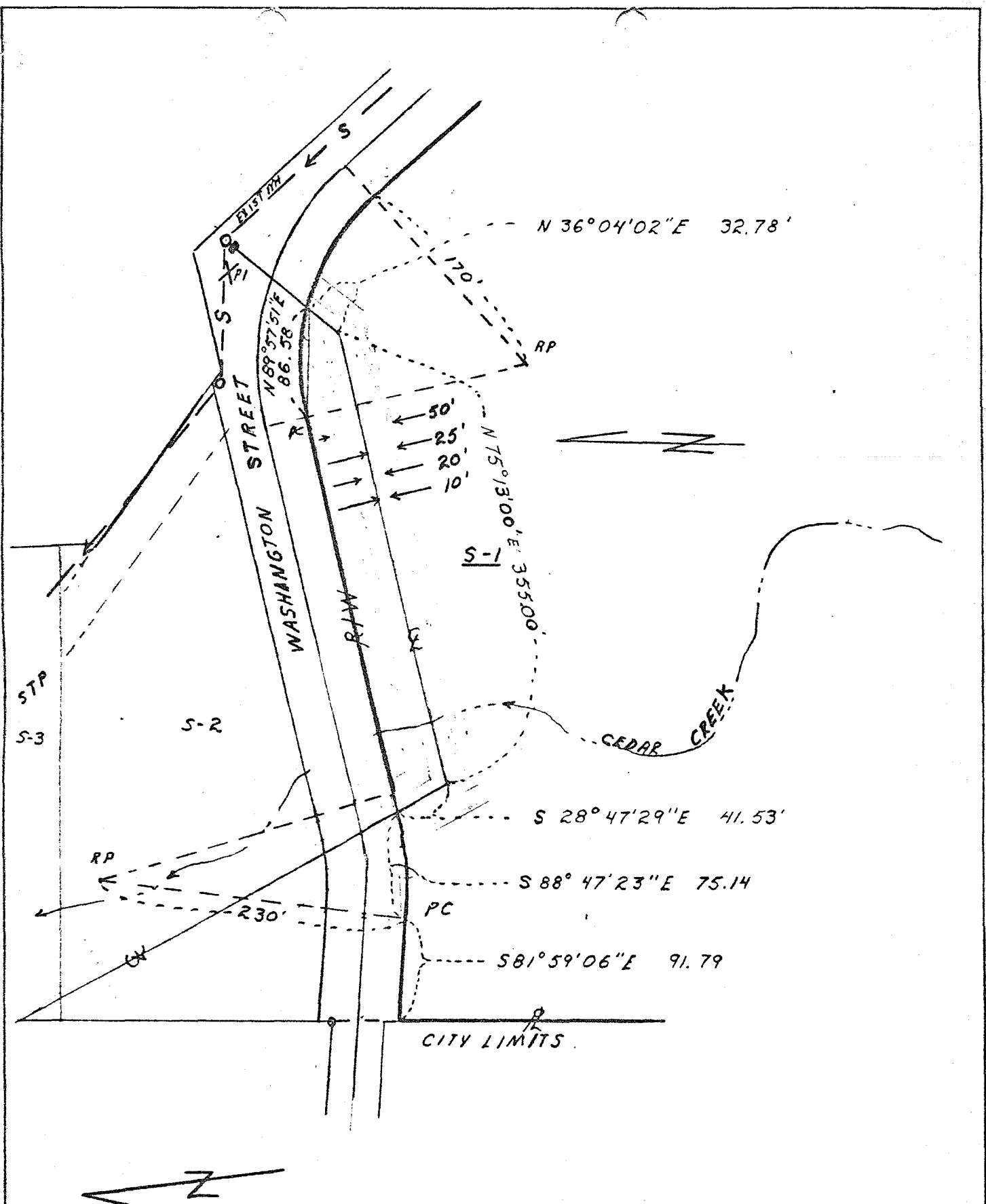
_____ and Marjorie Stewart

_____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year first in this, my certificate, written.

Edna S. Paw
Notary Public for Oregon

My Commission expires 1-20-77



ROBERT E. MEYER
ENGINEERS INCORPORATED
 BEAVERTON, OREGON

DESIGNED BY CRC DATE 5-11-72
 SCALE 1" = 100' FILE 812-04 S-1