

ORIGINAL

78 29123

8/17/77

Highway Division
File 49694

PERMANENT SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That STANLEY J. HEATER, Grantor, does hereby grant to the CITY OF SHERWOOD, a municipal corporation of the State of Oregon, Grantee, a perpetual easement to construct, maintain, repair, and have free access to all slopes of cuts or fills occasioned by or resulting from the construction, operation or maintenance of a public street and appurtenances, upon the following described property, to wit:

A parcel of land lying in the NW $\frac{1}{4}$ of Section 32, Township 2 South, Range 1 West, W.M., Washington County, Oregon and being a portion of that property described in that deed to Stanley J. Heater, recorded in Book 335, Page 273 of Deed Records of Washington County; the said parcel being that portion of said property lying Southerly of a line at right angles to the center line of relocated North Sherwood Boulevard at Engineer's Station 17+50 and included in a strip of land 40 feet in width, lying on the Westerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station 14+00, said station being 522.52 feet South and 1031.19 feet East of the Northwest corner of said Section 32; thence North 8° 10' 45" West 316.84 feet; thence on a 572.96 foot radius curve left (the long chord of which bears North 26° 17' 15" West) 362.17 feet to Engineer's center line Station 20+79.01.

The parcel of land to which this description applies contains 0.05 acre, more or less, outside of the existing right of way.

IT IS UNDERSTOOD that this easement only conveys the rights expressly stated herein and that Grantor shall be allowed to use the above described property, provided, that Grantor's use does not interfere with the widening and improvement of relocated N. Sherwood Boulevard or damage or destroy lateral support to said street. It is further understood that Grantee shall never be required to remove the dirt or other materials used for the construction of said slopes nor shall Grantee be subject to any damages to Grantor, its successors and assigns, by reason thereof, or by reason of the slopes constructed thereon, or by reason of change of grade of public streets abutting Grantor's property.

And Grantor does hereby covenant to and with Grantee, that he is the owner in fee simple of said property which is free from all encumbrances, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

No monetary consideration is being received by Grantor for this easement.

Dated this 10th day of November, 1977.

Stanley Heater

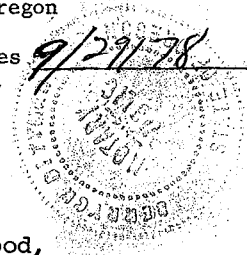
STATE OF OREGON, County of Washington

Nov. 10, 1977. Personally appeared the above named Stanley J.

Heater, who acknowledged the foregoing instrument to be his voluntary act. Before me:

[Signature]
Notary Public for Oregon

My Commission expires 9/29/78



Approved by the Planning Commission of the City of Sherwood, Oregon, this 21 day of MARCH, 1978.

Brian A. Zepke
Planning Commission Chairman

dk/cyb

STATE OF OREGON }
County of Washington } SS *[Signature]*

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. _____ of said County

Witness my hand and seal affixed
ROGER THOMSEN, Director of Records & Elections

78 29123

[Signature]
Deputy

JUN 28 2 03 PM '78

INDEXED

600/
return to:
City of Sherwood