

ORIGINAL

8/17/77

78 29128

Highway Division
File 49760

PERMANENT SLOPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That SHERWOOD PLAZA, INC., an Oregon corporation, 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 SE $\frac{1}{4}$ of Section 30, Township 2 South, Range 1 West, W.M., Washington County, Oregon and being a portion of that property designated as Parcel 4 and described in that deed to Sherwood Plaza, Inc., recorded in Book 1112, Page 900 of Washington County Book of Records; the said parcel being that portion of said property included in a strip of land 38 feet in width, lying on the Westerly side of the center line of N. Sherwood Boulevard as said boulevard has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 35+00, said station being 1434.72 feet South and 5.37 feet East of the East quarter corner of said Section 30; thence North 0° 12' 52" West 1,000 feet to Engineer's center line Station 45+00.

The parcel of land to which this description applies contains 0.08 acre, more or less.

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 it 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 15th day of October, 1977.

SHERWOOD PLAZA, INC., an Oregon corporation

By

Louis Zemel
President

By

Stan Adams
Secretary

STATE OF OREGON, County of Multnomah
October 12, 1977. Personally appeared Louis Zimel
and Ston Adkins, who, being sworn, stated that they are the
President and Secretary of grantor corporation and that this instrument was volun-
tarily signed in behalf of the corporation by authority of its Board of Directors.

Before me:



Robert E. Zimmer
Notary Public for Oregon
My Commission expires 4-25-80

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

Brian A. Yeh
Planning Commission, Chairman

8/1
6/8/78

dk/cyb

STATE OF OREGON } deed
County of Washington } SS

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

INDEXED
78 29128
JUN 28 2 03 PM '78

Deputy fe

6/00

return to:
City of Sherwood

2