

KNOW ALL MEN BY THESE PRESENTS, that WELLONS, INC., an Oregon corporation, hereinafter termed grantor, in consideration of the benefits to accrue to grantor from grant herein set forth, do hereby give, grant, dedicate and convey to the City of Sherwood and its assigns, a perpetual right-of-way and easement for street and utility purposes on, over, across, under and within the following described parcel of real property situated in Washington County, Oregon:

The North 25 feet of the following described real property:

Beginning at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 28, Township 2, South Range 1 West of the Willamette Meridian, Washington County, Oregon, and running thence South 50.0 rods to the Northwesterly line of the Southern Pacific Company's right-of-way; thence Northeasterly along said Northwesterly line 20.6 rods in Northwesterly direction parallel to Southern Pacific right-of-way; thence in a Northern direction 36.5 rods to intersect with North line of said Northwest quarter of Southwest quarter; and thence West 15.1 rods to the place of beginning.

This conveyance is made and accepted on the express condition that if grantor's remainder lands at any further time are assessed for street improvements with the easement area, the grantor, its successors and assigns, shall be entitled to credit by way of set-off for the then fair market value of the rights conveyed in spreading the assessment against the remainder of land of grantor; provided that the then fair market value ^{AS DETERMINED BY CITY} of the rights ^{HAS} hereby conveyed shall be included in that portion of the cost of improvement project at that time assessed against the properties benefited by the improvement.

Grantor covenants with grantee, that it is the owner in fee simple of said property which is free of all encumbrances and will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

Grantor shall have the use of the real property until the property is used by the City of Sherwood, and grantor shall continue to have the right to use that portion of the real property which the City of Sherwood uses for utility purposes, provided that grantor does not interfere with such use by the City of Sherwood.

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

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

DATED this 4th day of April, 1979.

WELLONS, INC.

By Henry W. Schuette
PRESIDENT

STATE OF OREGON)
) ss.
County of Washington)

4th day of April, 1979

Personally appeared Henry W. Schuette, President of Wellons, Inc., an Oregon corporation, who acknowledged the foregoing instrument to be his voluntary act done on behalf and with the authority of the Board of Directors of Wellons, Inc. Before me:



Debra J. McCalm
Notary Public for Oregon
My commission expires: 11-25-80

Approved by the Planning Commission of the City of
Sherwood, Oregon. This 11th day of April, 1979

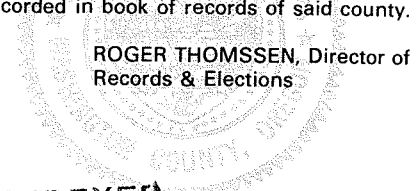
By: *Yad V. Malheur*
City Administrator

*900 ca-c
Ret: City of Sherwood
P.O. Box 167
Sherwood 97140*

3

STATE OF OREGON }
County of Washington } SS *Deed*

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 of said county.



ROGER THOMSSSEN, Director of Records & Elections

INDEXED

APR 17 10 00 AM '79

ANDERSON, DITTMAN & ANDERSON
ATTORNEYS AT LAW
TIGARD PROFESSIONAL CENTER
8865 S. W. CENTER STREET
P. O. BOX 23006, TIGARD, OREGON 97223
639-1121

FRED. A. ANDERSON
DERRYCK H. DITTMAN
ROGER F. ANDERSON

April 10, 1979

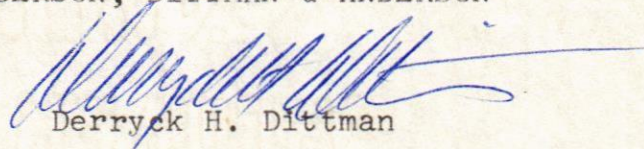
Tad Milburn
City of Sherwood
Sherwood, Oregon 97140

Dear Tad,

Enclosed herewith please find an easement signed by Wellons which someone from the City brought down for me to review. The easement is satisfactory, however I note in copying one of my former forms some of the language was left off. I would prefer that this language be in although it probably is not critical to this particular easement. It could, however, create a problem at some later time if there should be a dispute over the value of the easement rights conveyed.

Very truly yours,

ANDERSON, DITTMAN & ANDERSON


Derryck H. Dittman

DHD:jp
Enclosure