

PROJECT: ROCK CREEK LID
 PARCEL NO.: Tax Lot 1401
 Assessor Map 2S 1 20

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That DONALD EDWARD BISCHOF and KAREN MARGARET BISCHOF, Fee Owners, and DENNIS REESE AND SUSAN REESE, Contract Purchasers, hereinafter termed "Grantors", for and in consideration of the sum of 2500⁰⁰ * Dollars, and the benefits accruing to Grantors herefrom do hereby grant, bargain, sell and convey to the CITY OF SHERWOOD, OREGON, a municipal corporation duly organized and existing under the laws of the State of Oregon, hereinafter termed "Grantee", the following described interest in real property in the County of Washington, State of Oregon:

PERMANENT EASEMENT (See also easement map labeled EXHIBIT A attached hereto)

A perpetual right-of-way and easement for underground sewer line purposes, on, over, across, under, along, within, and through the lands of Grantors, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors, and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain a sewer line. Said right-of-way and easement for sewer line purposes is described as follows:

A strip of land 20 feet in width situated in the southeast one-quarter of Section 20, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at a point on the south line of TRACT I as described in that certain real estate contract between Robert E. Kremer and Roxanna S. Kremer, Sellers, and Donald Edward Bischof and Karen Margaret Bischof, Buyers, said contract recorded April 25, 1973 in Book 921, page 346, Washington County Deed Records, said point of beginning being 210 feet westerly of the east line of said Section 20; thence parallel with said section line, North 0°20'36" East, 1608.13 feet; thence North 8°43'39" East, 81.81 feet to the north line of said TRACT I and the terminus of said easement centerline, together with a temporary easement for construction purposes described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet in width, 25 feet easterly and 75 feet westerly of the above-described centerline.

Said temporary easement is automatically extinguished following Grantee's acceptance of completed sewer in adjacent permanent easements or April 15, 1983, whichever first occurs.

The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line at Grantee's expense in such manner and to such an extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantors for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantors from any liability for damages whatsoever arising in connection with the Grantees' activities on said property.

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The Grantors hereby represent that they have no knowledge of any charges or claims superior to the sewer easement estate conveyed herein.

It is a condition to the granting of the temporary construction easement herein described that construction activity within the easement area shall not commence prior to harvest of grantors' 1981 crop, if any, now growing within the easement area, and further that no construction shall be carried on within the easement area between May 1, 1982, and the time the grantors' 1982 crop is harvested in the fall of 1982. The Grantee and its contractor, in the event that construction has not been completed prior to April 15, 1982, shall cease operations until after harvest of the 1982 crop, shall restore the premises to farmable condition by April 15, 1982, and shall leave the easement area in farmable condition during said crop period.

Grantee further covenants that all grantors' existing drain tiles and pipes from the west boundary of the temporary easement area to Rock Creek shall be replaced with new PVC drain pipe to proper depth and grade upon completion of installation of the sanitary sewer lines, prior to acceptance of the contractor's work.

Grantor has the right to claim further compensation for losses and damages caused by the Grantee, its agents, employees, contractors, or others claiming by or through it, which arise as a result of the following:

- (a) Reduction in crop yields due to construction, operation, and maintenance activities.
- (b) Damage to drain tiles and drainage systems.
- (c) Crop losses and reduction in land values due to impairment of drainage systems and/or reduction in productivity of the soil.
- (d) Damage to fences or boundary markers.
- (e) All increased operating expenses and all other expenses reasonably incurred by Grantors as a result of the construction, operation, or maintenance activities.

Grantee acknowledges that the compensation paid for the grant of this easement does not include payment for damages hereafter arising, if any, listed and described hereinabove.

Grantee represents and warrants that the construction activities will conform and comply with the standards and specifications as stated in the contract documents for the construction of sanitary sewer improvements, Rock Creek Water and Sewer Local Improvement District for the City of Sherwood, dated July, 1981, and addendums issued thereto since said date.

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

IN WITNESS WHEREOF, the Grantors have affixed their signatures this ____ day of October, 1981.

* perm. easement 1950⁰⁰
Temp. easement 550⁰⁰

Donald Edward Bischof
Donald Edward Bischof

Dennis Reese
Dennis Reese

Karen Margaret Bischof
Karen Margaret Bischof

Susan Reese
Susan Reese

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STATE OF OREGON

County of Washington } ss.

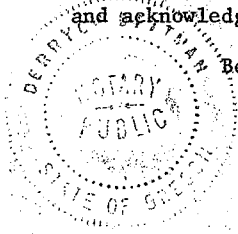
Oct 16, 1981. Personally appeared the above named

Alan - Dennis Reese + Susan Reese

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ally Hill
Notary Public for Oregon
My commission expires: 9/29/82



STATE OF OREGON

County of Washington } ss.

_____, 1981. Personally appeared the above named

Donald Edward Deschaff Karen Margaret Deschaff

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ally Hill
Notary Public for Oregon
My commission expires: 9/29/82



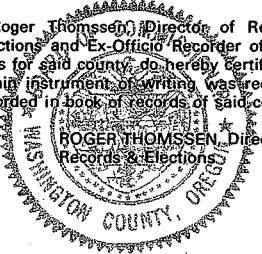
STATE OF OREGON

County of Washington

deeds
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 of said county.

ROGER THOMSEN, Director of Records & Elections



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