

PROJECT: ROCK CREEK LID
PARCEL NO.: Tax Lot 1290
Assessor Map 2S 1 20

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Tri-City Community Church, Fee Owner, and ~~Charlie Desmond, Contract Purchaser~~, hereinafter termed "Grantors", for and in consideration of the sum of 394⁰⁰ ^{paid} ~~to Charles Desmond, purchaser~~ 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 that tract of land described in that certain real estate contract, recorded December 4, 1979, as Document No. 79050794, Washington County Deed Records which point is 198.07 feet westerly of the east line of said Section 20; thence North 8°43'39" East, 134.52 feet to the southerly right-of-way line of State Highway 99W 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 acceptance of completed sewer in adjacent permanent easements.

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 a 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 Grantee's activities on said property.

The Grantors hereby warrant that they have fee simple title and estate in the above-described land, that they have a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that they will warrant and defend the easement rights herein granted from all lawful claims whatsoever.

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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 grantor's 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 grantor's 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 grantor's existing drain tiles and pipes within the temporary easement area 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.

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 28 day of September, 1981.

X Dale V. White

X Mark C. Brauk

STATE OF Washington }
County of _____ } ss.



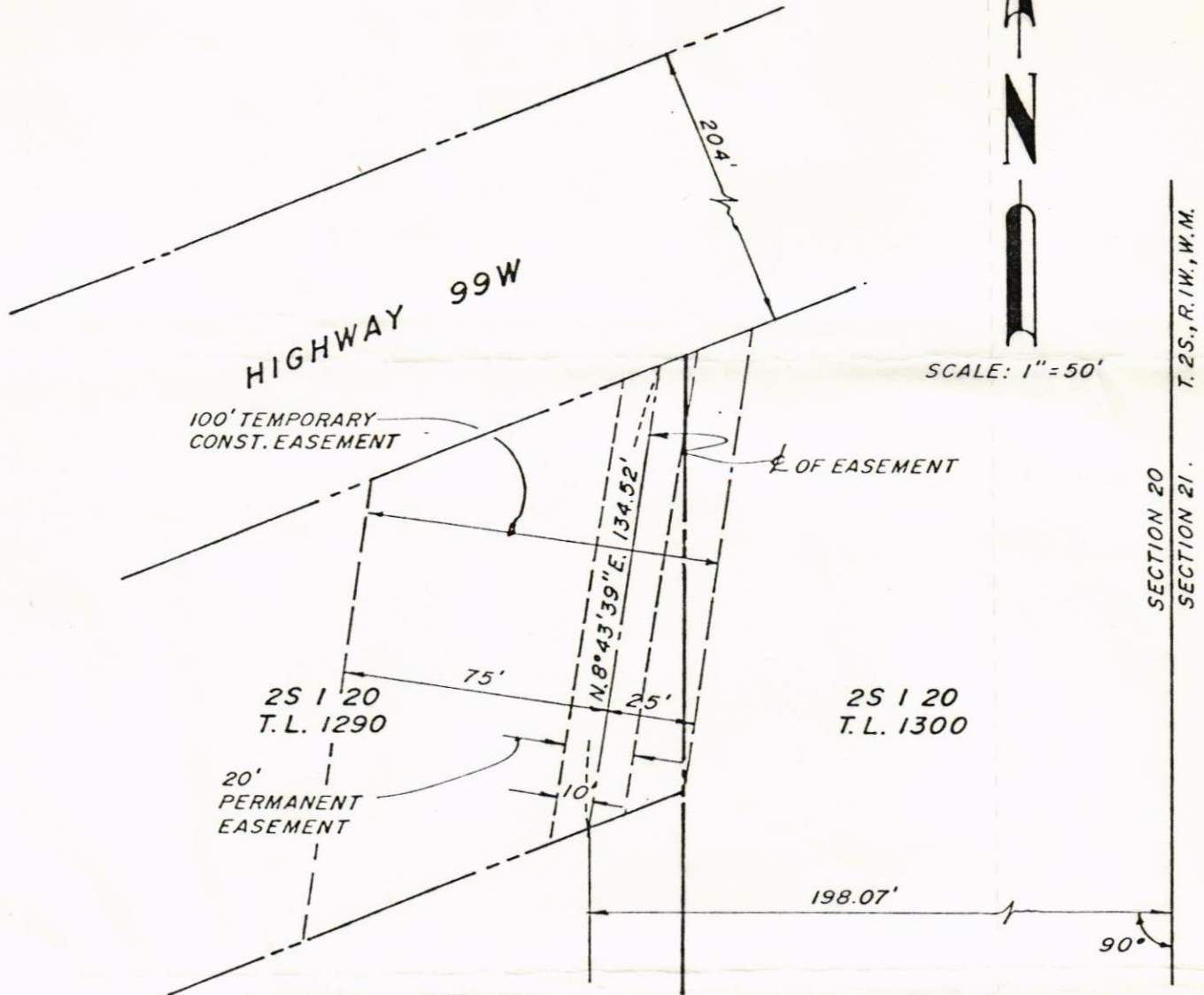
On this 28 day of September, A. D. 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Rev. Dale V. White and Mark C. Brauk to me known to be the President and Secretary, respectively, of Tri-City Community Church the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Linda L. Groen
Notary Public in and for the State of Washington
residing at 506 W. 16th
Kennewick, Wa.

(Acknowledgment by Corporation. Pioneer National Title Insurance Co. Form L 29)

99336

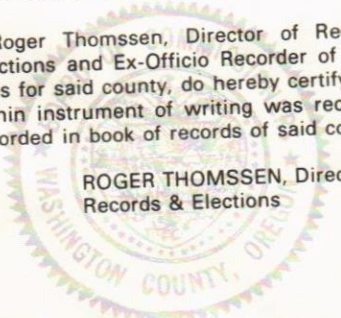


STATE OF OREGON
County of Washington

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 THOMSSEN, Director of Records & Elections



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SEWER EASEMENT NO. S-002

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REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12 1974
MICHAEL W. FAIN
1375

GARY M. BUFORD & ASSOCIATES
415 N STATE STREET P. O. BOX 1531
LAKE OSWEGO, OREGON 97034 635-3511

SEWER EASEMENT
ROCK CREEK L.T.D.
WASHINGTON COUNTY, OREGON

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140. 625-552

8/2/23

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Return to:

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 Attorneys At Law
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 Tigard, Oregon 97223

TIGARD, OREGON
 JUL 12 1923
 CITY OF TIGARD
 W. H. JENSEN
 CLERK