

SEWER EASEMENT

81036552

KNOW ALL MEN BY THESE PRESENTS, That Portland General Electric Co., hereinafter termed "Grantors", for and in consideration of the sum of (\$10.00) TEN 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 purposed is described as follows:

A strip of land 20 feet in width situated in the northeast one-quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being 10 feet each side of the following described centerline:

Beginning at the northeast corner of said Section 29; thence along the north line of said Section 29, South 89°50'21" West, 219.21 feet; thence leaving said section line, South 26°15'35" West, 764.84 feet to a point on the east line of that tract described in deed to Portland General Electric Company (P.G.E.) in Book 600, Page 54, Washington County Deed Records said point being the TRUE POINT OF BEGINNING of the herein described easement line and is located North 0°16'23" West, 635.91 feet from a 2-inch iron pipe (found), 24 inches below ground surface at the most easterly southeast corner of said P.G.E. tract; thence South 26°15'35" West, 77.24 feet; thence South 12°47'18" West, 581.52 feet to the south line of said Portland General Electric Company Tract and the terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT

A strip of land 75 feet in width, 25 feet easterly and 50 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 damage whatsoever arising in connection with the Grantee's activities on said property. It is specifically understood by Grantee that in order to avoid interference with soil preparation and planting by Grantor's tenant, Mr. White, it is necessary that Grantee commence construction after removal of the 1982 crop.

Therefore, as part of the consideration for this easement, Grantee hereby agrees to reimburse Mr. White for all losses, including loss of profit, which arise as a result of any failure by Grantee to complete its construction of the sewer and restore the property by spring planting 1983.

In laying, constructing and maintaining the sewer line, the City of Sherwood shall reimburse PGE for all damages to PGE's property resulting directly or indirectly from the acts of the City of Sherwood, its agents, employees, assigns and invitees.

To the extent permitted by law, the City of Sherwood shall indemnify, defend and hold PGE harmless from and against any and all claims, debts, demands, law suits, injuries, damages, penalties, judgements, awards, losses, liabilities, interest, attorneys fees (including attorneys fees on appeal), costs and expenses of whatever kind or nature at any time which may be imposed upon PGE for any reason relating to or arising out of this easement and the use thereof including but not limited to any of the following:

- a. Any used or condition of the easement or any part thereof.
- b. Any act or omission on the part of the City of Sherwood or its agents, contractors, licensees or invitees.
- c. Any violation of Federal, State or local law, ordinances or regulations by the City of Sherwood or its agents or contractors, licensees or invitees.
- d. Any personal injury, wrongful death or property damage occurring on or about the easement except for any personal injury, wrongful death or property damage caused by the wanton or criminal misconduct of PGE.
- e. Any failure on the part of the City of Sherwood to perform or comply with any covenant required to be performed or complied with by the City hereunder.

The City of Sherwood will, upon request of PGE and at its sole expense, defend any action, suit or proceeding of any kind arising hereunder and shall reimburse and pay PGE for any loss, costs, damage or expense of any kind (including attorneys fees and attorneys fees on appeal) suffered by PGE hereunder.

As part of the consideration of this easement unless occasioned by wanton or criminal misconduct, the City of Sherwood agrees that PGE shall not be liable to the city for the injury or damage which may be sustained to:

- a. Persons employed by the city; or
- b. Persons on the easement as invitee, licensee or trespassor; or
- c. Property of the city; or
- d. Property of third persons on the easement including property under the City of Sherwood's care, custody or control resulting from steam, electricity, gas, water rain, ice, snow, fire, oil, smoke or particulate matter released or discharged from PGE property or any other source or cause whatsoever whether the same damage or injury shall be caused by the negligence of PGE, its agents, servants, or employees or not nor shall PGE be liable for any effect in or reduction of lateral support of the easement property.

Prior to entry upon or use of the property, the City of Sherwood shall comply with all applicable Worker's Compensation and employer's liability acts and shall satisfactorily demonstrate to PGE that it is qualified as a direct responsibility employer or contributing employer or shall present evidence of a guarantee contract.

PGE shall not be held liable for any damage to the underground sewer line or related facilities caused by electrolysis.

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.

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

IN WITNESS WHEREOF, the Grantors have affixed their signatures this _____ day of _____, 1982.

City of Sherwood
by: _____

STATE OF OREGON)
) ss.
County of)

_____, 1981

Personally appeared the above named _____

who acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: _____

MRL/5salB21

STATE OF OREGON }
County of MULTNOMAH } ss.

On this 26 day of September, 1981, before me, the undersigned, Notary Public in and for said County and State, personally appeared D. R. Miller

to me known to be the individuals described in the foregoing instrument and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

Carl J. Berg
Notary Public for Oregon

My commission expires: Nov. 18, 1982

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 THOMSSSEN, Director of Records & Elections

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City of Sherwood
P.O. Box 167
Sherwood, Or 97