

PROJECT: ROCK CREEK LID
 PARCEL NO.: Tax Lot 600
 Assessor Map 2S 1 29D

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Frontier Leather Company, an Oregon Corporation, hereinafter termed "Grantors", for and in consideration of the sum of _____ 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 NO. 1 (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 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 that tract of land described in deed to Frontier Leather Company, recorded July 2, 1962, in Book 467, Page 108, Washington County Deed Records, said point also being on the east line of Section 29 and the southeasterly line of a 60-foot Southern Pacific Railroad right-of-way; thence along said railroad right-of-way, South 47°18'44" West, 208.06 feet to the TRUE POINT OF BEGINNING of the herein described easement centerline; thence South 43°09'53" East, 67.25 feet; thence South 23°28'14" East, 271.28 feet to the east line of said FRONTIER LEATHER CO. TRACT and the terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT NO. 1

A strip of land 100 feet in width, 75 feet northeasterly and 25 feet southwesterly of the above described easement centerline for PERMANENT EASEMENT NO. 1.

PERMANENT EASEMENT NO. 2

A strip of land 20 feet in width situated in the southeast 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 FRONTIER LEATHER CO. TRACT; thence along the southeasterly right-of-way line of said railroad, South 47°18'44" West, 208.06 feet; thence South 43°09'53" East, 67.25 feet to the TRUE POINT OF BEGINNING of the herein described easement centerline; thence parallel with said railroad right-of-way, North 47°18'44" East, 145.80 feet to the east line of said FRONTIER LEATHER CO. TRACT, and terminus of said easement centerline, TOGETHER WITH a temporary easement for construction purposes, described as follows:

TEMPORARY EASEMENT NO. 2

A strip of land 100 feet in width, 40 feet northwesterly and 60 feet southeasterly of the above described easement centerline for PERMANENT EASEMENT NO. 2.

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.

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 10th date of September, 1981.

Beverly A. Hilton
Donald W. Nelson

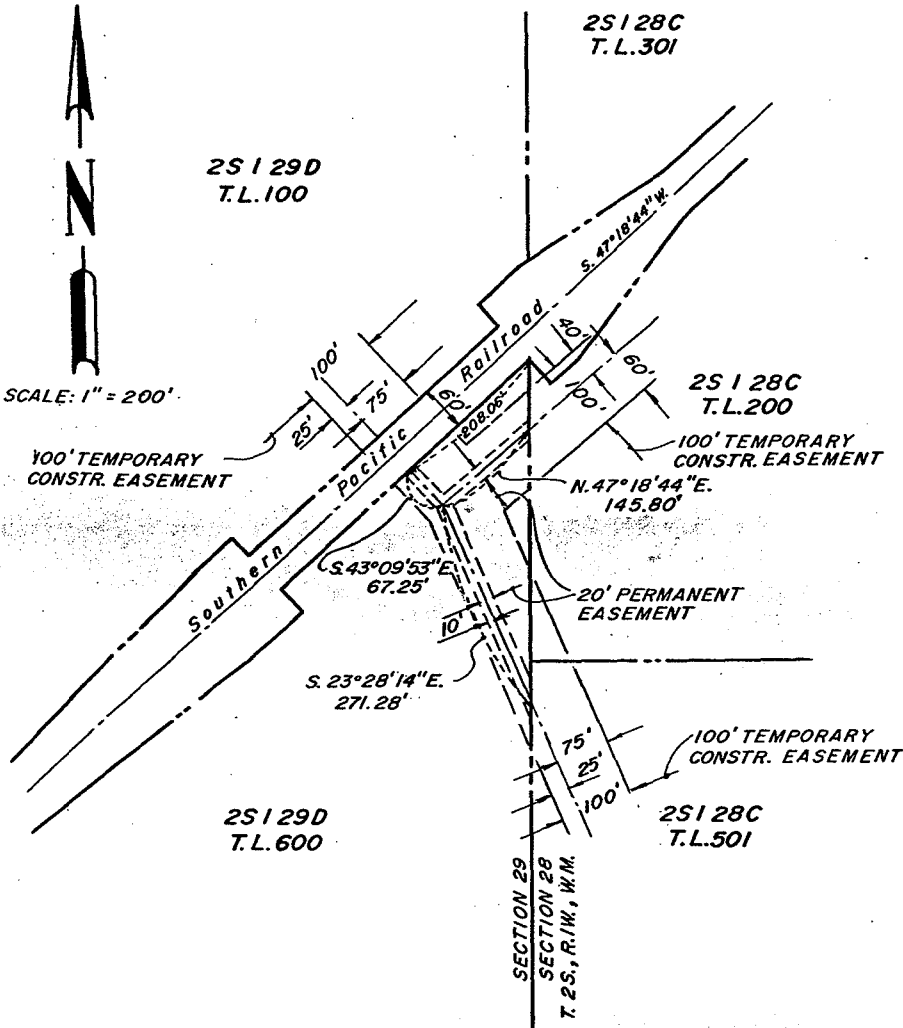
STATE OF OREGON)
County of Washington) ss. September 10, 1981

Personally appeared the above named Beverly A. Hilton and Donald W. Nelson who acknowledged the foregoing instrument to be their voluntary act and deed.

Linda Sully
Notary Public for Oregon
My commission expires: 06-29-85



City of Sherwood
by: Tad A. Miller
City Administrator



REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]

OREGON
JULY 16, 1980
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-010

<p>GARY M. BUFORD & ASSOCIATES 415 N. STATE STREET P. O. BOX 1531 LAKE OSWEGO, OREGON 97034 835-3511</p>	<p>SEWER EASEMENT ROCK CREEK L.I.D. WASHINGTON COUNTY, OREGON</p>	<p>CITY OF SHERWOOD 90 N. W. PARK STREET SHERWOOD, OREGON 97140, 625-8522</p>
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STATE OF OREGON }
County of Washington } SS *deeds*

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.



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*Mail to:
City of Sherwood*