

PROJECT: ROCK CREEK LID
 PARCEL NO.: Tax Lot 100, 101
 Assessor Map 2S 1 29D

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that OREGON-WASHINGTON LUMBER CO., herein-
 after termed "Grantor", for and in consideration of the sum of Ten & 00/100 Dollars,
 (\$10.00), and the benefits accruing to Grantor herefrom, does hereby grant, bargain,
 sell and convey to THE CITY OF SHERWOOD, OREGON, a municipal corporation duly organ-
 ized 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 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 a point on the north line of that tract of land described in deed to Oregon-Washington Lumber Company, recorded October 3, 1975 in Book 1047, Page 261, Washington County Deed Records, said point being located on the centerline of Edy Road and 779.27 feet west of the east quarter corner of said Section 29; thence South 15°11'11" East, 573.06 feet; thence South 43°09'53" East, 639.76 feet to the northwesterly right-of-way line of the Southern Pacific Railroad and terminus of said easement line, said point being located 194.24 feet westerly of the east line of said Section 29, TOGETHER WITH A temporary easement for construction purposes described as follows:

TEMPORARY EASEMENT

A strip of land 100 feet in width, 25 feet northeasterly and 75 feet southwesterly of the above described centerline.

Said Temporary Easement is automatically extinguished following Grantee's 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 Grantor for purposes not incompatible with the rights herein granted, and shall save and hold harmless the Grantor from any liability for damages whatsoever arising in connection with Grantee's activities on said property.

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

The Grantor specifically reserves the right to make improvements above and within the easement such as asphalt paving for parking, etc., except for permanent structures to the building and except for such other additions as would impair the grantee's ability to use the easement herein granted for the purposes for which same was granted.

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

IN WITNESS WHEREOF, the Grantor has executed this instrument the 16th day of February, 1982.

OREGON-WASHINGTON LUMBER CO.

By: *Donald E. Kettleberg*
Title: *Secretary*

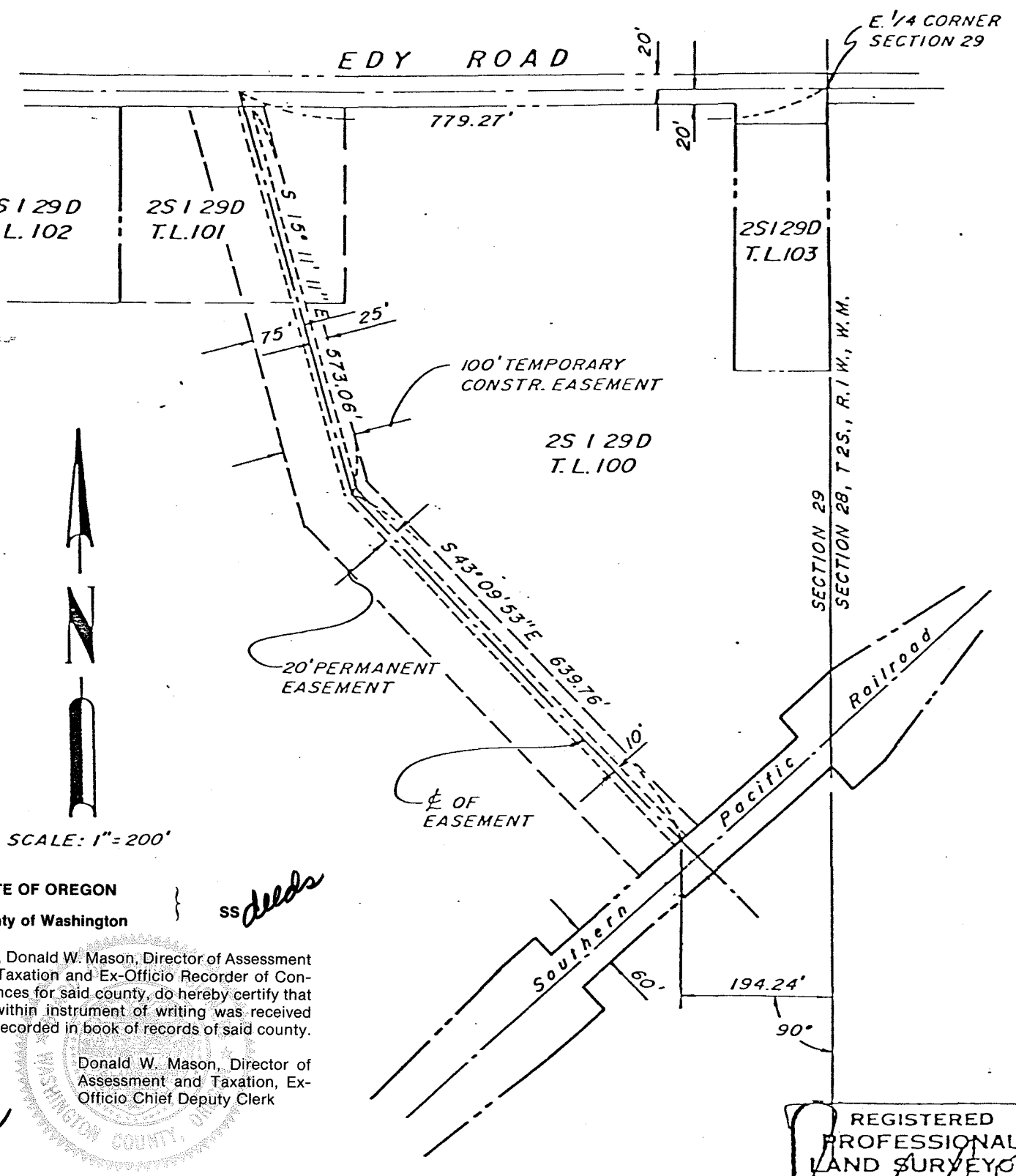
STATE OF OREGON)
County of Washington) ss.

February 16, 1982, 1982. Personally appeared Donald E. Kettleberg who being duly sworn did say that he is the Secretary of Oregon-Washington Lumber Co., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and Donald E. Kettleberg acknowledged said instrument to be the free act and deed of said corporation.

notary and signed - K

Before me: *Christine B. Tenter*
Notary Public for Oregon
My commission expires: 10/7/83

Acceptable:
Judd Ruzdale
City Administrator
2-22-82



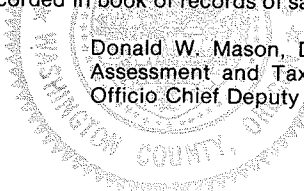
SCALE: 1" = 200'

STATE OF OREGON
County of Washington

ss deeds

I, Donald W. Mason, Director of Assessment and Taxation 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.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk



INDEXED

1982 MAR - 1 AM 10:26

REGISTERED PROFESSIONAL LAND SURVEYOR

Michael W. Fain

OREGON
JUL 7 18 1902
MICHAEL W. FAIN
1875

SEWER EASEMENT NO. S-009

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GARY M. BUFORD & ASSOCIATES
413 N STATE STREET P. O. BOX 1331
LAKE OSWEGO, OREGON 97034 435-3311

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

CITY OF SHERWOOD
90 N.W. PARK STREET
SHERWOOD, OREGON 97140. 423-3322