20%

SANITARY SEWER EASEMENT

PERMANENT EASEMENT (See also Easement Map, Exhibit "A")

A strip of land 15.00 feet wide, parallel and adjoining the West side, and the West 307.10 feet of a strip of land 15.00 feet wide parallel and adjoining the South side of the property described in Bargain and Sale Deed recorded 28 September 1990, Fee No. 90-53361, Washington County Deed Records, and more fully described as follows:

Beginning at an iron rod at the intersection of the West line of the Northeast Quarter of the Southwest Quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, with the Northerly right-of-way line of the Bonneville Power Administration transmission line easement as described on Page 271, Book 388, Washington County Deed Records and which iron rod bears North 00° 08' East 815.58 feet from the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence along said Northerly right of way line, South 88° 17' 24" East 685.21 feet to an iron rod, South 44° 25' 34" East 28.14 feet to an iron rod and North 45° 34' 26" East 41.22 feet to an iron rod on the Westerly line of the Bonneville Power Administration transmission line right-of-way as described on Page 501, Book 180, said Deed Records; thence South 44° 25' 34" East along said Westerly line 115.23 feet to the center of County Road No. 492, from which an iron rod bears North 44° 25' 34" West 20.04 feet; thence along the center of said road North 41° 51' East 87.76 feet and North 48° 00' East 591.89 feet to the East line of said Southwest Quarter; thence North 00° 08' East 154.94 feet to the center of said Section 28; thence South 89° 38' 14" West 1312.30 feet to the Northwest corner of said Northeast Quarter of the Southwest Quarter; thence South 00° 08' West 514.07 feet to the place of beginning.

RETURN TO: City of Sherwood 90 N.W. Park Street Sherwood, Oregon 97140 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 said is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall maintain and operate said sewer line drainage 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 Grantor hereby warrants that he has fee simple title and estate in the above-described land, that he has full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth and covenant that he 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 Grantor has affixed his signature this 5th day of June , 1992.

Jorn L. Teichner, Trustee

STATE OF OREGON

Lincoln

COUNTY OF WASSHERNESTON

Personally appeared the above named Lorry L. Leichner who acknowledged the foregoing instrument to be a voluntary act and deed.

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Before me:

Notary Public for Oregon

My Commission Expires: 5-8-93

ACCEPTED BY THE CITY OF SHERWOOD

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