

STORM DRAINAGE EASEMENT

DATED: AUGUST 17, 1995

SEND TAX STATEMENTS TO:

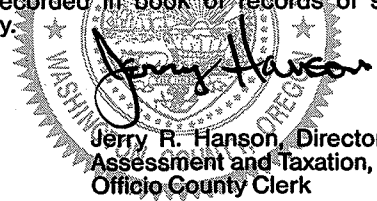
City of Sherwood
90 NW Park
Sherwood, OR 97140

AFTER RECORDING RETURN TO:

City of Sherwood
90 NW Park
Sherwood, OR 97140

STATE OF OREGON } SS
County of Washington

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 95062470
Rect: 150159 38.00
09/01/1995 04:29:55PM

30/6/95
Recorded By TICOR TITLE

633982

BETWEEN:

Michael Ney and Jamie Ney
Douglas McClure & Christine McClure
R. James Claus & Susan Lynne Claus
22211 SW PACIFIC HIGHWAY
SHERWOOD, OR 97140
Grantors

City of Sherwood
90 NW Park
Sherwood, OR 97140

Grantee

CONSIDERATION: The true and actual consideration is the purchase by Grantee of other property through which storm drainage flows, the agreements related to said purchase, and benefits to Grantors therefrom.

KNOW ALL MEN BY THESE PRESENTS that MICHAEL NEY, JAMIE NEY, DOUGLAS MC CLURE, CHRISTINE MC CLURE, R. JAMES CLAUS and SUSAN LYNNE CLAUS, hereinafter collectively termed "Grantors", for and in consideration of the purchase by Grantee of other property through which storm drainage flows and the agreements related to said purchase, and the benefits accruing to Grantor 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:

A PERMANENT EASEMENT for storm water drainage purposes and purposes of construction and maintenance of storm water drainage channels and facilities on, over, across, under, and through the following parcel of land: See Exhibit A Description attached hereto and by this reference made a part of this instrument.

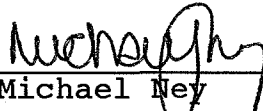
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The rights and privileges herein granted to the Grantee are subject to condition that the Grantee, its agents, employees and contractors, shall suffer or do no damage to said property unless the same is fully repaired and grounds are restored as nearly as possible and reasonable to the pre-existing condition. Grantee shall use said easement in such manner and such extent as to not unduly interfere with the continued use and enjoyment of the property by Grantors for purposes not incompatible with the rights herein granted.

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 Grantee the easement right and privileges hereinabove set forth, and covenant that they will warrant and defend the easement rights herein granted from all unlawful claims whatsoever.

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

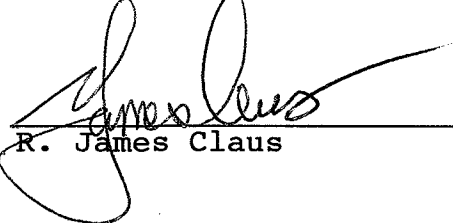
IN WITNESS WHEREOF, the Grantors have affixed their signatures this 21 day of August, 1995.



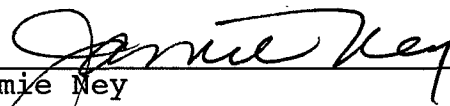
Michael Ney

Douglas McClure by Susan Lynne Claus his attorney in fact

Douglas McClure



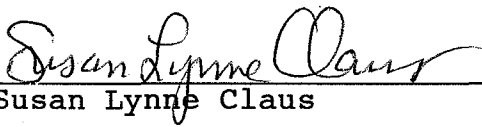
R. James Claus



Jamie Ney

Christine McClure by Susan Lynne Claus her attorney in fact

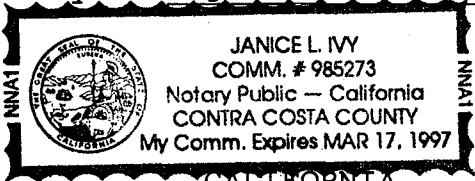
Christine McClure



Susan Lynne Claus

CALIFORNIA
STATE OF ~~OREGON~~)
) ss.
County of Contra Costa

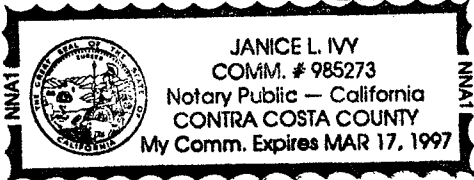
The foregoing instrument was acknowledged before me this 21st
day of August, 1995, by MICHAEL NEY.



Janice L. Ivy
Notary Public for Oregon
My Commission Expires: 3/17/97

CALIFORNIA
STATE OF ~~OREGON~~)
) ss.
County of Contra Costa

The foregoing instrument was acknowledged before me this 21st
day of August, 1995, by JAMIE NEY.



Janice L. Ivy
Notary Public for Oregon
My Commission Expires: 3/17/95

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____
day of _____, 1995, by DOUGLAS MC CLURE.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____
day of _____, 1995, by CHRISTINE MC CLURE.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of WASHINGTON)

The foregoing instrument was acknowledged before me this 17
day of AUGUST, 1995, by R. JAMES CLAUS.



Kathleen Marie Dorn
Notary Public for Oregon
My Commission Expires: August 13, 1998

STATE OF OREGON)
) ss.
County of WASHINGTON)

The foregoing instrument was acknowledged before me this 17
day of AUGUST, 1995, by SUSAN LYNNE CLAUS.



Kathleen Marie Dorn
Notary Public for Oregon
My Commission Expires: August 13, 1998

FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON, }
County of WASHINGTON } ss.

On this the 17 day of AUGUST, 1995 personally appeared
SUSAN LYNNE CLAUS,
who, being duly sworn (or affirmed), did say that he is the attorney in fact for DOUGLAS McCLURE and
CHRISTINE McCLURE and
that he executed the foregoing instrument by authority of and in behalf of said principal; and She acknowl-
edged said instrument to be the act and deed of said principal.



Before me:
Kathleen Marie Dorn
.....
(Signature)
Esceon Assr.
.....
(Title of Officer)

"EXHIBIT A"
LEGAL DESCRIPTION
STORM DRAINAGE EASEMENT

An easement over land within Parcel 1 of **PARTITION PLAT NO. 1994-053** in the northwest one-quarter of Section 32 in Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, Washington County, Oregon, described as follows:

An easement over a strip of land 25.00 feet in width, being 12.50 feet on each side of the following described centerline:

Beginning at a point on the southeasterly line of Parcel 1 of **PARTITION PLAT NO. 1994-053**, recorded as Document Number 94-063371, Washington County records; said point being South 47°14'54" West 320.00 feet along the northwesterly right-of-way line of the Southern Pacific Railroad from the northeast corner of said Parcel 1; thence North 42°45'06" West 80.00 feet to a northwesterly line of said Parcel 1 and there terminating.

Containing 2,000 square feet or 0.046 acres, more or less.

Together with a right of access to said easement strip, across that part of Parcel 1 of **PARTITION PLAT 1994-053** lying between Villa Road and the easement strip. Said access right is restricted to use of the existing entry road over said part of Parcel 1. Use of said existing entry for access purposes, except in case of emergency, shall be conditioned upon 24 hours notice to the owners of Parcel 1 and any tenants of Parcel 1.

At such time as Parcel 1 is subdivided or developed so as to change the location of the access, the access right shall be extinguished if a public street across Parcel 1 then provides access to the storm drainage easement strip or relocated to the location of a new private street or drive developed by owners of Parcel 1, providing said access.

The provisions for restoration of damage to the storm drainage easement area shall apply to the easement access as well.

WEST VILLA ROAD

PARCEL 3

PARTITION PLAT 1994-053

PARCEL 2

STREAM

48' FIR

12" WILLOW

10" WILLOW

6" WILLOWS

8" WILLOW

14" WILLOW

PARCEL 1

90°

80.00

25-FOOT WIDE STORM DRAINAGE EASEMENT

SOUTHERN PACIFIC RAILROAD

21" CMP

EXHIBIT MAP
OF

PROPOSED STORM DRAINAGE EASEMENT

IN THE N.W. ONE-QUARTER OF SECTION 32
T. 2 S., R. 1 W., WILLAMETTE MERIDIAN
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

SCALE: 1 INCH=50 FEET

DATE: JUNE 21, 1995



DAVID EVANS AND ASSOCIATES, INC.
2828 S.W. CORBETT AVENUE
PORTLAND, OREGON 97201
(503) 223-6663

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