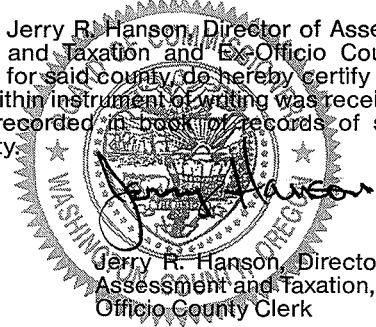


STATE OF OREGON
County of Washington

} SS

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 : 96061719
Rect: 167680 38.00
07/10/1996 11:15:17am

NL



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 26th day of June, 1996, by and between H. WILLIAM GAZELEY hereinafter called the first party, and the CITY OF SHERWOOD hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in County, State of Oregon, to-wit:

See Exhibit A attached hereto and made a part hereof for legal description.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

An Easement for Waterline, said Easement is described in Exhibit B attached hereto and made a part hereof.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

H WILLIAM GAZELEY
P.O. Box 230414
Tigard, Oregon 97223-0242

AND

City of Sherwood
90 N.W. Park Street
Sherwood, OR 97140

After recording return to (Name, Address, Zip):

City of Sherwood
20 NW Washington
Sherwood, Oregon 97140

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of ... } ss.

I certify that the within instrument was received for record on the ... day of ..., 19..., at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as fee/file/instrument/microfilm/reception No. ... Record of ... of said county.

Witness my hand and seal of County affixed.

By ... NAME TITLE Deputy

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The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetual....., always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and second party's right of way shall be parallel with the center line and not more than feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): the first party; the second party; both parties, share and share alike; both parties, with the first party being responsible for% and the second party being responsible for%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

H. William Gazeley

Jon Barnett

First Party

Second Party

STATE OF OREGON, }
County of Washington } ss.

STATE OF OREGON, }
County of Washington } ss.

This instrument was acknowledged before me on
June 26, 1996, by H. William
Gazeley as
of

This instrument was acknowledged before me on
June 28, 1996, by Jon Barnett
as City Manager
of City of Sherwood

Charles J. McClure
Notary Public for Oregon
OFFICIAL SEAL
CHARLES J. McCLURE
NOTARY PUBLIC - OREGON
COMMISSION NO. 027192
MY COMMISSION EXPIRES NOV. 14, 1997

Polly Blankenbaker
OFFICIAL SEAL
POLLY BLANKENBAKER
NOTARY PUBLIC - OREGON
COMMISSION NO. 044828
MY COMMISSION EXPIRES AUG. 28, 1999
8-26-99

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EXHIBIT A

The following described portion of the North half of the Northeast one-quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon: Beginning at the Southwest corner of the North half of the Northeast quarter of Section 28, Township 2 South, Range 1 West of the Willamette Meridian; thence North 10 rods to the line of the Portland and Willamette Valley R.R. Co.; thence Northeasterly along the line of said Railway Co. to where the same intersects County Road No. 505 as established in 1911; thence Southerly following the center line of said County Road No. 505 to where the road intersects the South line of property described in Deed Book 195, Page 597, being the South line of the North half of the Northeast quarter; thence Westerly following said South line of the North half of the Northeast quarter to the place of beginning, being all that part of that tract of ground deeded to Lottie S. Cole, in Deed Book 195, Page 597, lying West of the center line of County Road No. 505.

EXCEPTING THEREFROM that portion conveyed to Gerrie Braun, et ux, by Deed recorded June 2, 1978, fee number 78-35733.

ALSO subject to rights of the public in streets, roads and highways.

ALSO SUBJECT to statutory powers, including the power of assessment of Unified Sewerage Agency of Washington County, a municipal corporation, and SUBJECT to lien created pursuant to Rock Creek Water and Sewer Local Improvement District, recorded October 30, 1980, Fee No. 80039610.

EXHIBIT B

A 15-foot wide water line easement being 5' to the East and 10' to the West of the following described centerline, said easement being located in the Northeast one-quarter of Section 28, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon and beginning at the Northeast corner of Lot 3, "Edy Road Industrial Park"; thence along the North line of said Lot 3 North 89 degrees 41' 39" West 9.00 feet to the True Point Of Beginning of said centerline; thence North 80 degrees 26' 01" East 30.00 feet to the point of termination.

DEDICATION

KNOW ALL MEN BY THESE PRESENT, that City of Sherwood, hereinafter termed grantor, in consideration of the benefits to accrue to grantor from grant herein set forth, does hereby grant to the public a perpetual right-of-way within the following described parcel real property situated in Washington County, Oregon:

A 15-foot wide water line easement being 5' to the East and 10' to the West of the following described centerline, said easement being located in the Northeast one-quarter of Section 28, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon and beginning at the Northeast corner of Lot 3, "Edy Road Industrial Park"; thence along the North line of said Lot 3 North 89 degrees 41' 39" West 9.00 feet to the True Point Of Beginning of said centerline; thence North 80 degrees 26' 01" East 30.00 feet to the point of termination.

No monetary consideration is being received by grantor for this easement.

IN WITNESS WHEREOF, the grantors have affixed their signatures this 26th day of June, 1996.

H. William Bazeley

STATE OF OREGON)
) ss.
County of Washington)

June 26, 1996

Personally appeared the above named H. William Bazeley
_____ who acknowledged the foregoing instrument to be a voluntary act and deed.

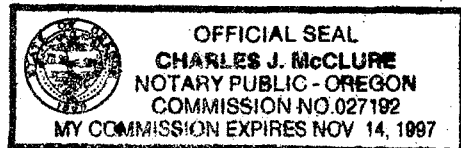
Before me:

Charles J. McClure

Notary Public for Oregon
My Commission Expires: _____

Accepted by the City of Sherwood.

By: *Jon Barnett*
Date: 7.1.96



Please return to : City of Sherwood, 90 N.W. Park, Sherwood, Oregon 97140