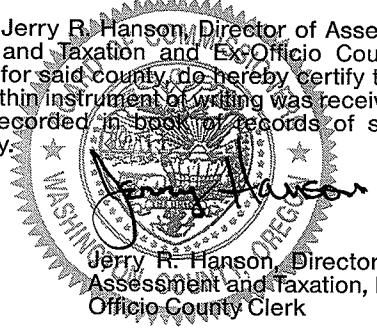


I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



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

Doc : 96061720
Rect: 167680 33.00
07/10/1996 11:15:17am

NL



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this day of *June* , 19*96*.,
by and between *Lawrence and Jeraldine Minor*
hereinafter called the first party, and *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: *Parcel 3, Partition Plat 1994-015*

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

Public Waterline Easement

See Attached Exhibit(s): "A" & "B"

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Lawrence and Jeraldine Minor

16295 SW Brookman Road

Sherwood, OR 97140

AND

City of Sherwood

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

City of Sherwood
20 NW Washington
Sherwood, OR 97140

ey

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of

I certify that the within instrument was received for record on the day of, 19....., at o'clockM., 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.

NAME TITLE
By, Deputy

2

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 Perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

Public Waterline Easement

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:

N/A

and second party's right of way shall be parallel with the center line and not more than N/A 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.

Lawrence Minor
Jeroldine W. Minor
First Party

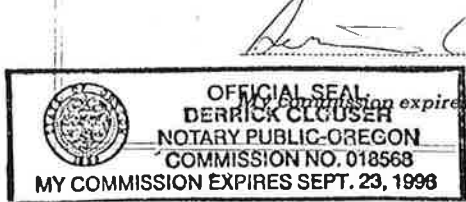
Lee
PUBLIC WORKS DIRECTOR
Second Party

STATE OF OREGON,)
County of WASHINGTON) ss.

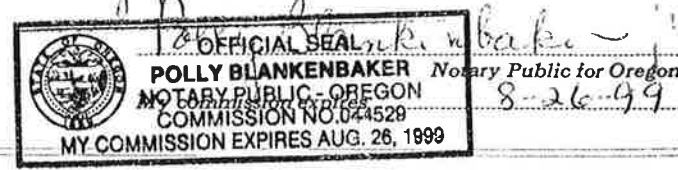
STATE OF OREGON,)
County of Washington) ss.

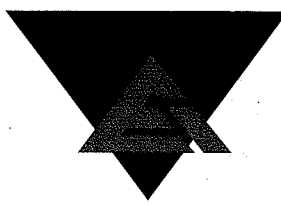
This instrument was acknowledged before me on JUNE 26, 1996, by LAURENCE + JEROLD W. E MINOR as _____ of _____

This instrument was acknowledged before me on June 26, 1996, by Lee as Public Works Dir of City of Sherwood



Notary Public for Oregon
9-23-96





ALPHA ENGINEERING, INC.

EXHIBIT "A"

JUNE 13, 1996

LEGAL DESCRIPTION
WATERLINE EASEMENT
GEORGETOWN ESTATES

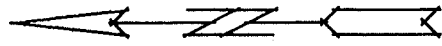
JOB NO. 266-003

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT NO. 45 PLAT OF "GEORGETOWN ESTATES" FROM WHICH THE SOUTHEAST CORNER OF SAID LOT BEARS NORTH 89° 25' 12" EAST, 50.00 FEET; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LOT 46 OF SAID PLAT SOUTH 89° 25' 12" WEST, 20.00 FEET; THENCE LEAVING SAID LINE SOUTH 00° 26' 13" EAST, 1.61 FEET; THENCE SOUTH 45° 26' 13" EAST, 14.77 FEET; THENCE SOUTH 00° 27' 54" EAST, 162.92 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTHWEST BROOKMAN ROAD (COUNTY ROAD NO. 433); THENCE ALONG SAID LINE NORTH 89° 25' 12" EAST, 15.00 FEET; THENCE LEAVING SAID LINE NORTH 00° 27' 54" WEST, 169.10 FEET; THENCE NORTH 45° 26' 13" WEST, 7.70 FEET; THENCE NORTH 00° 26' 13" WEST, 0.45 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 2,679 SQUARE FEET.

THE BASIS OF BEARING IS PER THE PLAT OF "GEORGETOWN ESTATES".

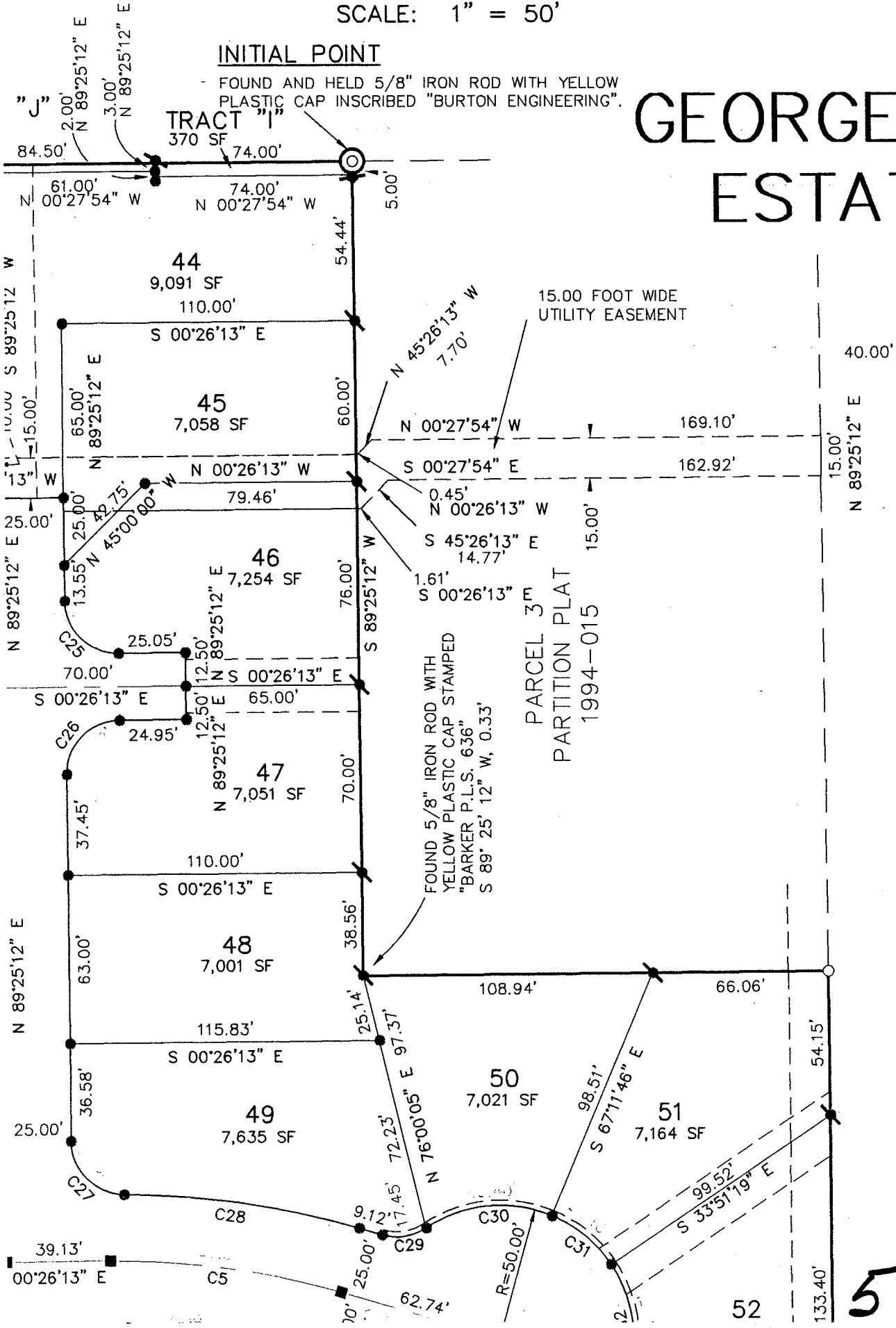


SCALE: 1" = 50'

INITIAL POINT

FOUND AND HELD 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "BURTON ENGINEERING".

GEORGETOWN ESTATES



S. W. BROOKMAN ROAD

C.R. 433

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