**北京和北京**田江江南北京 STATE OF DREGON County of Weshingto REVOCABLE LICENSE AGREEMENT DATED: APRIL 21 SEND TAX STATEMENTS TO: helpid Doc : 97037357 Regt: 184977 04/23/1997 02:20:27pm AFTER RECORDING RETURN TO: ROBERT AND LAURA REMMEN 14681 SW Stonehaven Street Sherwood, OR 97140 BETWEEN: City of Sherwood ROBERT M. REMMEN, JR. 20 N. W. Washington AND LAURA D. REMMEN Sherwood, OR 97140 The true and actual consideration is NONE.

The undersigned are owners of Lot 17, Charles Burck Heights, in the City of Sherwood, Washington County, Oregon. Said lot is subject to certain public easements held by the undersigned City of Sherwood. Said owners have requested that they be permitted to pave a portion of the area subject to the easement. Though such use is inconsistent with the City's right to use the easement area to maintain utility lines in the easement area on said Lot 17, the City does grant revocable permission for such use on and subject to the following conditions:

- (1) The owners, their successors and assigns shall, upon notice and request from the City, remove any such paving or surfacing improvements installed in the easement area so as to enable the City to use the easement for any lawful purpose permitted by the City's easement.
- (2) If the owners fail to remove the paving or surfacing improvements so installed or if the City believes (in their sole determination) that an emergency situation exists that requires it to proceed without prior notice, the City may do so and the owners shall pay, hold harmless and indemnify the City from any such costs incurred by the City for removal of improvements obstructing the City's access to the easement. Any costs so billed to the owners not paid within 30 days may be filed as a City lien against the property.

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- (3) The City shall not have obligation to repair or replace any improvements so removed.
- (4) Any paving improvements shall be installed so as to be removable without damage to adjacent improvements. The City shall not be responsible for any damage caused by removal to adjacent improvements due to said paving being connected to adjacent paving or other improvements.
- (5) This license shall only be effective upon execution by the owners and the City of Sherwood, and it being recorded in the County real property records.
- (6) Owners' installation of said paving improvements are solely at owners' risk and shall not give rise to any easement by estoppel or permanent irrevocable license to maintain same in the easement area.

(7) The conditions and requirements hereof shall run with the land and be binding upon the owners, their successors and assigns.

CITY OF SHERWOOD, OREGON

Cowner

STATE OF OREGON

State of Washington

The foregoing instrument was acknowledged before me this 2/21 day of Caril 1997, by: Con Barmet



Notary Public for Orogon

My Commission Expires: 8-26-99

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Page 2 - REVOCABLE LICENSE AGREEMENT

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TATE OF OREGON.	l <u></u>	
REALU.	· · · · · · · · · · · · · · · · · · ·	
County of Clarkson	Aprilianianian)	1 - 1
BEIT REMEMBERED, T fore me, the undersigned, a No	That on this	Proport personally appeared the within
BEIT REMEMBERED, T fore me, the undersigned, a No	That on this	Proport personally appeared the within
DE IT REMEMBERED, To the understand, a Normal Marie Ma	That on this 22 19 day of other Public in and for the State of Millians St. 2000.	Propos, personally appeared the within
DE IT REMEMBERED, To brow me, the undersigned, a Noumed State of the identification to me to be the identification.	That on this 2 Md day of deary Public in and for the State of MANAGE AND AND THE STATE OF THE ST	via executed the within instrument and reely and voluntarily.
DEIT REMEMBERED, To store me, the undersigned, a Nounce of the undersigned of the undersi	That on this 2 Md day of deary Public in and for the State of MANAGE AND AND THE STATE OF THE ST	Propon, personally appeared the within the second of the within instrument and rely and voluntarily.
PEIT REMEMBERED, 7 plore ine, the undersigned, a Nounce of the literal property of the identification will be seen that	That on this 2 Md day of deary Public in and for the State of MANAGE AND AND THE STATE OF THE ST	via executed the within instrument and reely and voluntarily.

## Recorded Document 1997-037357 Revocable License Agreement Charles Burck Heights Lot 17 Reference pages

Not a part of record. For reference use only.

REVOCABLE LICENSE AGREEMENT	
DATED: <u>APRIL 21</u> , 1997	
SEND TAX STATEMENTS TO:	
AFTER RECORDING RETURN TO:	
Robert Remmen	
14681 SW Stonehaven	
Sherwood, OR 97140	
BETWEEN	I:
ROBERT M. REMMAN JR AND LAURA D. REMMEN	City of Sherwood 20 N. W. Washington Sherwood, OR 97140
	20 N. W. Washington

The true and actual consideration is NONE.

The undersigned are owners of Lot 17, Charles Burck Heights, in the City of Sherwood, Washington County, Oregon. Said lot is subject to certain public easements held by the undersigned City of Sherwood. Said owners have requested that they be permitted to pave a portion of the area subject to the easement. Though such use is inconsistent with the City's right to use the easement area to maintain utility lines in the easement area on said Lot 17, the City does grant revocable permission for such use on and subject to the following conditions:

- (1) The owners, their successors and assigns shall, upon notice and request from the City, remove any such paving or surfacing improvements installed in the easement area so as to enable the City to use the easement for any lawful purpose permitted by the City's easement.
- (2) If the owners fail to remove the paving or surfacing improvements so installed or if the City believes (in their sole determination) that an emergency situation exists that requires it to proceed without prior notice, the City may do so and the owners shall pay, hold harmless and indemnify the City from any such costs incurred by the City for removal of improvements obstructing the City's access to the easement. Any costs so billed to the owners not paid within 30 days may be filed as a City lien against the property.

The City shall not have obligation to repair or replace any improvements so (3) removed. Any paving improvements shall be installed so as to be removable without (4) damage to adjacent improvements. The City shall not be responsible for any damage caused by removal to adjacent improvements due to said paving being connected to adjacent paving or other improvements. This license shall only be effective upon execution by the owners and the City of (5)Sherwood, and it being recorded in the County real property records. Owners' installation of said paving improvements are solely at owners' risk and shall not give rise to any easement by estoppel or permanent irrevocable license to maintain same in the easement area. The conditions and requirements hereof shall run with the land and be binding upon the owners, their successors and assigns. CITY OF SHERWOOD, OREGON Owner Manager STATE OF OREGON SS. County of Washington The foregoing instrument was acknowledged before me this day of

OFFICIAL SEAL
POLLY BLANKENBAKER
NOTARY PUBLIC - OREGON
COMMISSION NO.044529
MY COMMISSION EXPIRES AUG. 26, 1989

Notary Public for Oregon

My Commission Expires: 8-26-99

STATE OF OREGON,  County of Clackamas	ss.	FORM No. 23—ACKNOWLEDGMENT. Stevens-Ness Law Publishing Co. NL Portland, OR 97204 © 1992
	J	
BEIT REMEMBERED, That of	on this 221d day of .	April ,1997,
before me, the undersigned, a Notary	Public in and for the State	of Oregon, personally appeared the within
named Popert M Remi	nen He aud	Laura O lemmen
known to me to be the identical incacknowledged to me that	dividual described in and executed the same	who executed the within instrument and etreely and voluntarily.
0	IN TESTIMONY WHERE	OF, I have hereunto set my hand and affixed
OFFICIAL SEAL  MELANIS GILL  NOTARY POALS OREGON		cial seal the day and year last above written.
COMMISSION EXPIRES APR. 04, 2000		Notary Public for Oregon
The state of the s	My commiss	ion expires