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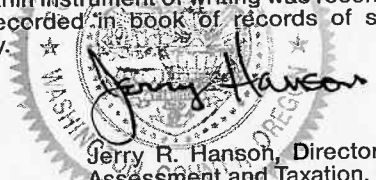
8

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 : 98014974

Rect: 203267

23.00

02/19/1998 10:12:04am

1-3

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

The period of this easement shall be Permanant, 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:

¹⁵
20 feet from SOUTH SIDE RUNNING EAST TO WEST
SHERWOOD Acres Lot 1300 Document # 91070932 Parcel # 2
For UTILITY Access for Lot 1390.

and the second party's right of way shall be parallel with the center line and not more than 20-15 feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if 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 responsible for _____% and the second party responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who 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 parties hereto but also their respective heirs, executors, administrators, assigns, 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.

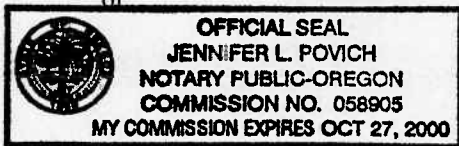
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

[Signature]

FIRST PARTY

STATE OF OREGON, County of Washington ss.
This instrument was acknowledged before me on 14th February 2, 19 98,
by Kert Q Nass

This instrument was acknowledged before me on _____, 19 _____,
by _____,
as _____,
of _____



Jennifer Povich
Notary Public for Oregon
My commission expires October 27, 2000

SECOND PARTY

STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on _____, 19 _____,

by _____,
This instrument was acknowledged before me on _____, 19 _____,
by _____,
as _____,
of _____

Notary Public for Oregon
My commission expires _____

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EASEMENT

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.

SPACE RESERVED FOR RECORDER'S USE

Doc : 98009009
Rect: 202188 38.00
02/02/1998 11:19:46am

Between
KERT Q NASS

And

After recording, return to (Name, Address, Zip):
KERT Q NASS
16280 NE MTN HOME RD
SHERWOOD, OR 97140

THIS AGREEMENT made and entered into this 2nd day of FEBRUARY, 1998 by and between KERT Q NASS hereinafter called the first party, and KERT NASS hereinafter called the second party, WITNESSETH:

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

FOR LEGAL DESCRIPTION SEE DOCUMENT # 91070932.
THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT SIZE/WIDTH OF EASEMENT PREVIOUSLY RECORDED AS DOCUMENT # 98009009

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 \$ 0 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:
The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

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

(OVER) 1-2

Recorded Document
1998-014974
Utility Access Easement
Reference pages

Not a part of record. For reference use only.

Stephanie Guediri

From: Stephanie Guediri
Sent: Wednesday, March 09, 2011 4:19 PM
To: Sylvia Murphy
Cc: Kirsten Allen
Subject: For Your Files: 1998-014974 Utility Access Easement
Attachments: 1998-014974.pdf.dlnk

Hi Sylvia,

I found a copy of a recorded document (attached as a link) that you do not have in the G: drive under recorded documents. It looks like it's a re-record for 1998-009009 which is also not in my records nor in yours. In addition, it mentions 1991-070932 which, again, is not in my records nor in yours. This is for a permanent utility access easement so I'm giving you the copy I found. If the original happens to turn up, I will be sure to forward it to you.

Steph