

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

**EASEMENT**

DATED: March 11, 1998

**AFTER RECORDING RETURN TO:**

City of Sherwood  
Engineering Department  
20 NW Washington St.  
Sherwood, OR. 97140

Doc : 98023307  
Rect: 204638 33.00  
03/11/1998 02:39:46pm

**BETWEEN:**

**Grantors:**

Kenneth M. Asson  
Maureen A. Asson  
880 SW Schamburg Dr.  
Sherwood, OR. 97140

**Grantee:**

City of Sherwood  
20 NW Washington St.  
Sherwood, OR. 97140

KNOW ALL MEN BY THESE PRESENTS, that Kenneth M. & Maureen A. Asson hereinafter referred to as "Grantor", for the consideration hereinafter stated, does forever grant unto the CITY OF SHERWOOD, a municipal corporation, hereinafter referred to as "Grantee", a permanent right-of way and easement over, under, through, across and along the full width and length of the premises described as follows, to wit:

1. Legal description is set forth in EXHIBIT "A", Page 1 attached hereto, and incorporated by reference herein.
2. A map of the above legal description is set forth in EXHIBIT "A", Page 2 and incorporated by reference herein.

Together with a temporary working easement as follows: For installation of an 8" water mainline in proposed permanent easement.

The temporary working easement shall be effective only for and during the time of the initial construction and laying of the pipeline described.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,000.00.

TO HAVE AND TO HOLD the above described permanent right-of-way and easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent right-of-way and easement shall include the right, privilege, and authority, to the said City of Sherwood, to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair an underground water mainline, with all appurtenances incident thereto or necessary therewith, and across the said premises, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere

- with the use of said pipelines, appurtenances attached to or connected therewith. No building shall be constructed over the pipeline easement right-of-way.
2. Grantee will indemnify and hold harmless the Grantors, his/her, their heirs, successors and/or assigns from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation, or maintenance of said pipeline.
  3. The City of Sherwood, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation work, including, but not limited to, the restoration of any topsoil, lawn and nursery stock of like kind and quality subject to reasonable substitution as may be necessitated by obstruction of interference with the use granted herein.
  4. Grantors may, at his/her/their option and expense, relocated said right-of-way, easement and associated public appurtenances and titles, provided such relocation is accepted by the City as complying with applicable codes and standards, land use laws and regulations.
  5. Grantors reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that Grantor shall not construct or maintain any building or structure which would interfere with the rights herein granted.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LOSS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

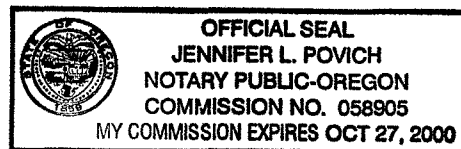
IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 10<sup>th</sup> day of March, 1998.

GRANTORS: Maureen A. Asson  
Kenneth M. Asson

STATE OF OREGON )  
  )ss  
County of Washington )

On this 10<sup>th</sup> day of March, 1998, before me, a notary public in and for said County and State, personally appeared Kenneth M. and Maureen A. Asson, known to me to be their person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.




Jennifer L. Povich  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: October 27, 2000

GRANTEE:

APPROVED AS TO FORM

this 17<sup>th</sup> day of March, 19 98.

  
\_\_\_\_\_  
City Attorney, City of Sherwood, Oregon


APPROVED AS TO LEGAL DESCRIPTION

this 10<sup>th</sup> day of March, 19 98.

  
\_\_\_\_\_  
Community Development Director  
City of Sherwood, Oregon

ACCEPTED on behalf of the City of Sherwood, Oregon

this 10<sup>th</sup> day of MARCH, 19 98

  
\_\_\_\_\_  
City Manager  
City of Sherwood, Oregon



SHWX0058  
P.G.L.  
8/18/97

**LEGAL DESCRIPTION FOR  
PERMANENT WATERLINE EASEMENT  
AND CONSTRUCTION EASEMENT**

A portion of a tract of land being a portion of Parcel 2 of Partition Plat 1994-050 as recorded in Washington County Survey Records located in the southwest one-quarter of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon, said portion being more particularly described as follows:

A permanent easement beginning at the northwesterly corner of said Parcel 2, said point also being on the westerly line of Lot 68 of Cinnamon Hills No. 2, a duly recorded plat in Washington County Survey Records; thence tracing the north line of said Parcel 2 North 89° 48' 49" East 15.00 feet; thence South 00° 17' 09" East 109.30 feet to the north line of Lot 69 of said Cinnamon Hills No. 2; thence tracing the north line of said Lot 69 South 89° 40' 50" West 15.00 feet to the southwesterly corner of said Parcel 2; thence tracing the westerly line of said Lot 69 and the easterly line of said Lot 68 North 00° 17' 09" West 109.33 feet to the point of beginning.

Said portion containing 1640 square feet, more or less.

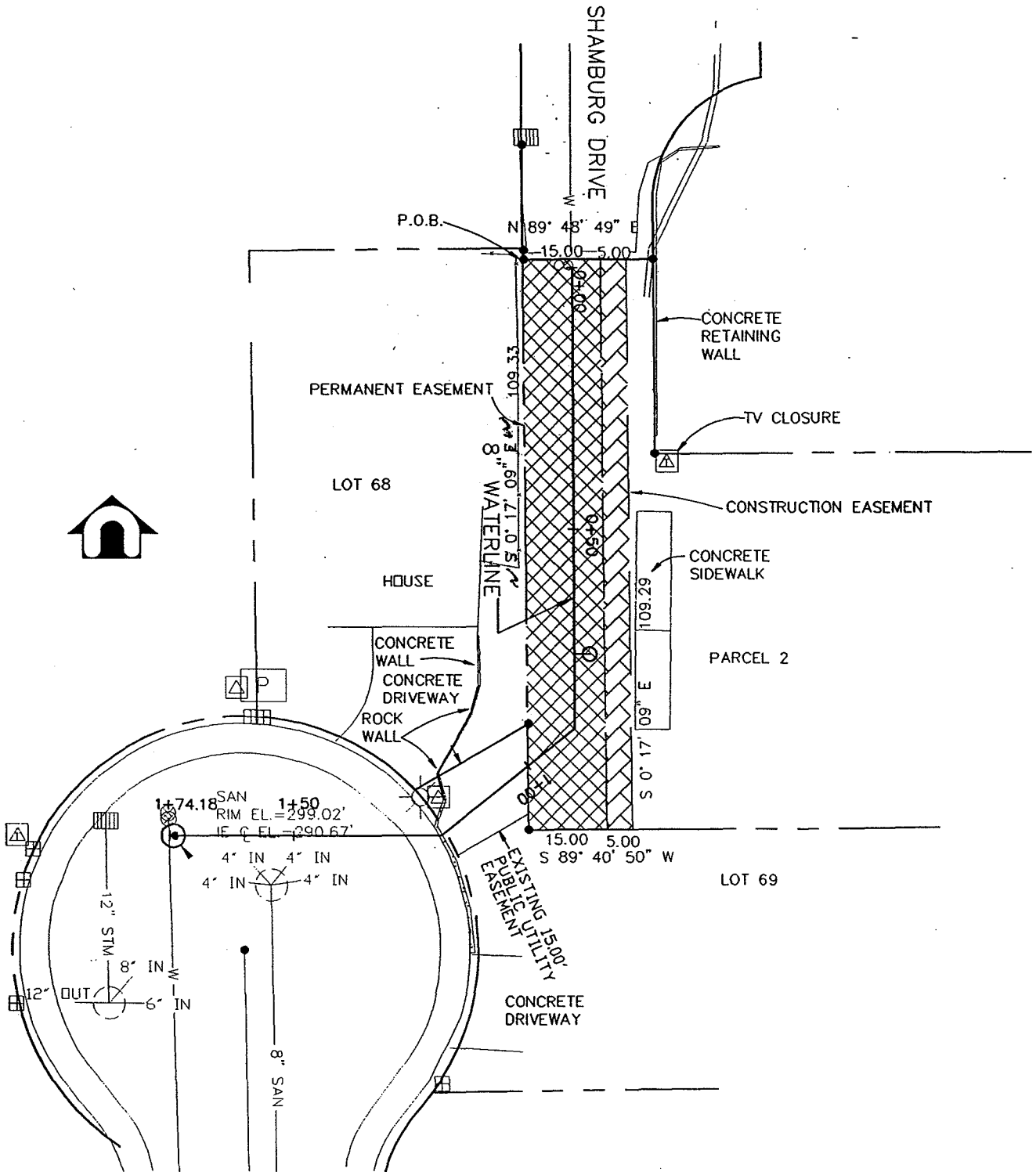
Together with a 5 foot wide strip of land to be used for a construction easement; said strip being more particularly described as follows:

Beginning at a point that bears North 89° 48' 49" East 15.00 feet from northwesterly corner of said Parcel 2; thence tracing the north line of said Parcel 2 North 89° 48' 49" East 5.00 feet; thence South 00° 17' 09" East 109.29 feet to the north line of said Lot 69; thence tracing the north line of said Lot 69 South 89° 40' 50" West 5.00 feet; thence North 00° 17' 09" West 109.30 feet to the point of beginning.

Said strip containing 547 square feet, more or less.

This description is based on Partition Plat 1994-050 as recorded in the Washington County Surveyor's Office.

PGL:DEA, Inc.  
8/18/97



PROJECT

**SHAMBURG ROAD**

SHEET

TITLE

**WATERLINE AND CONSTRUCTION  
EASEMENTS**

**1**

DAVID EVANS  
AND ASSOCIATES, INC.  
2828 S.W. CORBETT AVENUE  
PORTLAND, OR. 97201-4830 (503) 223-6663

FILE

SHWX0058

DRAWN BY

PGL

DESIGN BY

PGL

SCALE

N.T.S.

DATE

8-18-97

5