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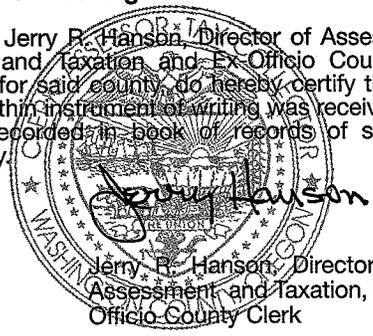
EASEMENT

DATED: January 2, 2001

AFTER RECORDING RETURN TO:

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

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

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BETWEEN:

Grantors:

Larry G. Speight
Margaret I. Speight
Erhardt F. Steinborn
PO Box 938
Sherwood, OR. 97140

Grantee:

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

KNOW ALL MEN BY THESE PRESENTS, that Larry G. Speight, Margaret I. Speight & Erhardt F. Steinborn, 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 public waterline 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 "B", Page 2 and incorporated by reference herein.

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

The true and actual consideration paid for this transfer, stated in terms of dollars is \$00.00.

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

1. The permanent waterline 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 waterline 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 2nd day of January, 2001.

GRANTORS: Larry G. Speight, Trustee
 Larry G. Speight, Trustee
Margaret I. Speight, trustee
 Margaret I. Speight, Trustee
Erhardt F. Steinborn
 Erhardt F. Steinborn

STATE OF OREGON)
)ss
 County of Washington)

On this 2nd day of January, ~~2000~~ ²⁰⁰¹, before me, a notary public in and for said County and State, personally appeared Larry G. Speight, Margaret I. Speight & Erhardt F. Steinborn, 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.

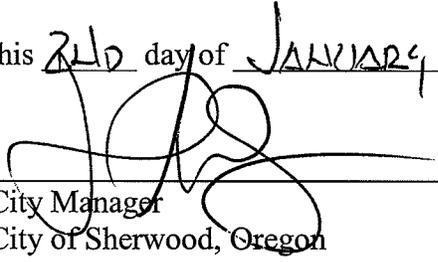


Lisa M. Layne
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 4-23-02

GRANTEE:

ACCEPTED on behalf of the City of Sherwood, Oregon

this 21st day of JANUARY, 2001.



City Manager
City of Sherwood, Oregon

Exhibit "A"

Waterline Easement - Sherwood West Office Campus

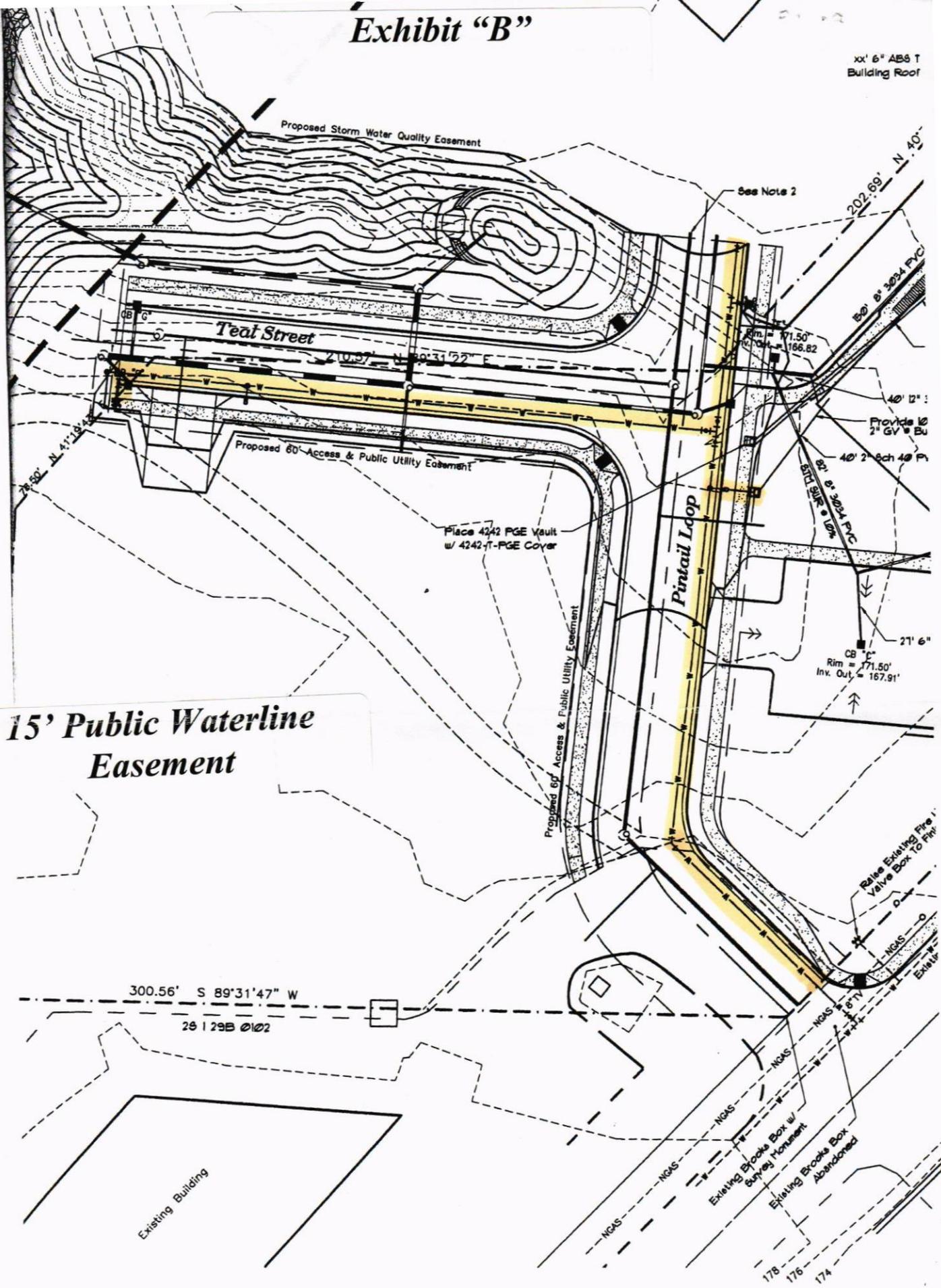
Beginning at the Northeast corner of the Northeast Quarter of the Northwest Quarter of section 29, Township 2 South, Range 1 West of the Willamette Meridian ;thence with the north line of said Section 29, South $89^{\circ} 31' 47''$ West 1319.58 feet to the Northwest Corner of said Northeast Quarter of the Northwest Quarter of Section 29; thence with the West line of said Northeast Quarter of the Northwest Quarter of Section 29 South $00^{\circ} 17' 33''$ East 545.00 feet to a point; Thence with a line 545.00 feet South of and parallel to the aforementioned North Line of Section 29 North $89^{\circ} 31' 47''$ East 408.27 Feet to the True Point of Beginning for this Tract; continuing North $89^{\circ} 31' 47''$ East 300.56 Feet to a Point on the West Right of Way Line of Pacific Highway (State Route 99W); Thence along said West right of Way Line North $42^{\circ} 05' 29''$ East 1.41 Feet more or less to a point Whence Pintail Loop Center Line intersects said West line of Pacific Highway 99 West. Said Point being the beginning of Pintail Loop, Having a 15 foot Access and Utility Easement, said easement to follow within the centerline of Teal Street and Pintail Loop. The centerline of Pintail Loop described as North $47^{\circ} 54' 31''$ West 57.95 feet to a point of curve having a radius of 47 feet and a angle of $51^{\circ} 32' 32''$ to the right, thence around the curve 44.97 feet to a point and the tangent; thence along said tangent North $03^{\circ} 38' 01''$ East 153.73 feet to the intersection of Teal Street. Said point being the beginning of Teal Street.

Pintail Loop to continue North $03^{\circ} 38' 01''$ to the northerly property line of parcel 3 ; Washington County Tax Lot # 2S129B TL 103 deeded to Larry G. Speight, Trustee of the Larry G. Speight Trust, Margaret I. Speight, Trustee of the Margaret I. Speight Trust and Erhardt F. Steinborn.

That portion of Teal Street also having a 15 foot Access and Utility easement to extend approximately 210 feet with the centerline that bears North $86^{\circ} 21' 59''$ West from the said described intersection of Teal Street and Pintail Loop lying within Parcel 3.

Exhibit "B"

xx' 6" ABS T
Building Roof



15' Public Waterline Easement