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Easement

STATE OF OREGON }
County of Washington } SS

DATED: August 10, 2001

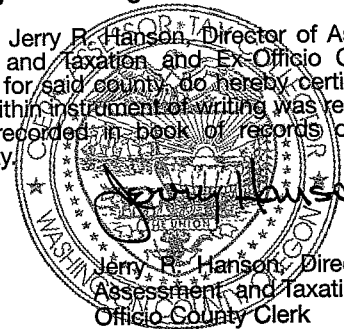
AFTER RECORDING RETURN TO:

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

WASHINGTON COUNTY 2001-095986



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

Doc : 2001095986
Rect: 288269 42.00
09/21/2001 01:36:37pm

BETWEEN:

Grantor:
Sherwood School District 88J
23295 S. Sherwood Blvd.
Sherwood, Oregon 97140

Grantee:
City of Sherwood
20 NW Washington St.
Sherwood, Oregon 97140

KNOW ALL MEN BY THESE PRESENTS, that Sherwood School District 88J ("Grantor"), for the consideration hereinafter stated, does forever grant unto the City of Sherwood ("Grantee"), a permanent subsurface storm drainage, sanitary sewer, and utility easement beneath, across, and along the full width and length of the real property described as follows ("the Premises"):

Legal description is set forth in EXHIBIT "A", Page 1 attached hereto, and incorporated by reference herein;

A map of the above legal description is set forth in EXHIBIT "B", Page 2 and incorporated by reference herein;

for the installation, maintenance, and operation of subsurface storm drainage pipelines, sanitary sewer pipelines, and utility lines.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$nil; however, the actual consideration consists of the terms and conditions set forth herein.

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

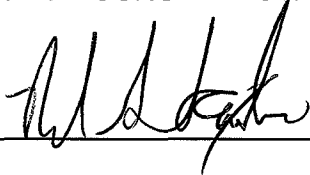
1. The easement shall include the right, privilege, and authority, to Grantee to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair the subsurface storm drainage pipelines, sanitary sewer pipelines, and utility lines, and to cut and remove from the Premises any trees and other obstructions which may endanger the safety or interfere with the use of the subsurface lines.
2. No building shall be constructed over the Premises.

3. Grantee shall indemnify and hold harmless the Grantor and its successors and assigns from all claims for injury to person or property resulting from any activities on the Premises by Grantee, its agents, and/or employees, including but not limited to any negligent acts by Grantee, its agents, and/or employees in the construction, operation, or maintenance of any of the subsurface lines.
4. Grantee, 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, and any improvements disturbed by Grantee, 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.
5. Grantor may, at its option and expense, relocate this easement, provided such relocation is accepted by Grantee as complying with applicable codes and standards, land use laws and regulations.

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 16th day of August, 2001.

SHERWOOD SCHOOL DISTRICT 88J

By: 
 Title: _____

STATE OF OREGON)
)ss
 County of Washington)

On this 16th day of August, 2001, before me, a notary public in and for said County and State, personally appeared Rob. S. Saxton, who did say that he or she is a Superintendent (title) with Sherwood School District 88J and that he or she executed the foregoing easement on behalf of that school district and with the authorization of its school board.

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



Patricia J Arrigoni

NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-18-2002

GRANTEE:

ACCEPTED on behalf of the City of Sherwood, Oregon
this 10TH day of SEPT., 2001.

Don E. Schuff

City Manager
City of Sherwood, Oregon



WESTLAKE

CONSULTANTS INC.

ENGINEERING SURVEYING PLANNING

Phone: 503 684-0652

Fax: 503 624-0157

Senior Housing NW, LLC
Union High School District 9Jt. Easement
Project No. 1518-01
August 2, 2001
Amended August 6, 2001

PROPERTY DESCRIPTION

Two strips of land in the northwest one-quarter of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, Washington County, Oregon, being portions of that tract of land conveyed to Union High School District No. 9 Jt., and being more particularly described as follows:

Commencing at the Northeast corner of said tract, also being the Northwest corner of Partition Plat No 1997-042;

thence, along the west line of said Partition Plat, also being the East line of tract, South 00°30'42" East, 6.84 feet to the Point of Beginning;

thence, continuing along said west line, South 00°30'42" East, 261.88 feet to an angle point therein;

thence, continuing along said west line, South 49°18'04" East, 19.16 feet;

thence, leaving said line North 02°32'38" East, 274.64 feet to the Point of Beginning.

ALSO, BEGINNING at the Southeast corner of said tract, also being an angle point in Parcel 2 of said Partition Plat No 1997-042;

thence, along the south line of said tract, South 89°17'35" West, 103.68 feet to the westerly line of that 14-foot Alley lying between NE First & NE Second Streets;

thence, along an extension of said westerly line, North 47°02'18" East, 22.31 feet to a line lying parallel with and 15-foot north of the south line of said tract;

thence, along said parallel line, North 89°17'35" East, 72.22 feet to a line lying parallel with and 15-foot west of the west line of said Parcel 2;

thence, along last said parallel line, North 03°31'58" West, 369.82 feet to the westerly line of said Parcel 2;

thence, along said westerly line, South 45°14'47" East, 21.32 feet to an angle point therein;

thence, continuing along said west line, South 03°31'58" East, 369.62 feet to the Point of Beginning.

The two strips combined containing 8,782 square feet, more or less.

Bearings based on Washington County Partition Plat No. 1997-042

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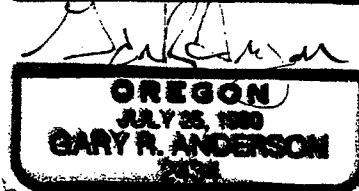
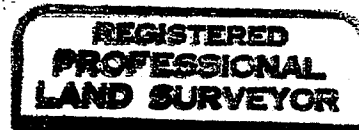
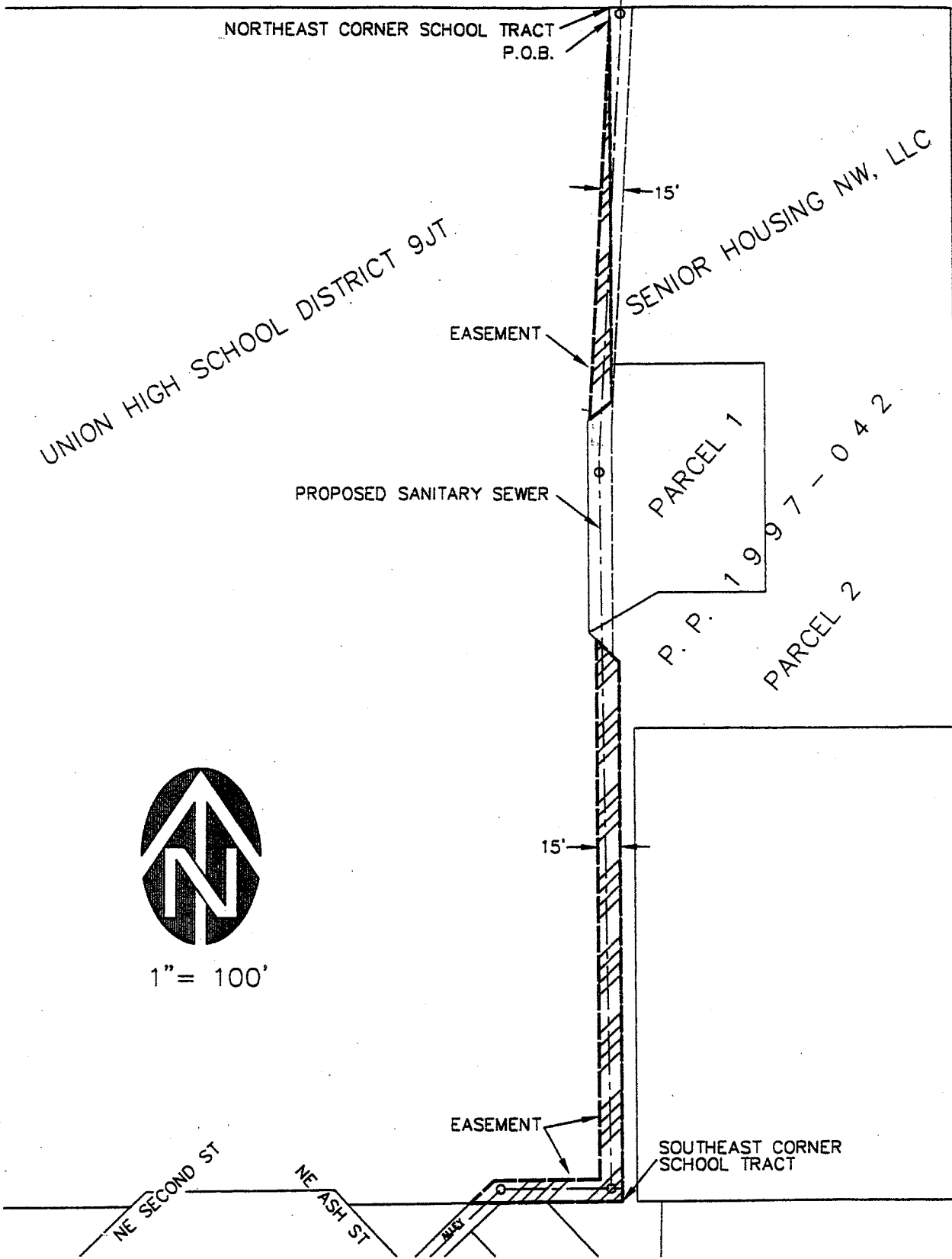


EXHIBIT B



EASEMENT EXHIBIT
 SECTION 32, T.2 S., R.1 W. W.M.
 CITY OF SHERWOOD,
 WASHINGTON COUNTY, OREGON

DATE	8-02-01
DRAWN BY	GRA
CHECKED BY	KAL
REVISIONS	8-06-01
JOB NO.	1518-01

WESTLAKE
 CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
 15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
 TIGARD, OREGON 97224 FAX (503) 624-0157