

Original(s)
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Washington County, Oregon
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\$25.00 \$6.00 \$11.00 - Total=\$42.00

2002-100364



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I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



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

25
11-6
ACCESS & UTILITIES EASEMENT NO. 1

DATED: _____, 2001

AFTER RECORDING RETURN TO:

~~City of Sherwood~~ *Scott Hookland LLP*
~~Engineering Department~~ *PO Box 23414*
~~20 NW Washington St.~~ *Tigard, OR 97281*
Sherwood, OR. 97140

BETWEEN:

Grantors:

L Speight/E. Steinborn
PO Box 938
Sherwood, OR. 97140

Grantee:

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

Larry G. Speight, Trustee
KNOW ALL MEN BY THESE PRESENTS, that and Erhardt 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 access and utilities 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 access and utilities purpose 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 access and utilities easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The access and utilities 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 any access or utility incidents 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 accesses, appurtenances attached to or connected therewith. No building shall be constructed over the 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



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the Grantee, its agents or employees in the construction, operation, or maintenance of said easements.

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 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 9 day of ~~February~~
May, 2002.

GRANTORS: LARRY G. SPEIGHT, TRUSTEE
OF THE LARRY G. SPEIGHT TRUST

Larry G. Speight

Erhardt F. Steinborn

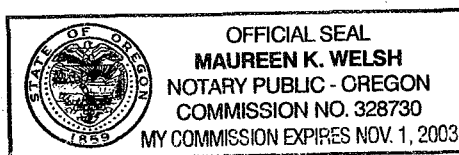
ERHARDT STEINBORN

STATE OF OREGON)
)ss
County of Washington)

On this 9 day of May, 2002, before me, a notary public in and for said County and State, personally appeared Larry G. Speight, Trustee and Erhardt 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.

Maureen K. Welsh
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-1-03






2002-100364

GRANTEE:

ACCEPTED on behalf of the City of Sherwood, Oregon

this 14TH day of FEBRUARY, 20 02.



City Manager
City of Sherwood, Oregon

EXHIBIT "A"



Matt Dunckel & Assoc.
3765 Riverside Drive
McMinnville, Oregon. 97128
Phone: 472-7904
Fax : 472-0367

Date: 8 May 2001

SPEIGHT/STEINBORN - Legal Description of
Access & Utilities Easement No. 1

An access and utilities easement in Section 29, Township 2 South, Range 1 West, Washington County, Oregon, the perimeter of which is described as follows:

Beginning on the westerly margin of Baseline Pacific Highway at the southeast corner of that tract of land described in deed from SIX CORNERS INVESTMENTS, OREGON LLC to LARRY G. SPEIGHT, Trustee of the Larry G. Speight Trust, MARGARET I. SPEIGHT, Trustee of the Margaret I. Speight Trust, and ERHARDT STEINBORN and recorded March 27, 1998 in Document No. 98029844, Washington County deed Records; thence South 89°31'47" West 42.01 feet along the south line of said tract; thence North 47°54'06" West 27.16 feet to the beginning of a curve concave to the northeast having a radius of 80.00 feet; thence northerly 71.97 feet along said curve (chord=North 22°07'50" West 69.56 feet); thence North 03°38'26" East 108.18 feet to the beginning of a curve concave to the southwest having a radius of 15.00 feet; thence northwesterly 23.56 feet along said curve (chord=North 41°21'34" West 21.21 feet); thence North 86°21'34" West 176.21 feet to the northerly line of said SPEIGHT and STEINBORN tract; thence North 41°19'43" East 33.60 feet along said northerly line; thence North 89°31'22" East 210.57 feet along said line; thence North 40°31'00" East 34.39 feet along said line; thence South 03°38'26" West 192.40 feet along said line to the beginning of a curve concave to the northeast having a radius of 20.00 feet; thence southerly 17.99 feet along said curve (chord=South 22°07'50" East 17.39 feet); thence South 47°54'06" East 58.09 feet to the westerly margin of Baseline Pacific Highway; thence South 42°05'29" West 31.58 feet to the point of beginning as shown by Exhibit "B".

Exhibit "B"

SPEIGHT/STEINBORN

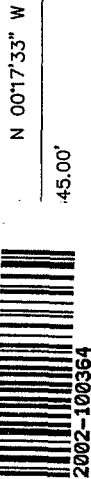
Location:

NW 1/4 Section 29, T. 2 S., R. 1 W., WM.,
City of Sherwood, Washington County, OR

Date: 11 May 2001

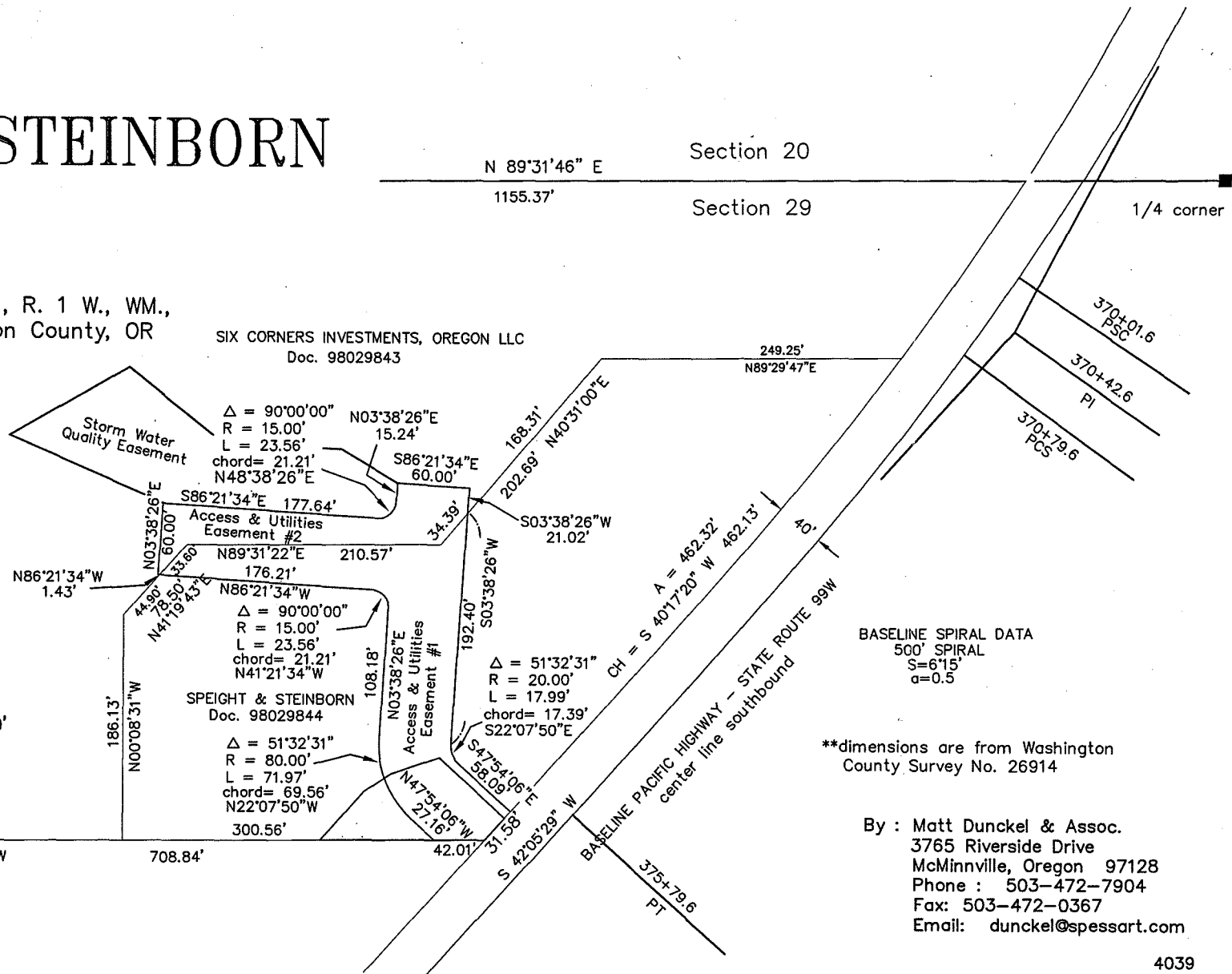
SIX CORNERS INVESTMENTS, OREGON LLC
Doc. 98029843

SPEIGHT & STEINBORN
Doc. 98029844



North

Scale: 1" = 100'



BASELINE SPIRAL DATA
500' SPIRAL
S=6"15'
a=0.5

**dimensions are from Washington
County Survey No. 26914

By : Matt Duncel & Assoc.
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McMinnville, Oregon 97128
Phone : 503-472-7904
Fax: 503-472-0367
Email: duncel@spessart.com