Washington County, Oregon 03/12/2003 02:06:40 PM

2003-036634

D-E Cnt=1 Stn=11 C WHITE \$30.00 \$6.00 \$11.00 - Total = \$47.00



Agenda Item # 7
Approval of Sherwood School
District Easements
Additional Attachments
May 14, 2002

EASEMENT

DATED: May 14, 2002

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantor
Sherwood School District 88J
c/o Ms. Bonita L. Maplethorpe
Deputy Clerk/Fiscal Manager
23295 S. Sherwood Boulevard
Sherwood, Oregon 97140

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

KNOW ALL MEN BY THESE PRESENTS, that Sherwood School District 88J, 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 storm drainage 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 storm drainage 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 storm drainage unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent storm drainage 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 a storm drainage pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, 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 easement right-of-way.

- 2. Grantee will indemnify and hold harmless the Grantor and its successors and 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 or pipelines.
- 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 Grantor, 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. Grantor may, at its option and expense, relocate 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. Grantor 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 <u>14th</u> day of May, 2002.

by:

Chairperson Board of Education

by:

Superintendent

SHERWOOD SCHOOL DISTRICT 88J, Grantor

STATE OF OREGON)								
)ss								
County of Washington)								
	February,	2003							
On this 27th	=		public i	n and for said County	and State,				
personally appeared	Rob S. Saxton	and	Wayne	Lowry	known to				
me to be the persons whose names are subscribed to the within instrument and acknowledged that they									
executed the same for the	he nurnoses thereir	contained		•	•				



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



NOTARY PUBLIC FOR OREGON
My Commission Expires: 11 2006

GRANTEE:

ACCEPTED on behalf of the City of Sherwood, Oregon

this ____ day of May, 2002. March 4TH, 2003

City Manager

City of Sherwood, Oregon

MIDDLETON ELEMENTARY SCHOOL 15" STORM SEWER EASEMENT



A 15.00 Foot wide strip of land located within the Sherwood School District 88J property as described in Document 99-25128 of Washington County Deed Records, in the Southeast Quarter of Section 36, Township Two South, Range Two West, Willamette Meridian, Washington County, Oregon, being more particularly described as lying 7.50 Feet on each side of the following described centerline:

Beginning at a 5/8" iron rod with a yellow plastic cap marked "AKS ENGR." marking the "Initial Point" of HAVEN PLACE (recorded in Plat Book 126, Page 27 and 28 of Washington County Plat Records); thence following the south line of said plat North 89°55'07" West, a distance of 15.00 Feet to a point on a line lying 40.00 Feet west of and parallel with the centerline of Old Pacific Highway: thence following said line lying 40.00 Feet west of and parallel with the centerline of Old Pacific Highway South 00°34'47" West, a distance of 114.54 Feet; thence south 89°58'36" West, a distance of 3.00 Feet to a point on a line lying 43.00 Feet west of and parallel with the centerline of Old Pacific Highway; thence following said line lying 43.00 Feet west of and parallel with the centerline of Old Pacific Highway South 00°22'32" West, a distance of 65.47 Feet to the "True Point of Beginning" for this described centerline; thence South 34°40'47" West, a distance of 13.31 Feet; thence South 00°22'32" West, a distance of 849.72 Feet; thence South 89°37'28" East, a distance of 20.50 Feet to a point on the west right-of-way line of said Old Pacific Highway (right-of-way line is 30.00 Feet west of centerline), the terminus of this described centerline; from said terminus point the 5/8" iron rod with a yellow plastic cap marked "AKS ENGR." marking the "Initial Point" of HAVEN PLACE bears North 00°40'24" East, a distance of 1040.81 Feet.

The side lines of the above easement, are to be lengthened or shortened, to begin or end on property lines.

Bearings for this description are based upon Washington County Survey No. 27,756.

SUBJECT TO: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

Document: 11007_sewer Date: 11/1/2001 7:51 AM

OREGON AULY 14, 1978 GARY W. HICKMAN 1 6 7 8

RENEWAL DATE 00,30,03

DATE OF SIGNATURE 11,1,0/ EXHIBIT A

