

65

EASEMENT

DATED: _____

AFTER RECORDING RETURN TO:

City of Sherwood
20 N.W. Washington Street
Sherwood, Oregon 97140

Washington County, Oregon

2004-014176

02/13/2004 02:33:28 PM

D-E Cnt=1 Stn=8 RECORDS1

\$65.00 \$6.00 \$11.00 - Total = \$82.00



00532447200400141760130132

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, 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





Resolution 2004-007

City of Sherwood
City Recorder
C.L. Wiley

CERTIFIED TRUE COPY (7 pages - following 6 pages are certified on reverse of page).

A RESOLUTION VALIDATING THE AUGUST 28, 1997 GRANTING OF A PERMANENT EASEMENT FOR A PORTION OF MURDOCK ROAD (STEARNS PROPERTY) AND DIRECTING STAFF TO FILE THE EASEMENT WITH WASHINGTON COUNTY

WHEREAS, on August 28, 1997, the City was granted a permanent road easement for a portion of Murdock Road as described in Exhibit 1 attached to this resolution; and

WHEREAS, the City staff failed to notarize and record the easement in a timely manner; and

WHEREAS, the persons granting the permanent easement, Mr. Daniel S. Stearns and Mrs. Sandra M. Stearns were located and declined to meet with staff a second time to resign the easement; and

WHEREAS, it is necessary for the City to validate the easement especially for the purposes of having the easement properly recorded at Washington County Records and with Washington County Mapping,

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The Council confirms that the easement shown hereon was agreed to by both parties, the Stearns and the City of Sherwood.

Section 2. The Council directs staff to present this resolution and its exhibit to the County to validate the action and insure that the easement is properly recorded.

Section 3: This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 13th day of January 2004.

Mark O. Cottle, Mayor

ATTEST:

C.L. Wiley, City Recorder



PERMANENT ROAD EASEMENT

The undersigned Grantor(s), hereby bargain, sell, convey, and transfer unto CITY OF SHERWOOD, hereinafter called the City, the following described PERMANENT EASEMENT and rights-of-way, under, across and over the properties described as follows, to-wit:

See Attached "Exhibit A", made a part hereof.

PERMANENT EASEMENT FOR PUBLIC ROADWAY PURPOSES

Grantor(s) hereby grant to the City, a PERMANENT EASEMENT

The City, its successors, assigns and authorized agents and contractors, shall have the perpetual right to enter upon the real property described, PERMANENT EASEMENT, for the construction, maintenance and repair, with necessary access thereto, of a slope, cut or fill, occasioned by the construction, operation and maintenance of a public way and appurtenances, over and within that certain real properties described above.

The PERMANENT EASEMENT described herein grants to City and to its successors, assigns, and authorized agents or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.

It is also understood that the City shall never be required to remove the slope materials placed by it on that certain real properties described above, nor shall the City be subject to any damages to Grantor(s), their heirs and assigns, by reason thereof or by reason of any change of grade of the roadway abutting on certain real properties described above.

In consideration of the PERMANENT EASEMENT, the City agrees that of its successors or assigns should cause said road to be vacated, the rights of the public in the above described easement will be forfeited and shall immediately revert to the Grantor(s), their heirs and assigns in the case of any such event.

It is understood that the PERMANENT EASEMENT herein granted does not convey any right or interest in certain real properties described above, which includes the surface soil, except as expressly stated herein, nor prevent Grantor(s) from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted from all lawful claims whatsoever, except as stated herein.



2004-14176

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

The Grantor(s) do hereby covenant with the City that they are lawfully seized and possessed of the real property herein described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands and seals this 28 day of August, 1997.

Donald L. Thomas

Sandra M. Stearns

STATE OF OREGON)

:

County of Washington)

This instrument was acknowledged before me on _____, 19____,
by _____.

STATE OF OREGON)

:

County of Washington)

This instrument was acknowledged before me on _____, 19____,
by _____.

I, _____, or designated Department of Public Works Employee of City of Sherwood do hereby accept on behalf of the City, the above instrument pursuant to the terms thereof this _____ day of _____, 1997.

City of Sherwood

After recording return to:
City of Sherwood
20 Washington St.
Sherwood, OR. 97140



PERMIT OF ENTRY AND AGREEMENT

The City of Sherwood (hereinafter called "CITY") is in the process of acquiring an easement for Murdock Road Project and related utility improvements (hereinafter called "PROJECT"). David Stearns and Sandra Stearns hereinafter called "OWNER") own(s) real property required for the completion of the PROJECT and being that property located at: 23000 SW Murdock Road Sherwood, Oregon. A legal description of the required real property easement(s) is marked Exhibit A, attached hereto and incorporated by reference as though fully set forth herein. A map of the above legal description is also set forth in Exhibit A and incorporated by reference herein.

CITY AND OWNER have agreed to negotiate a fair and equitable price for the property interest described above and any construction easements necessary for the completion of this PROJECT. CITY and OWNER agree to other pertinent considerations as follows:

1. CITY may enter upon said property for the purpose of constructing, maintaining, repairing and completing the PROJECT in a timely manner. This Permit of Entry and Agreement is not intended to prevent lawful use of the PROJECT by the public, including OWNER, for its intended purposes upon completion of construction.
2. CITY and OWNER to continue to negotiate in good faith to reach an equitable and fair price for said property interest. CITY will pay to OWNER the agreed upon amount, upon receipt of signed agreements.
3. CITY agrees to blend existing driveways or road approaches to match new roadway grade as necessary.
4. The OWNER hereby designates the CITY as their agent, for the purpose of filing and processing all land use applications necessary to undertake the PROJECT specified in this Permit of Entry and Agreement.
5. CITY shall prepare, for the OWNER'S signature a permanent easement agreement for the property described above.
6. CITY will indemnify and hold harmless the OWNER, the owner's successor's and/or assigns from claims for injury to person or property as a result of the negligence of the City, its agents or employees in the construction, operation, or maintenance of the project.
7. In the event the CITY and OWNER do not reach an agreement as to an equitable and fair acquisition price by _____, 1996, then CITY agrees to immediately commence condemnation proceedings unless otherwise agreed to by the parties.

DATED this 28 day of AUGUST, 1997.

David Stearns
Owner

Sandra M. Stearns
Owner

CITY OF SHERWOOD

By: [Signature]

Title: CITY ENGR.



2004-14176



SHWX0052
P.G.L.
8-27-96

LEGAL DESCRIPTION FOR
ROADWAY EASEMENT

A portion of that tract of land situated in the southwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon, described in deed to David and Sandra Stearns, recorded as Document No. 87028888 of Washington County Deed Records, said portion being more particularly described as follows:

The west 20 feet of Parcel 1, when measured at right angles to the easterly right-of-way line of Murdock Road.

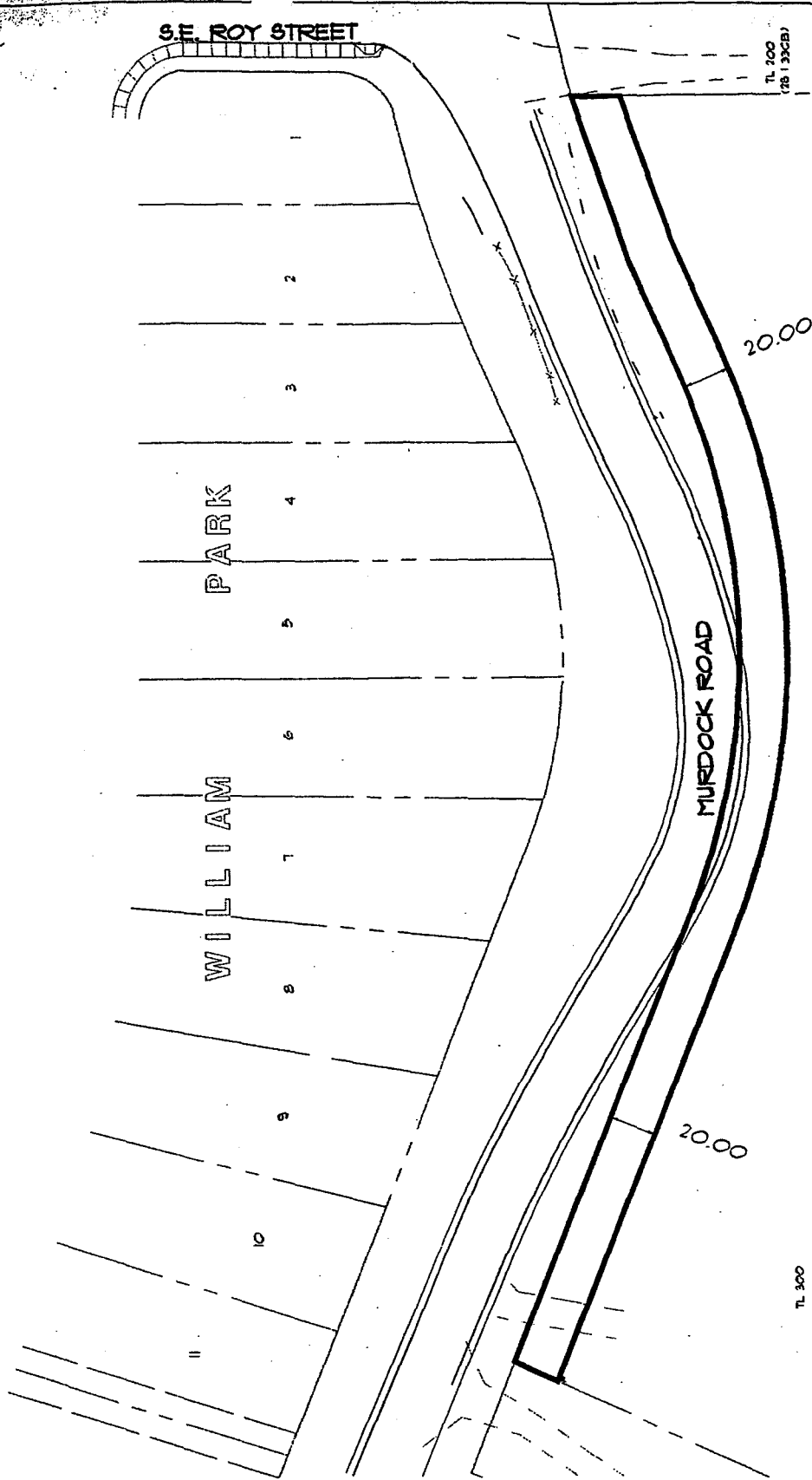
Said portion containing 11362 square feet, or 0.261 acres, more or less.



S.E. ROY STREET

TL 200
(28 133CB)

2004-14176



CITY OF CHEVYCHASE
CITY ENGINEER
CITY OF CHEVYCHASE



TL 300
(25 133CB)

PROJECT

MURDOCK ROAD

SHEET

TITLE

ROADWAY EASEMENT

1

FILE
SHWX0052

DRAWN BY
PGL

DESIGN BY
PGL

SCALE
1" = 70'

DATE
8-27-96

Recorded Document
2004-014176
Murdock Road Easement -
Stearns Property
Reference pages

Not a part of record. For reference use only.

Background/explanatory info
re. Res. 2004-007. CW/

Chris Wiley

From: Jim Callantine
Sent: Friday, December 12, 2003 7:11 AM
To: Chris Wiley
Subject: RE: Murdock or Baker

C.L. Wiley
City Recorder
City of Sherwood

No, I do not have any question these kinds of things are beyond me. I was lucky I am on a consortium representing Sherwood and Washington County for a large scale addressing committee. While I was able to go behind the desk the name I gave you, Teresa, was reluctant to give me any info too. It is like inspectors if they tell a homeowner how to fix a problem then they are liable. We do the same thing here in the city. You should be able to call her, mention my name, and get some better answers then at the front desk.

Jim Callantine
GIS/Eng Tech
City of Sherwood
503-925-2308

-----Original Message-----

From: Chris Wiley
Sent: Thursday, December 11, 2003 5:17 PM
To: Jim Callantine
Subject: RE: Murdock or Baker

Let's go with doing a resolution for the January 13 agenda. I want to get this monkey off my back once and for all and I'm sure you do too. BTW Donna and I were over there Monday this week and although neither mapping or County Records would take the document no one offered any way to remedy the situation even when we asked - so you got a lot farther with them than we did. Must be whose there to answer the questions when you go in. I think I can put the resolution together myself but I'll run it by you before it goes to council or call you if I have any questions.

C.L. "Chris" Wiley
Asst City Mgr/City Recorder
City of Sherwood
20 NW Washington St
Sherwood OR 97140-8032
Office # 503-625-4246
Fax # 503-625-4254

-----Original Message-----

From: Jim Callantine
Sent: Tuesday, December 09, 2003 2:46 PM
To: Chris Wiley
Subject: Murdock or Baker

Chris,

File w/res
2004-007
perm easement
for Murdock
RD. ~~see cap~~ in
Recorded Docs.
file -

I was at Washington County today for a meeting I took a copy of the document on the street name change in and talked to a person in charge of recording these things. She told me a completely different story and informed me that this particular document does have to be signed a notarized. I we do not get a signature the we can place the item on the city council agenda as a Resolution and Order, have it approved, then it is recordable document. Make a legal copy, I am not sure what they mean by that, then bring all of this in or mail it in with a \$47 dollar check. If we get some one to sign and we add Grantor and granteeeverything that needs to be added to the second page then we will save \$20.

They charge \$5 per page to record, \$6 for something else and \$11=\$47. If we have them sign and notarize, all the legal stuff on another form then they will charge a the above \$20 for a non-formal form. The person I talked to was Teresa Eakin 503-846-3907. Any questions let me know.

Jim Callantine
GIS/Eng Tech
City of Sherwood
503-925-2308



City Recorder
20 NW Washington Street
Sherwood OR 97140
Office #625-4246
FAX# 625-5524
Alternate FAX 625-0679

TO: MEMO FOR FILE – Recorded Documents 8/28/97, David and Sandra Stern, Easement for Public Roadway Access

FROM: Chris Wiley

DATE: 6/7/99

In early 1999, Nicki Colliander from Engineering presented the attached document to me for filing at Washington County Recording Section. Nicki had just located the file. Washington County wouldn't accept the document because at the time Mr. & Mrs. Stern signed the document, their signature wasn't notarized. I spoke to Mr. Stern twice by phone during March 1999 and requested that he and Mrs. Stern come to City Hall at their convenience to resign this document so our notary could witness their signature so the City could record their agreement at Washington County. Mr. Stern said he didn't see a need to come in and resign as the easement action had already taken place and he didn't care whether or not it was recorded at County. Therefore, I am placing this document in with the recorded files with this memo provided as explanation.



Purchase Order
City of Sherwood, City Manager's Office
 20 N. W. Washington St. Sherwood, OR 97140
 Phone: (503) 625-4201 Fax: (503) 625-5524

Purchase Order Number: A99228

Date: 01/25/99

POSTED
2/8/99
COPY

Vendor Information

Name: WASHINGTON COUNTY RECORDING	Vendor Number: 4456 (WACO GENERAL)
Phone: SECTION 503-648-8752	Fax:
Address: 155 N. FIRST AVE	Contact: RECORDING DIVISION
HILLSBORO OR 97124-3087	

Ship To: Finance Department

Bill To: Finance Department, 20 N.W. Washington St. Sherwood, OR 97140

Item/Description	Account No.	Qty.	Rec'd.	Price	Total
Record easement to the City from:	002-300-431-370				
David & Sandra Stearns 625-5088					
23000 SW Murdock Rd					
Sherwood OR 97140					
Transaction Date: 8/28/97					
Fee per page - \$5 x 6 pages		6		5.00	30.00
Fee per doc - \$6 per doc.		1		6.00	6.00
Sub-Total					36.00
S & H					
Grand Total					36.00

Comments: Late filing due to document misfile. Please give check to Chris Wiley who will ensure document is recorded.

Requested by: Chris Wiley
Department Director _____
Finance Department _____
City Manager _____

Date 1/25/99
Date _____
Date _____
Date _____

TO THE TREASURER OF
CITY OF SHERWOOD
20 NW WASHINGTON - 625-5522
SHERWOOD, OREGON 97140

BANK
24-22/1230

21361




Pay: *** Thirty-six dollars and Zero cents

Date
02/11/1999

Amount
\$36.00

To the order of:

WASHINGTON COUNTY
SUITE 330, 155 N. FIRST AVE.
HILLSBORO, OR 97123


MAYOR

CITY MANAGER

TREASURER

⑈021361⑈

Security features included. Details on back.

CITY OF SHERWOOD - SHERWOOD, OREGON

21361

Vendor: WASHINGTON COUNTY
Vendor Acct No:

Check Date: 02/11/1999
Check Amount: \$36.00

<u>Invoice Number</u>	<u>Date</u>	<u>Description</u>	<u>Invoice Amount</u>
	01/25/1999	late filing fee due to document misfile	36.00