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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



**EASEMENT**

DATED: September 13, 2004

**AFTER RECORDING RETURN TO:**

City of Sherwood  
Engineering Division  
400 S.E. Willamette Street  
Sherwood, OR 97140

BETWEEN :

**Grantor:**

Cipole Road Holdings, LLC  
8575 S.W. Sorrento Road  
Beaverton, OR 97008

**Grantee:**

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

KNOW ALL MEN BY THESE PRESENTS, that CIPOLE ROAD HOLDINGS, LLC, 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 easement for storm sewer 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", attached hereto, and incorporated by reference herein.
2. A map of the above legal description is set forth in EXHIBIT "B", attached hereto, and incorporated by reference herein.

IN ADDITION THERETO, the Grantor does hereby give unto the City, a temporary easement of ten (10.00) feet in width along and abutting the easterly side and for the full length of the aforementioned and described permanent easement. This temporary easement shall cease to exist thirty (30) calendar days from the date of final acceptance of completed storm sewer improvements construction by the City of Sherwood.

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

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

1. The permanent and temporary easement for storm sewer 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 said storm sewer, 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 storm sewer, appurtenances attached or connected therewith. No building shall be constructed over the easement right-of-way.

2. Grantee will indemnify and hold harmless the Grantor, 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 construction, operation, or maintenance of said storm sewer.
3. The City of Sherwood, upon the initial installation, and upon each and every occasion that said storm sewer 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 or interference with the use granted herein.
4. Grantor may, at its option and expense, relocate said storm sewer improvements and easement, 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 FEE 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 13<sup>th</sup> day of September, 2004.

GRANTOR: CIPOLE ROAD HOLDINGS, LLC,  
an Oregon limited liability company

By Craig E. Prunty  
Craig E. Prunty, Member

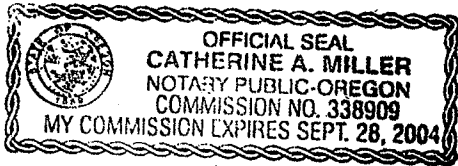


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STATE OF OREGON  
County of Washington ) ss.

This instrument was acknowledged before me this 13<sup>th</sup> of September, 2004 by Craig E. Prunty, Member of Cipole Road Holdings, LLC, an Oregon limited liability company, on its behalf.

Catherine A. Miller



NOTARY PUBLIC FOR OREGON  
My Commission Expires: Sept. 28, 2004

GRANTEE:

Accepted on behalf of The City of Sherwood

This 6<sup>th</sup> day of August, 2004.

Terry Keyes  
Terry Keyes, City Engineer

Ross E. Schultz  
Ross Schultz, City Manager



EXHIBIT "A"

DESCRIPTION of STORM SEWER EASEMENT  
in Tax Lot 1202 (2S 1 21C)  
Cipole Road Holdings, LLC

July 28, 2004  
File: TL1202ES.LEG

A fifteen (15.00) feet wide strip of land within and adjacent the westerly line of that tract of land described in deed to CIPOLE ROAD HOLDINGS, LLC, an Oregon limited liability company, recorded as Document No. 2003-102594, Washington County Deed Records, said strip extending southerly and northerly to the respective limits of said tract; said westerly line of Document No. 2003-102594 is more particularly described as follows, to wit:

Beginning at the south one-quarter corner of Section 21, Township 2 South, Range 1 West of the Willamette Meridian, in Washington County and State of Oregon; thence North 39°28' West (the basis of bearings and courses data is Survey No. 7763, received and recorded November 28, 1960 in the office of Washington County Surveyor) a distance of 495.0 feet to a 1-inch bolt (found, SN 7763); thence North 33°22' West a distance of 213.9 feet to a iron rod (set, SN 7763); thence North 38°53' East a distance of 522.0 feet to a iron rod (set, SN 7763); thence North 25°20' West a distance of 763.85 feet to a point in the center line of Main Ditch (SN 7763).