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EASEMENT

DATED: Quality, 2005

AFTER RECORDING RETURN TO:

City of Sherwood Engineering Division 400 SE Willamette St. Sherwood, OR. 97140 Washington County, Oregon 09/16/2005 03:28:54 PM

2005-113388

09/16/2005 03:28:54 PM D-E Cnt=1 Stn=7 K GRUNEWALD \$25.00 \$6.00 \$11.00 - Total = \$42.00

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.

ecords of said county. Leaving Housen erry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

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BETWEEN:

Grantors:

David and Sandra Stearns 23000 SW Murdock Rd. Sherwood, OR 97140 Grantee:

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

KNOW ALL MEN BY THESE PRESENTS, that See Super Section 1. A second section of 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, sanitary sewer and utility purpose easement over, under, through, across and along the full width and length of the premises described as follows, to wit:

- 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.

Together with a permanent working easement as follows: For installation of storm drainage, sanitary sewer and utility 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 storm drainage, sanitary sewer and utility easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent storm drainage, sanitary sewer and utility purpose 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, 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

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- 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 Grantors, his/her, their 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 the construction, operation, or maintenance of said pipeline.
- 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, 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. Grantors reserve 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 ______

GRANTORS: Dond Steams
STATE OF OREGON))ss County of Washington)
On this S day of Aug , 2005, before me, a notary public in and for said County and State, personally appeared Sandra M. Stearns and Day of Stearns 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

* BRÓNDA M- KIMBLE

above written.

Brenda M Kimble



GRANTEE:

Accepted on behalf of The City of Sherwood

This 23 day 14 UGUST of, 2005.

Even & Thom 27 Ayor

Gene Thomas/City Engineer

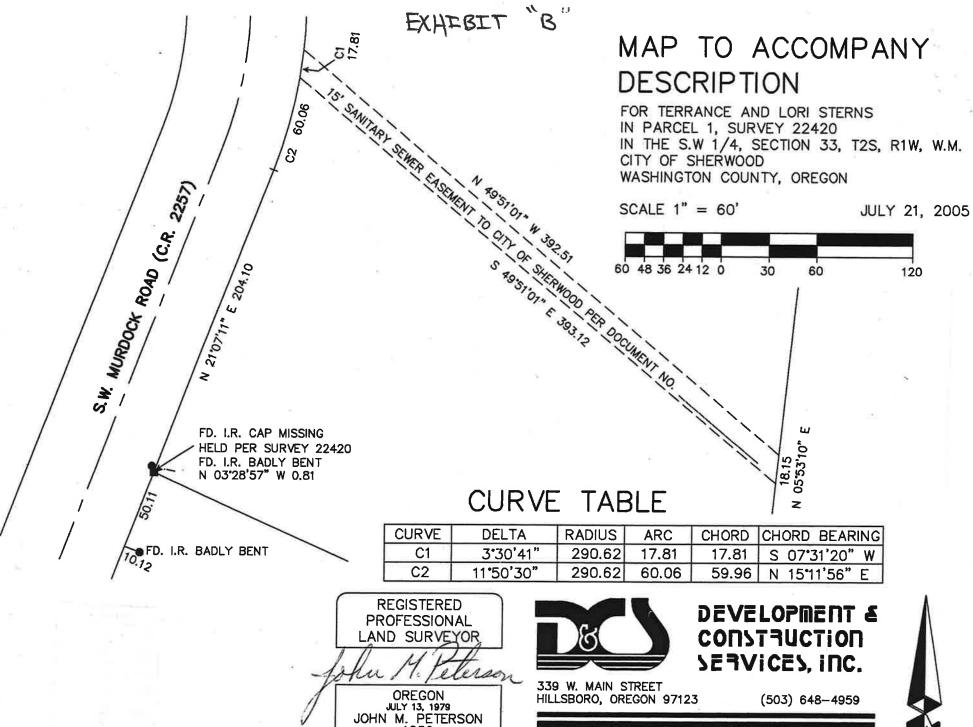
Rob Dixon/Community Development Director



EXHIBIT "A"

A 15.00 FOOT WIDE SANITARY SEWER EASEMENT OVER A PORTION OF THAT CERTAIN TRACT IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON CONVEYED TO DAVID S. STEARNS AND SANDRA M. STEARNS AS PARCEL I IN THE DEED RECORDED AS DOCUMENT NUMBER 87028888 DEED RECORDS OF WASHINGTON COUNTY SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID PARCEL I WHICH POINT BEARS NORTH 05°53'10" EAST 164.15 FEET FROM THE SOUTHEAST CORNER THEREOF, AND RUNNING THENCE NORTH 05°53'10" EAST 18.15 FEET; THENCE NORTH 49°51'01" WEST 392.51 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE (35.00 FEET FROM CENTERLINE) OF S.W. MURDOCK ROAD (CR # 2257); THENCE SOUTHERLY 17.81 FEET ALONG THE ARC OF A 290.62 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS SOUTH 07°31'20" WEST 17.81 FEET); THENCE SOUTH 49°51'01" EAST 393.12 FEET TO THE POINT OF BEGINNING.



1856

RENEWAL 12/31/04

HILLSBORO, OREGON 97123

(503) 648-4959

JOB # 0211015

