DATED: 30 March 2007

AFTER RECORDING RETURN TO:

City of Sherwood **Engineering Department** 22560 SW Pine Street Sherwood, OR. 97140

BETWEEN:

Grantor:

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

Grantee: City of Sherwood 22560 SW Pine Street Sherwood, OR. 97140

Washington County, Oregon

\$25.00 \$6.00 \$11.00 - Total = \$42.00

I, Richard Hobernicht, 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 coupts.

Richard Hobernicht, Director of Assessment and

Taxation, Ex-Officio County Clerk

Cnt=1 Stn=16 D HOFFMAN

04/05/2007 02:34:59 PM

2007-037570

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", 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.

IN ADDITION THEREO, 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 aforementined 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 transfer, 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 rightof-way any trees and other obstructions which may endanger the safety or interfere with the use of said storm sewer, appurtenances attached to or connected therewith. No building shall be constructed over the easement right-of-way.

W National Title Compacts as an accommoded only it has not been examined as to its execution or as to its effect upon the title. itument filed for record by Fidelity Title Company as an accommodation

- 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 the 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 of 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 _______ day of _______, 2007.

GRANTOR: CIPOLE ROAL

CIPOLE ROAD HOLDINGS, LLC an Oregon limited liability company

y Chang Z Trum

STATE OF OREGON) ss County of Washington)



On this day of d

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: 9/12/2010

GR.	AN'	ΓEE:
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Accepted on behalf of The City of Sherwood.

This <u>30</u> day <u>March</u> of, 2007.

Tom Pessemier/City Engineer

Ross Schultz/City Manager

EXHIBIT 'A'

A 15 FOOT WIDE STORM SEWER EASEMENT WITHIN THAT TRACT OF LAND CONVEYED TO CIPOLE ROAD HOLDINGS, LLC BY DOCUMENT NO. 2003-102594, WASHINGTON COUNTY DEED RECORDS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M., CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15 FOOT WIDE STRIP OF LAND LYING EASTERLY OF THE PGE TRANSMISSION LINE EASEMENT, RECORDED IN BOOK 483 PAGES 134-137, WASHINGTON COUNTY DEED RECORDS, THE WESTERLY LINE OF SAID 15 FOOT STRIP BEING COINCIDENT WITH THE EASTERLY LINE OF SAID PGE TRANSMISSION LINE EASEMENT. THE SIDELINES OF SAID 15 FOOT STRIP SHALL BE EXTENDED NORTHERLY AND SOUTHERLY TO THE EXISTING STORM SEWER EASEMENT RECORDED IN DOCUMENT NO. 2004-106185, WASHINGTON COUNTY DEED RECORDS.

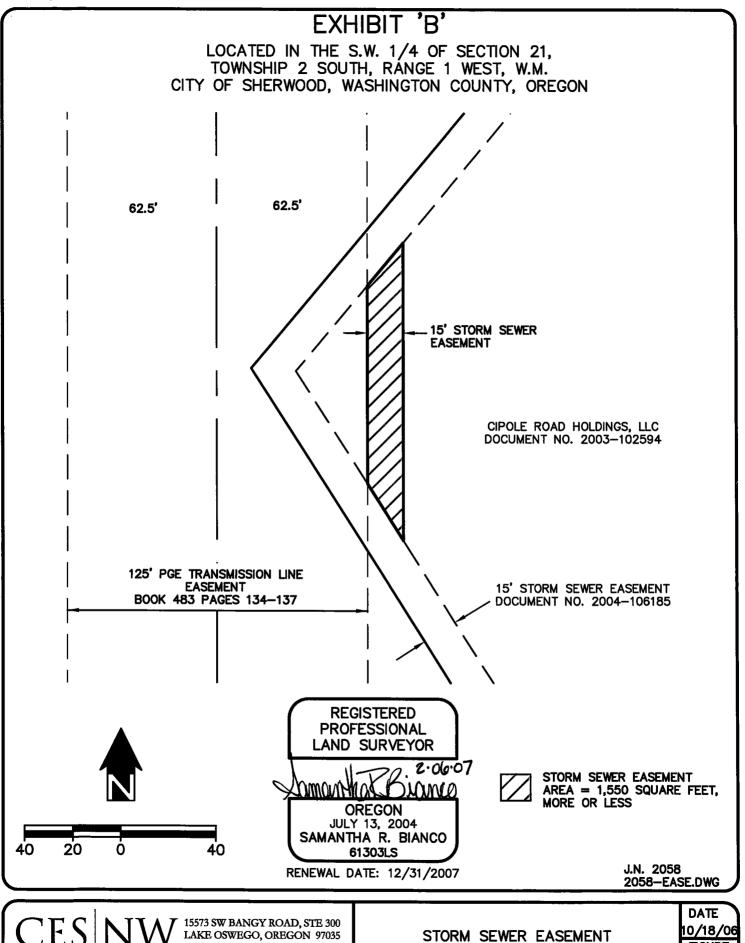
CONTAINING AN AREA OF 1,550 SQUARE FEET, MORE OR LESS.

PREPARED BY CES/NW, INC.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
SAMANTHA R. BIANCO
61303LS

RENEWAL DATE: [Z-31-07]



503.968.6655 www.cesnw.com

STORM SEWER EASEMENT

FIGURE