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I, Richard Hobemicht, 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.

Richard Hobemicht, Director of Assessment and Taxation, Ex-Officio County Clerk



SANITARY EASEMENT

DATED: April 11, 2008

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:

ORWA SHERWOOD LLC
8320 NE Hwy 99
Vancouver, WA 98665

Grantee:

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

THIS GRANT OF A PERMANENT SANITARY EASEMENT is made by and between ORWA SHERWOOD LLC, its successors and assigns ("Grantor") and the City of Sherwood, an Oregon municipal corporation, its successors and assigns ("Grantee" or "City") for the consideration hereinafter stated. The permanent public sanitary easement exists over, under, through, across and along the full width and length of the premises described as follows, ("Easement Area") to wit:

1. A legal description is set forth in EXHIBIT "A," attached and incorporated by reference.
2. A map of the above legal description is set forth in EXHIBIT "B," attached and incorporated by reference.

The true and actual consideration paid for this transfer is \$00.00 and other good and valuable consideration, the receipt of which is acknowledged by Grantor. This document is intended to establish a permanent easement on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein.

TO HAVE AND TO HOLD the above described permanent easement unto City in accordance with the conditions and covenants as follows:

1. The permanent sanitary easement includes the right, privilege, and authority granted to the City to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair a sanitary system, with all appurtenances incident thereto or necessary therewith, and across the Easement Area, and to cut and remove from it any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines and any appurtenances attached to or connected therewith.
2. City upon the initial installation (as applicable) and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, will 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.

3. Grantors may, at his/her/their option and expense, relocate the easement and associated public appurtenances, provided City agrees in writing in advance to the relocation and the City determines the relocation will comply with applicable codes and standards, land use laws and regulations.
4. Grantors will not obstruct or permit anyone else to obstruct the Easement Area. Grantor will not construct or permit anyone else to construct any building or structure of any kind in the Easement Area. Grantor will not perform or permit anyone else to perform any fill or excavation activities within the Easement Area without the City's prior written consent. Grantors will not endanger or permit anyone else to endanger the lateral support of any facilities constructed within the Easement Area.
5. Grantors hereby covenant that Grantors are the owner of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and that Grantors will warrant and defend the easement rights herein granted from all claims whatsoever.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 8th day of May, 2008.

NOTARY PUBLIC
STATE OF WASHINGTON
JOHN M. STEIGER
MY COMMISSION EXPIRES
AUGUST 09, 2009


GRANTORS: ORWA SHERWOOD LLC

By: 
Milton G. Brown, Manager

STATE OF WASHINGTON)
)ss
County of Clark)

On this 8th day of May, 2008, before me, a notary public in and for said County and State, personally appeared Milton O. Brown 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 above written.


NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 8-9-09

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 20th day of May of, 2008


City Engineer


City Manager

Exhibit A (Legal Description)
Sanitary Sewer Easement

Project No. 230
March 21, 2008

A 15.00 feet wide sanitary sewer easement on a portion of the property described in deed to ORWA Sherwood, LLC in document number 2006-011186, Washington County Deed Records, located in the southeast one-quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, in the City of Sherwood, Washington County, Oregon, more particularly described as follow;

Commencing at a 2 inch brass disk marking the East One-Quarter Corner of said Section 29; Thence along the north line of said southeast one-quarter of Section 29, S89°48'21"W 991.09 feet; Thence S00°11'39"E 57.14 feet to the intersection of the southerly right-of-way line of SW Tualatin – Sherwood Road with the easterly right-of-way line of SW Century Drive; Thence along said easterly right-of-way line, S44°07'45"W 36.20 feet to an angle point; Thence continuing along said easterly right-of-way line, S00°11'39"E 187.99 feet to a point of curvature; Thence continuing along said easterly right-of-way line along a tangent curve to the right having a radius of 306.00 feet, a delta angle of 8°05'13", a long chord bearings S03°50'57"W 43.15 feet, and a length of 43.19 feet to a point of tangency; Thence continuing along said easterly right-of-way line along a tangent line, S07°53'34"W 172.43 feet to the True Point of Beginning; Thence leaving said easterly right-of-way line, N89°59'10"E 295.41 feet; Thence N07°53'24"E 186.09 feet; Thence N78°06'08"E 12.02 feet to the westerly line of an existing 20.00 feet wide sanitary sewer easement described in Document Number 82-004921, Washington County Deed Records; Thence along the westerly line of said 20.00 feet wide sanitary sewer easement, S15°11'11"E 15.02 feet; Thence leaving said westerly line, parallel with and 15.00 feet southerly from, when measured at right angles, the northerly line of the herein described 15.00 feet wide sanitary sewer easement, S78°06'08"W 2.34 feet; Thence parallel with and 15.00 feet easterly from, when measured at right angles, the westerly line of the herein described 15.00 feet wide sanitary sewer easement, S07°53'24"W 188.61 feet; Thence parallel with and 15.00 feet southerly from, when measured at right angles, the northerly line of the herein described 15.00 feet wide sanitary sewer easement, S89°59'10"W 310.55 feet to said easterly right-of-way line of SW Century Drive; Thence along said easterly right-of-way line, N07°53'34"E 15.14 feet to the True Point of Beginning.

The above described sanitary sewer easement contains 7,463 square feet, more or less.

The basis of bearings for this description is between found monuments at the east one-quarter corner of Section 29 and the center of Section 29, per survey number 28,065 on file at the Washington County Surveyor's Office.

