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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 county.

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



SANITARY SEWER EASEMENT

DATED: July 21, 2009

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantor:

G GARY L.L.C.
11665 Holmes Point Dr NE
Kirkland, Washington 98034

Grantee:

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

THIS GRANT OF A PERMANENT SANITARY SEWER EASEMENT and a TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT is made by and between G Gary, a Washington Limited Liability Company, it 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 Sewer Easement and Temporary Sanitary Sewer Construction 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 of the Permanent and Temporary Easements is set forth in EXHIBIT "A," attached and incorporated by reference.
2. A map of the above legal description of the Permanent Public Sanitary Sewer Easement 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 temporary Sanitary Sewer Construction Easement includes the right to construct the sanitary sewer system necessary to serve adjoining properties. Said easement to automatically expire two years after City acceptance of the improvements.
2. The permanent Public Sanitary Sewer 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 public sanitary sewer 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.
3. 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.

- 4. Grantor 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.
- 5. Grantor 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.
- 6. Grantor hereby covenants that Grantor is the owner of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and that Grantor will warrant and defend the easement rights herein granted from all claims whatsoever.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 10th day of July, 2009.

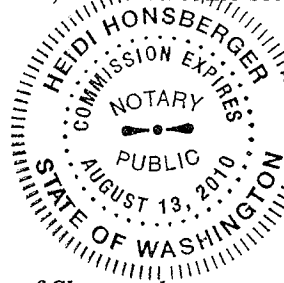
GRANTOR:

[Handwritten signature]

STATE OF OREGON)
)ss
County of Washington)

On this 10th day of July, 2009, before me, a notary public in and for said County and State, personally appeared the above named Gary VanderSanden, who being sworn, stated that he is the signatory member for G Gary, a Washington Limited Liability Company, and that this instrument was voluntarily signed on its behalf and acknowledged that he 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.



[Handwritten signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: _____

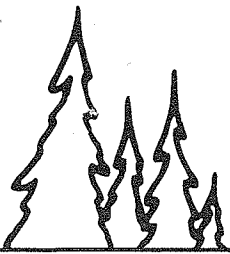
GRANTEE:

Accepted on behalf of The City of Sherwood.

This 21 day of July, 2009

Robert J. Valate 07-20-09
City Engineer TNP

[Handwritten signature] 7-21-09
City Manager



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625
(503) 538-5700 FAX 538-9167
larydell@teleport.com

EXHIBIT "A"

LEGAL DESCRIPTION - Sanitary Sewer Easement

G Gary, L. L. C.

Prepared for Gary VanderSanden

W.O. No. 9104

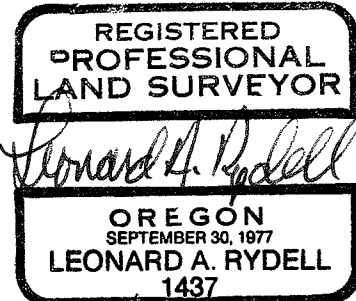
15 June 2009

A 15.00 foot wide non-exclusive public sanitary sewer easement across a portion of that tract of land described in Warranty Deed to G. Gary, LLC, a Washington Limited Liability Company recorded 4 January 2001, Document No. 2001000770, Washington County Deed Records, and located in the Northeast Quarter of the Northwest Quarter of Section 29, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon, and being more fully described based on Survey No. 26,914 as follows:

Beginning at a 5/8-inch iron rebar set by Survey No. 26,914 at the most Northeasterly corner of said VanderSanden tract and being on the Westerly right-of-way line of Pacific Highway 99W; thence South 42° 05' 29" West along the Easterly line of said VanderSanden tract 10.18 feet to the True Point of Beginning of a 15.00 foot wide public sanitary sewer, 7.50 feet wide on each side of the following described centerline; thence South 89° 31' 47" West parallel to and 7.50 feet South of the North line of said VanderSanden tract 701.97 feet to the Terminus Point on the West line of said VanderSanden tract, said easement lines to be shortened or extended to produce a continuous 15.00 foot wide easement.

Said easement containing 10,547 square feet more or less.

TOGETHER WITH a 32.50 foot wide construction easement, said easement being 32.50 feet wide, parallel and adjacent to the North line of said VanderSanden property. Said construction easement to expire two years upon City acceptance of the initial construction of the sanitary sewer improvements to the Terminus Point.



RENEWAL DATE 12/31/10

PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND STORM DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS

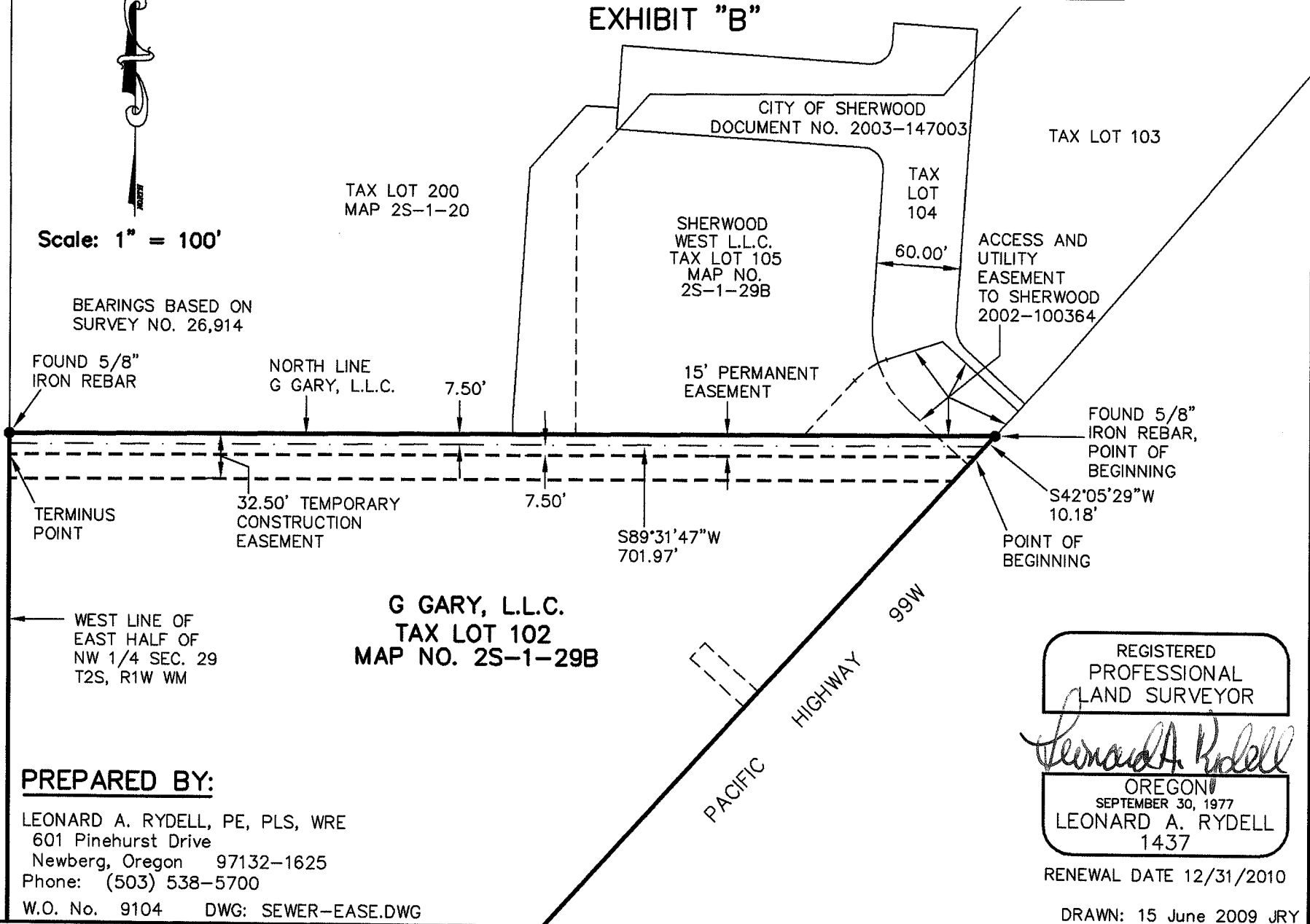
PUBLIC SANITARY SEWER EASEMENT MAP

EXHIBIT "B"



Scale: 1" = 100'

BEARINGS BASED ON
SURVEY NO. 26,914



FOUND 5/8" IRON REBAR

NORTH LINE
G GARY, L.L.C.

7.50'

15' PERMANENT
EASEMENT

FOUND 5/8" IRON REBAR,
POINT OF
BEGINNING

S42°05'29"W
10.18'

POINT OF
BEGINNING

TERMINUS
POINT

32.50' TEMPORARY
CONSTRUCTION
EASEMENT

7.50'

S89°31'47"W
701.97'

WEST LINE OF
EAST HALF OF
NW 1/4 SEC. 29
T2S, R1W WM

G GARY, L.L.C.
TAX LOT 102
MAP NO. 2S-1-29B

PACIFIC
HIGHWAY
99W

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Leonard A. Rydell

OREGON
SEPTEMBER 30, 1977
LEONARD A. RYDELL
1437

RENEWAL DATE 12/31/2010

DRAWN: 15 June 2009 JRY

PREPARED BY:

LEONARD A. RYDELL, PE, PLS, WRE
601 Pinehurst Drive
Newberg, Oregon 97132-1625
Phone: (503) 538-5700

W.O. No. 9104 DWG: SEWER-EASE.DWG