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



SANITARY EASEMENT

DATED: FEBRUARY 2, 20 10

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:
Sherwood School District
23295 SW Main Street
Sherwood, OR 97140

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

THIS GRANT OF A PERMANENT SANITARY EASEMENT is made by and between Sherwood School District, 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 January, 2010.

GRANTORS: [Signature]

STATE OF OREGON)
)ss
 County of Washington)

On this 8th day of January, 2010, before me, a notary public in and for said County and State, personally appeared Dan C. Jamison 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.

Patricia J Arrigoni
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/26/2010

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 19 day of JANUARY, 2010



Robert J. Galati
 Robert Galati
 City Engineer

[Signature] 2-2-2010
 James Patterson
 City Manager
 TP

EXHIBIT A
Public Sanitary Sewer Easement

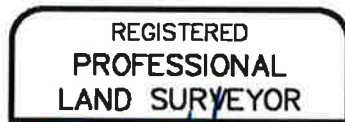
A Public Sanitary Sewer Easement over a portion of those lands described in that Warranty Deed to Union High School District #9 Joint (Sherwood), recorded August 10, 1965 as Book 563 Page 618, Washington County Deed Records located in the Northeast One Quarter of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, Washington County, Oregon said Public Sanitary Sewer Easement being a strip of land 15.00 feet in width, 7.50' on each side of the following described centerline, the sidelines of which are to be shortened or lengthened to terminate at the east line of said Book 563 Page 618:

Beginning at a point on the east line said Book 563 Page 618 where said east line intersects an existing sanitary sewer line, said point bears S00°00'00"E, 87.00 feet more or less from the southeast corner of Lot 13 of the Plat of "Lee Park", recorded in Plat Book 33 Page 37, Washington County Plat Records;

Thence N89°37'31"W, along the existing sanitary sewer line, 318.50 feet to the **Terminus** of said Public sanitary sewer easement centerline.

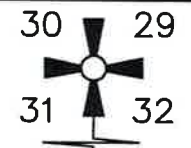
Containing 4,777 square feet more or less.

This legal description along with the basis of bearings thereof was established based on that Warranty Deed to Union High School District #9 Joint (Sherwood), recorded August 10, 1965 as Book 563 Page 618, Washington County Deed Records.

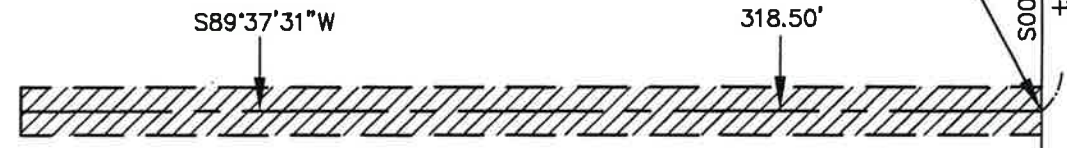
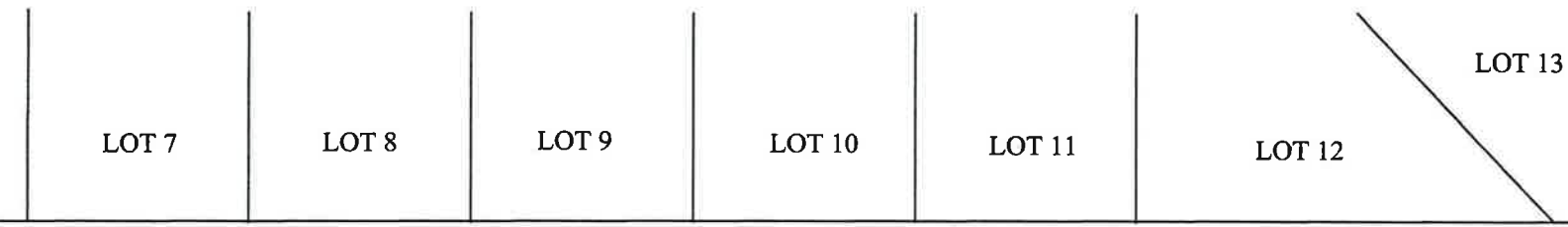


EXP 6-30-2011

EXHIBIT "B"



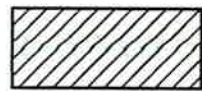
LEE PARK



DEED BOOK 563, PAGE 618
AUGUST 10, 1965



LEGEND



PUBLIC SANITARY SEWER EASEMENT
±4,777 SQUARE FEET

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian K. Henson 11-21-09

OREGON
JANUARY 20, 1998
BRIAN K. HENSON
2855

EXPIRES: 06/30/2011



Harper
Houf Peterson
Righellis Inc.

ENGINEERS ♦ PLANNERS ♦ SURVEYORS
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