

RETURN TO: Clean Water Services
Mail Stop 10
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Project: 10-001875
Tax Lot No.: 2S129A00301
Square Feet: 5741

Washington County, Oregon 2011-037828
06/23/2011 01:07:02 PM
D-E Cnt#1 Stn#11 C WHITE
\$20.00 \$6.00 \$11.00 \$16.00 - Total = \$61.00



01600182201100378280040043

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



EASEMENT FOR WATER QUALITY PRESERVATION, ACCESS, AND STORM AND SURFACE WATER DRAINAGE

GRANTOR'S NAME: City of Sherwood
ADDRESS: 22560 SW Pine Street, Sherwood, OR 97140

GRANTOR, owner of the property described herein, has the authority and does hereby grant unto Clean Water Services, GRANTEE, a non-exclusive perpetual easement in gross to use the real property described in Exhibit A attached hereto and by this reference incorporated herein (Easement Area) for water quality preservation and storm and surface water drainage. This easement includes the right to construct and perpetually maintain storm and surface water drainage and water quality facilities (including vegetation) through, under, and along the Easement Area. This easement includes the right to access the above described easement over and across the land of the GRANTOR for the purpose of maintenance of the easement and facilities therein. This easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns. GRANTEE shall not have any responsibility for pre-existing environmental contamination or for environmental contamination caused by GRANTOR or any third party of the Easement Area.

The consideration for this grant is **nonmonetary**. However, the true consideration is the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Additional terms and conditions set forth below are hereby agreed to and binding upon the parties to this easement:

1. No structure shall be erected on the Easement Area without the written consent of the GRANTEE.
2. One purpose of this easement shall be to preserve water quality by maintaining native vegetation and habitat conditions within the Easement Area. GRANTOR agrees that any vegetation planted by GRANTEE within the Easement Area shall not be removed, destroyed, mowed, altered or sprayed with biocides. GRANTOR may make additional plantings of Oregon native species within the Easement Area and may prune planted vegetation with approval of GRANTEE.
3. GRANTOR agrees that there shall be no filling, excavating or dredging; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the grade or topography of the Easement Area in any manner unless authorized by GRANTEE.
4. GRANTOR agrees that there shall be no damming, dredging or other activities that may be detrimental to water quality within the Easement Area. The scope of this easement includes GRANTEE'S right to remove any barrier to natural creek flow within the Easement Area that may cause flooding of structures subject to the terms of necessary federal, state and local permits. GRANTOR agrees that any activities within the Easement Area which are, in the reasonable opinion of the GRANTEE, materially inconsistent with preserving the natural condition of the Easement Area are prohibited and may be subject to enforcement action.

5. GRANTEE shall take action to enforce the terms of this easement. Enforcement shall include abatement of any prohibited condition or activity within the Easement Area by all means provided under Clean Water Services' Ordinances and Resolution and Orders, and federal and state laws.
6. GRANTEE and its contractors shall confine construction operations to within the Easement Area or make special arrangements with GRANTOR if additional area or access is required.
7. During the time that work is in progress, GRANTEE and GRANTEE'S contractor(s) shall make every effort to maintain the site in a neat and orderly condition. All refuse, excess fill material, etc., shall be removed as soon as practicable. Should the site not be maintained in satisfactory condition, GRANTEE may cause the work to stop until the cleanup portion of the work has been done to the satisfaction of GRANTOR and GRANTEE.
8. This easement shall become effective upon the date accepted below by the General Manager or its Designee of Clean Water Services as indicated below.

GRANTOR: CITY OF SHERWOOD

ACCEPTED

Jim Patterson
 Authorized Signer
City Manager
 Title
5-9-2011
 Date

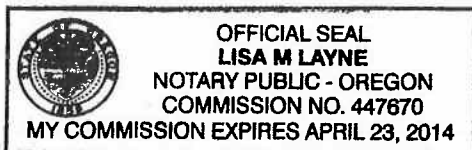
By: *M.P. AIC*
 General Manager or Designee
 Clean Water Services
 Date: *5/20/11*
 "Effective Date"

APPROVED AS TO FORM

Lisa Mershay
 District Counsel

STATE OF *Oregon*)
 County of *Washington*)

This instrument was acknowledged before me on *5-9-11* (date)
 by *Jim Patterson* (name of person) as
City Manager (title) of City of Sherwood (name of entity).



Lisa M. Layne
 Notary Public

**ENGINEERING PLANNING
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



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SHEET 1 OF 2

EXHIBIT A

Legal Description of Easement

A tract of land located in the Northeast One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of Tract 'A' of the Plat of "Sherwood Commercial Center", being a 1/2 inch iron pipe; thence North 89°51'35" East 192.87 feet to a 5/8 inch iron rod at the northwest corner of Document Number 94109382; thence along the west line of said Deed South 05°45'19" West 168.73 feet to a 5/8 inch iron rod at an angle point in said line; thence leaving said west line South 72°52'34" East 73.53 feet to the True Point of Beginning; thence North 55°40'43" East 45.71 feet to a point; thence North 01°08'48" West 20.85 feet to a point; thence South 56°11'48" East 89.78 feet to a point; thence South 50°07'53" West 80.69 feet to a point; thence South 35°43'38" West 12.92 feet to a point; thence North 32°55'56" West 78.10 feet to the True Point of Beginning.

The above described tract of land contains 5,741 square feet, more or less.

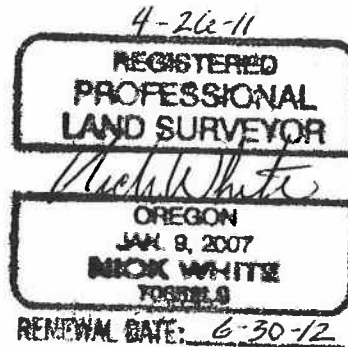
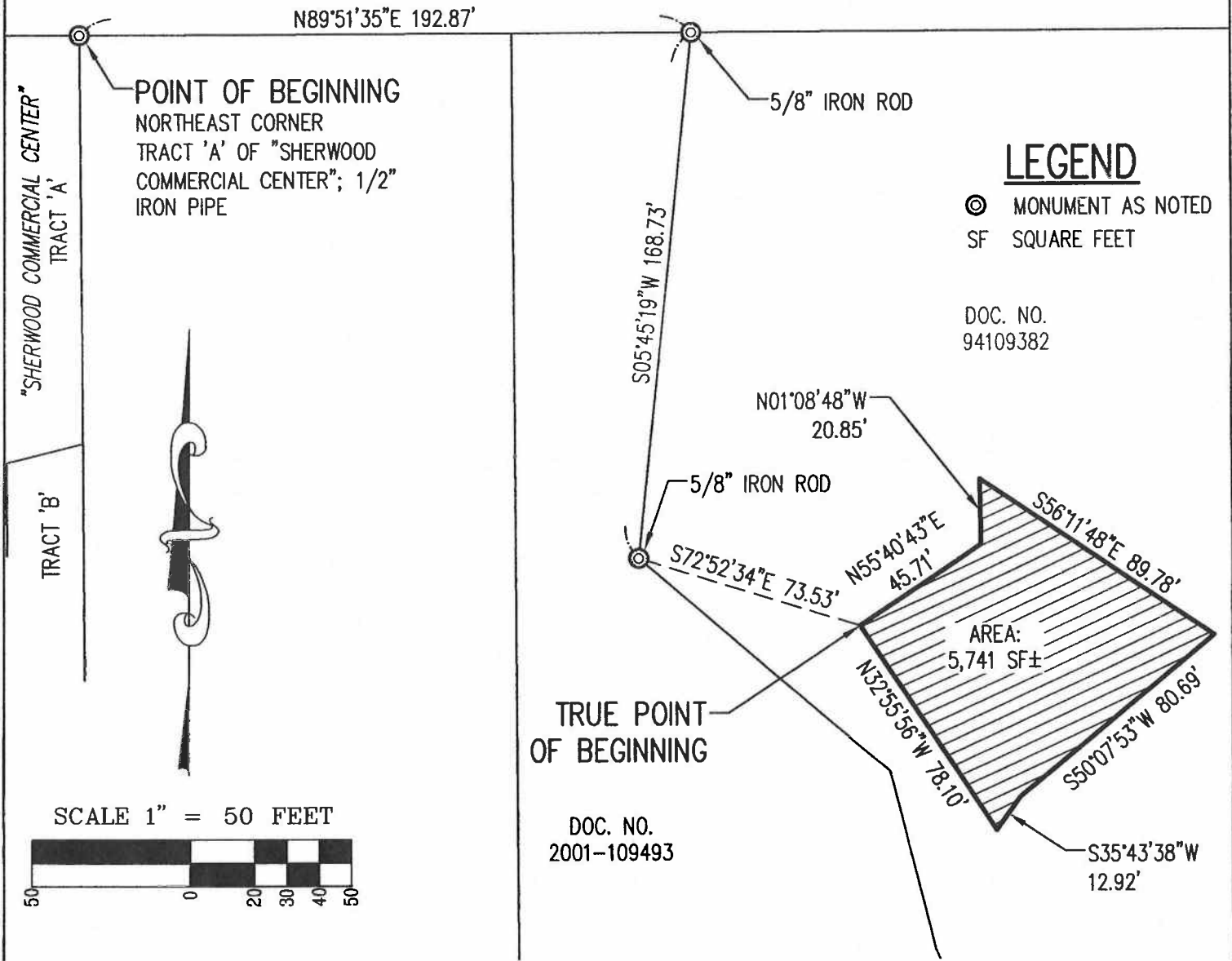


EXHIBIT A MAP OF EASEMENT

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION
29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



4-26-11

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Nick White

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWS: 6/30/12

JOB NAME: COSH EASE
JOB NUMBER: 2812
DRAWN BY: MSK
CHECKED BY: NSW
DWG NO.: 2812EXH

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LICENSED IN OR & WA

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SHERWOOD, OR 97140
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