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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



**STORMWATER EASEMENT**

DATED: April 17, 2013

**AFTER RECORDING RETURN TO:**

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

**BETWEEN:**

**Grantors:**

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

**Grantee:**

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

THIS GRANT OF A PERMANENT STORMWATER EASEMENT is made by and between the City of Sherwood, an Oregon municipal Corporation 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 stormwater 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 stormwater 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 storm drainage 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 17<sup>th</sup> day of April, 2013.

GRANTORS: \_\_\_\_\_

*[Handwritten signature]*

STATE OF OREGON )  
 )ss  
 County of Washington )

On this 17<sup>th</sup> day of April, 2013 before me, a notary public in and for said County and State, personally appeared Joseph Gall 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.

*[Handwritten signature]*  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: May 15 2015

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 17<sup>th</sup> day of April, 2013



*[Handwritten signature]*  
 Robert J. Galati, P.E.  
 City Engineer

*[Handwritten signature]*  
 Joseph Gall, ICMA-CM  
 City Manager

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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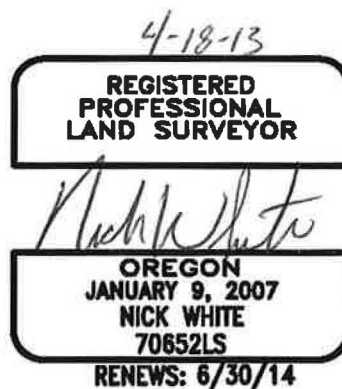
## EXHIBIT A

### Legal Description of Stormwater Easement

A portion of Lot 10 of the plat "Strang's First Addition to Sherwood" located in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap inscribed "DEA INC." at the northwest corner of Lot 10 of the Plat "Strang's First Addition to Sherwood", thence along the north line of said Lot 10 South 88°07'52" East 174.14 feet to the **True Point of Beginning**; thence continuing along said north line South 88°07'52" East 76.00 feet to a point on the westerly right-of-way line of SW Main Street (25.00 feet from centerline); thence along said westerly right-of-way line along a non-tangential curve to the right (Radial: North 89°15'10" West) with a Radius of 925.00 feet, Delta of 01°03'11", Length of 17.00 feet, and a Chord of South 01°16'25" West 17.00 feet to a point; thence leaving said right-of-way along a line parallel and 17.00 feet southerly from said north line North 88°07'52" West 76.43 feet to a point; thence North 02°44'11" East 17.00 feet to the **True Point of Beginning**.

The above described tract of land contains 1,296 square feet, more or less.

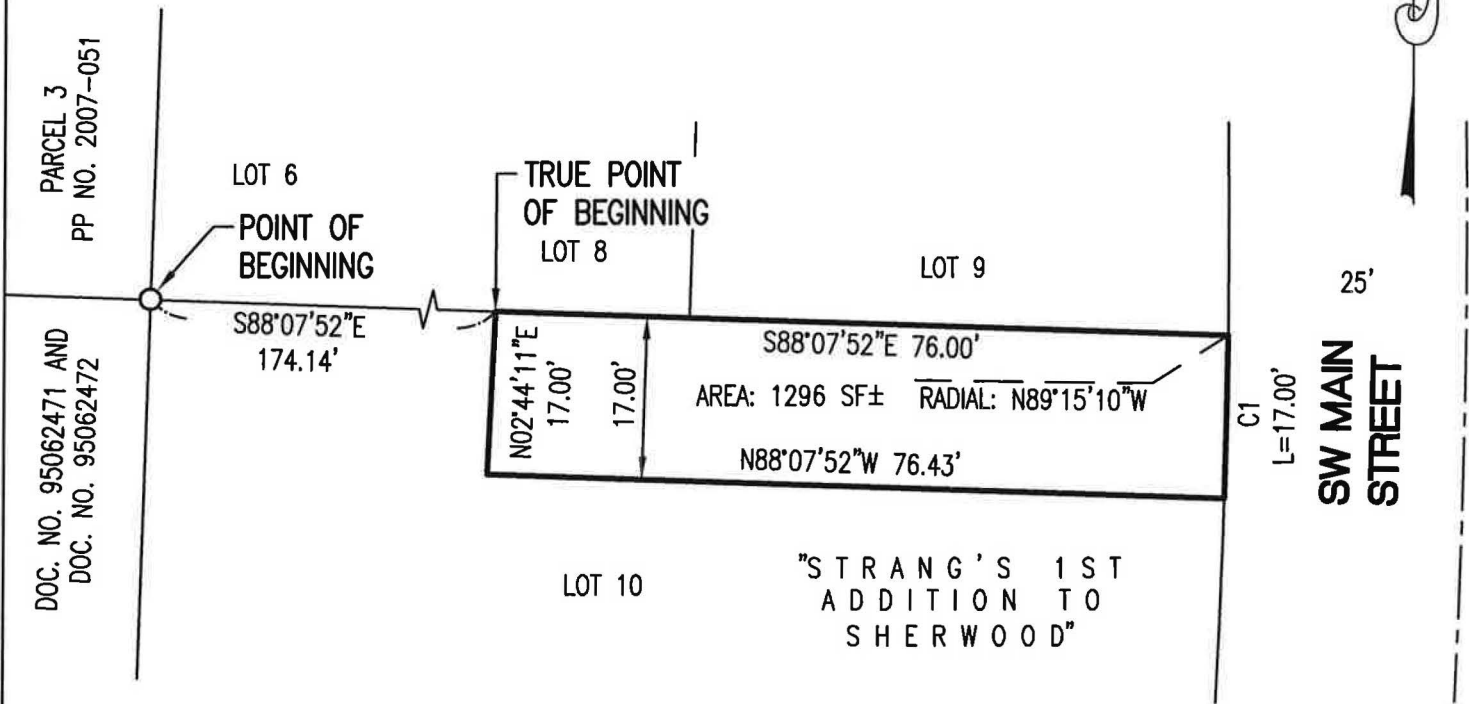


# PREPARED FOR

CITY OF SHERWOOD  
22560 SW PINE STREET  
SHERWOOD, OR 97140

# EXHIBIT B

MAP OF STORMWATER EASEMENT  
A PORTION OF LOT 10 OF THE PLAT "STRANG'S FIRST ADDITION TO SHERWOOD" LOCATED IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



## LEGEND

- 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC."
- DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS
- PP NO. PARTITION PLAT NUMBER PER WASHINGTON COUNTY SURVEY RECORDS
- SF SQUARE FEET

## CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	925.00'	01°03'11"	17.00'	S01°16'25"W 17.00'

4-18-13

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Nick White*

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/14

JOB NAME: COLUMBIA PLA

JOB NUMBER: 3068

DRAWN BY: JOH

CHECKED BY: NSW

DWG NO.: 011613 3068EXB

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE  
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LICENSED IN OR & WA

13910 SW GALBREATH  
DRIVE, SUITE 100  
SHERWOOD, OR 97140  
PHONE: (503) 925-8799  
FAX: (503) 925-8969

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