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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



STORMWATER EASEMENT

DATED: August 2, 2013

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:
Premium Property Sherwood, LLC
c/o Capstone Partners
1015 NW 11th Avenue, Suite 243
Portland, OR 97209

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

THIS GRANT OF A PERMANENT STORMWATER EASEMENT is made by and between **Premium Property 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 non-exclusive 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 non-exclusive easement on the Easement Area, 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 non-exclusive 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. In making use of the Easement Area, Grantee shall: (i) regularly inspect, and, at all times, maintain Grantee's facilities and related equipment in good order and repair and in proper operating condition in accordance with Grantee's routine procedures and schedule for the maintenance of such facilities, and (ii) except in an emergency, all repair and maintenance work shall be performed such that the Easement Area shall not physically be disturbed with not less than seven (7) days prior written notice to Grantor.

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 Grantor, 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. Grantor may, at its option and expense, relocate the Easement Area and associated public appurtenances, provided City agrees in writing in advance to the relocation (not to be unreasonably withheld, conditioned or delayed) and the City determines the relocation will comply with applicable codes and standards, land use laws and regulations.
4. Grantor will not obstruct or permit anyone else to obstruct the Easement Area in any manner that limits the City's rights under this easement in any material respect. 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, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor will not endanger or permit anyone else to endanger the lateral support of any facilities constructed within the Easement Area.
5. Grantor hereby covenants that Grantor is the owner of the Easement Area, which is free from all encumbrances, except for encumbrances, easements, conditions and restrictions of record, and that subject to the foregoing, Grantor will warrant and defend the easement rights herein granted from all claims whatsoever.
6. The City shall not permit any claim, lien or other encumbrances arising from the City's use of the Easement Area to accrue against or attach to the Easement Area or the interest of Grantor in adjacent lands.
7. Subject to any applicable limitations and requirements imposed by the Constitution and statutes of the State of Oregon, including, without limitation, the Oregon Tort Claims Act, the City shall indemnify, protect, defend and hold harmless the Grantor, its successors and assigns for, from and against claims, liabilities, costs and expenses arising out of any negligent act or omission of the City in connection with the construction, operation, or maintenance of the improvements in the Easement Area.
8. If any provision of this easement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision of this easement shall be valid and enforceable to the fullest extent permitted by law.
9. The terms of this easement are intended by the parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this easement constitutes the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this easement. This easement shall be governed by and construed in accordance with the laws of the State of Oregon.
10. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

IN WITNESS WHEREOF, the undersigned Grantor has executed this easement this 24th day of October, 2013.

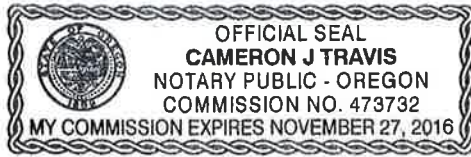
GRANTOR: Premium Property Sherwood, LLC

By: [Signature]
Jeffrey M. Sackett
Operations Co-Manager

STATE OF OREGON)
)ss
County of Washington)
Multnomah

On this 24th day of October, 2013, before me, a notary public in and for said County and State, personally appeared Jeffrey M. Sackett known to me to be the person whose name 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.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: November 27, 2016

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 1st day of NOVEMBER, 2013

[Signature]
Robert J. Galati, P.E.
City Engineer

[Signature]
Joseph Gall, ICMA-CM
City Manager

Approved as to form. [Signature]
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
Proposed Public Storm Sewer Easement
January 30, 2013

A portion of Lot 10, Plat of "Sherwood Cannery Square", recorded as Document No. 2011-089523, Washington County Plat Records, located in the East One-Half of the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, of the Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod with an orange plastic cap inscribed "HHPR INC" at the most easterly corner of said Lot 10, Plat of "Sherwood Cannery Square";

Thence S47°24'13"W, along the southeasterly line of said Lot 10, 13.00 feet to a point;

Thence leaving said southeasterly line N02°20'22"E, 7.77 feet to a point;

Thence N42°43'29"W, 177.48 feet to a point;

Thence N47°16'31"E, 2.00 feet to a point;

Thence N42°43'29"W, 55.00 feet to a point;

Thence N47°16'31"E, 5.50 feet to the northeasterly line of said Lot 10;

Thence S42°43'29"E, along the northeasterly line of said Lot 10, 238.00 feet to the Point of Beginning.

Containing 1,690 square feet more or less.

See attached Exhibit "B" entitled "Proposed Public Storm Sewer Easement" hereby incorporated by reference.

This legal description and the basis of bearings thereof, is based upon the Plat of "Sherwood Cannery Square", recorded as Document No. 2011-089523, Washington County Plat Records.

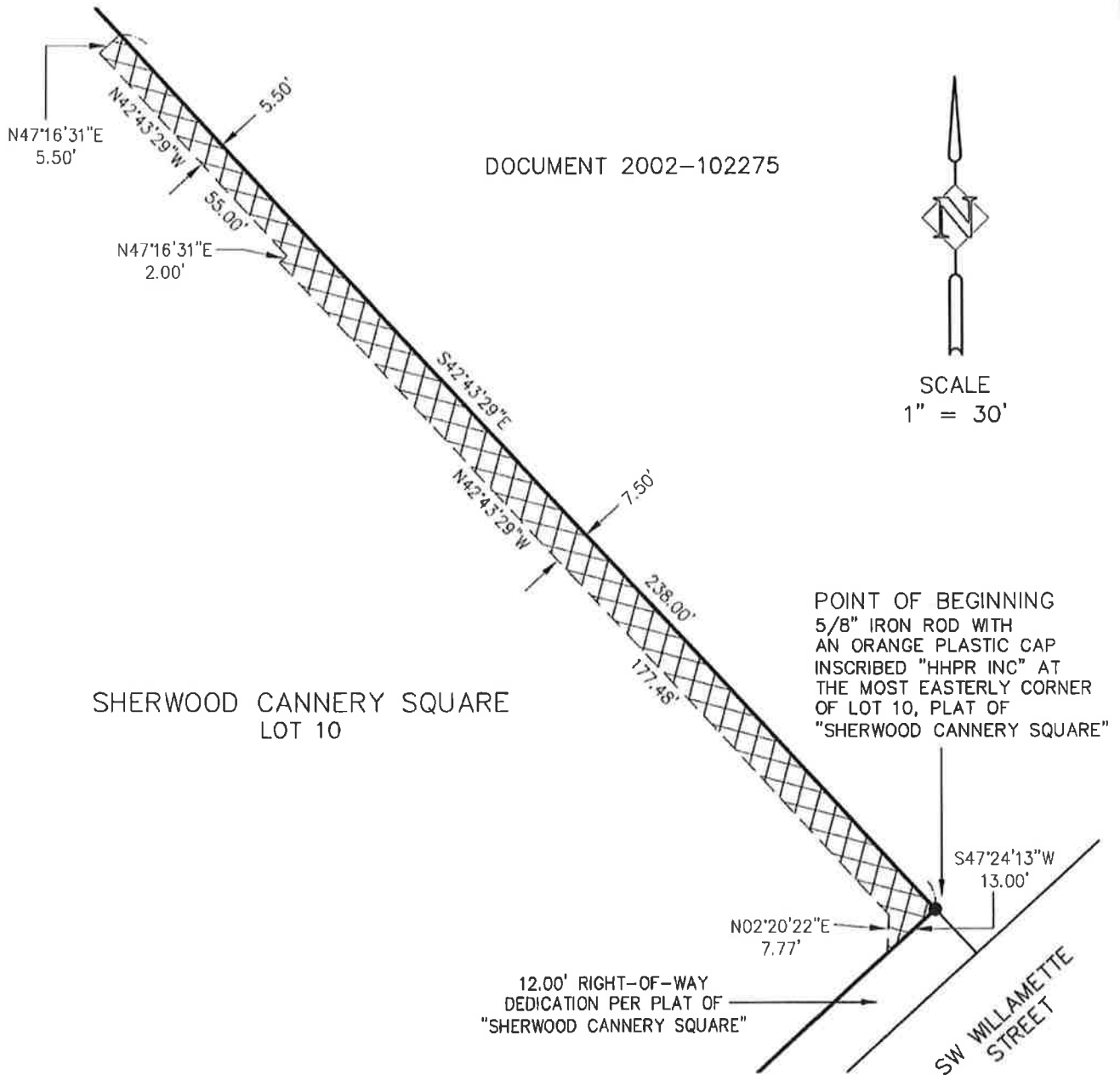
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60070 LS

12-31-13

EXHIBIT "B"
PROPOSED PUBLIC STORM SEWER EASEMENT

DOCUMENT 2002-102275



SHERWOOD CANNERY SQUARE
 LOT 10

POINT OF BEGINNING
 5/8" IRON ROD WITH
 AN ORANGE PLASTIC CAP
 INSCRIBED "HHPR INC" AT
 THE MOST EASTERLY CORNER
 OF LOT 10, PLAT OF
 "SHERWOOD CANNERY SQUARE"

12.00' RIGHT-OF-WAY
 DEDICATION PER PLAT OF
 "SHERWOOD CANNERY SQUARE"

SW WILLAMETTE
 STREET

LEGEND



PROPOSED PUBLIC STORM
 SEWER EASEMENT
 ± 1,690 SQ.FT.

SEE ATTACHED
 LEGAL DESCRIPTION



**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

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