

Public Utility Easement

DATED: October 6, 2014

AFTER RECORDING RETURN TO:

City of Sherwood
Engineering Dept.
22560 SW Pine St
Sherwood, OR 97140

Washington County, Oregon	2014-063582
D-E	
Stn=4 K GRUNEWALD	10/07/2014 10:08:11 AM
\$20.00 \$11.00 \$5.00 \$20.00	\$56.00
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	

BETWEEN:

Grantor:
D. R. Horton, Inc.-Portland
4380 SW Macadam Ave., Suite 100
Portland, OR 97239

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

THIS GRANT OF A PUBLIC UTILITY EASEMENT is made by and between D. R. Horton, Inc.-Portland, a Delaware 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 public utility 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 consideration for this conveyance is \$00.00. However, the actual consideration consists of other value given, which value constitutes the whole consideration.

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. The easement granted shall not prevent Grantor from the use of said property provided, however, that such use shall not be permitted to interfere with the rights herein granted. Grantor shall not be permitted to endanger the lateral support of any facilities constructed within the easement granted herein.

Grantor hereby covenants to and with Grantee 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.

Grantee (and other public or private entities or persons Grantee deems in its sole discretion as appropriate) shall have the right to use the property for utility purposes, including but not limited to water, wastewater, drainage, electric, fiber optic, telephone and cable and shall have the right to install, construct, operate, maintain, repair, replace and reconstruct said facilities as Grantee may deem necessary over, across, through, in and under the property described in Exhibits "A" and "B."

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.

FIRST AMERICAN BLDGS 2014-177

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 12TH day of September 2014.

D. R. HORTON, INC.-PORTLAND

[Signature]
M. Scott Clark, Division President

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me this 12TH day of September, 2014, by M. Scott Clark, Division President of D. R. Horton, Inc. - Portland, a Delaware corporation.

[Signature]

Notary Public



GRANTEE:

Accepted on behalf of The City of Sherwood.

This 6th day of October, 2014

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

10/6/14
Date

[Signature]
Joseph Gall, ICMA-CM, City Manager

10/6/14
Date



EXHIBIT A

September 12, 2014

LEGAL DESCRIPTION
Public Utility Easement

Job No. 101-033

A portion of Lots 20 and 21, plat of "Daybreak", Washington County Plat Records, being in the Southwest Quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 21;

thence along the southerly line of said Lot 21, South 89°57'30" West, a distance of 9.00 feet;

thence leaving said southerly line, North 00°01'53" West, a distance of 100.00 feet to a point on the northerly line of said Lot 20;

thence along the northerly line of said Lot 20, North 89°57'30" East, a distance of 1.00 feet to an angle point;

thence continuing along said northerly line, South 76°00'15" East, a distance of 8.25 feet to the Northeast corner of said Lot 20;

thence along the westerly Right-of-Way line of SW Derby Terrace, South 00°01'53" East, a distance of 98.00 feet to the POINT OF BEGINNING.

Containing 892 square feet, more or less.

Basis of bearings per plat of "Daybreak", Washington County Survey Records.

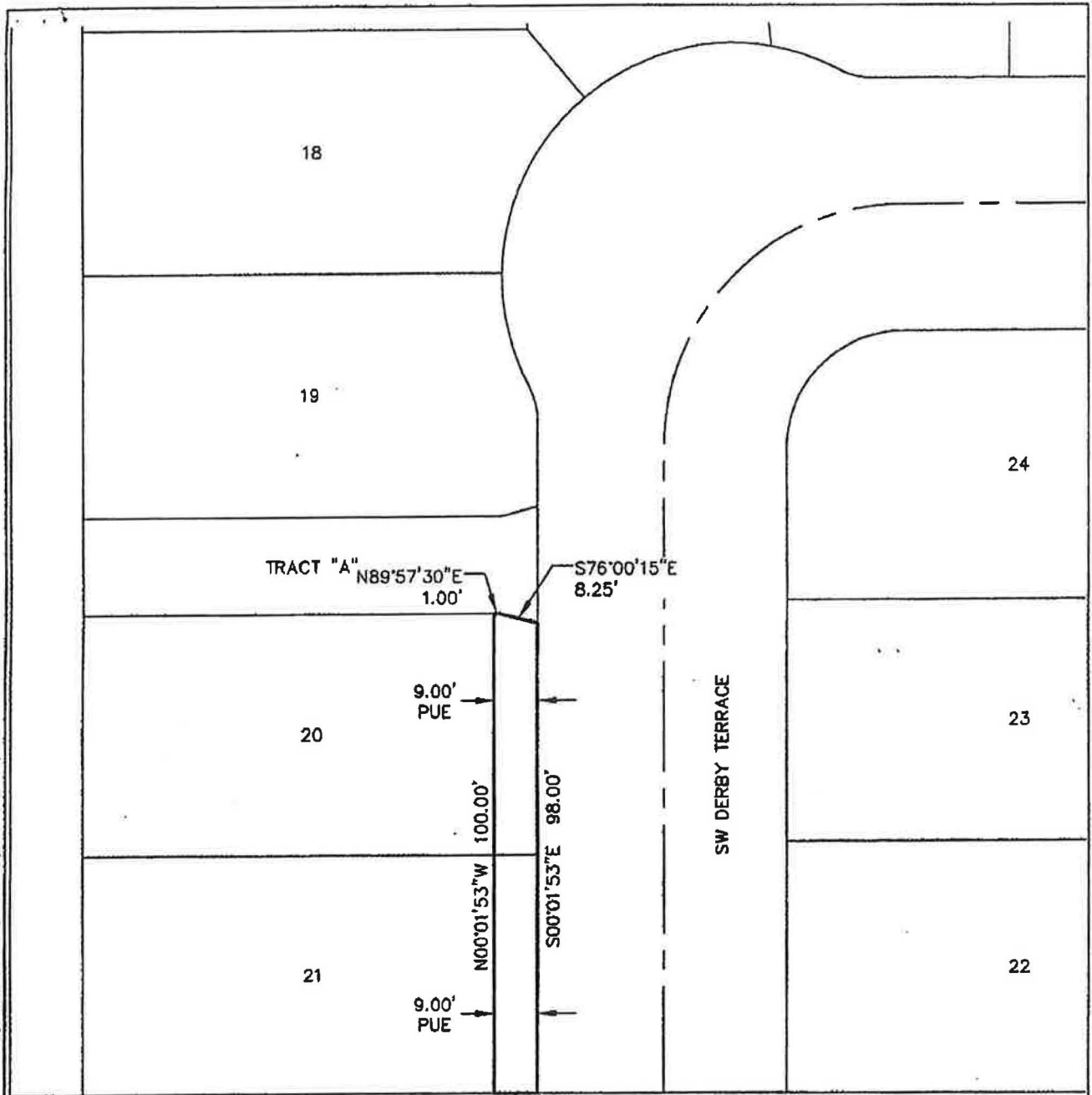
REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2015

N:\proj\101-033\09 Drawings\06 Survey\Legals\101033.PUE and Additional Legal Description.dwg - SHEET: (1) 9 Foot PUE Sep. 12. 14. - 2:34 PM.cpl



S89°57'30"W 9.00'

POB



EXHIBIT B
PUBLIC UTILITY EASEMENT

DRAWN BY: CLL DATE: 9/12/14
 REVIEWED BY: TCJ DATE: 9/12/14
 PROJECT NO.: 101-033
 SCALE: 1"=30'
 PAGE 2 OF 2



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 Tigard, OR 97223
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