

Washington County, Oregon **2018-043174**
 D-E **06/22/2018 01:13:52 PM**
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 \$15.00 \$11.00 \$5.00 \$60.00 **\$91.00**

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

FENCE EASEMENT

DATED: June 8, 2018

JUN 21 2018

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:
 Venture Properties, Inc.
 4230 Galewood #100
 Lake Oswego, OR 97035

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

THIS GRANT OF A PERMANENT FENCE EASEMENT is made by and between Venture Properties, Inc., 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 fence 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.

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 fence 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 fence, 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 fence 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 or 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

FIRST AMERICAN BLDG SW 2018-22

First American Title Accommodation
Recording Assumes No Liability

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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.

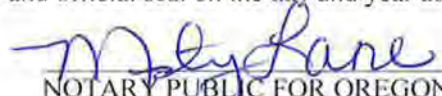
IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 31st day of May 2018.


 Kelly Ritz
 President, Venture Properties Inc.

STATE OF OREGON)
)ss
 County of Clackamas)

On this 8th day of JUNE, 2018, before me, a notary public in and for said County and State, personally appeared Kelly Ritz 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.

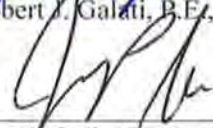

 NOTARY PUBLIC FOR OREGON
 My Commission Expires: April 06, 2020

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 8th day of June, 2018


 Robert J. Galati, P.E., City Engineer


 Joseph Gall, ICMA-CM, City Manager

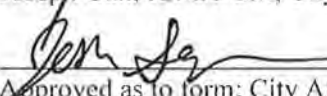

 Approved as to form: City Attorney



EXHIBIT "A"

Tract I, Mandel Farms No. 4, City of Sherwood, County of Washington and State of Oregon.