

City of Sherwood, Oregon  
Resolution No. 2004 - 013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY AN AMENDMENT TO A WELL PROTECTION EASEMENT AND DEED OF PARTIAL CONVEYANCE IN FAVOR OF RENAISSANCE CUSTOM HOMES, LLC WHICH REDUCES THE SIZE OF THE CITY'S PERMANENT RESTRICTIVE EASEMENT FOR A WATER WELL FROM 100 FEET TO 50 FEET TO COMPORT WITH STATE LAW.

**WHEREAS**, the City currently has a 100 foot perpetual restrictive easement in an area generally described as the 100 foot radius from the public water well running over and across a portion of Lots 6,7 and 8 of Renaissance at Cedar Creek East as the easement is noted on Plat Note 7, page 2 of the Cedar Creek East Plat (Document No. 2003047571).

**WHEREAS**, the City is, for purposes of rules relating to the construction and maintenance of public water systems, a "water supplier" and thus subject to the terms of Oregon Administrative Rules Chapter 333, Division 061.

**WHEREAS**, under the terms of OAR 333-061-0050(2)(a)(C) water suppliers (like the City) to areas served by community gravity sanitary sewers need to maintain ownership and control of an area encompassed with fifty foot (50') perpetual restrictive easement for well protection purposes.

**WHEREAS**, Sherwood is served by a community gravity sanitary sewer system.

**WHEREAS**, the City is willing to adjust the area of the restrictive easement from 100 feet to 50 feet, thereby comporting with the terms of OAR 333-061-0050(2)(a)(C) and convey the City's interest in the adjustment to Renaissance Custom Homes, LLC .

**WHEREAS**, the City Council believes the conveyance to Renaissance Custom Homes, LLC is in the public interest inasmuch as the reconveyance will allow for an orderly and efficient use of the lots affected by the restrictive easement.

**NOW THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

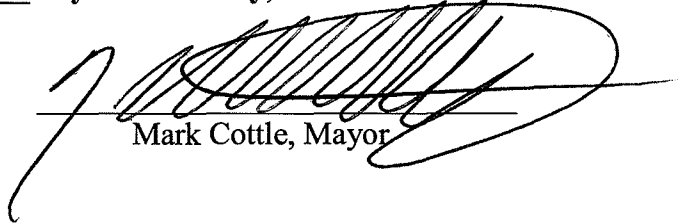
Section 1. Authorization.

The City Manager is hereby authorized to sign, on behalf of the City a document substantially in the form attached hereto as Exhibit 1 which document is intended to amend the well protection easement reflected as Plat Note 7, page 2 of the Cedar Creek East Plat (Document No. 2003047571) reducing the size thereof from 100 feet to 50 feet.

Section 2. Effective Date:

This Resolution shall become effective immediately upon its passage and approval by the Mayor.

**Duly passed by the City Council this 10<sup>th</sup> day of February, 2004.**

  
Mark Cottle, Mayor

Attest:

  
C.L. Wiley, City Recorder

After Recording Return To:  
Douglas L. Gallagher,  
Scott Hookland LLP  
PO Box 23414 Tigard, OR 97281

Until a Change is Requested

All Tax Statements Shall Be Sent to:  
Renaissance Custom Homes, LLC,  
1672 Willamette Falls Dr., West Linn, Oregon 97068.

**AMENDMENT TO WELL PROTECTION EASEMENT AND DEED OF PARTIAL CONVEYANCE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the City of Sherwood, an Oregon municipal corporation (hereinafter referred to as "Grantor"), and Renaissance Custom Homes, LLC, an Oregon limited liability company (hereinafter referred to as "Grantee").

**WITNESSETH:**

NOW THEREFORE, in consideration of the mutual terms, agreements, covenants and conditions herein contained, it is agreed as follows:

**1 RECITALS**

1.1 Grantee is the owner of certain real property located in Washington County, Oregon as described in the plat entitled RENAISSANCE AT CEDAR CREEK EAST, recorded on March 28, 2003 in the real property records of Washington County, Oregon as document number 2003047571 (hereinafter referred to as the "Cedar Creek East Plat").

1.2 Grantor is the owner of a perpetual restrictive easement generally described as an approximate 100 foot radius from a public water well that runs over and across a portion of Lots 6, 7 and 8, Renaissance At Cedar Creek East in the City of Sherwood, County of Washington, and State of Oregon, as more particularly depicted on page 1 and described in Plat Note 7 on page 2 of the Cedar Creek East Plat (hereinafter referred to as the "Well-Head Easement").

1.3 The lots described in the Cedar Creek East Plat are to be served by a community gravity sanitary sewer.

1.4 Grantor is willing to release and convey to Grantee all of Grantor's right, title and interest in a portion of the above-described Well-Head Easement, on the terms and conditions set forth below, for the purpose of reducing the Well-Head Easement from what is generally described in the above-described Plat as a 100 foot radius well easement to a perpetual restrictive 50 foot radius well easement as described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated by this reference herein.

**2 CONSIDERATION**

The true and actual consideration paid for this transfer and the agreements contained herein, stated in terms of dollars is \$0.00. However, the actual consideration consists of Grantee's agreement to pay all necessary surveying expenses, recording fees and the attorney's fees which either Grantee or Grantor incur in the preparation of this document and the other documents to be entered into or needed by the parties hereto to effectuate this amendment and partial reconveyance.

**3 MODIFICATION TO WELL PROTECTION EASEMENT AND PARTIAL CONVEYANCE**

3.1 The legal description of the Well-Head Easement dedicated by the Cedar Creek East Plat, as depicted on page 1 thereof and described in Plat Note 7 on page 2 therein, is hereby released, and deleted in its entirety and replaced by that certain legal description set forth on Exhibit A and as depicted in Exhibit B, which is hereby conveyed to Grantor as a well protection easement for the benefit of the City of Sherwood.

3.2 Grantor does hereby release and quit claim to Grantee all of Grantor's right, title and interest in and to the Well-Head Easement reserved in the Cedar Creek East Plat which is not described or depicted by the legal description set forth in Exhibit A or depicted in Exhibit B.

**4 NOTICE**

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

**GRANTOR:**  
City of Sherwood

**GRANTEE:**  
Renaissance Custom Homes, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Randal S. Sebastian, Manager/Member

STATE OF OREGON            )  
  )ss  
County of Washington        )

The foregoing instruction and instrument was acknowledged before me by Randal S. Sebastian as the Manager/Member of Renaissance Custom Homes, LLC on this day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

Notary Public for Oregon  
My Commission Expires:

\*\*\*\*\*  
STATE OF OREGON            )  
  )ss  
County of Washington        )

The foregoing instruction and instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A well easement for the benefit of the City of Sherwood, located On Lots 6 and 8 per plat of "Renaissance at Cedar Creek East" in the Northeast One-Quarter of the Southeast One-Quarter of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

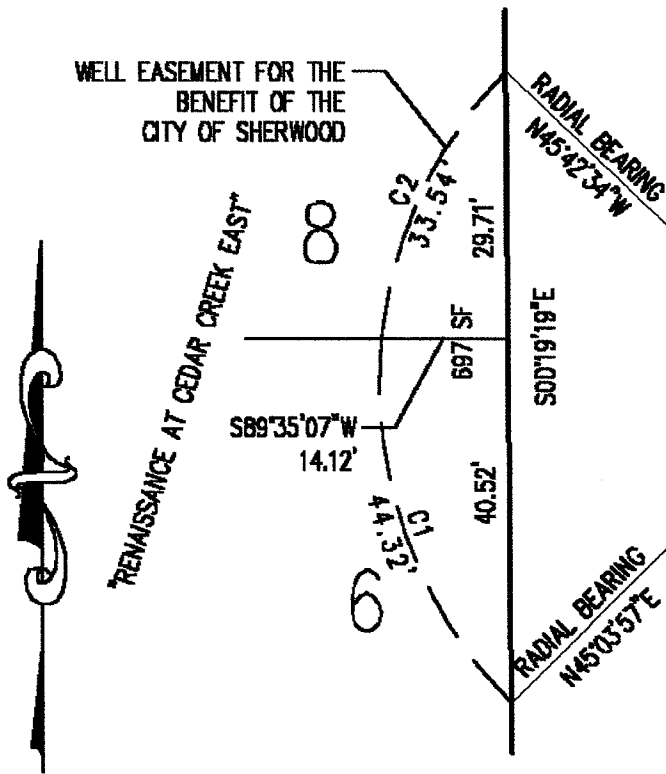
Beginning at the Southeast Corner of Lot 8 per plat of "Renaissance at Cedar Creek East", said point also being the Northeast Corner of Lot 6 per said plat; thence along the East property line of said Lot 6, S00°19'19"E 40.52 feet to a point; thence leaving said East property line, along a curve to the right with a radial bearing of N45°03'57"E, a length of 44.32 feet, a radius of 50.00 feet, a central angle of 50°47'13", and a chord that bears N19°32'27"W 42.88 feet to a point, said point being on the property line common to said Lots 6 and 8; thence along a curve to the right with a length of 33.54 feet, a radius of 50.00 feet, a central angle of 38°26'16", and a chord that bears N25°04'18"E 32.92 feet, to a point on the East property line of said Lot 8, said point having a radial bearing of N45°42'34"W; thence along said East property line S00°19'19"E 29.71 feet to the said point of beginning.

The above described easement contains 697 square feet, more or less. The Basis of Bearings for this Legal Description is per the plat of "Renaissance at Cedar Creek East."

# EXHIBIT B

WELL EASEMENT FOR THE BENEFIT OF THE CITY OF SHERWOOD, LOCATED ON LOTS 6 AND 8 PER PLAT OF "RENAISSANCE AT CEDAR CREEK EAST" IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

THE BEARINGS AND DISTANCES FOR THIS EXHIBIT MAP ARE BASED ON THE PLAT OF "RENAISSANCE AT CEDAR CREEK EAST", RECORDED WITH THE WASHINGTON COUNTY SURVEYOR'S OFFICE.



**C1**  
 LENGTH: 44.32'  
 RADIUS: 50.00'  
 CENTRAL ANGLE: 50°47'13"  
 CHORD BEARING: N19°32'27"W  
 CHORD LENGTH: 42.88'

**C2**  
 LENGTH: 33.54'  
 RADIUS: 50.00'  
 CENTRAL ANGLE: 38°26'16"  
 CHORD BEARING: N25°04'18"E  
 CHORD LENGTH: 32.92'

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 15, 2003  
 MONTGOMERY B. HURLEY  
 58542LS  
 RENEWAL DATE: 6/30/05

SCALE 1" = 20 FEET



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LICENSED IN OR & WA



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

E-MAIL: aks@aks-eng.com

**PREPARED FOR:**

RENAISSANCE CUSTOM  
 HOMES, LLC.  
 1672 WILLAMETTE FALLS DRIVE  
 WEST LINN, OR 97068

**JOB NAME:** RENAISSANCE AT CEDAR  
 CREEK EAST

**JOB NUMBER:** 746

**DRAWING NUMBER:** WELL-EASEMENT

**DRAWN BY:** HAM

**CHECKED BY:** MBH