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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



WATER LINE EASEMENT

DATED: November 14, 2009

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:

SHERWOOD SCHOOL DISTRICT
23295 SW MAIN STREET
SHERWOOD, OREGON 97140

Grantee:

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between SHERWOOD SCHOOL DISTRICT, 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 water line 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 water line 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 water line 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 14 day of Nov., 2009.

GRANTORS: [Signature]

STATE OF OREGON)
)ss
 County of Washington)

On this 14th day of November, 2009, before me, a notary public in and for said County and State, personally appeared Dan C. Jamison 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.

Patricia J. Arrigoni
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/26/2010

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 8th day of January, 2010



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

[Signature]
 James Patterson, City Manager

EXHIBIT A
For
Public Water Line Easement

A 10.00 foot Public Water Line Easement over portions of those lands described in that Warranty Deed to Union High School District #9 Joint (Sherwood), recorded August 10, 1965 as Book 563 Page 620 and that Warranty Deed to Union High School District #9 Joint (Sherwood), recorded August 10, 1965 as Book 563 Page 618, and that Oregon Circuit Court Case C981033CV, Washington County Deed Records located in the Northeast One Quarter of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, Washington County, Oregon said easement being a 10.00 foot strip, 5.00 feet on each side the following described centerline, the sidelines of which are to be shortened or lengthened to terminate at all angle points and the north boundary line of said property. The centerline of said easement being more particularly described as follows:

Commencing at a 5/8" iron road with a 1 1/2" aluminum cap inscribed "G & L Land surveying, Inc." set in that survey recorded as Survey No. 29,571, Washington County Survey Records marking a centerline angle point in N. W. Meinecke Road west of the intersection point of N. W. Meinecke Road and Sir Lancelot Lane;

Thence S89°16'51"E, along the centerline of said N.W. Meinecke Rd as located in said Survey No. 29,571, 488.37 feet to a point;

Thence S00°43'09"W, 37.00 feet to a point on the south right of way line of said N.W. Meinecke Road as dedicated by Document No. 2002-116981, Washington County Deed Records and the **True Point of Beginning**;

Thence S04°12'33"W, 70.15 feet to a point; Thence S00°17'24"W, 136.14 feet to a point; Thence S57°16'21"W, 78.38 feet to a point; Thence S12°39'24"W, 53.31 feet to a point; Thence N77°49'05"W, 56.89 feet to a point; Thence S59°22'42"W, 30.44 feet to a point; Thence S01°06'49"W, 159.72 feet to centerline Point A; Thence N88°57'34"W, 23.08 feet to a point; Thence returning to Point A and continuing S01°06'49"W, 94.34 feet to a point; Thence S01°49'23"E, 103.15 feet to a point 5.00 feet easterly of when measured at right angles to of the west line of said Warranty Deed recorded in Book 563, Page 618; Thence S00°43'14"W, 272.53 feet to a point; Thence S02°11'03"E, 20.04 feet to a point; Thence S00°40'35"W, 44.99 feet to a point; Thence S88°57'34"E, 29.13 feet to centerline Point B; Thence S00°43'32"W, 41.24 feet to a point; Thence S44°16'28"E, 56.63 feet to a point; Thence returning to Point B and continuing S88°57'34"E, 492.23 feet to the Terminus Point of said easement centerline.

Containing 17,524 square feet more or less.

This legal description along with the basis of bearings thereof was established based on that survey recorded as Survey No. 29,571, Washington County Survey Records



EXHIBIT "B"

S00°43'09"W
37.00'

NW MEINECKE RD.

S89°16'51"E 488.37'

POINT OF COMMENCEMENT
5/8" IRON ROD WITH ALUMINUM
CAP INSCRIBED "G&L LAND
SURVEYING, INC."
SET IN SN 29,571

POINT OF BEGINNING

S59°22'42"W
30.44'

S04°12'33"W
70.15'

S01°06'49"W
159.72'

S00°17'24"W
136.14'

N88°57'34"W
23.08'

S57°16'21"W
78.38'

OREGON CIRCUIT COURT
CASE NO. C981033CV
HIGH SCHOOL HEIGHTS
LOT 7

S12°39'24"W
53.31'

N77°49'05"W
56.89'

DEED BOOK 563,
PAGE 620
AUGUST 10, 1965
POINT A

S01°06'49"W
94.34'

S01°49'23"E
103.15'

DEED BOOK 563, PAGE 618
AUGUST 10, 1965

S 00°43'14" W
272.53'

S02°11'03"E
20.04'

S00°40'35"W
44.99'

S88°57'34"E
29.13'

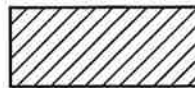
POINT B

S00°43'32"W
41.24'

S88°57'34"E 492.23'

S44°16'28"E
56.63'

LEGEND



10.00' PUBLIC WATER LINE EASEMENT
± 17,524 SQUARE FEET



1"=200'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian K. Henson 9-10-09

OREGON
JANUARY 20, 1998
BRIAN K. HENSON
2855

EXPIRES: 06/30/2011



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS ♦ PLANNERS ♦ SURVEYORS
205 SE SPOKANE STEET, SUITE 200, PORTLAND, OR 97202
TEL 503.221.1131 www.hhpr.com FAX 503.221.1171