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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, Director of Assessment and Taxation, Ex-Officio County Clerk



**WATER LINE EASEMENT**

DATED: Feb 22, 2013

**AFTER RECORDING RETURN TO:**

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

BETWEEN:

Grantors:

JPMCC 2006-CIBC14 12<sup>TH</sup> STREET MARKET, LLC  
Attention: Michele Ray  
c/o CIII Asset Management  
5221 North O'Connor Boulevard, Suite 600  
Irving, TX 75039

Grantee:

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between JPMCC 2006-CIBC14 12<sup>TH</sup> STREET MARKET, 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 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 22<sup>nd</sup> day of Feb., 2013.

GRANTORS:

**JPMCC 2006-CIBC14 12TH STREET MARKET, LLC**, an Oregon limited liability company

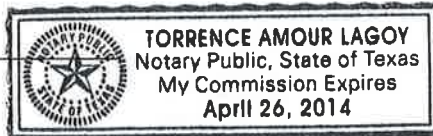
By: C-III ASSET MANAGEMENT LLC,  
a Delaware limited liability company, its  
Manager

By: Michele Ray  
Name: Michele Ray  
Title: Servicing Officer

STATE OF TEXAS )  
 ) SS  
COUNTY OF DALLAS )

Personally came before me this 22 day of FEBRUARY, 2013, the above named Michele Ray, to me known to be the Servicing Officer of C-III Asset Management LLC, a Delaware limited liability company, who is the Manager of JPMCC 2006-CIBC14 12TH STREET MARKET, LLC, an Oregon limited liability company, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Torrence Amour Lagoy  
Notary Public

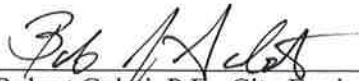



My Commission Expires: 4-26-14

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 4 day of March, 2013

  
\_\_\_\_\_  
Robert Galati, P.E., City Engineer

  
\_\_\_\_\_  
Joseph Gall, ICMA-CM

## EASEMENT ADDENDUM

Grantor: JPMCC 2006-CIBC14 12<sup>TH</sup> STREET MARKET, LLC

Grantee: The City of Sherwood

Instrument Date: Feb. 22, 2013

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(i) The easement(s) herein granted are subject to all easements and encumbrances of record and are nonexclusive provided later granted easements shall be subject to Grantee's rights and uses.

(ii) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(iii) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s), provided, however, Grantor will not erect any building or major structure within the described easement area(s) or otherwise interfere or obstruct the rights and easements granted herein.

(iv) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, light standards, buildings and other major structures, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

(v) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other major structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder. Without limiting the generality of the foregoing, Grantee shall not obstruct any access to Grantor's Property or perform any maintenance, except in an emergency, during the period of time commencing November 1 and ending on the following January 15.

(vi) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.

(g) Except as set forth herein, all lines, equipment and their related components shall be underground.

**EXHIBIT 'A'**  
**WATER LINE EASEMENT**

THREE (3) TRACTS OF LAND LOCATED IN THE IN THE SOUTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON AND BEING A PORTION OF 'NEW PARCEL 2' OF THAT WARRANTY DEED RECORDED ON MAY 15, 1996 AS DOC. NO. 96043221, RECORDS OF WASHINGTON COUNTY. SAID TRACTS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF 'NEW PARCEL 2' OF THAT WARRANTY DEED RECORDED ON MAY 15, 1996 AS DOC. NO. 96043221, RECORDS OF WASHINGTON COUNTY;

THENCE ALONG THE NORTHWESTERN LINE OF SAID PARCEL NORTH 46°53'37" EAST, 267.01 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWESTERN LINE NORTH 46°53'37" EAST, 15.00 FEET;

THENCE PERPENDICULAR TO SAID NORTHWESTERN LINE SOUTH 43°06'23" EAST, 28.00 FEET;

THENCE PARALLEL TO SAID NORTHWESTERN LINE SOUTH 46°53'37" WEST, 15.00 FEET;

THENCE PERPENDICULAR TO SAID NORTHWESTERN LINE NORTH 43°06'23" WEST, 28.00 FEET TO POINT OF BEGINNING.

TOGETHER WITH

COMMENCING AT THE MOST WESTERLY CORNER OF 'NEW PARCEL 2' OF THAT WARRANTY DEED RECORDED ON MAY 15, 1996 AS DOC. NO. 96043221, RECORDS OF WASHINGTON COUNTY;

THENCE ALONG THE NORTHWESTERN LINE OF SAID PARCEL NORTH 46°53'37" EAST, 302.21 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWESTERN LINE NORTH 46°53'37" EAST, 7.00 FEET;

THENCE PERPENDICULAR TO SAID NORTHWESTERN LINE SOUTH 43°06'23" EAST, 20.00 FEET;

THENCE PARALLEL TO SAID NORTHWESTERN LINE SOUTH 46°53'37" WEST, 7.00 FEET;

THENCE PERPENDICULAR TO SAID NORTHWESTERN LINE NORTH 43°06'23" WEST, 20.00 FEET TO POINT OF BEGINNING.

ALSO TOGETHER WITH

COMMENCING AT THE MOST WESTERLY CORNER OF 'NEW PARCEL 2' OF THAT WARRANTY DEED RECORDED ON MAY 15, 1996 AS DOC. NO. 96043221, RECORDS OF WASHINGTON COUNTY;

THENCE ALONG THE NORTHWESTERN LINE OF SAID PARCEL NORTH 46°53'37" EAST, 497.19 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERN LINE NORTH 43°06'23" WEST, 10.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERN LINE NORTH 46°53'37" EAST, 74.49 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWESTERN LINE NORTH 46°53'37"  
EAST, 10.00 FEET;

THENCE PERPENDICULAR TO SAID NORTHWESTERN LINE SOUTH 43°06'23"  
EAST, 38.00 FEET;

THENCE PARALLEL TO SAID NORTHWESTERN LINE SOUTH 46°53'37" WEST,  
10.00 FEET;

THENCE PERPENDICULAR TO SAID NORTHWESTERN LINE NORTH 43°06'23"  
WEST, 38.00 FEET TO POINT OF BEGINNING.

ALL EXCEPTING THEREFROM

THAT PROPERTY DESCRIBED IN THE WATERLINE EASEMENT RECORDED ON  
JUNE 5, 2001 AS DOC. NO. 2001-05314, RECORDS OF WASHINGTON COUNTY.

SAID TRACTS ARE MORE PARTICULARLY DEPICTED ON PAGE 3 OF THIS EXHIBIT.

SAID TRACTS CONTAIN A TOTAL OF 460 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON THE NAD83[CORS96-2002] OREGON COORDINATE  
REFERENCE SYSTEM, PORTLAND ZONE.



RENEWAL: 12-31-12

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 OCTOBER 15, 2012

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 19, 1994  
 JOHN D. PUTNAM  
 2676

RENEWAL: 12-31-12

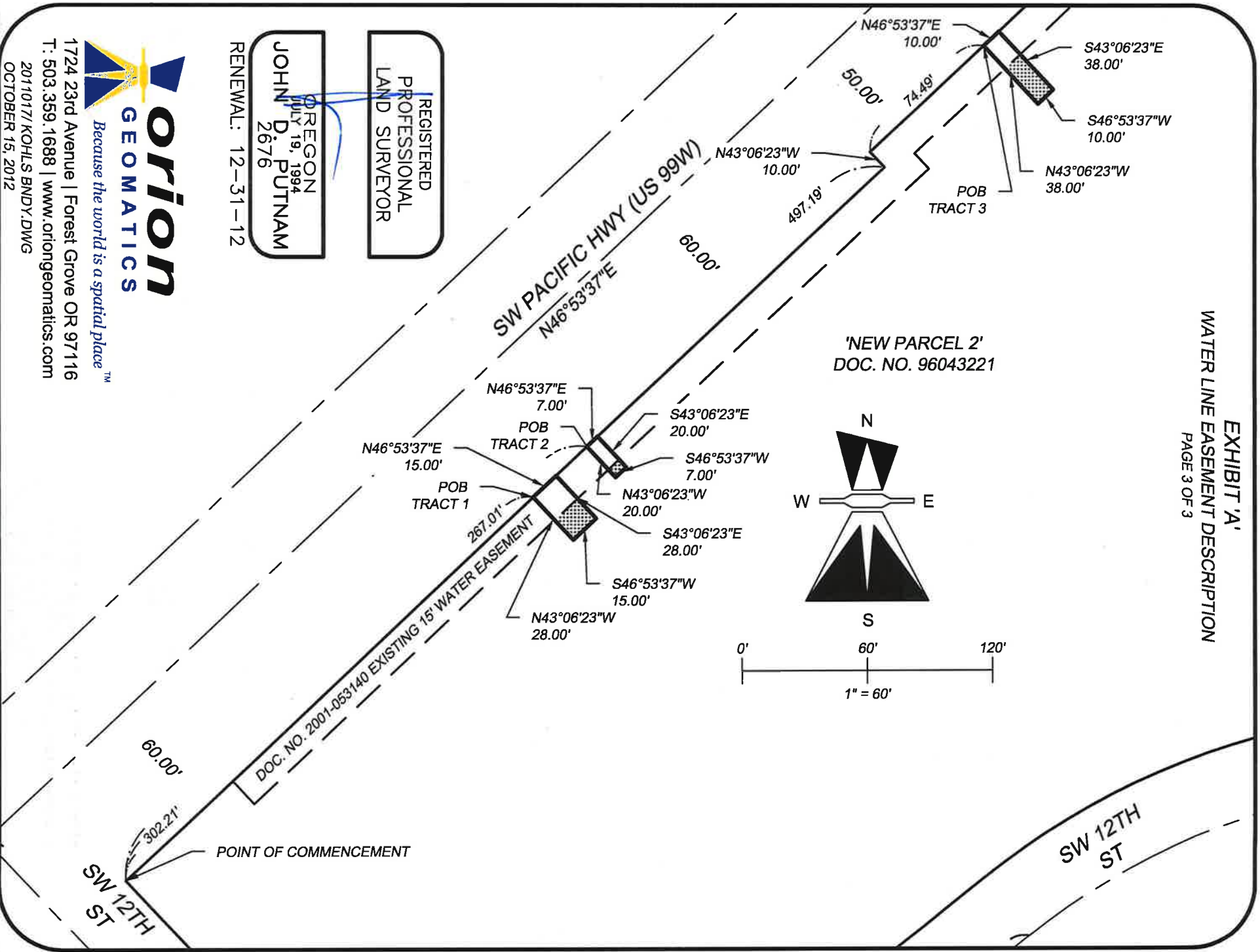


EXHIBIT 'A'  
 WATER LINE EASEMENT DESCRIPTION  
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