

20  
31

**SANITARY SEWER EASEMENT**

DATED: August 2, 2013

**AFTER RECORDING RETURN TO:**

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



01869931201300757440040040  
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



BETWEEN:

Grantor:  
The Leichner Trust  
PO Box 820  
13980 SW Tualatin-Sherwood Road  
Sherwood, OR 97140

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

THIS GRANT OF A PERMANENT SANITARY SEWER EASEMENT is made by and between The Leichner Trust, its successors ("Grantor") and the City of Sherwood, an Oregon municipal corporation, its successors and assigns ("Grantee" or "City") for the consideration hereinafter stated. The Permanent Sanitary Sewer 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 of the Permanent Sanitary Sewer Easement is set forth in "EXHIBIT A" attached and incorporated by reference;
2. A map of the above legal description of the Permanent Sanitary Sewer Easement is set forth in "EXHIBIT B", attached and incorporated by reference.

The true and actual consideration paid for this transfer is **\$0.00** and other good and valuable consideration, the receipt of which is acknowledged by Grantors. 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 Sanitary Sewer 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 public sanitary sewer 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 Grantor, 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. Grantors 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.

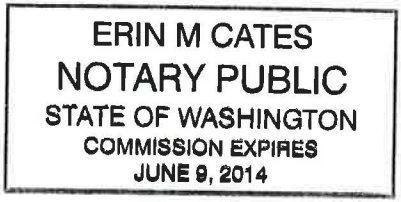
IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 6 day of August, 2013.

GRANTOR: *Lorry L. Leichner*  
 (Signature - Lorry L. Leichner)

WA )  
 STATE OF OREGON )  
CLATSOP ) ss  
 County of Washington )

On this 6 day of August, 2013, before me, a notary public in and for said County and State, personally appeared Lorry L. Leichner known proven 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.



*Erin M Cates*  
 NOTARY PUBLIC FOR OREGON WA  
 My Commission Expires: 6-9-14

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 12th day of August, 2013

*Joseph Gall*  
 Joseph Gall, ICMA-CM  
 City Manager

**ENGINEERING PLANNING  
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100  
Sherwood, Oregon 97140  
Phone: (503) 925-8799  
Fax: (503) 925-8969



**LANDSCAPE ARCHITECTURE  
SURVEYING**

AKS Group of Companies:  
SHERWOOD, OREGON  
SALEM, OREGON  
VANCOUVER, WASHINGTON  
[www.aks-eng.com](http://www.aks-eng.com)

AKS Job #3076

**EXHIBIT A**

**Legal Description of Permanent Sanitary Sewer Easement**

A tract of land located in the Southwest One-Quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon and being more particularly described as follows:

Beginning at the southeasterly corner of Lot 14 of the Plat "Industrial Park of Sherwood", also being the northerly right-of-way of SW Tualatin-Sherwood Road (49.00 feet from centerline) and northwesterly right-of-way line of Portland and Western Railroad (30.00 feet from centerline); thence South 88°45'07" East 44.57 feet to the centerline of Portland and Western Railroad; thence along said centerline line South 48°56'47" West 72.80 feet to the centerline of SW Tualatin-Sherwood Road; thence along said centerline South 88°45'07" East 268.80 feet to a point of curvature; thence along a curve to the left with a Radius of 4000.00 feet, Delta of 00°47'06", a Length of 54.80 feet, and a Chord of South 89°08'39" East 54.80 feet to a point on the northerly extension of the east line of Document Number 2003-036657; thence along said northerly extension and the east line of said Deed South 01°34'40" West 69.37 feet to the **True Point of Beginning**; thence North 89°04'20" East 97.74 feet to a point; thence North 82°01'10" East 182.06 feet to a point on the southerly line of vacated Edy Road per Document Number 94-045181; thence along said southerly line South 88°59'13" East 133.83 feet to a point; thence South 80°23'56" West 176.01 feet to a point; thence North 88°53'05" West 238.34 feet to a point on the east line of Document Number 2003-036657; thence along said east line North 01°34'40" East 0.22 feet to the True Point of Beginning.

The above described tract of land contains 4,980 square feet, more or less.

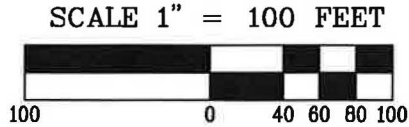
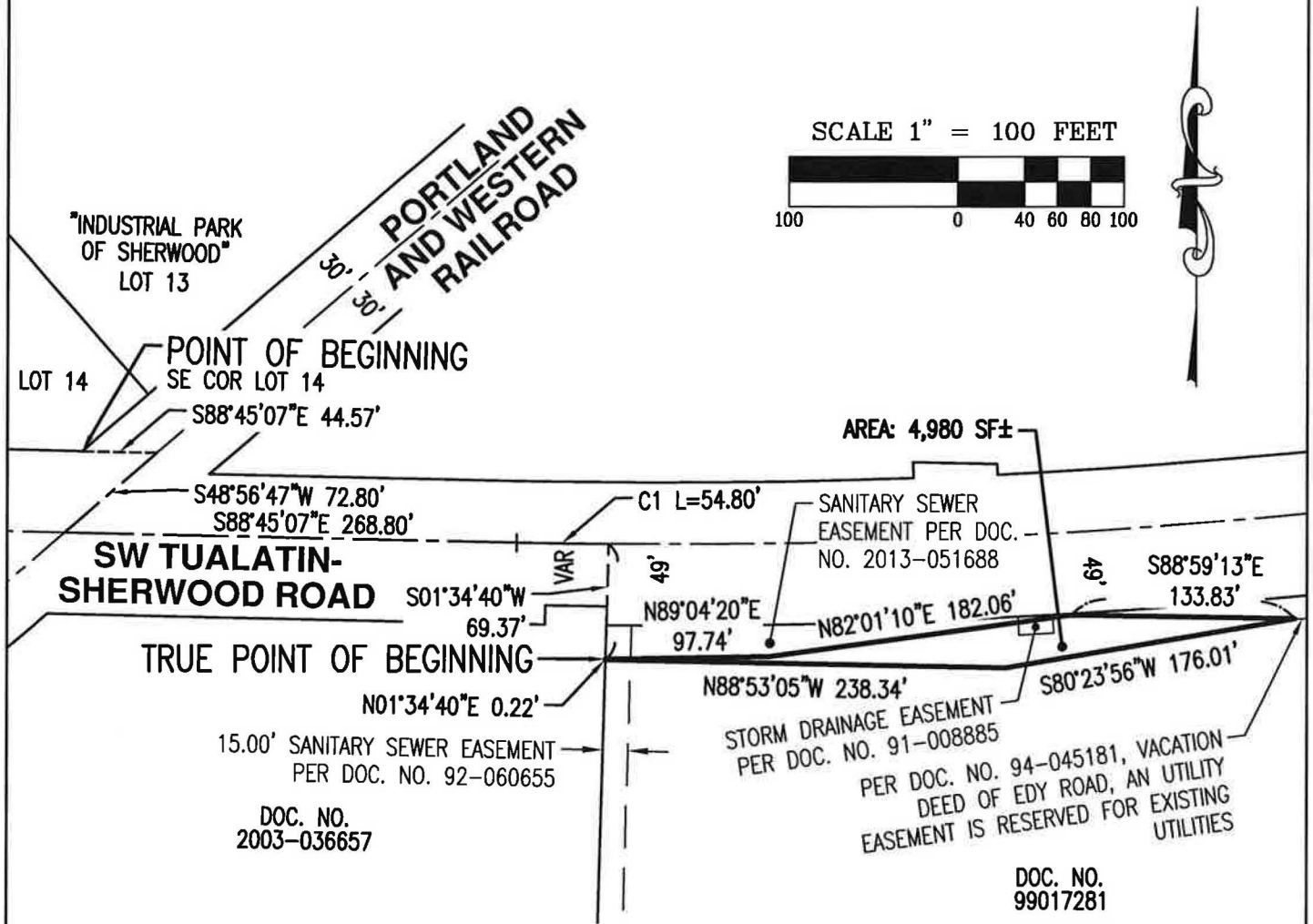
08/01/2013



# EXHIBIT B

## MAP OF PERMANENT SANITARY SEWER EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M., CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	4000.00'	0°47'06"	54.80'	S89°08'39"E 54.80'

**PREPARED FOR**  
 CITY OF SHERWOOD  
 22560 SW PINE STREET  
 SHERWOOD, OR 97140

08/01/2013

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Nick White*

OREGON  
 JANUARY 9, 2007  
 NICK WHITE  
 70652LS  
 RENEWS: 6/30/14

JOB NAME: 8073-TEASU  
 JOB NUMBER: 3076  
 DRAWN BY: MSK  
 CHECKED BY: NSW  
 DWG NO.: 3076EXH-B-SAN

AKS ENGINEERING AND FORESTRY, LLC  
 13910 SW GALBREATH DR  
 SUITE 100  
 SHERWOOD, OR 97140  
 PHONE: 503.925.8799  
 FAX: 503.925.8969



ENGINEERING · PLANNING · SURVEYING  
 FORESTRY · LANDSCAPE ARCHITECTURE