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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: Sept. 28, 20 17

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:

Dwain Quandt
6029 NW Alfalfa Drive
Portland OR 97229

Grantee:

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between Dwain H Quandt, 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 28 day of Sept., 2017

DWAIN H. QUANDT
 Name (Printed)
[Signature]
 Signature
owner
 Title

STATE OF OREGON)
)ss
 County of Washington)

On this 28 day of September, 2017, before me, a notary public in and for said County and State, personally appeared Dwain H. Quandt 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.

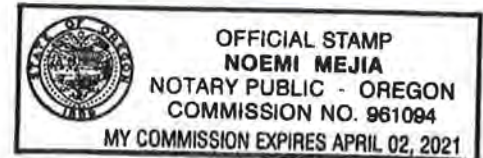
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

[Signature]
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: April 02, 2021

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 14 day of NOVEMBER, 2017



[Signature]
 Robert J. Galati, P.E., City Engineer

[Signature]
 Joseph Gall, ICMA-CM, City Manager

[Signature]
 Approved as to form: City Attorney



October 17, 2017

EXHIBIT A
15.00 foot wide Water Line Easement

Basis of Bearings:

The bearings noted hereon are based upon the Plat of "Sherwood Commercial Center", a duly recorded Plat in Washington County, Oregon.

Legal Description:

That tract of land, being a portion of Lot 5 of said "Sherwood Commercial Center", situated in the Northeast $\frac{1}{4}$ of Section 29, Township 2 South, Range 1 West, of the Willamette Meridian, City of Sherwood, Washington County, State of Oregon, more particularly described as follows:

Beginning at a point on the right of way line of SW Olds Place, which bears N27°19'51"E, 57.93 feet from the most southerly corner of said Lot 5;

thence N 45°06'05" W, 12.17 feet;

thence N 44°53'55" E, 15.00 feet;

thence S 45°06'05" E, 19.31 feet to a point of non-tangent curvature on the right of way line of said SW Olds Place;

thence 16.69 feet, along the arc of a curve to the left with a radius of 52.00 feet, through a central angle of 18°23'12" (the chord of which bears S 70°22'30" W, 16.62 feet) to the Point of Beginning.

Containing: 229 sq. ft.



EXPIRES: 06/30/18

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEBRUARY 08, 2000
JOHN R. WADE
59999 LS

EXPIRES: 06/30/18



"SHERWOOD COMMERCIAL CENTER"

LOT 5

LOT 6

N44°53'55"E 15.00'

S45°06'05"E 19.31'

N45°06'05"W 12.17'

P.O.B.

L=16.69'
R=52.00'
Δ=18°23'12"
CH=S70°22'30"W
16.62'

N27°19'51"E 57.93'

MOST SOUTHERLY SOUTHWEST
CORNER OF LOT 5

SW OLDS PLACE

52.00'

LOT 4

LOT 7



EXHIBIT B

15.00' WIDE WATER LINE EASEMENT

A PORTION OF LOT 5, "SHERWOOD COMMERCIAL CENTER", SITUATED IN THE
NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE
MERIDIAN, CITY OF SHERWOOD, COUNTY OF WASHINGTON, STATE OF OREGON

JOB NO.:	DATE:	SCALE:	PREPARED FOR:
998-238	10/17/17	1"=30'	DWAIN QUANDT