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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: 9/26/18, 20

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:

JDR, LLC
23225 NE Dillon Road
Newberg, OR. 97132

Grantee:

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between JDR, 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 or 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 26th day of September, 2018.

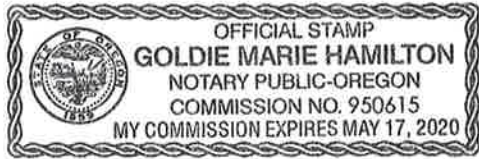
James L Fisher in Manager
Name (Printed)

[Signature]
Signature
Manager
Title

STATE OF OREGON)
)ss
County of Washington)

On this 26th day of September, 2018, before me, a notary public in and for said County and State, personally appeared James L. Fisher, Manager 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: 5/17/2020

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 1st day of October, 2018

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

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

[Signature]
Approved as to form: City Attorney



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #5416

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

EXHIBIT A

City of Sherwood Waterline Easement Description

A tract of land located in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, and being more particularly described as follows:

Commencing at the most easterly corner of Lot 1, Block 11, "Smock Addition to Sherwood", a duly recorded plat in Washington County, and also being on the northwesterly right-of-way line of SW Oregon Street (20.00 feet from centerline); thence South $41^{\circ}06'54''$ East 20.00 feet to the centerline of SW Oregon Street; thence North $48^{\circ}53'06''$ East along said centerline, 170.73 feet to an angle point in said centerline; thence continuing along said centerline North $68^{\circ}39'17''$ East, 188.73 feet; thence leaving said centerline line South $21^{\circ}20'43''$ West 20.00 feet to the southeasterly right-of-way line of SW Oregon Street and the Point of Beginning of the tract herein described; thence North $68^{\circ}39'17''$ East along said southeasterly right-of-way line, 17.93 feet to an angle point in said southeasterly right-of-way line; thence continuing along said southeasterly right-of-way line North $74^{\circ}06'43''$ East, 5.98 feet; thence leaving said southeasterly right-of-way line South $20^{\circ}23'48''$ East, 32.61 feet; thence South $69^{\circ}36'12''$ West, 16.89 feet; thence North $20^{\circ}23'48''$ West, 13.67 feet; thence South $69^{\circ}36'12''$ West, 7.00 feet; thence North $20^{\circ}23'48''$ West, 19.11 feet to the Point of Beginning.

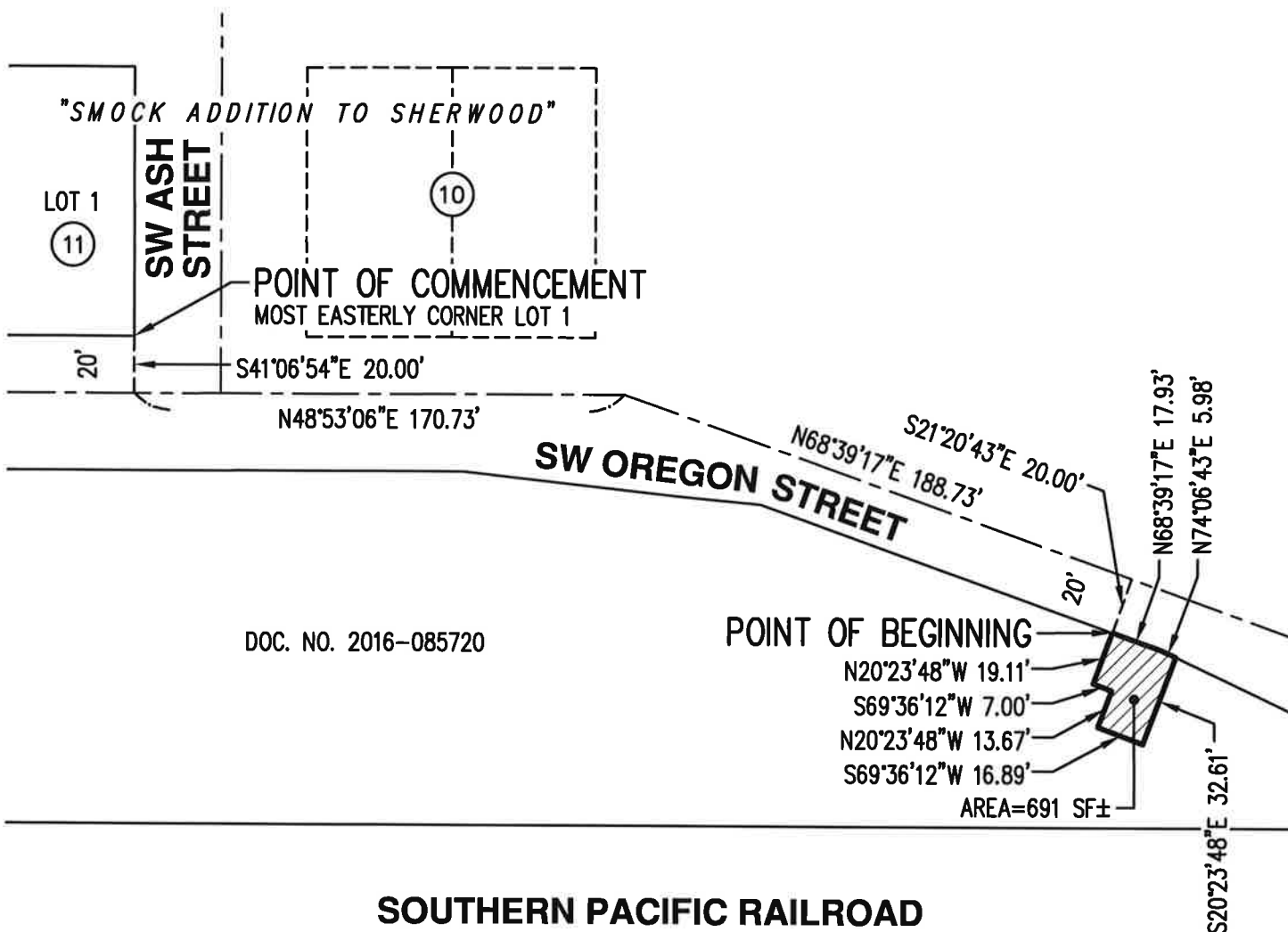
Contains 691 square feet, more or less.

9/25/2018



EXHIBIT B

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 32,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

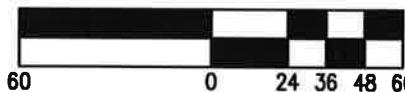


9/25/2018

PREPARED FOR

JDR, LLC
23225 NE DILLON ROAD
NEWBERG, OR 97132

SCALE: 1" = 60 FEET



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gary E. Paul

OREGON
JANUARY 17, 1995
GARY E. PAUL
2698

RENEWAL 12/31/2018

CITY OF SHERWOOD WATERLINE EASEMENT MAP

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062

P: 503.563.6151 F: 503.563.6152 aks-eng.com



EXHIBIT
B

DRWN: WCB
CHKD: GEP

AKS JOB:
5416