



02432522201800726560040045

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. 27<sup>th</sup>, 2018

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:

KILLION REAL ESTATE PARTNERSHIP  
11825 SW KATHERINE ST.  
TIGARD, OR. 97223

Grantee:

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between Randall Killion / zenpark, 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.

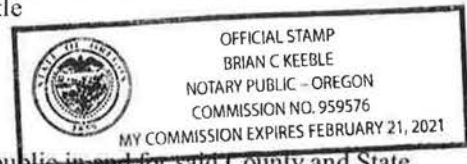
IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 27<sup>th</sup> day of Sept, 2018

Randall Killion  
Name (Printed)

Randall Killion  
Signature

President  
Title

STATE OF OREGON )  
 )ss  
County of Washington )



On this 27<sup>th</sup> day of September, 2018, before me, a notary public in and for said County and State, personally appeared RANDALL KILLION 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: Feb 21, 2021

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 10 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 #4260

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

## EXHIBIT A

### Water DCDA Vault Easement Description

A portion of Parcel 3 of Partition Plat No. 2003-030, Washington County Plat Records, located in the Southeast One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon and being more particularly described as follows:

Commencing at a point on the easterly line of said Parcel 3, which point bears North 00°04'22" East 1.00 foot from the southeast corner of said Parcel 3; thence along the northerly right-of-way line of SW Oregon Street (36.00 feet from centerline), South 89°59'00" West 368.20 feet to the Point of Beginning; thence continuing along said northerly right-of-way line South 89°59'00" West 11.00 feet; thence leaving said northerly right-of-way line, North 00°01'00" West 19.00 feet; thence North 89°59'00" East 11.00 feet; thence South 00°01'00" East 19.00 feet to the Point of Beginning.

The above described tract of land contains 209 square feet, more or less.

10/5/2018



*Nick White*

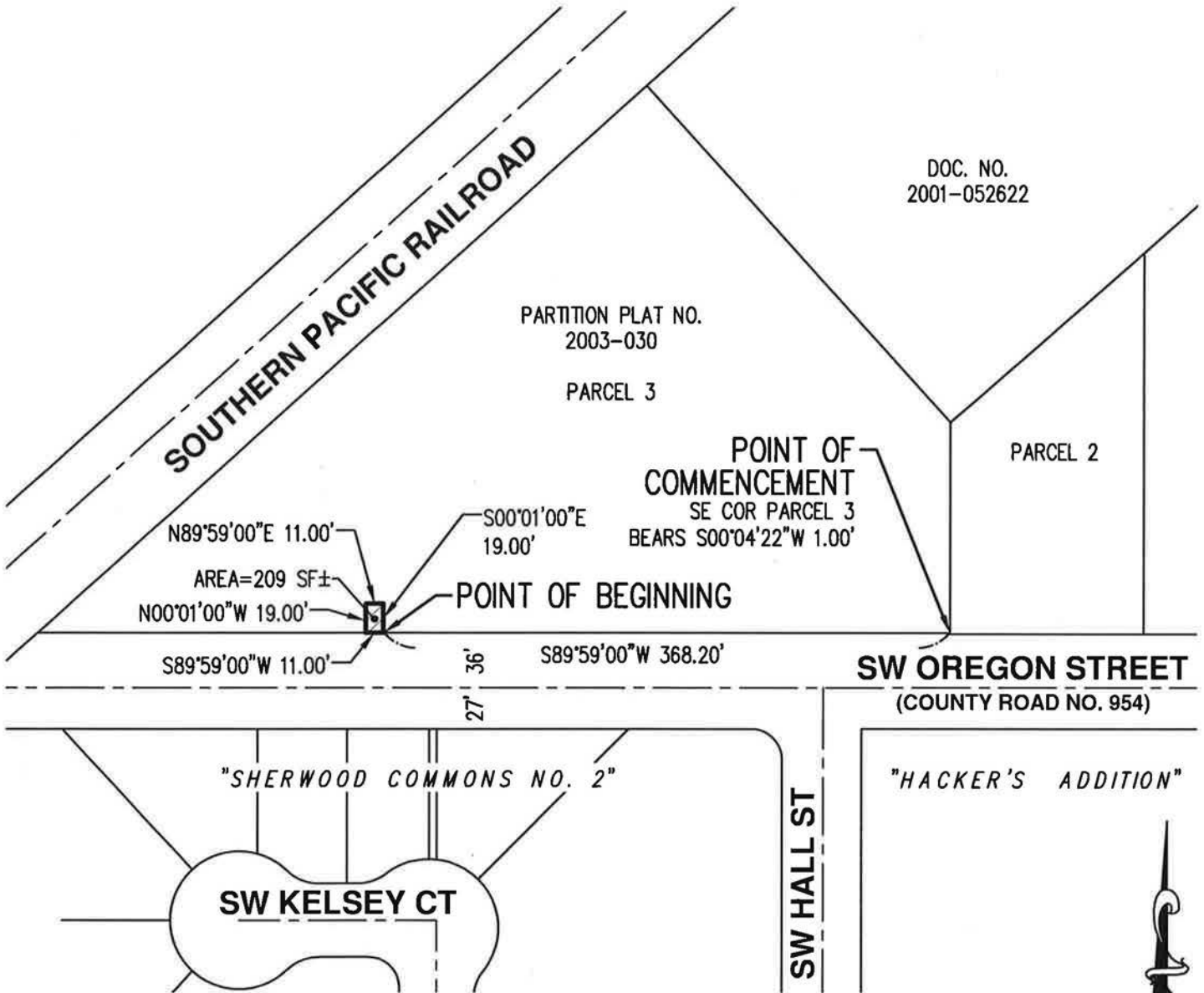


OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/14

# EXHIBIT B

A PORTION OF PARCEL 3 OF PARTITION PLAT NO. 2003-030,  
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 29,  
 TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,  
 CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



DOC. NO.  
2001-052622

PARTITION PLAT NO.  
2003-030

PARCEL 3

PARCEL 2

POINT OF  
COMMENCEMENT  
SE COR PARCEL 3  
BEARS S00°04'22"W 1.00'

N89°59'00"E 11.00'  
AREA=209 SF±  
N00°01'00"W 19.00'

POINT OF BEGINNING

S89°59'00"W 11.00' 36' S89°59'00"W 368.20'

SW OREGON STREET  
(COUNTY ROAD NO. 954)

"SHERWOOD COMMONS NO. 2"

SW KELSEY CT

SW HALL ST

"HACKER'S ADDITION"

10/5/2018

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Nick White*

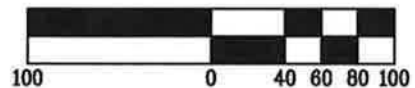
OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/20

PREPARED FOR

FROELICH ENGINEERS  
6969 SW HAMPTON ST,  
TIGARD, OR 97223

SCALE 1" = 100 FEET



SW OREGON STREET  
MAP OF WATER EASEMENT FOR DCDA VAULT

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
P: 503.563.6151 F: 503.563.6152 aks-eng.com

**AKS**

EXHIBIT  
**B**

DRWN: ZJG/WCE  
CHKD: NSW  
AKS JOB:  
4260