

**WATER LINE EASEMENT**

DATED: 4/29/2019

**AFTER RECORDING RETURN TO:**

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



02482543201900307580050055

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



**BETWEEN:**

**Grantors:**

Arrow St LLC  
Kelly W. Koch  
15114 SW Arrow St  
Sherwood OR 97140

**Grantee:**

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between Arrow St LLC, Kelly W Koch, 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 29<sup>th</sup> day of April, 2019.

Kelly Koch  
 Name (Printed)  
  
 Signature  
Owner  
 Title

STATE OF OREGON )  
 )ss  
 County of Washington )

On this 29 day of April, 2019, before me, a notary public in and for said County and State, personally appeared Kelly Wayne Koch 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.

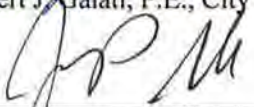
  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: 12/11/23

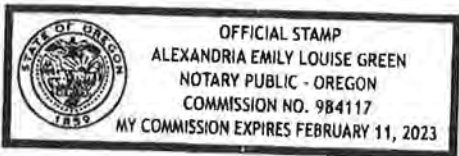
GRANTEE:

Accepted on behalf of The City of Sherwood.

This 17 day of MAY, 2019

  
 Robert J. Galati, P.E., City Engineer

  
 Joseph Gall, ICMA-CM, City Manager



  
Approved as to form: City Attorney



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 | www.aks-eng.com

AKS Job #6030

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

## EXHIBIT A

### Waterline Easement Description

A portion of Lot 8 of the plat "Sherwood Commercial Center", Washington County Plat Records, located in the Northeast 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 the southwest corner of said Lot 8, also being on the east right-of-way line of SW Olds Place (25.00 feet from centerline); thence along said east right-of-way line, North 01°09'10" East 4.98 feet to the Point of Beginning; thence continuing along said east right-of-way line, North 01°09'10" East 17.00 feet; thence leaving said east right-of-way line, South 88°50'50" East 19.50 feet to a line which is parallel with and 19.50 feet easterly of, when measured at right angles to, said east right-of-way line; thence along said parallel line, South 01°09'10" West 17.00 feet to a line which is parallel with and 4.98 feet northerly of, when measured at right angles to, the south line of said Lot 8; thence along said parallel line, North 88°50'50" West 19.50 feet to the Point of Beginning.

The above described tract of land contains 332 square feet, more or less.

5/15/2019

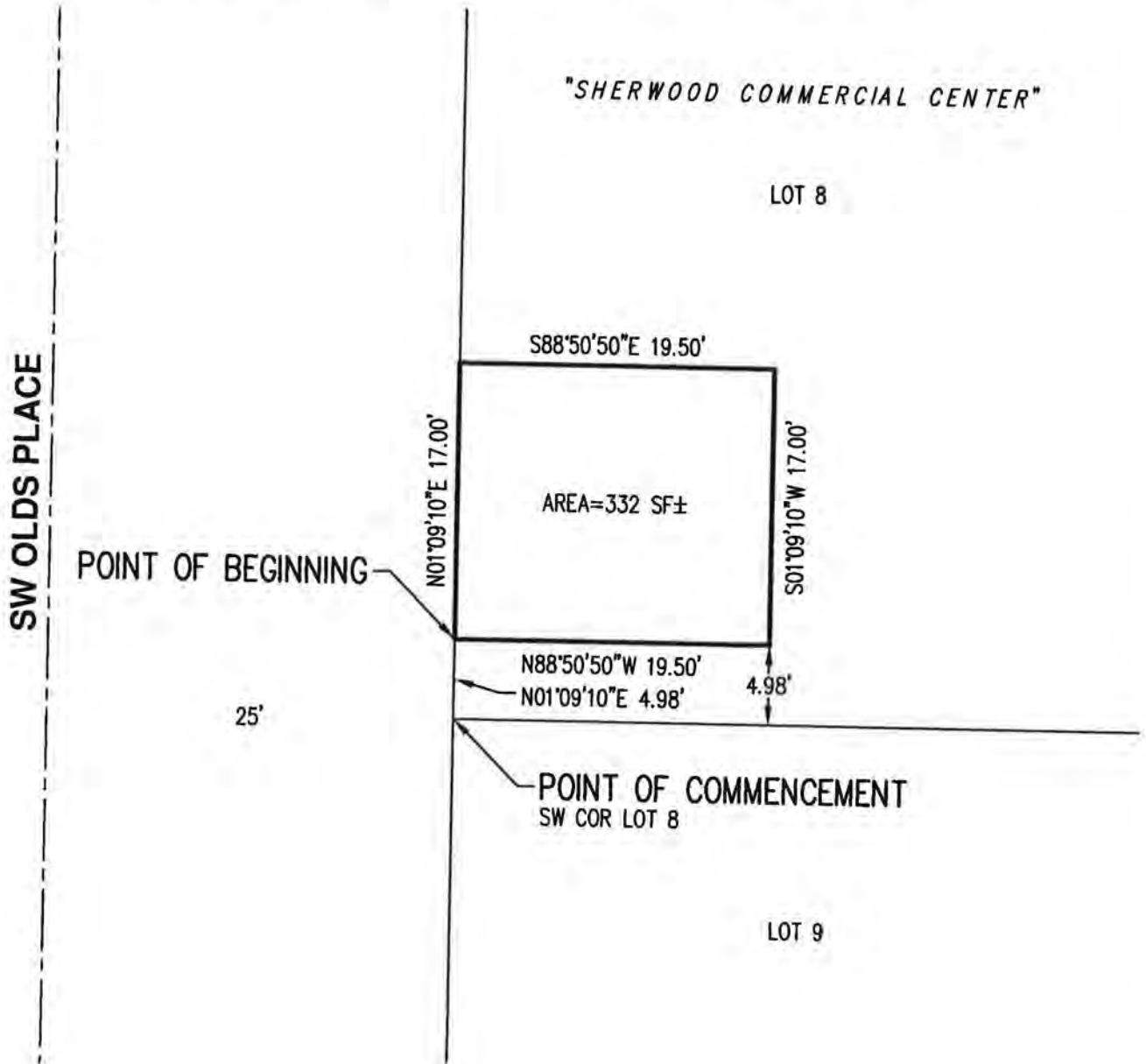
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/20

# EXHIBIT B

A PORTION OF LOT 8 OF THE PLAT "SHERWOOD COMMERCIAL CENTER",  
LOCATED IN THE NORTHEAST 1/4 OF SECTION 29,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,  
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



5/15/2019

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS

RENEWS: 6/30/20

## PREPARED FOR

CABINET CURES PORTLAND  
20746 SW OLDS PLACE, SUITE 20240  
SHERWOOD, OR 97140

SCALE: 1" = 10 FEET



## WATERLINE EASEMENT MAP

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD, STE 100  
TUALATIN, OR 97062  
503.563.6151 WWW.AKS-ENG.COM

EXHIBIT  
B

DRWN: WCB

CHKD: NSW

AKS JOB:  
6030