

Washington County, Oregon **2019-031061**
 D-E **05/20/2019 04:13:10 PM**
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 \$25.00 \$11.00 \$5.00 \$60.00 **\$101.00**

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

WATER LINE EASEMENT

(16770 SW Edy Road, Sherwood, OR)

DATED: 05/15, 2019

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:
 Providence Health & Services - Oregon

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between Providence Health & Services – Oregon, an Oregon non-profit corporation, 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 non-exclusive 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 non-exclusive 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.

First American Title Accommodation
 Recording Assumes No Liability
 NWA 1905-OR1

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 15 day of May, 2019.

PROVIDENCE HEALTH &
SERVICES - OREGON

K. A. [Signature]
By:

CHIEF ASSET OFFICER
Title:

STATE OF OREGON)
Multnomah)ss
County of ~~Washington~~)

On this 15th day of May, 2019, before me, a notary public in and for said County and State, personally appeared Andrew Haslam 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.



Leslie K. Munson
NOTARY PUBLIC FOR OREGON
My Commission Expires: 06/18/2021

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 17 day of May, 2019

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

STATE OF OREGON)
)ss
County of Washington)

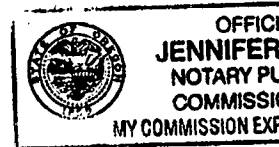


EXHIBIT A – EASEMENT LEGAL DESCRIPTION

A tract located in the southeast one-quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being that portion of the following described property that is included within that property described in Exhibit "C" of Document No. 2017-059050, Washington County Deed Records.

Commencing at the northeast corner of the southeast one-quarter of said Section 30, said point being located on the southbound centerline of SW Pacific Highway (State Highway No. 99W); thence along said southbound centerline, South 46°46'25" West a distance of 658.37 feet to its intersection with the centerline of SW Edy Road; thence along the centerline of SW Edy Road, North 43°16'04" West a distance of 302.76 feet to a point of curvature thereon; thence continuing along the centerline of SW Edy Road, 122.53 feet through the arc of a tangent 700.00 foot radius circular curve to the left, said curve having a central angle of 10°01'45", a chord bearing of North 48°16'56" West and a chord length of 122.37 feet to a point; thence departing said centerline, South 36°42'11" West a distance of 63.90 feet to a point on the northwesterly boundary of said property described in Exhibit "C" of Document No. 2017-059050 and the Point of Beginning; thence South 53°03'41" East a distance of 13.06 feet to a point; thence South 35°32'16" West a distance of 118.23 feet to a point; thence South 43°12'43" East a distance of 19.98 feet to a point; thence South 46°47'17" West a distance of 20.00 feet to a point; thence North 43°12'43" West a distance of 16.00 feet to a point; thence South 35°32'16" West a distance of 53.97 feet to a point; thence South 24°17'16" West a distance of 67.99 feet to a point; thence South 54°27'44" East a distance of 12.00 feet to a point; thence South 35°32'16" West a distance of 20.00 feet to a point; thence North 54°27'44" West a distance of 11.93 feet to a point; thence South 35°32'16" West a distance of 35.15 feet to a point on the most northeasterly line of Lot 3, Cedar Creek Plaza; thence along the most northeasterly line of said Lot 3, North 43°10'57" West a distance of 4.58 feet to the most northerly corner thereof; thence along the northwesterly boundary of said Lot 3, South 38°33'10" West a distance of 91.15 feet to the most easterly corner of Lot 2, Cedar Creek Plaza; thence along the northeasterly boundary of said Lot 2, North 43°13'34" West a distance of 10.92 feet to a point; thence departing the northeasterly boundary of said Lot 2, North 35°32'16" East a distance of 93.67 feet to a point; thence North 54°27'44" West a distance of 11.40 feet to a point; thence North 35°32'16" East a distance of 20.00 feet to a point; thence South 54°27'44" East a distance of 11.40 feet to a point; thence North 35°32'16" East a distance of 27.14 feet to a point; thence North 24°17'16" East a distance of 68.36 feet to a point; thence North 35°32'16" East a distance of 195.05 feet to a point; thence South 53°03'41" East a distance of 6.95 feet to the Point of Beginning.

Said described tract of land contains 5,365 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Scott Field

OREGON
JUNE 30, 1997
SCOTT F. FIELD
2844

12-31-2019

RENEWAL DATE

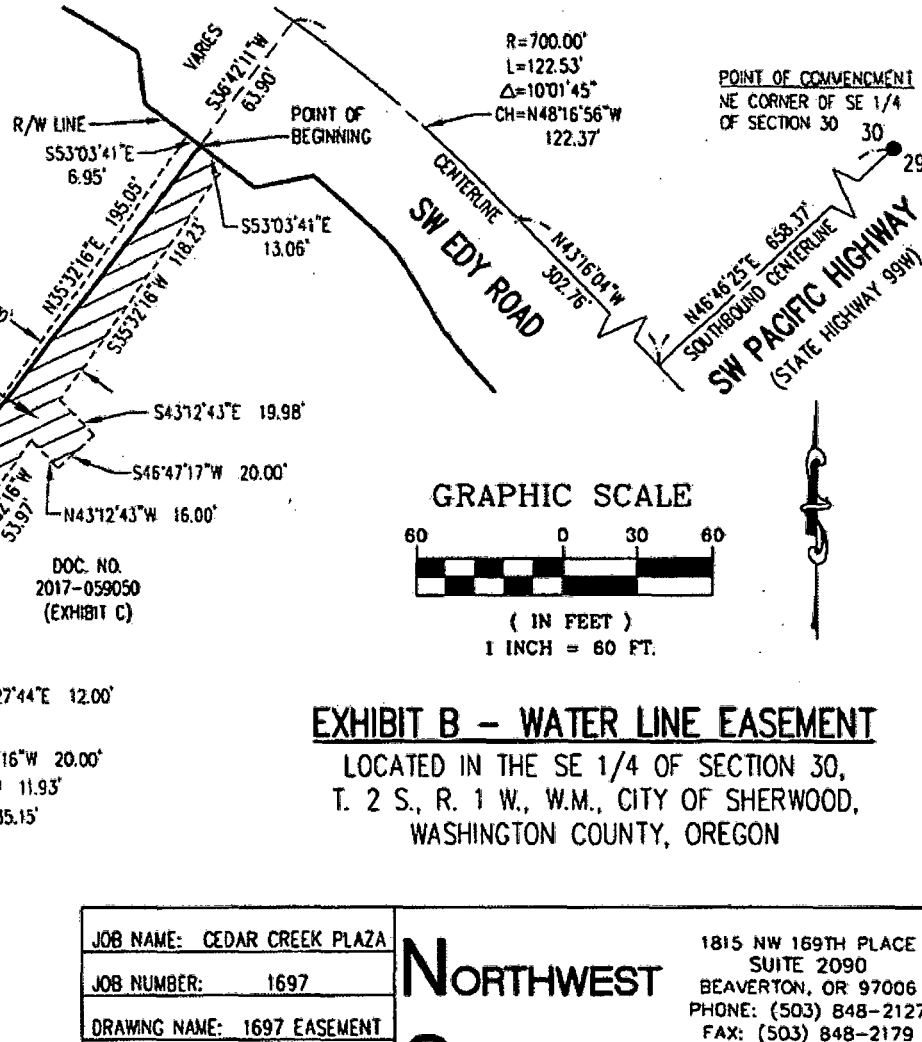
VARIABLE WIDTH WATER
LINE EASEMENT
5,365 SQUARE FEET ±

DOC. NO.
2017-099521

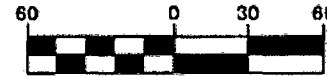
DOC. NO.
2017-059050
(EXHIBIT C)

LOT 2
CEDAR CREEK
PLAZA

LOT 3
CEDAR CREEK
PLAZA



GRAPHIC SCALE



(IN FEET)
1 INCH = 60 FT.

POINT OF COMMENCEMENT
NE CORNER OF SE 1/4
OF SECTION 30

SW PACIFIC HIGHWAY
(STATE HIGHWAY 99W)

EXHIBIT B - WATER LINE EASEMENT

LOCATED IN THE SE 1/4 OF SECTION 30,
T. 2 S., R. 1 W., W.M., CITY OF SHERWOOD,
WASHINGTON COUNTY, OREGON

JOB NAME:	CEDAR CREEK PLAZA
JOB NUMBER:	1697
DRAWING NAME:	1697 EASEMENT
DRAWN BY:	SFF
CHECKED BY:	CHS

NORTHWEST
SURVEYING, Inc.

1815 NW 169TH PLACE
SUITE 2090
BEAVERTON, OR 97006
PHONE: (503) 848-2127
FAX: (503) 848-2179

EXHIBIT B - EASEMENT MAP