

Washington County, Oregon **2019-031062**  
**D-E**  
 Stn=4 A STROM **05/20/2019 04:13:10 PM**  
 \$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

**SANITARY SEWER 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

First American Title Accommodation  
 Recording Assumes No Liability  
 NWA-1905-DR1

THIS GRANT OF A PERMANENT SANITARY SEWER 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 sanitary sewer 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 sanitary sewer 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 sanitary sewer 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. Grantor hereby covenants that Grantor is 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. [Signature]  
Name

CHIEF ASSET OFFICER  
Title

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

On this 15<sup>th</sup> 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 )

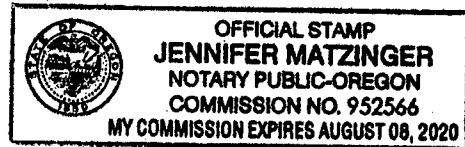


On this 17<sup>th</sup> day of May, 2019 before me, a notary public in and for said County and State, personally appeared Robert J. Galati known to me to be their person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

*Jennifer Matzinger*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 08/08/2020

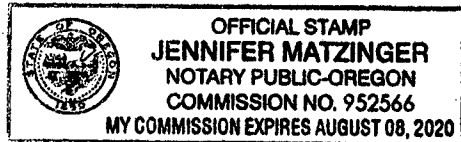
*J. Galati*  
\_\_\_\_\_  
Joseph Galati, ICMA-CM, City Manager



STATE OF OREGON    )  
  )ss  
County of Washington    )

On this 17<sup>th</sup> day of May, 2019 before me, a notary public in and for said County and State, personally appeared Joseph Galati 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.



*Jennifer Matzinger*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 08/08/2020

*J. Galati*  
\_\_\_\_\_  
Approved as to form: City Attorney

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MATZING  
BLIC-OREG  
N NO. 9525  
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EXHIBIT A – EASEMENT LEGAL DESCRIPTION

Sanitary Sewer Easement

A 5.55 foot wide tract of land located in the southeast one-quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

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°47'18" West a distance of 1078.36 feet to a point; thence departing said southbound centerline, North 43°12'42" West a distance of 40.00 feet to a point on the westerly right-of-way line of SW Pacific Highway, said point being the most southerly corner of that property conveyed to Providence Health & Services – Oregon by deed recorded July 26, 2017 as Document No. 2017-059050, Washington County Deed Records and the Point of Beginning; thence along the southerly boundary of said Providence Health & Services – Oregon property, North 43°20'37" West a distance of 35.02 feet to a point; thence departing said southerly boundary, North 46°47'46" East a distance of 5.55 feet to a point; thence South 43°20'37" East a distance of 35.02 feet to a point on said westerly right-of-way line; thence along said westerly right-of-way line, South 46°47'18" West a distance of 5.55 feet to the Point of Beginning.

Said described tract of land contains 194 square feet, more or less.

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3, 2020

EXHIBIT B – EASEMENT MAP

**EXHIBIT B – SANITARY SEWER EASEMENT**

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

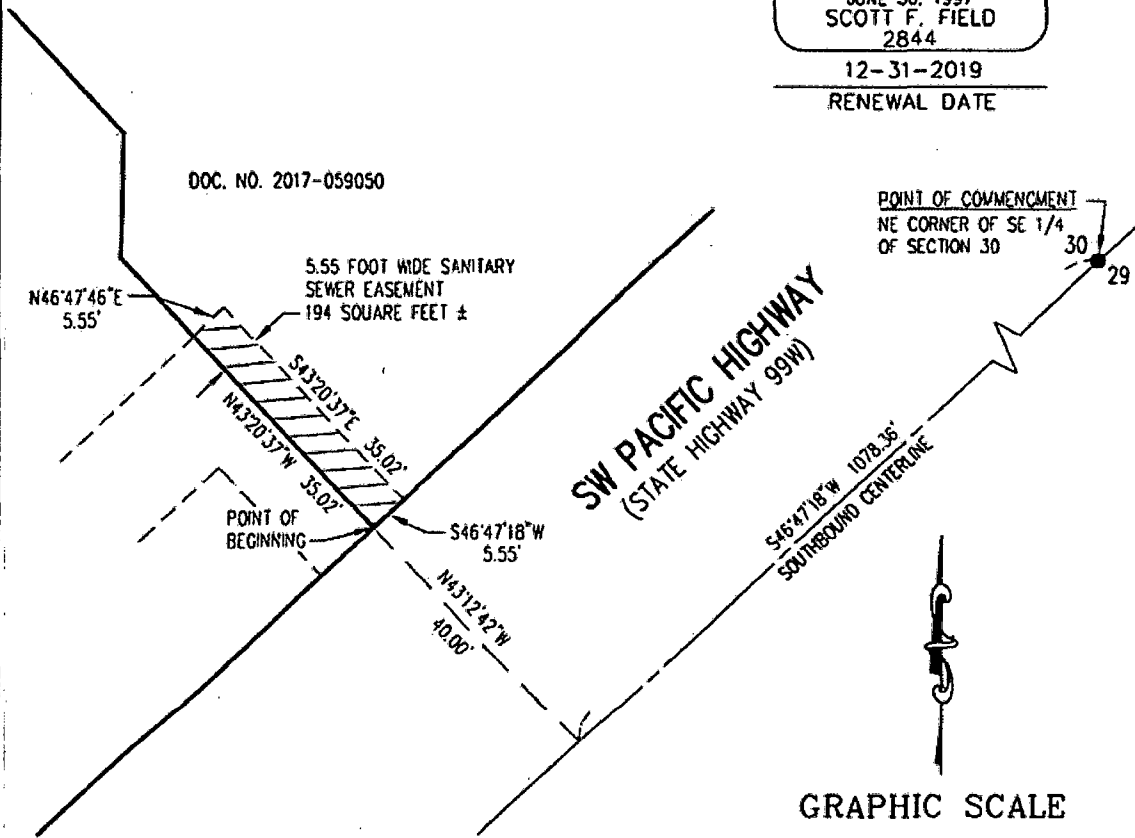
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Scott F. Field*

OREGON  
JUNE 30, 1997  
SCOTT F. FIELD  
2844

12-31-2019  
RENEWAL DATE

DOC. NO. 2017-059050



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



GRAPHIC SCALE



( IN FEET )  
1 INCH = 20 FT.

JOB NAME:	CEDAR CREEK PLAZA
JOB NUMBER:	1697
DRAWING NUMBER:	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