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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
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



WATER LINE EASEMENT
(16872 SW Edy Road, Sherwood, OR)

DATED: June 3, 2019

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:
Sherwood Senior Living, LLC
10305 SW Park Way, Suite 204
Portland, OR 97225

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

THIS GRANT OF A PERMANENT WATER LINE EASEMENT is made by and between Sherwood Senior Living, LLC, a Delaware limited liability company, 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 3rd day of June, 2019.

By: Rembold Properties, LLC, it's Managing Member

Kiya D. Cador
 Name (Printed)
Kiya D. Cador
 Signature
Authorized Agent
 Title

STATE OF OREGON)
)ss
 County of Washington)

On this 3 day of June, 2019 before me, a notary public in and for said County and State, personally appeared Kiya D. Cador 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.

Anne Marie Floersch
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: April 12, 2021

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 10th day of June, 2019

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

Joseph Gall
 Joseph Gall, ICMA-CM, City Manager

Joseph [Signature]
 Approved as to form: City Attorney

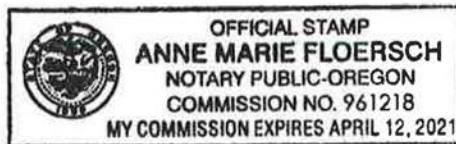


EXHIBIT A

LEGAL DESCRIPTION:

WATER EASEMENT

MAY 9, 2019

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2017-099521, RECORDED DECEMBER 21, 2017, WASHINGTON COUNTY DEED RECORDS, 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 NORTHWEST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 2003-055, WASHINGTON COUNTY RECORDS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. EDY ROAD, BEING 45.00 FEET SOUTHERLY OF THE CENTERLINE THEREOF (WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 89°32'44" EAST, 326.71 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE ALONG THE ARC OF A 655.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 6°50'23" (THE LONG CHORD BEARS SOUTH 87°04'03" EAST, 78.14 FEET), AN ARC DISTANCE OF 78.19 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 07°33'09" WEST, 20.88 FEET; THENCE SOUTH 82°26'51" EAST, 19.00 FEET; THENCE NORTH 07°33'09" EAST, 21.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.W. EDY ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A 655.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 1°39'44" (THE LONG CHORD BEARS NORTH 82°48'59" WEST, 19.00 FEET), AN ARC DISTANCE OF 19.00 FEET TO THE **TRUE POINT OF BEGINNING**.

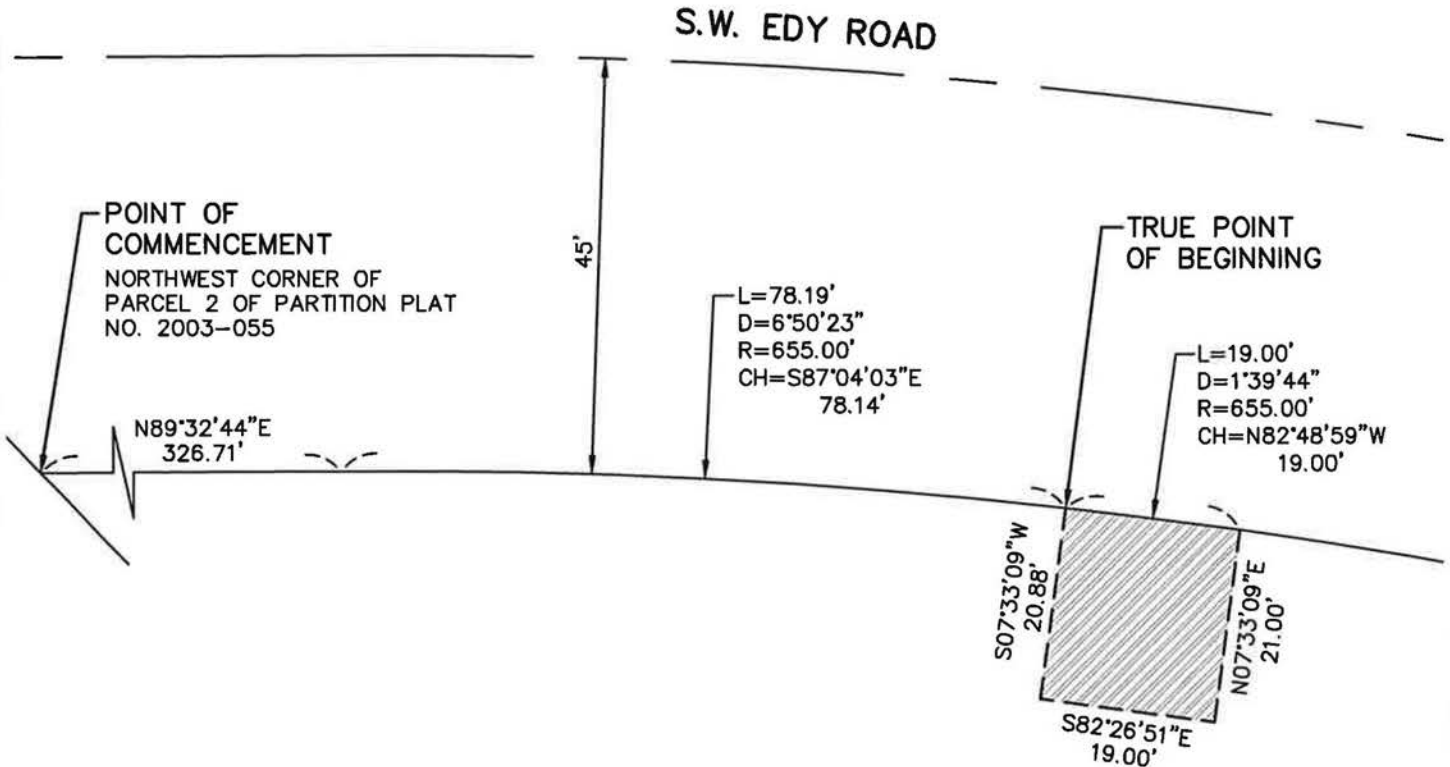
CONTAINS 399 SQUARE FEET, MORE OR LESS

EXHIBIT B

WATER EASEMENT

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

MAY 9, 2019



DEED DOCUMENT
NO. 2017-099521



SCALE: 1" = 20'

LEGEND:



- WATER EASEMENT
AREA=399 SQUARE FEET
(0.009 ACRES)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 11, 2005
DARREN S. HARR
56181

RENEWAL DATE: 6-30-19

PREPARED BY:

TerraCalc

Land Surveying *inc.*

1615 N.E. Miller Street
McMinnville, OR 97128
(503) 857-0935

www.Terra-calc.com