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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

DATED: September 16, 2019

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:

Aviatrix Ventures, LLC
20952 SW Olds Place
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 Aviatrix Ventures, LLC, 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 sixteenth day of September, 2019.

Abdul Waseel Arizi
Name (Printed)

Abdul Waseel Arizi
Signature

CO-OWNER, Avintox, Inc
Title

STATE OF OREGON)
)ss
County of Washington)

On this 16th day of Sept, 2019, before me, a notary public in and for said County and State, personally appeared Abdul Waseel Arizi 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.



Christina Hedlund
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-28-21

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 16th day of September, 2019

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

Joseph Gall
Joseph Gall, ICMA-CM, City Manager

Don
Approved as to form: City Attorney

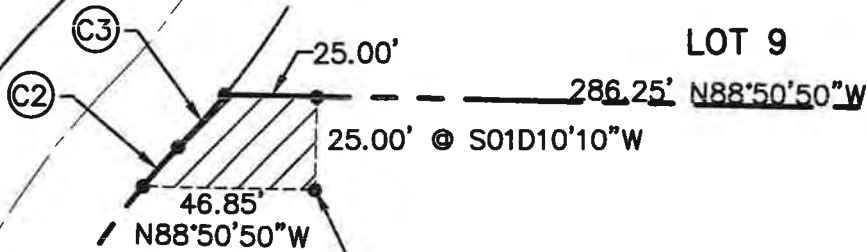
Legal Description for Water Easement

A tract of land situated in the Northeast, 1/4 of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

Beginning at the point of the easterly right of way line of SW Olds Place said point being the western property corner common to Lots 9 and Lot 10 of "Sherwood Commercial Center", recorded as document number 2007023715, Washington County records; thence S88D50'50"E along the common property line common to Lots 9 and 10, 25.00 feet; thence S01D10'10"E 25.00 feet; thence N88D50'50"W 46.85 feet to a point on the eastern right-of-way line of SW Olds Place; thence northeasterly along the eastern right-of-way line of SW Olds Place, also being a horizontal curve of SW Olds Place within the Sherwood Commercial Center, with a 175 foot radius curve bearing of N42D23'04"E, concave southeasterly, a distance 14.10 feet to point of reverse curve; thence continuing along the eastern right-of-way line of SW Olds Place, along a 225 foot radius curve bearing N42D15'35"E, concave northwesterly, a distance 19.11' to the point of beginning.

PARCEL 1
PLAT 2018-021

SW OLDS PLACE

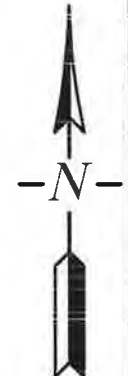


WATER EASEMENT

LOT 10, SHERWOOD COMMERCIAL CENTER
TAX LOT 2600

	LENGTH	RADIUS	CHORD	BEARING	DELTA
Ⓒ2	14.10'	175.00'	14.10'	N42D23'04"E	04D37'01"
Ⓒ3	19.11'	225.00'	19.11'	N42D15'35"E	04D52'02"

SW TUALATIN-SHERWOOD ROAD



DOC NO.
96-101570

EXHIBIT 'B'
WATER EASEMENT

AVIATRIX VENTURES
LOT 10, SHERWOOD COMMERCIAL CENTER
20952 SW OLDS PLACE, SHERWOOD OR

SHERWOOD CASE FILE NO. SP-18-06

DATE	Sep 2019
SCALE	1"=50'
DRAWN	JMF
JOB	SGL 18-088

SISUL ENGINEERING
375 PORTLAND AVENUE
GLADSTONE, OREGON 97027
(503) 657-0188