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



**PERMANENT EASEMENT**

DATED: December 18<sup>th</sup>, 2019

**AFTER RECORDING RETURN TO:**

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

**BETWEEN:**

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

Grantee:  
The Springs Living, LLC  
401 NE Evans Street  
McMinnville, OR. 97128

THIS GRANT OF A PERMANENT EASEMENT is made by and between the City of Sherwood, an Oregon municipal corporation, its successors and assigns (“Grantor” or “City”) and The Springs Living, LLC, its successors and assigns (“Grantee”) for the consideration hereinafter stated. The permanent 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 Grantee in accordance with the conditions and covenants as follows:

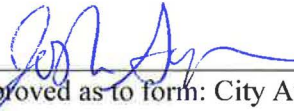
1. The permanent easement includes the right, privilege, and authority granted to the Grantee to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair one monument sign, with all appurtenances incident thereto or necessary therewith, within the permanent easement 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 monument sign and any appurtenances attached to or connected therewith.
2. Grantee upon the initial installation (as applicable) and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, will, except in the case of disturbances necessitated to rectify obstructions as set forth in subsection 1 immediately above, restore the premises of the Grantor, and any improvements disturbed by the Grantee, to as good condition as they were prior to any such 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. Grantor may, at his option and expense, relocate the easement, monument sign, and associated appurtenances, provided Grantee 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. Grantor will not obstruct or permit anyone else to obstruct the permanent easement area. Grantor will not construct or permit anyone else to construct any building or structure of any kind in the permanent easement area. Grantor will not perform or permit anyone else to perform any fill or excavation activities within the permanent easement area without the Grantees prior written consent. Grantor will not endanger or permit anyone else to endanger the lateral support of any facilities constructed within the permanent easement area.
5. Grantor hereby covenant that Grantor is the owner of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record..

IN WITNESS WHEREOF, the undersigned Grantor has executed this permanent easement this 11<sup>th</sup> day of December, 2019.

GRANTOR:

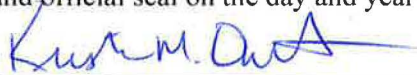
  
 \_\_\_\_\_  
 Joseph Gall ICMA-CM  
 City Manager

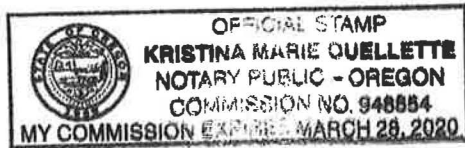
  
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 Approved as to form: City Attorney

STATE OF OREGON )  
 )ss  
 County of Washington )

On this 19<sup>th</sup> day of December, 2019, before me, a notary public in and for said County and State, personally appeared Joseph Gall 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: March 28, 2020





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

AKS Job #3795

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

## EXHIBIT A

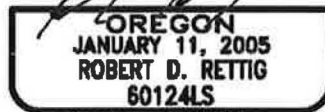
### Description

A portion of right-of-way located in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, and being more particularly described as follows:

Commencing at the southwesterly corner of Parcel 1 of Partition Plat 1997-042, Washington County Plat Records; thence along the west line of Parcel 1 of Document Number 2012-093048, Washington County Deed Records, South 45°14'47" East 28.37 feet; thence continuing along said west line, South 00°31'58" East 369.62 feet to the southeast corner of Document Number 94109470, Washington County Deed Records; thence along the south line of said deed, South 89°38'41" West 51.48 feet to the northeasterly corner of Document Number 97038419, Washington County Deed Records; thence along the northeasterly line of said deed and the northeasterly right-of-way line of SW 1st Street, South 43°24'50" East 126.76 feet to the Point of Beginning; thence continuing along said northeasterly right-of-way line, South 43°24'50" East 23.36 feet; thence leaving said northeasterly right-of-way line, South 18°15'05" West 4.00 feet; thence North 72°54'32" West 20.00 feet; thence North 16°11'04" East 15.50 feet to the Point of Beginning.

The above described tract of land contains 196 square feet/acres, more or less.

11/5/2019

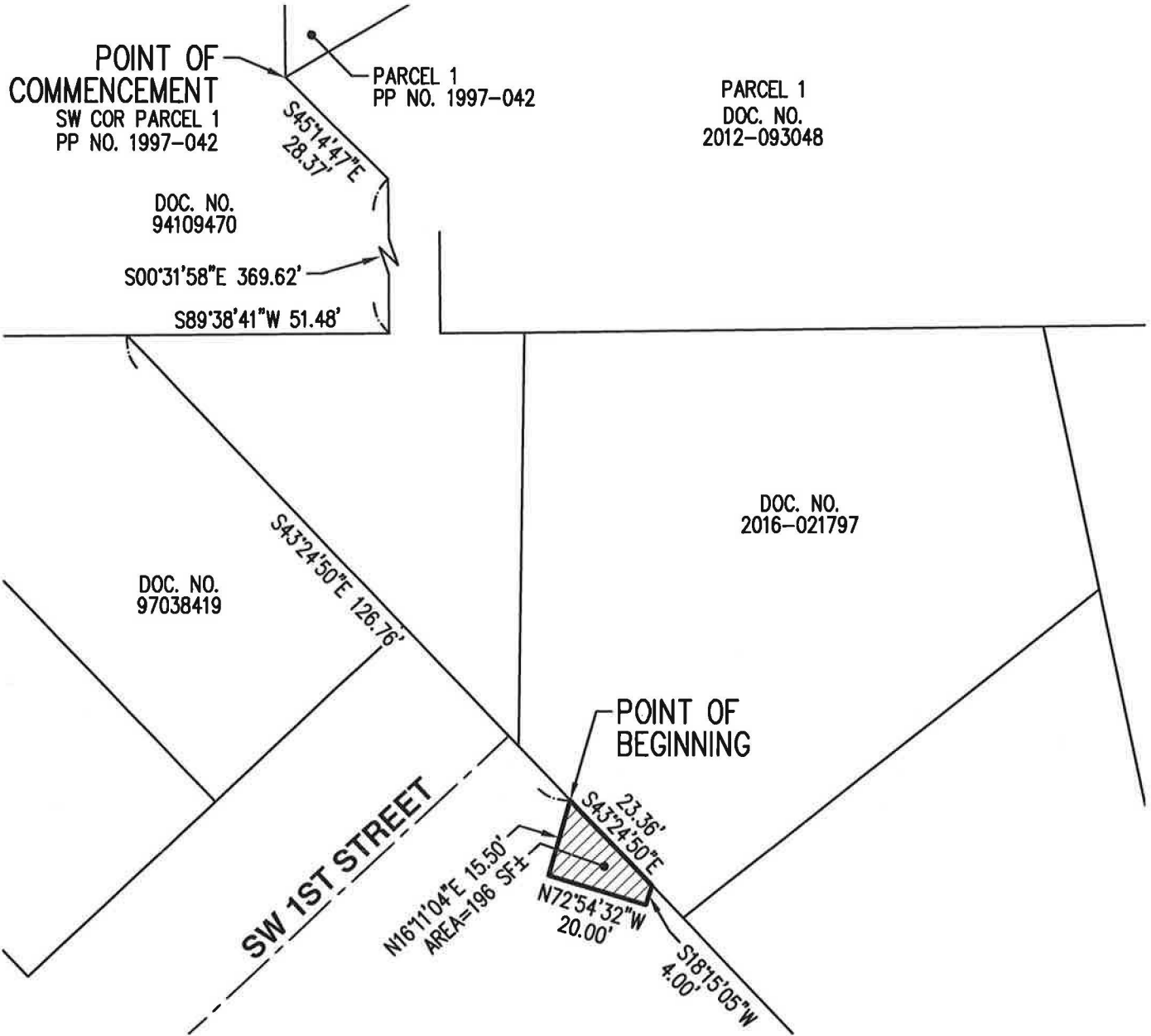


OREGON  
JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS

RENEWS: 12/31/20

# EXHIBIT B

A PORTION OF RIGHT-OF-WAY LOCATED IN THE NORTHWEST 1/4 OF SECTION 32,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,  
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



11/5/2019

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Robert D. Rettig*

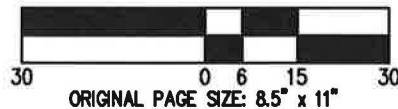
OREGON  
JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS

RENEWS: 12/31/20

## PREPARED FOR

THE SPRINGS LIVING, LLC  
401 NE EVANS STREET  
McMINNVILLE, OR 97128

SCALE: 1" = 30 FEET



## DESCRIPTION MAP

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

**AKS**

EXHIBIT  
**B**

DRWN: WCB  
CHKD: RDR  
AKS JOB:  
3795