

STORMWATER EASEMENT

DATED: 4/18, 2011

Please send tax statements to:
AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantor:
Langer Family LLC
15585 SW Tualatin-Sherwood Road
Sherwood, OR 97140

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

THIS GRANT OF A PERMANENT, NONEXCLUSIVE STORMWATER EASEMENT is made by and between the LANGER FAMILY 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, nonexclusive stormwater easement exists over, under, through, across and along the full width and length of the premises described as follows, ("Storm Easement") 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" ("Storm Easement area"), attached and incorporated by reference.

The true and actual consideration paid for this transfer is \$0.00 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 stormwater 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 storm drainage system, with all appurtenances incident thereto or necessary therewith, and across the Storm 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 Grantor, 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.

Washington County, Oregon **2011-030294**
04/22/2011 08:32:33 AM
D-E Cnt=1 Stn=21 RECORDS1
\$20.00 \$5.00 \$11.00 \$15.00 - Total = \$51.00



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



3. Grantor may, at his/her/their option and expense, relocate the easement and associated public appurtenances, provided City consents in writing in advance to the relocation, which consent shall not be unreasonably withheld, 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 Storm Easement area. Grantor will not construct or permit anyone else to construct any building or structure of any kind in the Storm Easement area without the City's prior written consent. Grantor will not perform or permit anyone else to perform any fill or excavation activities within the Storm Easement area without the City's prior written consent.
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 Grantor will warrant and defend the easement rights herein granted from all persons who may claim the same.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 18th day of April, 2011.

GRANTOR: Clarence D. Langer Jr.
 Clarence Langer Jr.
 Manager, Langer Family LLC

STATE OF OREGON)
)ss
 County of Washington)

This instrument was acknowledged before me this 18th day of April, 2011, by Clarence Langer Jr. who, being sworn, stated that he is Manager of the LANGER FAMILY LLC, an Oregon limited liability company and this instrument was voluntarily signed on behalf of the LLC and its members.

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

Lisa M. Layne
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 4-23-14

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 18 day of April, 2011

Robert J. Salata
 City Engineer

[Signature]
 City Manager





Exhibit "A"
Legal Description
Storm Easement – Langer Family, LLC

Storm Easement

Being a strip of land located in the Southeast One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon and being a portion of that property conveyed to "Langer Family, LLC", by deed document number 98094905 in the Washington County Deed Records, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the South One-Quarter Corner of Section 29, Township 2 South, Range 1 West, Willamette Meridian;

Thence along said South line, North 89°29'31" East, 41.61 feet to the True Point of Beginning

Thence said South line, North 89°29'31" East, 215.46 feet to an angle point;

Thence leaving said South line, North 00°30'29" West, 15.00 feet to an angle point;

Thence South 89°29'31" West, 155.47 feet to an angle point;

Thence North 07°25'10" East, 97.89 feet to an angle point;

Thence North 33°56'35" East, 466.22 feet to the Southerly easement line of document number 94109104 as recorded in the Washington County Deed Records;

Thence along said Southerly line, North 00°00'19" East, 12.95 feet to an angle point;

Thence along said Southerly line, North 89°59'41" West, 22.62 feet to an angle point;

Thence leaving said Southerly line, South 33°56'35" West, 470.47 feet to an angle point;

Thence South 07°25'10" West, 94.51 feet to an angle point;

Thence South 89°29'31" West, 32.11 feet to the beginning of 493.00 foot non-tangent curve to the right;

Thence along said non-tangent curve to the right, through a central angle of 03°16'45" (chord bears South 06°29'57" West, 28.21 feet) 28.21 feet to the True Point of Beginning. Containing 18,626 square feet more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1982
TERRY GOODMAN
1989

RENEWAL DATE: 7-01-11

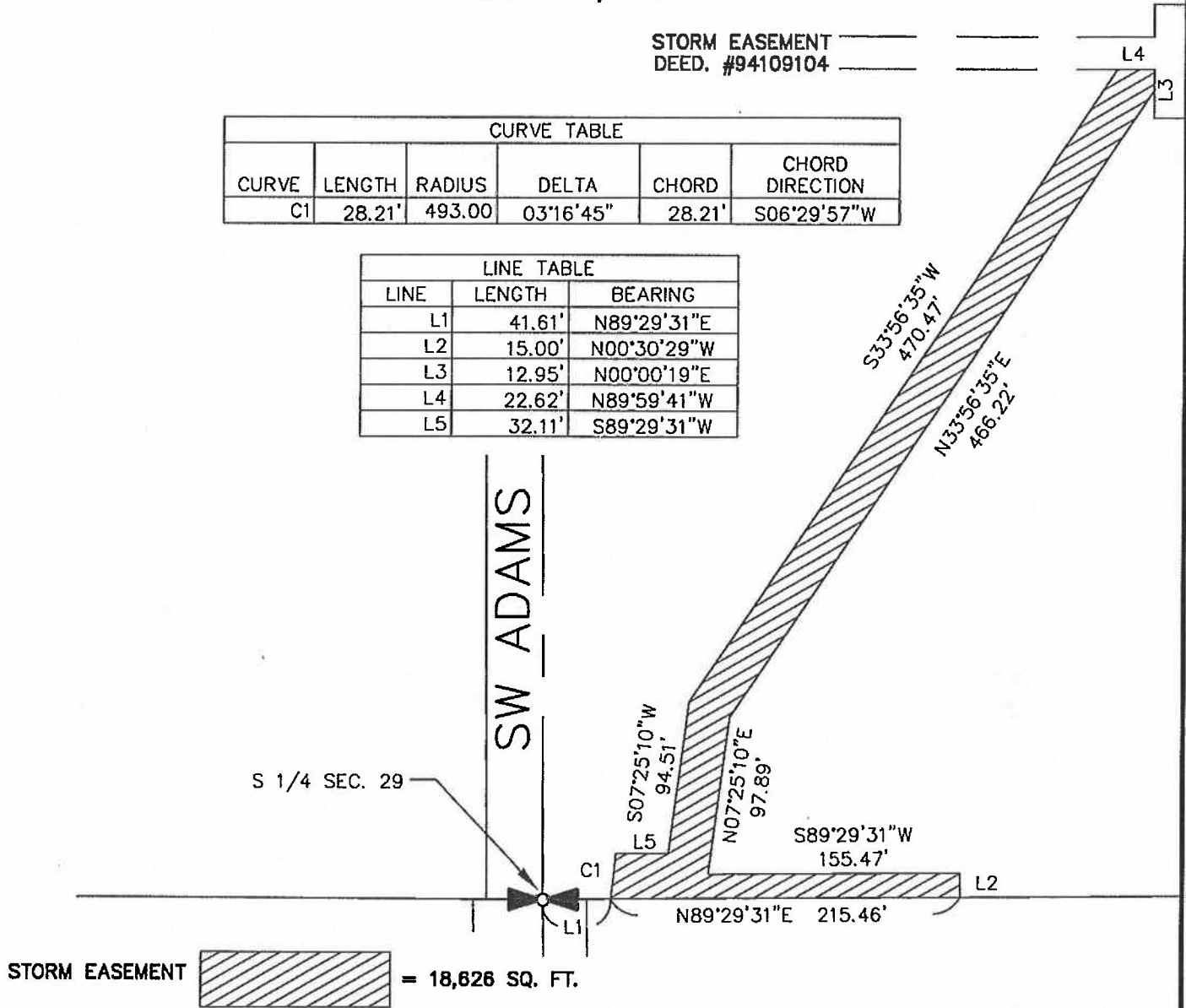
EXHIBIT "B"

LOCATED IN THE SE 1/4 OF SECTION 29,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
WILLAMETTE MERIDIAN, WASHINGTON
COUNTY, OR

STORM EASEMENT _____
DEED. #94109104 _____

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	28.21'	493.00	03°16'45"	28.21'	S06°29'57"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	41.61'	N89°29'31"E
L2	15.00'	N00°30'29"W
L3	12.95'	N00°00'19"E
L4	22.62'	N89°59'41"W
L5	32.11'	S89°29'31"W



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Terry Goodman

OREGON
JULY 16, 1982
TERRY GOODMAN
1989

RENEWAL DATE: 7-01-11

HDJ PLLC
DESIGN GROUP
engineers landscape architects planners surveyors

300 W 15th Street
Vancouver, WA 98660-2927
360/695-3488
503/924-4005
360/695-8767 fax

DRAWN BY: MCW	SCALE: 1"=100'	DATE: 08/03/2010
CHECKED BY: TLG	JOB NO.: 2336-00	SHEET 1 OF 1