



01960611201400471110110116

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



**After recording return to:**

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

**Grantor:**

City of Sherwood  
22560 SW Pine Street  
Sherwood, OR 97140

**Grantee:**

Langer Storage, LLC  
15555 SW Tualatin-Sherwood Road  
Sherwood, OR 97140

**This space reserved**

Until a change is requested, all tax statements shall be sent to Grantee at the following address:  
No Change

**SANITARY SEWER LINE EASEMENT  
AND MAINTENANCE COVENANT**

THIS SANITARY SEWER LINE EASEMENT AND MAINTENANCE COVENANT ("Agreement") is made on the last day signed below between the CITY OF SHERWOOD, a municipal corporation of the State of Oregon ("Grantor") and LANGER STORAGE, LLC, an Oregon limited liability company ("Grantee"). Grantor and Grantee may be individually referred to herein as a "Party" or collectively as "Parties."

**RECITALS**

- A. Grantor is the holder of title to approximately 5.24 acres of real property located in the City of Sherwood, Washington County, Oregon, legally described in Exhibit A and depicted in Exhibit B, both attached hereto ("Servient Estate").
- B. Grantee is the holder of title to approximately 6.93 acres of real property adjacent to the Servient Estate in the City of Sherwood, Washington County, Oregon legally described in Exhibit C and depicted in Exhibit D, both attached hereto ("Dominant Estate").
- C. The Dominant Estate and the Servient Estate are part of a common, multi-phase, multi-lot development platted on the Plat of Langer Farms, recorded in the Washington County records as Document No. 2013025409 ("Plat"). The Servient Estate is depicted as Tracts A and B on the Plat, and the Dominant Estate is depicted as Lot 5 on the Plat.
- D. The Planning Commission for the City of Sherwood approved City Case No. SP 12-03, which authorized development of the Dominant Estate, subject to conditions, with a 430-

unit storage facility ("Site Plan"). Development of the Site Plan will require the extension of a private sanitary sewer lateral line ("Lateral Line") to the Dominant Estate. Because the public sanitary sewer main line ("Main Line") is located on the north side of the Servient Estate, the Lateral Line must cross the Servient Estate to reach the Dominant Estate.

E. As a result, the Planning Commission imposed a condition of approval (Site Plan Condition 3) requiring that Grantee assume maintenance and repair responsibilities for the Lateral Line as follows:

"Prior to public improvement plan approval the applicant must sign a binding agreement with the City to take full liability for the lifetime maintenance and repair of the sanitary lateral (private) commencing at the Century Drive right-of-way line and ending within the Sentinel Self-Storage Annex lot. The maintenance and repair of this sanitary lateral line will comply with all City standards established for public sanitary lines."

F. The Parties now desire to enter this Agreement to satisfy Site Plan Condition 3 and to establish the terms and conditions for the location, maintenance, and repair of the Lateral Line.

#### AGREEMENT

NOW, THEREFORE, in consideration of the granting of land use approvals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Easement.** Grantor, its heirs, successors, and assigns hereby does bargain, sell, grant, convey, transfer and deliver unto Grantee for the benefit of the Dominant Estate a permanent non-exclusive sanitary sewer easement including the perpetual right to enter upon the real estate hereinafter described as the Easement Area at any time that Grantee or its agents may see fit for the following purposes:

Said easement shall be for the purpose of constructing, installing, operating, maintaining, and upgrading within, through and under said easement areas underground sanitary sewer pipelines and facilities together with the right to excavate and refill ditches, trenches, and areas for the location of said sanitary sewer pipelines and facilities with the further right to remove trees, bushes, grasses, undergrowth, soils or other obstructions interfering with the location, operation, maintenance and upgrade of said sanitary sewer pipelines and facilities which may be located in the hereinafter described easement area.

The Parties acknowledge that a portion of the Easement Area known as "Tract B" will serve as a regional stormwater facility. Grantee shall not use the Easement Area in any manner that interferes with the use of Tract B as a stormwater facility.

2. **Easement Area.** The land affected by the grant of this easement and right-of-way is located in the County of Washington, City of Sherwood, State of Oregon and is more particularly described in Exhibit E and depicted in Exhibit F, both attached hereto (referred to herein as "Easement Area").

3. **Covenant to Maintain, Repair, and Report.** At Grantee's sole expense, Grantee or Grantee's qualified independent contractors as approved by the Grantor shall at all times maintain the Lateral Line in good working order, condition and repair, and in compliance with all applicable state and local rules, regulations, and guidelines, including but not limited to those adopted from time to time by the City Council for the City of Sherwood and the Clean Water Services Performance and Reporting Standards for sanitary sewer lines less than 24 inches in diameter. In general, under these standards, maintenance may consist of cleaning, inspection, repair, replacement, and related activities. Grantee shall provide an annual report to the City Engineer documenting compliance with the applicable standards. Grantee shall notify the City Engineer in writing of the person responsible for compliance with Grantee's obligations under this covenant. Grantee's designee shall have the authority to bind Grantee, its successors and assigns with respect to matters described in this Agreement.

4. **Failure to Perform Covenant.** If Grantor determines that Grantee is not in compliance with the covenant described in Section 3, except in case of emergency, Grantor or its designee shall give Grantee's designee written notice to perform the maintenance and/or repair work specified in the notice. If Grantee does not respond to the notice by either a) performing the maintenance or repairs as required within thirty (30) days after receipt of such notice, or b) by providing information satisfactory to the Grantor that the maintenance or repair is being undertaken in good faith, then Grantor may enter the Easement Area to perform the necessary work.

Provided, however, if Grantor determines that Grantee is not in compliance with the covenant in Section 3 and determines that there exists or will likely exist an emergency on or about the Easement Area with respect to the Lateral Line, Grantor, its employees, independent contractors and designees reserve the right to immediately enter the Easement Area to perform any and all work required to bring the Lateral Line into compliance with Section 3, and in such case Grantor shall use reasonable efforts to notify the Grantee's designee prior to entering the Easement Area. Notwithstanding the above, the work performed shall consist only of cleaning and repairing the Lateral Line to its original condition and standards.

5. **Limitation of Duty.** Grantor and Grantee, for itself and its successors and assigns, agrees that Grantor, its employees, independent contractors and/or designees shall not have any obligation to exercise Grantor's rights and duties under Section 3 of this Agreement or to perform any maintenance or repair of the Lateral Line. Grantor shall not have any responsibility to Grantee or any of Grantee's successors or assigns in connection with the exercise or non-exercise of such rights or duties, the maintenance or repair of the Lateral Line, or the failure to perform the same.

6. **Reimbursement.** If Grantor exercises its right to enter the Easement Area pursuant to Section 4, including but not limited to the purposes of inspection, cleaning, repairing, sampling, and/or monitoring, Grantee its heirs, successors or assigns shall reimburse Grantor for all of Grantor's costs and expenses incurred in connection therewith within thirty (30) days after receipt of an invoice with any supporting documentation. If Grantee, its heirs, successors or assigns fails to pay the invoiced amount within such period, such amount shall thereafter accrue interest at a per annum rate equal to the prime rate of U.S. Bank (or its successor). Such amount, together with interest, shall be a lien on the Dominant Estate (and each of the lots contained

therein if any) which may be foreclosed in accordance with ORS Chapter 88. If the Dominant Estate is owned by more than one person (i.e. multiple lot owners), each such owner shall be jointly and severally liable for payment of the amounts provided for in this Section.

7. **Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor, its employees, independent contractors and designees harmless from and against any liability, losses, costs, and expenses, including reasonable attorney fees, from claims or suits arising from Grantee's failure to perform its obligations under this Agreement, or arising under the exercise of Grantor's rights under Section 4 by Grantor, its employees, independent contractors or designees. This duty to indemnify and hold Grantor harmless does not extend to any claims or suits arising from or caused by Grantor's negligence or willful act or omission.

8. **Runs with the Land.** The Parties' rights and obligations contained herein shall run with the land. This easement and covenant is intended to be a property interest that would benefit the Dominant Estate and transfer by operation of law to a subsequent purchaser of Grantee's property or portion thereof and such easement and covenant shall encumber the Servient Estate and transfer by operation of law to a subsequent purchaser of Grantor's property.

9. **Assignment.** The obligations of Grantee shall run with and bind the owner from time to time of the Dominant Estate, and the City shall have the right to enforce such obligations against the owner from time to time of the Dominant Estate.

10. **Authority.** The individual executing the Agreement on behalf of Grantee represents and warrants to Grantor that he or she has the full power and authority to do so and that Grantee has full right and authority to enter into this Agreement and perform its obligations under this Agreement. The individual executing the Agreement on behalf of Grantor represents and warrants to Grantee that he or she has the full power and authority to do so and that Grantor has full right and authority to enter into this Agreement and perform its obligations under this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument on the 20<sup>th</sup> day of JUNE, 2014.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURES BEGIN NEXT PAGE.]

**GRANTOR:**

CITY OF SHERWOOD, an Oregon municipal corporation

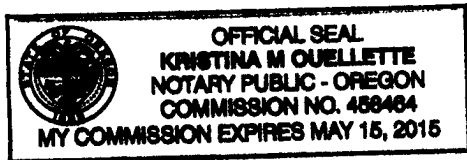
By: [Signature]

Its: City Manager

Date: June 20, 2014

STATE OF OREGON )  
 ) ss.  
COUNTY OF WASHINGTON )

This instrument was acknowledged before me on the 20<sup>th</sup> day of June, 2014, by Joseph Gall as City Manager of CITY OF SHERWOOD, an Oregon municipal corporation, on behalf of the municipal corporation.



[Signature]  
Notary Public for Oregon  
My Commission Expires: May 15, 2015

**GRANTEE:**

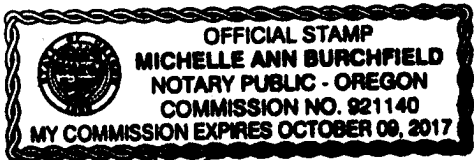
LANGER STORAGE, LLC, an Oregon limited liability company

By: [Signature]

Its: MANAGER

Date: JUNE 19, 2014

STATE OF OREGON )  
 ) ss.  
COUNTY OF Washington )



[Signature]  
Notary Public for Oregon  
My Commission Expires: 10-9-19

This instrument was acknowledged before me on the 19 day of June, 2014, by Matt Langer as manager of Langer Storage, LLC, an Oregon limited liability company, on behalf of the limited liability company.



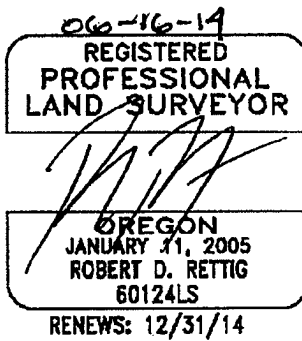
AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job No. 2929

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

## EXHIBIT A

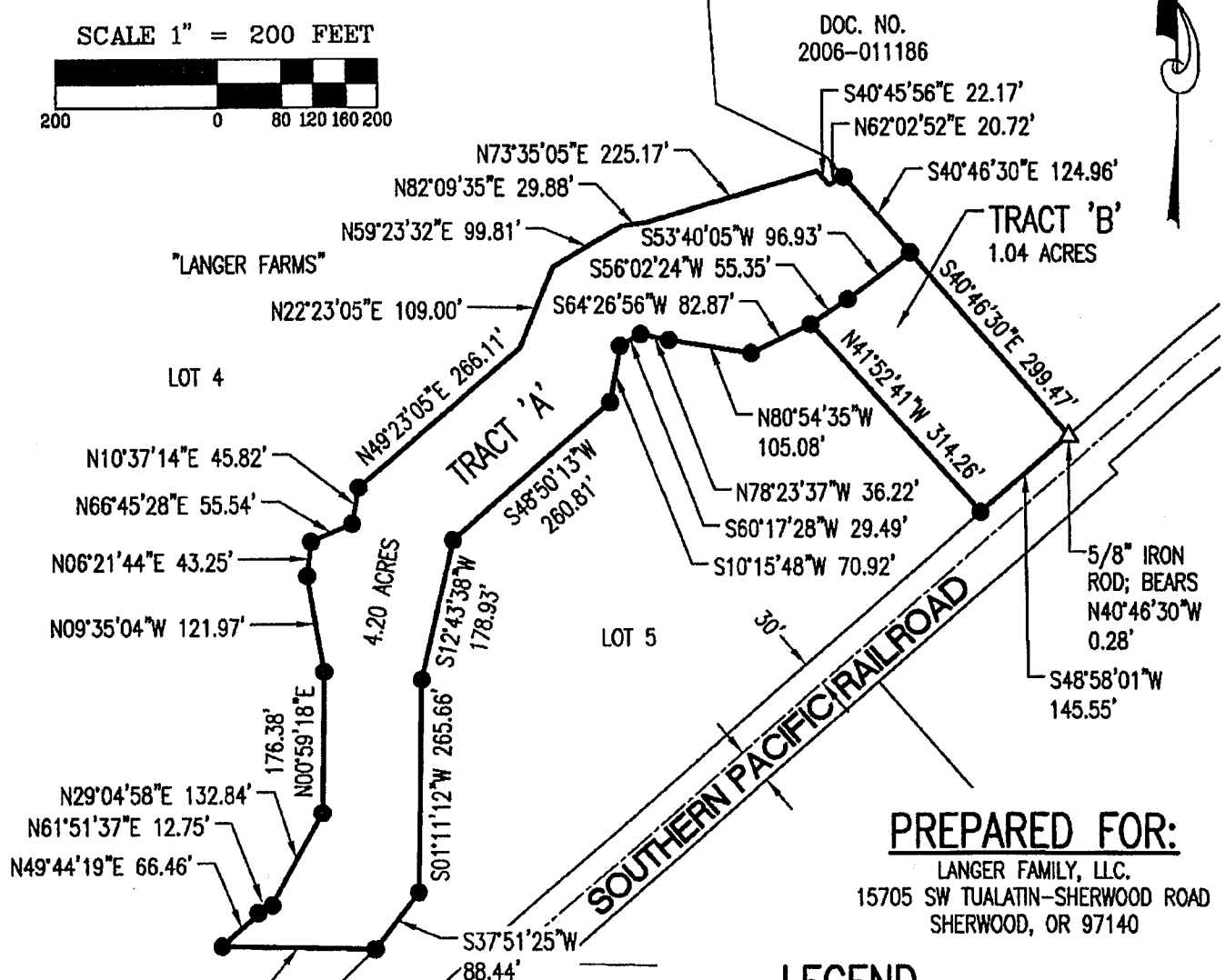
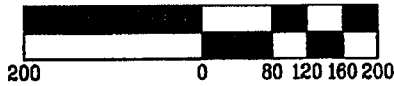
Tract 'A' and Tract 'B' of the plat "Langer Farms", located in the Southeast One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon



# EXHIBIT B

TRACT 'A' AND TRACT 'B' OF THE PLAT "LANGER FARMS",  
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 29,  
 TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,  
 CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

SCALE 1" = 200 FEET



DOC. NO.  
2006-011186

TRACT 'B'  
1.04 ACRES

TRACT 'A'  
4.20 ACRES

PREPARED FOR:  
 LANGER FAMILY, LLC.  
 15705 SW TUALATIN-SHERWOOD ROAD  
 SHERWOOD, OR 97140

### LEGEND

- 5/8" IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "AKS ENGR."
- △ DENOTES FOUND MONUMENT AS NOTED
- DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS

DATE: 06/16/14

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JANUARY 11, 2005  
 ROBERT D. RETTIG  
 60124LS

RENEWS: 12/31/14

ADAMS AVE RV STORAGE 2929 20140616 EXB	
DRAWN BY: JOH	CHECKED BY: RDR   DWG: SAN ESMT   JOB: 2929
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN ROAD, SUITE 100 TUALATIN, OR 97062 www.aks-eng.com PHONE: 503.563.6151 FAX: 503.563.6152	





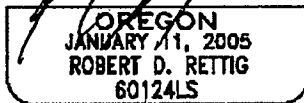
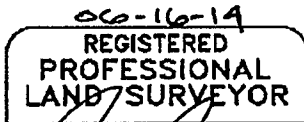
AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job No. 2929

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

## EXHIBIT C

Lot 5 of the plat "Langer Farms", located in the Southeast One-Quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon



RENEWS: 12/31/14

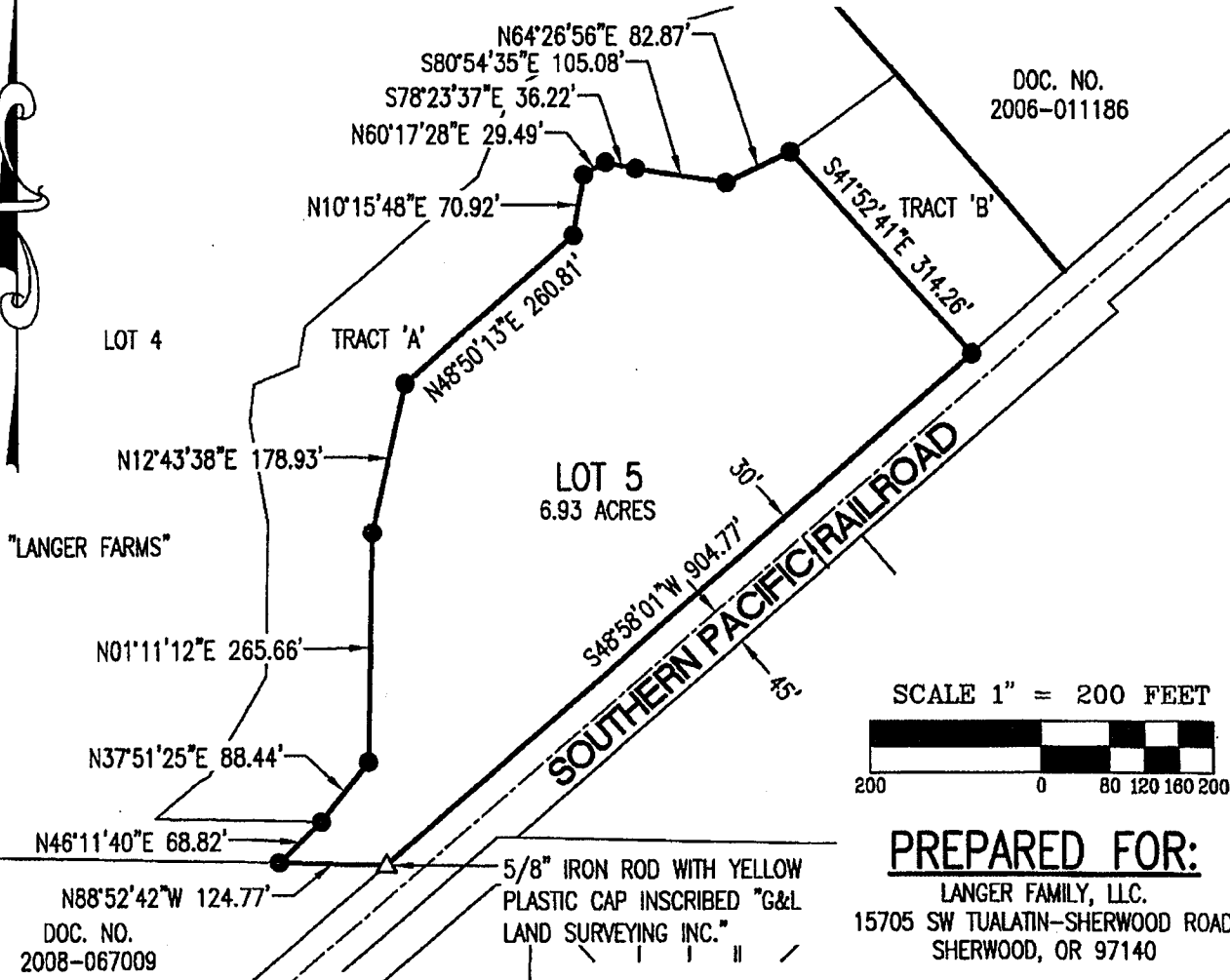


# EXHIBIT D

LOT 5 OF THE PLAT "LANGER FARMS", LOCATED IN THE  
SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 2 SOUTH,  
RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD,  
WASHINGTON COUNTY, OREGON



DOC. NO.  
2006-011186



## LEGEND

- 5/8" IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "AKS ENGR."
  - △ DENOTES FOUND MONUMENT AS NOTED
- DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS

DATE: 06/16/14

06-16-14  
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS

RENEWS: 12/31/14

ADAMS AVE RV STORAGE 2929 20140616 EXB  
DRAWN BY: JOH | CHECKED BY: RDR | DWG: SAN ESMT | JOB: 2929  
AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN ROAD, SUITE 100  
TUALATIN, OR 97062 www.aks-eng.com  
PHONE: 503.563.6151 FAX: 503.563.6152





AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job No. 2929

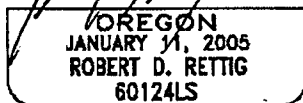
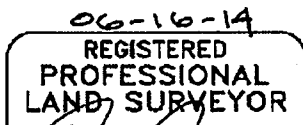
OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

## EXHIBIT E

Portions of Tract 'A' and Tract 'B' of the plat "Langer Farms", 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 more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." at the most westerly corner of Tract 'B' of the plat "Langer Farms"; thence along the northwest line of said Tract 'B' North  $56^{\circ}02'24''$  East 55.35 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence continuing along said northwest line North  $53^{\circ}40'05''$  East 76.87 feet to a point; thence leaving said northwest line North  $40^{\circ}52'00''$  West 128.00 feet to an angle point on the north line of Tract 'A'; thence along said north line North  $62^{\circ}02'52''$  East 20.72 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." at the most easterly corner of Lot 4 of said plat; thence along the northeast lines of said Tract 'A' and Tract 'B' South  $40^{\circ}46'30''$  East 145.02 feet to a point which bears South  $40^{\circ}46'30''$  East 20.06 feet from a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." at the most easterly corner of Tract 'A'; thence leaving the northeast line of said Tract 'B' South  $53^{\circ}40'05''$  West 98.90 feet to a point; thence South  $56^{\circ}02'24''$  West 52.98 feet to a point on the southwest line of said Tract 'B'; thence along said southwest line North  $41^{\circ}52'41''$  West 20.19 feet to the Point of Beginning.

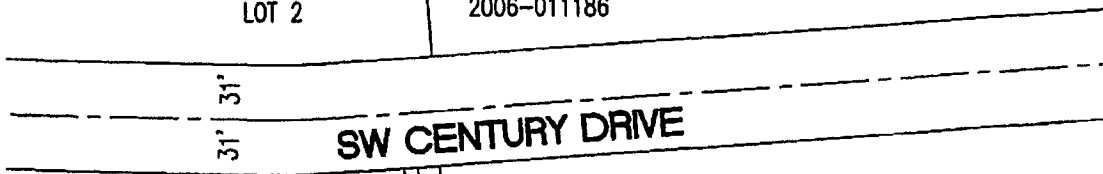
The above described tract contains 5,584 square feet, more or less.



RENEWS: 12/31/14

LOT 2

DOC. NO.  
2006-011186



**PREPARED FOR:**

LANGER FAMILY, LLC.  
15705 SW TUALATIN-SHERWOOD ROAD  
SHERWOOD, OR 97140

**EXHIBIT F**

PORTIONS OF TRACT 'A' AND TRACT 'B'  
OF THE PLAT "LANGER FARMS", LOCATED  
IN THE SOUTHEAST 1/4 OF SECTION 29,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST,  
WILLAMETTE MERIDIAN, CITY OF SHERWOOD,  
WASHINGTON COUNTY, OREGON

6" PRIVATE SANITARY  
SEWER LATERAL

20.00' SANITARY SEWER AND  
STORM DRAINAGE EASEMENT TO  
THE CITY OF SHERWOOD PER THE  
PLAT "LANGER FARMS"

DOC. NO.  
2006-011186

SCALE 1" = 100 FEET



LOT 4

"LANGER FARMS"

AREA: 5,584 SF

N40°52'00"W 128.00'

TRACT 'A'

N53°40'05"E 76.87'

N56°02'24"E 55.35'

POINT OF  
BEGINNING

N41°52'41"W 20.19'

LOT 5

TRACT 'B'

**LEGEND**

● 5/8" IRON ROD WITH YELLOW PLASTIC  
CAP INSCRIBED "AKS ENGR."

DOC. NO. DOCUMENT NUMBER PER WASHINGTON  
COUNTY DEED RECORDS

SF SQUARE FEET

06-16-14  
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS

RENEWS: 12/31/14

DATE: 06/16/14

ADAMS AVE RV STORAGE 2929 20140616 EXF		
DRAWN BY: JOH	CHECKED BY: RDR	DWG: SAN ESMT
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN ROAD, SUITE 100 TUALATIN, OR 97062		www.aks-eng.com
PHONE: 503.563.6151	FAX: 503.563.6152	<b>AKS</b>