

Washington County, Oregon	2014-048078
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Str=9 C WHITE	08/04/2014 08:41:22 AM
\$25.00 \$11.00 \$5.00 \$20.00	\$61.00
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	

STORMWATER EASEMENT

DATED: July 30, 2014

AFTER RECORDING RETURN TO:

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

Until requested otherwise, send all tax statements to Grantee at the address below.

BETWEEN:

Grantor:
 Langer Gramor LLC
 19767 SW 72nd Avenue
 Tualatin, OR 97062

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

THIS GRANT OF A PERMANENT, NONEXCLUSIVE STORMWATER EASEMENT is made by and between Langer Gramor LLC, an Oregon limited liability company and its successors and assigns ("Grantor"), and the City of Sherwood, an Oregon municipal corporation and 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, ("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 \$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 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.

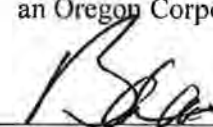
2. City upon the initial installation (as applicable) and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, will restore the premises of the Grantor, and any improvements disturbed by the City, to as good condition as they were prior to any such installation 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 of interference with the use granted herein.
3. Grantor may, at its 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 Easement Area. Grantor will not construct or permit anyone else to construct any building or structure of any kind in the Easement Area without City's prior written consent. 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. Grantor will not endanger or permit anyone else to endanger the lateral support of any facilities constructed within the Easement Area.
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 claims whatsoever.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 21st day of July, 2014.

GRANTOR: LANGER GRAMOR LLC, an Oregon Limited Liability Company

By: Gramor Sherwood Langer LLC,
an Oregon Limited Liability Company, Manager

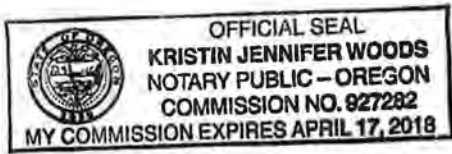
By: Gramor Investments, Inc.,
an Oregon Corporation, Manager

By: 
Printed Name: Barry A. Cain
Title: President

STATE OF OREGON)
)ss
County of Washington)

On this 21st day of July, 2014, the above-named Barry A. Cain as the President of the Manager of the Manager and the authorized representative of Langer Gramor LLC, an Oregon limited liability company, personally appeared before me and acknowledged the foregoing instrument to be his voluntary act and deed.

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



Kristin Jennifer Woods
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 17, 2018

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 30th day of July, 2014

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

Joseph Gall
Joseph Gall, ICMA-CM
City Manager

ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



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EXHIBIT A

Easement Description

A portion of Lot 1 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 the northeast corner of Lot 1 of the plat "Langer Farms"; thence along the north line of said Lot 1, being the south right-of-way line of SW Tualatin-Sherwood Road (49.00 feet from centerline) North 89°50'26" West 6.24 feet to the True Point of Beginning; thence continuing along said south right-of-way North 89°50'26" West 16.13 feet to a point; thence leaving said north right-of-way line South 21°43'19" West 13.93 feet to a point; thence North 89°50'26" West 268.70 feet to a point; thence North 63°32'19" West 30.91 feet to a point on said south right-of-way line; thence along said south right-of-way line along a non-tangent curve to the right (Radial: North 01°15'25" East) with a Radius of 4049.00 feet, a Delta of 00°30'11", a Length of 35.56 feet, and a Chord of North 88°29'30" West 35.56 feet to a point; thence leaving said south right-of-way line South 63°32'19" East 62.72 feet to a point; thence South 31°07'49" East 25.07 feet to a point; thence South 50°36'24" East 69.10 feet to a point on the easterly south line of said Lot 1; thence along said easterly south line South 88°29'19" East 24.43 feet to a point; thence leaving said south line North 50°36'24" West 85.80 feet to a point; thence North 31°07'49" West 11.34 feet to a point; thence South 89°50'26" East 267.31 feet to a point; thence North 21°43'19" East 30.06 feet to the True Point of Beginning.

The above described tract contains 6,616 square feet, more or less.



PREPARED FOR:

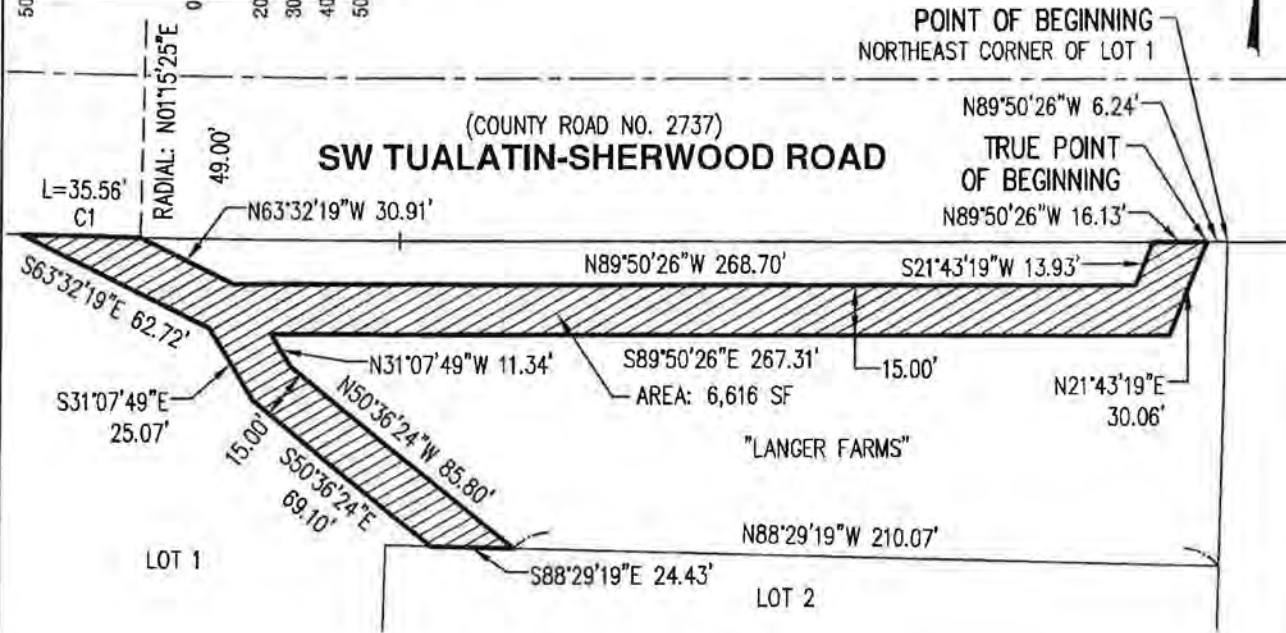
LANGER GRAMOR, LLC.
19767 SW 72ND AVE, SUITE 100
TUALATIN, OR 97062

EXHIBIT B

MAP OF EASEMENT

A PORTION OF LOT 1 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" = 50 FEET



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	4049.00'	00°30'11"	35.56'	N88°29'30"W 35.56'

LEGEND

SF SQUARE FEET

2-17-14

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/14

JOB NAME: LANGER
JOB NUMBER: 3048
DRAWN BY: JOH
CHECKED BY: RDR
DWG NO.: 3048 121113 EXB

AKS ENGINEERING AND FORESTRY, LLC
13910 SW GALBREATH DR
SUITE 100
SHERWOOD, OR 97140
PHONE: 503.925.8799
FAX: 503.925.8969



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FORESTRY · LANDSCAPE ARCHITECTURE