

Washington County, Oregon	<b>2014-048079</b>
D-E	<b>08/04/2014 08:41:22 AM</b>
Stn=9 C WHITE	
\$25.00 \$11.00 \$5.00 \$20.00	<b>\$61.00</b>
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	

**WATER LINE 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, Suite 100  
 Tualatin, OR 97062

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

THIS GRANT OF A PERMANENT, NONEXCLUSIVE WATER LINE 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 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 \$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 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.

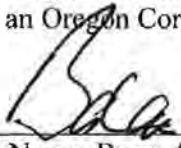
2. City upon the initial installation (as applicable) and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, will restore the premises of the Grantor, and any improvements disturbed by the City, to as good condition as they were prior to any such installation 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 21<sup>st</sup> 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 21<sup>st</sup> 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 30<sup>th</sup> 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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Job #3048

## EXHIBIT A

### Easement Description

A portion of Lot 3 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 northwest corner of Lot 3 of the plat "Langer Farms"; thence along the north line of said Lot 3 South 88°29'19" East 8.00 feet to a point on the east line of the Public Utility Easement per Document Number 2011-030292, Washington County Deed Records and the True Point of Beginning; thence continuing along the north line of said Lot 3 South 88°29'19" East 11.69 feet to a point; thence leaving said north line South 01°30'41" West 16.66 feet to a point; thence North 88°29'19" West 11.65 feet to a point on the east line of said easement; thence along said east line North 01°21'46" East 16.66 feet to the True Point of Beginning.

The above described tract contains 195 square feet, more or less.



**PREPARED FOR:**

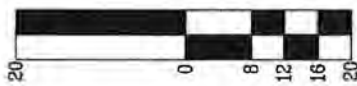
LANGER GRAMOR, LLC.  
19767 SW 72ND AVE, SUITE 100  
TUALATIN, OR 97062

**EXHIBIT B**

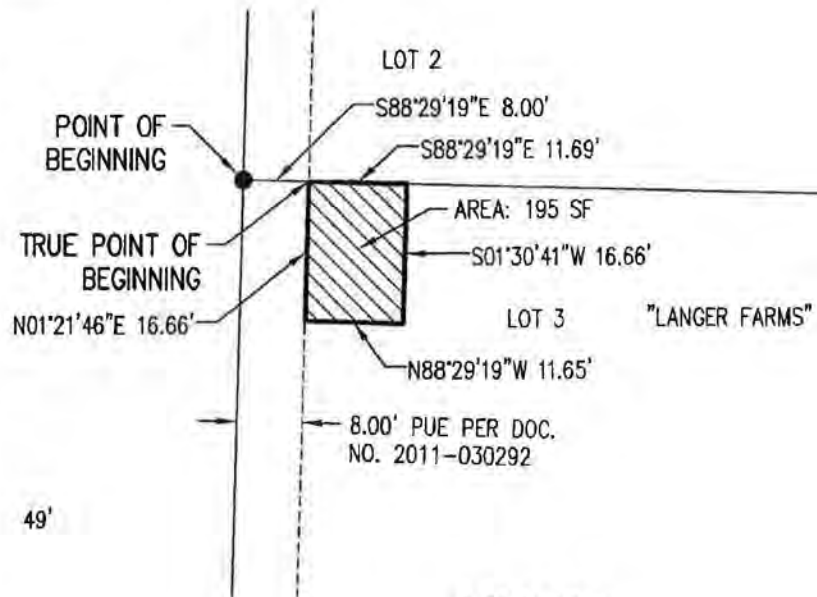
**MAP OF EASEMENT**

A PORTION OF LOT 3 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" = 20 FEET



SW LANGER FARMS PARKWAY



**LEGEND**

- DENOTES 5/8" IRON ROD WITH A YELLOW PLASTIC CAP INSCRIBED "AKS ENGR."
- 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