

Washington County, Oregon	2014-048083
D-E	
Stn=9 C WHITE	08/04/2014 08:41:22 AM
\$30.00 \$11.00 \$5.00 \$20.00	\$66.00
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: August 1, 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:
 Wal-Mart Real Estate Business Trust
 2001 SE 10th Street
 Bentonville, AR 72712

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

THIS GRANT OF A PERMANENT, NONEXCLUSIVE STORMWATER EASEMENT is made by and between Wal-Mart Real Estate Business Trust, a Delaware business trust 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:

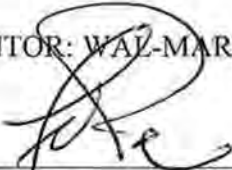
1. The permanent stormwater easement includes the right, privilege, and authority granted to the City to excavate for, and to construct, build, install, lay, patrol, operate,

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 17th day of June, 2014.

GRANTOR: WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware Business Trust

By: 
Printed Name: Frank Pampalone
Title: Director

STATE OF Arkansas)
)ss
County of Benton)

On this 17th day of June, 2014, the above-named Frank Pampalone as the Director of Design and the authorized representative of Wal-Mart Real Estate Business Trust, a Delaware business trust, 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.



Jane Bennett
NOTARY PUBLIC FOR Arkansas
My Commission Expires: 1-20-2022

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 1st day of August, 2014

Robert 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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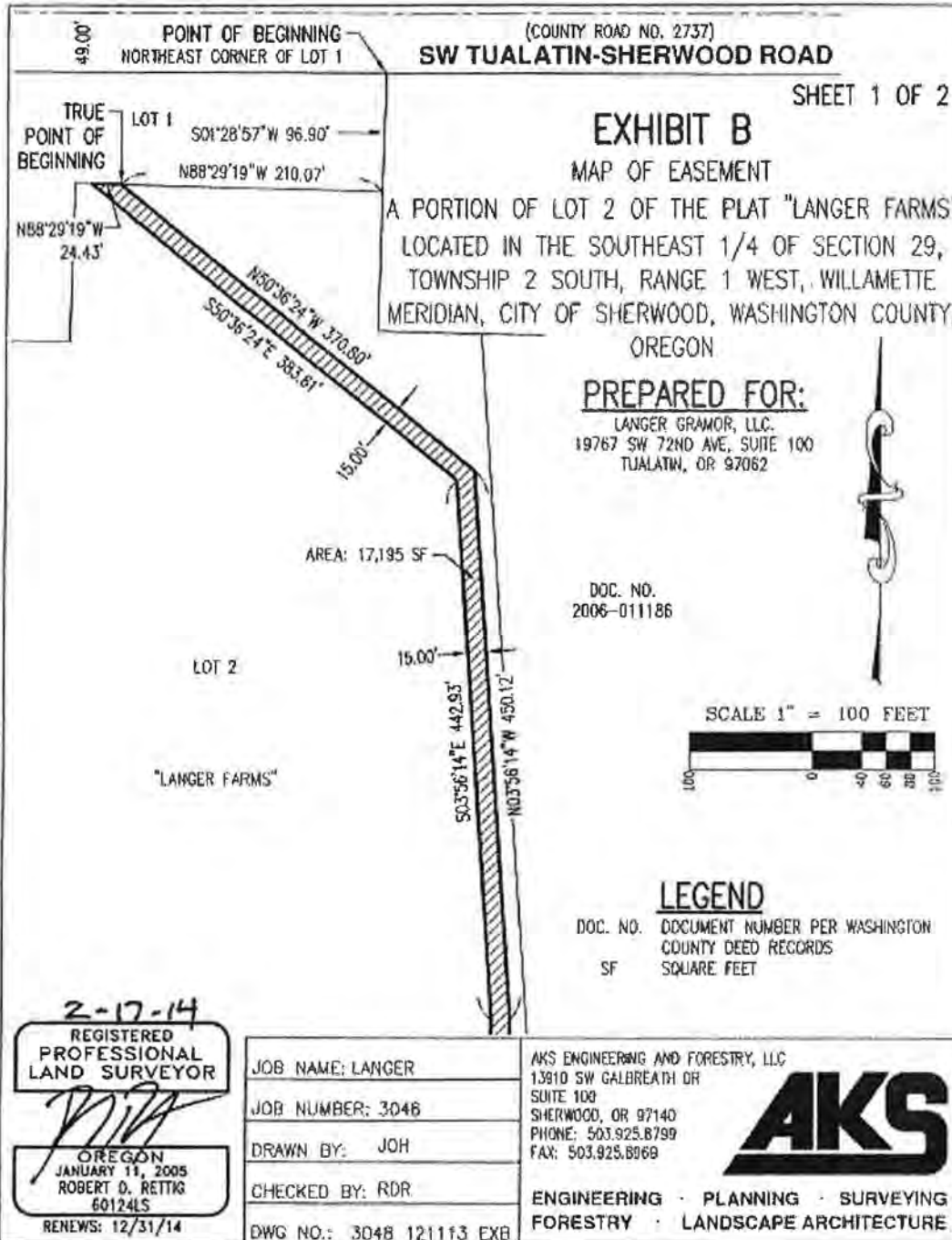
EXHIBIT A
Easement Description

A portion of Lot 2 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 east line of said Lot 1 South $01^{\circ}28'57''$ West 96.90 feet to the easterly southeast corner of said Lot 1; thence along the easterly south line of said Lot 1 North $88^{\circ}29'19''$ West 210.07 feet to the True Point of Beginning; thence continuing along said south line North $88^{\circ}29'19''$ West 24.43 feet to a point; thence leaving said south line South $50^{\circ}36'24''$ East 383.61 feet to a point; thence South $03^{\circ}56'14''$ East 442.93 feet to a point; thence South $01^{\circ}30'41''$ West 163.43 feet to a point; thence South $16^{\circ}09'09''$ East 134.19 feet to a point; thence South $03^{\circ}56'24''$ East 25.36 feet to a point on the south line of Lot 2 of said plat, being the north right-of-way line of SW Century Drive (31.00 feet from centerline); thence along said north right-of-way line North $86^{\circ}03'07''$ East 15.00 feet to the southeast corner of said Lot 2; thence along the east line of said Lot 2 North $03^{\circ}56'24''$ West 26.97 feet to a point; thence leaving said east line North $16^{\circ}09'09''$ West 133.46 feet to a point; thence North $01^{\circ}30'41''$ East 161.81 feet to a point; thence North $03^{\circ}56'14''$ West 450.12 feet to a point; thence North $50^{\circ}36'24''$ West 370.80 feet to the True Point of Beginning

The above described tract contains 17,195 square feet, more or less.





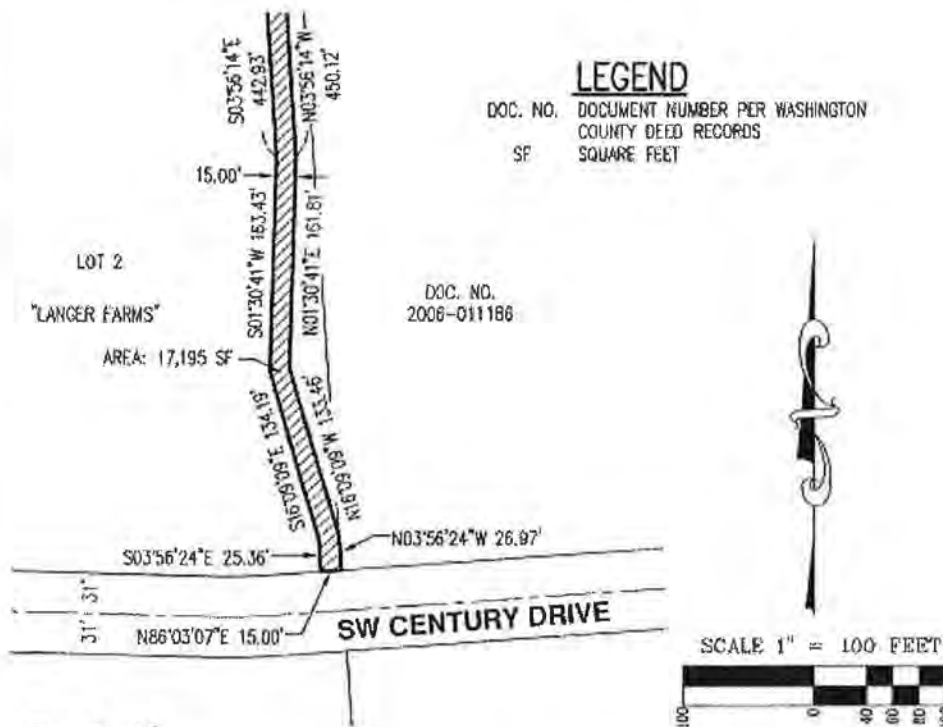
PREPARED FOR:

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

EXHIBIT B

MAP OF EASEMENT

A PORTION OF LOT 2 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



LEGEND

DOC. NO. DOCUMENT NUMBER PER WASHINGTON
COUNTY DEED RECORDS
SF SQUARE FEET

DOC. NO.
2008-011186



SCALE 1" = 100 FEET



2-17-14

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]

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