

STEWART TITLE 1030397 7.0.

**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:**

Wal-Mart Real Estate Business Trust  
2001 SE 10<sup>th</sup> Street  
Bentonville, AR 72716  
Store #4176

STEWART TITLE records this document as an accommodation only. No liability is assumed or accepted for the condition of title or for the validity or effect of this document.

**This space res**

Until a change is requested, all tax statements shall be sent to Grantee at the following address:  
Wal-Mart Property Tax Dept. Store # 4176  
PO Box 8050  
Attn: MS 0555  
Bentonville, AR 72716-8050

Washington County, Oregon	<b>2014-049349</b>
D-DQ	
Stn=4 K GRUNEWALD	<b>08/08/2014 09:23:39 AM</b>
\$25.00 \$11.00 \$10.00 \$5.00 \$20.00	<b>\$71.00</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	

The true and actual consideration for this transfer in terms of dollars is \$0.00, but consists of other good and valuable consideration.

**QUITCLAIM DEED AND RELEASE OF STORMWATER EASEMENT AND MAINTENANCE COVENANT**

**RECITALS**

- A. The City of Sherwood, a municipal corporation of the State of Oregon (City); Langer Family LLC, an Oregon limited liability company; and Target Corporation, a Minnesota corporation (Target) entered that certain Stormwater Easement and Maintenance Covenant dated December 19, 2003, and recorded among the Deed Records of Washington County, Oregon, as Document #2004-078681 (Easement).
- B. Under the Easement, Langer Family LLC granted Target, for the benefit of real property owned by Target, a permanent non-exclusive stormwater easement for the purpose of constructing, installing, operating, maintaining and upgrading within, through, and under the easement area, stormwater facilities, together with the right to excavate and refill ditches and trenches, and with the further right to remove obstructions within the easement area that interfere with the stormwater facilities.
- C. Under the Easement, Langer Family LLC granted the City, its employees, independent contractors, and designees, a nonexclusive easement for egress over, across, and under certain real property owned by Langer Family LLC for the purposes of inspecting, cleaning, repairing, sampling, and/or monitoring the stormwater facilities and discharges therefrom.
- D. The real property subject to the Easement has been further divided among Lots 1 and 2 of the Langer Farms Subdivision. Lot 1 is now owned by Langer Gramor LLC, an Oregon limited liability

STEWART TITLE 1030097 T.O.

**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:**

Wal-Mart Real Estate Business Trust  
2001 SE 10<sup>th</sup> Street  
Bentonville, AR 72716  
Store #4176

STEWART TITLE records this document as an accommodation only. No liability is assumed or accepted for the condition of title or for the validity or effect of this document.

**This space reserved for recorder's use.**

Until a change is requested, all tax statements shall be sent to Grantee at the following address:  
Wal-Mart Property Tax Dept. Store # 4176  
PO Box 8050  
Attn: MS 0555  
Bentonville, AR 72716-8050

The true and actual consideration for this transfer in terms of dollars is \$0.00, but consists of other good and valuable consideration.

**QUITCLAIM DEED AND RELEASE OF STORMWATER EASEMENT AND MAINTENANCE COVENANT**

**RECITALS**

- A. The City of Sherwood, a municipal corporation of the State of Oregon (City); Langer Family LLC, an Oregon limited liability company; and Target Corporation, a Minnesota corporation (Target) entered that certain Stormwater Easement and Maintenance Covenant dated December 19, 2003, and recorded among the Deed Records of Washington County, Oregon, as Document #2004-078681 (Easement).
- B. Under the Easement, Langer Family LLC granted Target, for the benefit of real property owned by Target, a permanent non-exclusive stormwater easement for the purpose of constructing, installing, operating, maintaining and upgrading within, through, and under the easement area, stormwater facilities, together with the right to excavate and refill ditches and trenches, and with the further right to remove obstructions within the easement area that interfere with the stormwater facilities.
- C. Under the Easement, Langer Family LLC granted the City, its employees, independent contractors, and designees, a nonexclusive easement for egress over, across, and under certain real property owned by Langer Family LLC for the purposes of inspecting, cleaning, repairing, sampling, and/or monitoring the stormwater facilities and discharges therefrom.
- D. The real property subject to the Easement has been further divided among Lots 1 and 2 of the Langer Farms Subdivision. Lot 1 is now owned by Langer Gramor LLC, an Oregon limited liability

company, and Lot 2 is owned by Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("Walmart").

E. The portion of Lot 2 that is subject to the Easement is further described in Exhibit A, attached hereto, and depicted in Exhibit B, attached hereto (Lot 2 Easement Area). The portion of Lot 1 that is subject to the Easement is referred to as the Lot 1 Easement Area.

F. Stormwater facilities have been installed and utilized within the Lot 2 Easement Area consistent with the Easement. However, these facilities are currently abandoned and not being used for stormwater purposes because new facilities have been developed to serve this area.

G. The City has determined that the Easement is no longer needed for public use and that it is in the public interest to release all of the City's right, title, and interest in the Easement and the Lot 2 Easement Area to Walmart.

H. Contemporaneous with the execution and delivery of this quitclaim and release, the City is executing and delivering a quitclaim and release of the City's rights and interests in the Easement and the Lot 1 Easement Area to Langer Gramor LLC.

I. Contemporaneous with the execution and delivery of the City's quitclaims and releases, Target is executing and delivering: (1) a quitclaim and release of Target's rights and interests in the Easement and Lot 2 Easement Area to Walmart; and (2) a quitclaim and release of Target's rights and interests in the Easement and Lot 1 Easement Area to Langer Gramor LLC.

J. The parties agree that, upon execution and delivery of these various documents, the Easement will be extinguished.

### **QUITCLAIM AND RELEASE**

1. For the reasons recited above, the City of Sherwood, a municipal corporation of the State of Oregon, Grantor, hereby releases, relinquishes, and quitclaims to Walmart, Grantee and its successors and assigns, all rights, title, and interest in the Lot 2 Easement Area, described in Exhibit A and depicted in Exhibit B, created by under the Easement. Upon such release, all of the estates, rights, and privileges created by or under the Easement and in favor of the City shall be of no further force and effect as to the Lot 2 Easement Area and shall not burden or benefit or otherwise encumber any portion of the Lot 2 Easement Area.

2. The real property and all improvements located within the Lot 2 Easement Area pursuant to the Easement and, including any stormwater facilities that may be located within the Lot 2 Easement Area, are conveyed to Grantee "AS IS," without any representation or warranties, express or implied. The City shall have no responsibility to maintain or remove any stormwater facilities that may be located within the Lot 2 Easement Area.

3. The true and actual consideration for this conveyance is other than money.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE

PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quitclaim Deed and Release of Stormwater Easement and Maintenance Covenant as of the date set forth below.

DATED this 30 day of June, 2014.

GRANTOR, City of Sherwood

By: *JP Gall*  
 Printed Name: Joseph P. Gall  
 Its: City Manager

STATE OF OREGON            )  
   ) ss.  
 COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Joseph Gall as the City Manager of the City of Sherwood.

*Kristina M. Ouellette*  
 Notary Public for Oregon  
 My commission expires: May 15<sup>th</sup> 2015



**EXHIBIT 'A'**

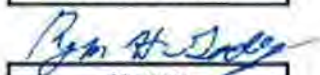
A TRACT OF LAND BEING A PORTION OF LOT 2 "LANGER FARMS", A DULY RECORDED SUBDIVISION PLAT AS FILED IN THE RECORDS OF THE WASHINGTON COUNTY SURVEYORS OFFICE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, AS SHOWN ON THE ATTACHED EXHIBIT 'A.1' AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR." AT THE MOST NORTHERLY NORTHEAST CORNER OF LOT 2 "LANGER FARMS"; THENCE ALONG SAID NORTH LINE N88°29'19"W, 49.37 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE S75°32'47"W, 142.67 FEET, THENCE N50°36'10"W, 63.90 FEET TO THE NORTH LINE OF LOT 2; THENCE ALONG SAID NORTH LINE S88°29'19"E, 187.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 3680 SQUARE FEET, 0.08 ACRES MORE OR LESS.

BASIS OF BEARING IS LANGER FARMS SUBDIVISION PLAT, WASHINGTON COUNTY.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



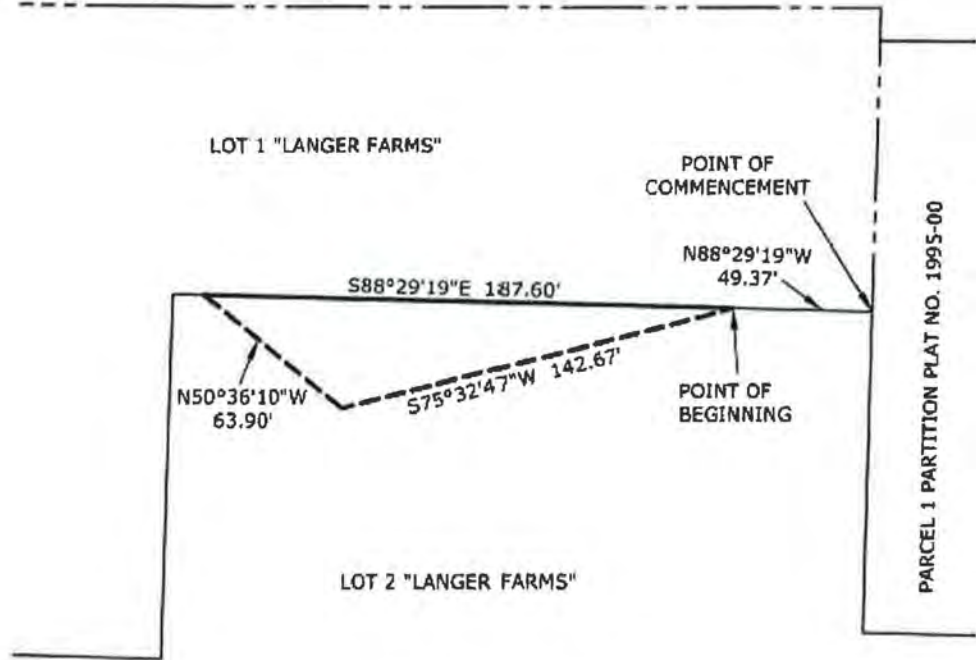
OREGON  
DECEMBER 13, 2007  
RYAN H. GODSEY  
65604

RENEWS: 6/30/15

PREPARED BY CES/NW INC.

EXHIBIT 'A.1'

S.W. TUALATIN-SHERWOOD ROAD (C.R. 2737)



1 INCH = 50 FEET



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Ryan H. Godsey*

OREGON  
DECEMBER 13, 2007  
RYAN H. GODSEY  
65604  
RENEWS: 6/30/15

CES|NW 13190 SW 68th Parkway, Suite 150  
Tigard, Oregon 97223  
503.968.6655 www.cesnw.com

DATE  
5-29-14