

Washington County, Oregon	2014-054287
D-E	08/27/2014 04:08:18 PM
Stn=3 REED	
\$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	

WATER LINE EASEMENT

DATED: August 4, 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 Family LLC
 15585 SW Tualatin-Sherwood Road
 Sherwood, OR 97140

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 Family 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:

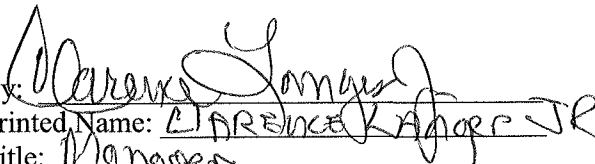
1. The permanent water line easement includes the right, privilege, and authority granted to the City to excavate for, and to construct, build, install, lay, patrol, operate,

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 or 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 4th day of AUGUST, 2014.

GRANTOR: LANGER FAMILY LLC, an Oregon limited liability company

By: 
Printed Name: CLARENCE KANGER JR
Title: Manager

STATE OF OR)
)ss
County of Washington)

On this 4th day of August, 2014, the above-named Clarence Langer as the manager and the authorized representative of Langer Family 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.



Michelle Burchfield
NOTARY PUBLIC FOR Oregon
My Commission Expires: 10-9-17

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 5th day of August, 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 4 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 at the southwest corner of Lot 4 of the plat "Langer Farms", being a point on the east right-of-way line of SW Langer Farms Parkway; thence along said east right-of-way line along a non-tangent curve to the left (Radial: North 80°01'05" West) with a Radius of 485.00 feet, a Delta of 04°42'02", a Length of 39.79 feet, a Chord of North 07°37'55" East 39.78 feet to the True Point of Beginning; thence continuing along said east right-of-way line along a curve to the left with a Radius of 485.00 feet, a Delta of 03°40'44", a Length of 31.14 feet, and a Chord of North 03°26'32" East 31.14 feet to a point; thence leaving said east right-of-way line South 88°52'09" East 31.60 feet to a point; thence South 01°07'51" West 31.11 feet to a point; thence North 88°52'09" West 32.85 feet to the True Point of Beginning.

The above described tract contains 997 square feet, more or less.



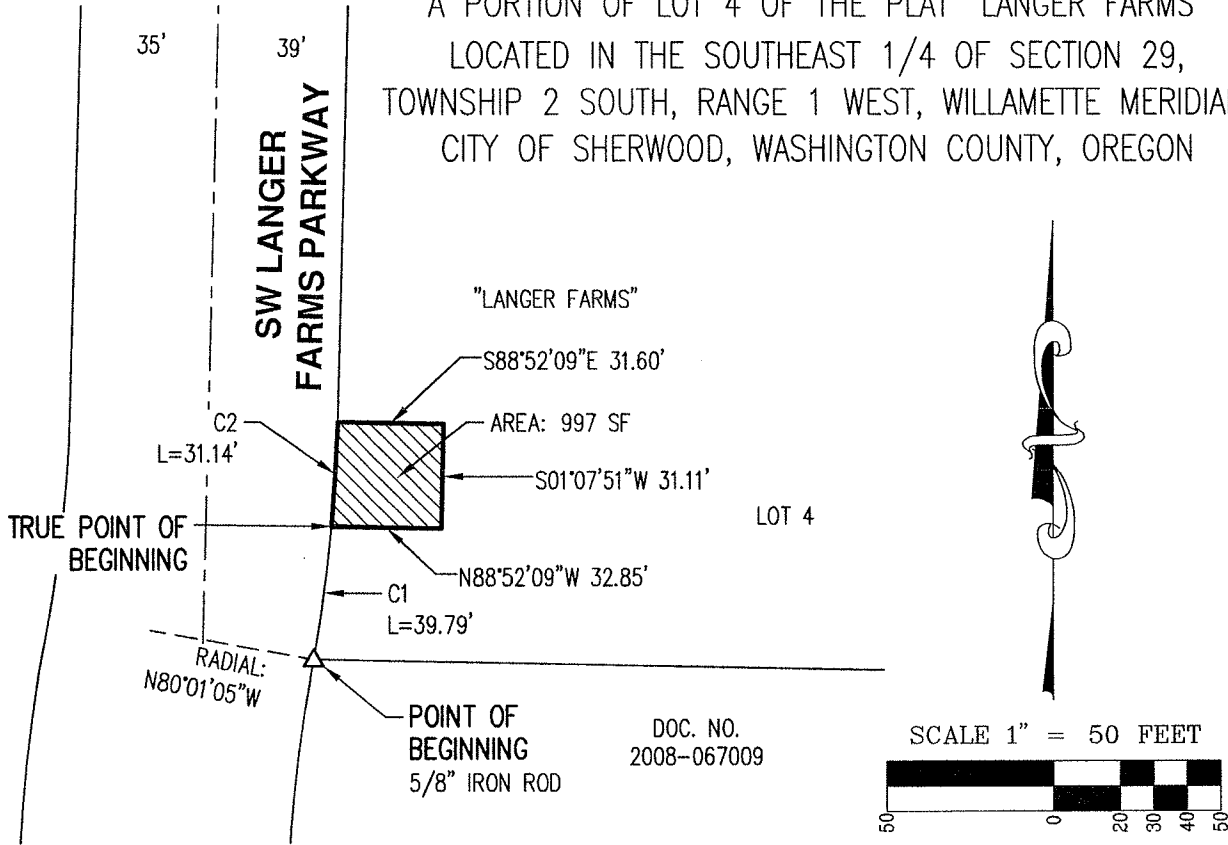
PREPARED FOR:

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

EXHIBIT B

MAP OF EASEMENT

A PORTION OF LOT 4 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.
2008-067009

LEGEND

- △ DENOTES FOUND MONUMENT AS NOTED
- DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS
- SF SQUARE FEET

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	485.00'	04°42'02"	39.79'	N07°37'55"E 39.78'
C2	485.00'	03°40'44"	31.14'	N03°26'32"E 31.14'

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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