CITY OF SHERWOOD, OREGON



Resolution No. 2001-926

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A RESOLUTION DECLARING THE PUBLIC NECESSITY TO ACQUIRE EASEMENTS FOR THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF A SANITARY SEWER, WATER PIPELINE AND DRAINAGE PIPELINE; AND AUTHORIZING EFFORTS TO NEGOTIATE PURCHASE OF THE SUBJECT PROPERTY AND CONDEMNATION OF THE PROPERTY IF NECESSARY AND ACQUIRE IMMEDIATE POSSESSION

WHEREAS, the City of Sherwood is authorized and responsible for the locating, construction, operation and maintenance of a sanitary sewer, water and drainage systems within its jurisdiction and pursuant to that authority has found it necessary, for purposes of providing sanitary sewer, water and drainage to several properties in the vicinity of S.W. Pacific Highway and Meinecke Road, including Smith Farm Estates, to provide for sanitary sewer, water and drainage facilities on property known as Smith Farm Estates and has previously conditioned Smith Farm Estates to provide easements for such facilities (herein "Smith Farm Estates Easements") and to construct portions of those facilities, and

WHEREAS, Smith Farm Estates has in part complied with such conditions by constructing portions of the facilities, but has not conveyed to the City the Smith Farm Estates Easements in support of the facilities, and

Resolution 2001-926 February 13, 2001 Page 1 of 3 with Exhibits "A", "B", and "C" (23 pages total) WHEREAS, the City Council having considered and deliberated at a public meeting the public interest and necessity of acquiring the Smith Farm Estates Easements in the form and location described in Exhibit "A" (Pipeline Easement - Sewer), Exhibit "B" (Pipeline Easement - Water), and Exhibit "C" (Pipeline Easement - Drainage), attached hereto and incorporated herein and collectively referred to as the "Property", and

WHEREAS, it is necessary and in the public interest to acquire the Property, and the location and description of the Property has been determined in a manner which will be most compatible with the greatest public good and least private injury.

NOW, THEREFORE, THE CITY RESOLVED AS FOLLOWS:

<u>Section 1.</u> The City Manager, or his designee, is authorized and directed to negotiate the acquisition of the Property with the property owner, including compensation for the taking.

Section 2. In an effort to acquire the Property, the City Manager, or his designee, is authorized to present to the Property owner an offer pursuant to ORS 35.346, and may thereafter direct City legal counsel, on behalf of the City, to file a complaint in condemnation to acquire the Property.

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Section 3. Upon filing of a complaint in condemnation, City legal counsel shall move for immediate possession of the Property and, upon authorization of the City Manager, may

Resolution 2001-926 February 13, 2001 Page 2 of 3 with Exhibits "A", "B", and "C" (23 pages total) make such stipulations, admissions or agreements as may be in the best interest of the City.

Duly passed by the City Council this _____ day of _____, 2001.

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KEITH S. MAYS, Council President

Attest: C.L. Wiley, City Recorder

Resolution 2001-926 February 13, 2001 Page 3 of 3 with Exhibits "A", "B", and "C" (23 pages total)

PIPELINE EASEMENT Sewer

KNOW ALL MEN BY THESE PRESENTS, that LAURENCE A. LESHER and CAROLYN M. LESHER, TRUSTEES U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust, and RUTH M. TORRA, as Trustee, by Document No. 98041524 Washington County Deed Records, for good and valuable consideration, the receipt whereof is hereby acknowledged, do forever grant, bargain, sell, and convey unto the CITY OF SHERWOOD, an Oregon municipal corporation, a permanent easement over and along the full width and length of the premises described as follows, to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the above described permanent right-of-way unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent easement shall include the right in the said City of Sherwood, to excavate for, and to construct, operate, maintain, repair, replace and remove an underground sewer pipeline with all appurtenances incident thereto or necessary therewith, including manholes, for the purpose of conveying sewage waste under said premises, together with the right of said City of Sherwood to place, excavate, replace, repair, install, maintain, operate, inspect, and relocate pipelines and necessary appurtenances and make excavations therefor from time to time, in, under and through the above described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

AFTER RECORDING RETURN TO:

UNTIL A CHANGE IS REQUESTED, SEND ALL TAX STATEMENTS TO:

NO CHANGE

City of Sherwood Engineering Department 20 NW Washington St. Sherwood, OR 97140

Exhibit A page 1 or 7

2. No building shall be constructed over the pipeline easement and no earthfill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantor, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, their successors or assigns.

3. Grantee will indemnify and hold harmless the Grantor, their heirs and assigns, from claims of injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

4. The City of Sherwood, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall 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.

5. Grantor reserves the right to use the easement to construct driveways, paving or landscaping.

THIS INSTRUMENT WILL 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 FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE

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<i>III</i>			
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Exhibit A page 2 or 7

APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LOSS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, the undersigned Grantor has executed this easement this _______, 2001.

Laurence A. Lesher and Carolyn M. Lesher, Trustees U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust

Laurence A. Lesher, Trustee

Ruth M. Torra, Trustee

Carolyn M. Lesher, Trustee

STATE OF CALIFORNIA)

County of

The foregoing instrument was acknowledged before me this _____ day of _____ 2001, by Ruth M. Torra, Trustee of the ______.

) \$\$.

NOTARY PUBLIC FOR CALIFORNIA My Commission Expires:

STATE OF CALIFORNIA)) ss. County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Carolyn M. Lesher, Trustee of the Lesher Family Trust.

NOTARY PUBLIC FOR CALIFORNIA My Commission Expires:

Exhibit A page 3 of 7

8/2001 09:47	5033906557	LIEN HOBSON JOHNSON	PAGE Ø
:	((
STATE OF _	MAAA)	
County of	:) \$\$.)	
	, 2001,	was acknowledged before me this	day of
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		NOTARY PUBLIC FOR	
		NOTARY PUBLIC FOR My Commission Expires:	
APPROVED			

4

Acting as City Engineer

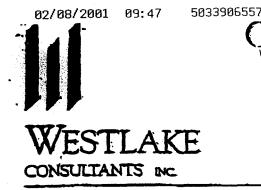
Form approved by Sherwood City Attorney

5271.006

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Exhibit A page 4 of 7

LIEN HOBSON JOHNSON



ENGINEERING SURVEYING PLANNING

Phone: 503 684-0652 Fax: 503 624-0157

City of Sherwood Smith Farms Estates – Sewer Easement Project No. 1333-04 December 27, 2000

PROPERTY DESCRIPTION

Two strips of land situate in the southeast one-quarter of Section 30, and the northeast onequarter of Section 31, both T. 2 S., R. 1 W., Willamette Meridian, City of Sherwood, Washington County, Oregon, being those portions of that property conveyed to Laurence A. Lesher and Carolyn M. Lesher, Trustees U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust, and Ruth M Torra, as Trustee, by Document No. 98041524 Washington County Deed Records, being 15.00-foot wide and lying 7.50-foot each side of the centerlines described as follows:

Beginning at a point on the most westerly line of said property, also being the most westerly line of Parcel 3, Partition Plat 1992-013, Washington County Records, said point bears North 00°39'41" West, 7.50 feet from the southwest corner thereof;

thence parallel with the south line of said Parcel 3, North 89°34'20" East, 48.52 feet to an angle point;

thence, North 22°13'07" East, 102.01 feet to an angle point, said point lying on a line parallel with and 7.50 feet southeasterly of the most northerly westerly line of said Parcel 3;

thence along said parallel line, North 34°34'05" East, 236.02 feet to an angle point, said point lying on a line parallel with and 7.50 feet south of the north line of said Parcel 3;

thence along said parallel line, North 89°34'20" East, 282.45 feet to an angle point, said point lying on a line parallel with and 7.50 feet southeasterly of the most westerly northwesterly line of that property described as "Parcel I" in said Document No. 98041524;

thence along said parallel line, North 49°18'20" East, 142.42 feet to an angle point;

thence along the existing facilities, the following seven courses:

North 83°08'15" East, 231.16 feet;

Exhibit A page 5 or 7

III Pacific Corporate Center, 15115 S.W. Sequoia Parkway, Suite 150, Tigard. Oregon 97224

- Property Description. - City of Sherwood Smith Farms Estates - Sewer Essement Project No. 1333-04 December 27, 2000 Page 2

North 03°41'31" West, 56.60 feet;

North 50°20'27" East, 280.52 feet;

North 55°57'12" East, 99.88 feet;

North 15°10'29" West, 38.38 feet,

North 48°37'17" East, 199.88 feet,

and North 48°23'20" East, 56.36 feet to an existing 20-foot wide perpetual easement to the Unified Sewerage Agency, and the end of this centerline description.

AND, Beginning at a point on the south line of that property described as "Parcel I" in said Document No. 98041524, also being a point on the north line of Tract "A", Robin's Run subdivision, said point bears North 89°34'20" East, 585.14 feet from the northeast corner of Parcel 3, Partition Plat 1992-013;

thence along the existing facilities, the following five courses:

North 00°48'20" West, 88.63 feet,

North 76°15'18" East, 106.86 feet,

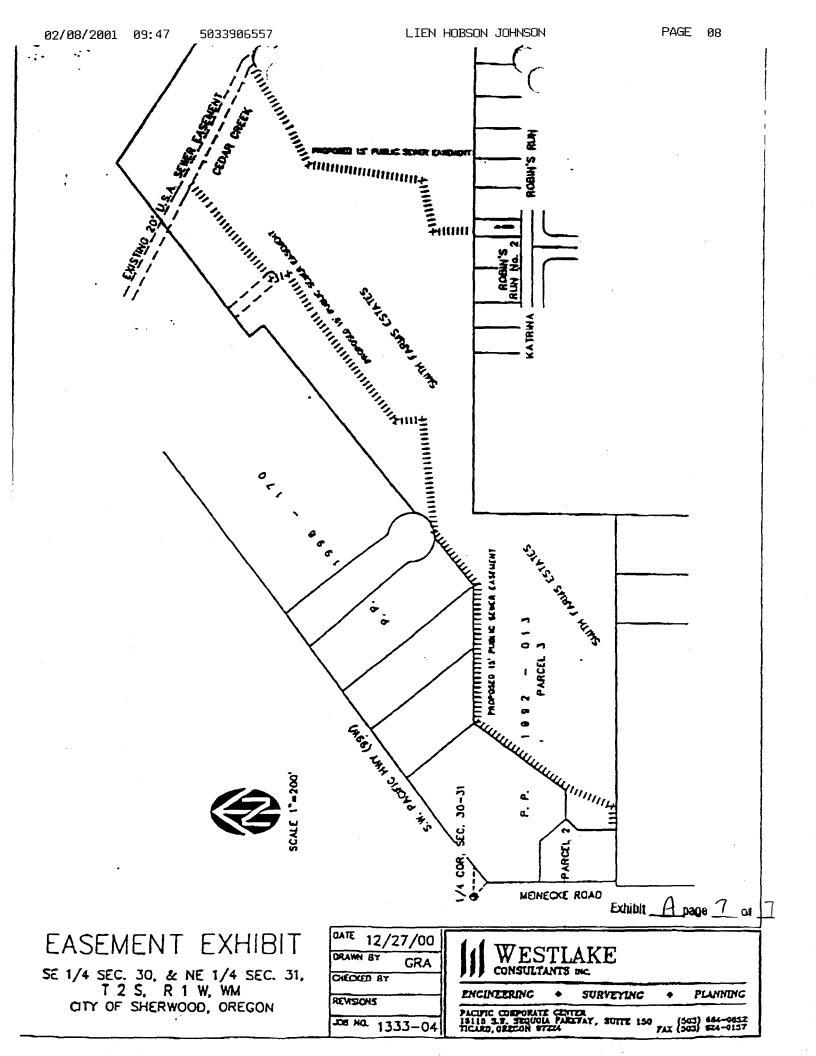
North 06°53'00" East, 246.32 feet;

North 60°53'59" East, 88.06 feet;

and North 56°28'00" East, 146.31 feet to an existing 20-foot wide perpetual easement to the Unified Sewerage Agency, and the end of this centerline description.

The total area contained in both strips being 36,750 square feet, more or less.

ಗ್ರಾರ್ಮವಾ PROFESSIONAL and surveyor OREGON JULY 25, 1950 GARY R. ANDERSON 2434 12/71/01 Exhibit A page 6 of -



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PIPELINE EASEMENT Water

KNOW ALL MEN BY THESE PRESENTS, that LAURENCE A. LESHER and CAROLYN M. LESHER, TRUSTEES U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust, and RUTH M. TORRA, as Trustee, by Document No. 98041524 Washington County Deed Records, for good and valuable consideration, the receipt whereof is hereby acknowledged, do forever grant, bargain, sell, and convey unto the CITY OF SHERWOOD, an Oregon municipal corporation, a permanent easement over and along the full width and length of the premises described as follows, to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the above described permanent right-of-way unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent easement shall include the right in the said City of Sherwood, to excavate for, and to construct, operate, maintain, repair, replace and remove an underground water pipeline with all appurtenances incident thereto or necessary therewith, for the purpose of conveying potable water under said premises, together with the right of said City of Sherwood to place, excavate, replace, repair, install, maintain, operate, inspect, and relocate pipelines and necessary appurtenances and make excavations therefor from time to time, in, under and through the above described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

1

AFTER RECORDING RETURN TO:

Sherwood, OR 97140

UNTIL A CHANGE IS REQUESTED, SEND ALL TAX STATEMENTS TO:

City of Sherwood Engineering Department 20 NW Washington St.

NO CHANGE

Exhibit B pape 1 of 7

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Exhibit B page 2 of 7

2. No building shall be constructed over the pipeline casement and no earthfill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantor, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, their successors or assigns.

3. Grantee will indemnify and hold harmless the Grantor, their heirs and assigns, from claims of injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

4. The City of Sherwood, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall 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.

5. Grantor reserves the right to use the easement to construct driveways, paving or landscaping.

THIS INSTRUMENT WILL 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 FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE

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APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LOSS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, the undersigned Grantor has executed this easement this day of _____, 2001.

Laurence A. Lesher and Carolyn M. Lesher, Trustees U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust

Laurence A. Lesher, Trustee

Ruth M. Torra, Trustee

Carolyn M. Lesher, Trustee

)) ss.) STATE OF CALIFORNIA

County of _____

The foregoing instrument was acknowledged before me this _____ day of , 2001, by Ruth M. Torra, Trustee of the

> NOTARY PUBLIC FOR CALIFORNIA My Commission Expires:

STATE OF CALIFORNIA) ss.

County of _____

The foregoing instrument was acknowledged before me this _____ day of , 2001, by Carolyn M. Lesher, Trustee of the Lesher Family Trust.

> NOTARY PUBLIC FOR CALIFORNIA My Commission Expires:

3

Exhibit B page 3 of 7

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STATE	OF)) eg		
County	of) \$\$.)		
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			NOTARY PUBLIC FOR		
			My Commission Expires:		

APPROVED:

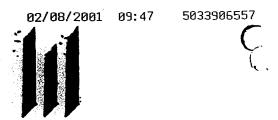
By:____

Acting as City Engineer

Form approved by Sherwood City Attorney

5271.007

Exhibit B page 4 of 7



CONSULTANTS INC.

ENGINEERING SURVEYING PLANNING

Phone: 503 684-0652 Fax: 503 624-0157

City of Sherwood Smith Fams Estates - Water Easement Project No. 1333-04 December 27, 2000

PROPERTY DESCRIPTION

A strip of land situate in the southeast one-quarter of Section 30, and the northeast one-quarter of Section 31, both T. 2 S., R. 1 W., Willamette Meridian, City of Sherwood, Washington County, Oregon, being that portion of the property conveyed to Laurence A. Lesher and Carolyn M. Lesher, Trustees U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust, and Ruth M Torra, as Trustee, by Document No. 98041524, Washington County Deed Records, being 10.00-foot wide and lying 5.00-foot each side of the centerline described as follows:

Beginning at a point on the most westerly line of said property, also being the most westerly line of Parcel 3, Partition Plat 1992-013, Washington County Records, said point bears North 00°39'41" West, 20.00 feet from the southwest corner thereof;

thence along the existing facilities, the following eleven courses:

North 89°34'20" East, 46.87 feet,

North 56°54'27" East, 22.46 feet,

North 25°41'39" East, 67.97 feet;

North 62°28'00" East, 68.93 feet;

North 89°34'20" East, 387.28 feet,

North 00°00'47" West, 169.86 feet;

South 88°18'48" East, 110.30 feet;

North 07°13'06" East, 96.51 feet;

Exhibit B page 5 of 7

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Property Description City of Sharwood Smith Farms Estars - Warr Essement Project No. 1333-04 December 27, 2000 Page 2

North 02°01'03" West, 19.20 feet;

North 04°39'56" West, 8.64 feet;

and North 43°54'19" West, 21.51 feet to the northwesteriy line of said property, also being the southeasterly line of that property dedicated to the City of Sherwood by Document No. 82020540, Washington County Deed Records, and the end of this centerline description.

The area contained being 10,030 square feet, more or less.

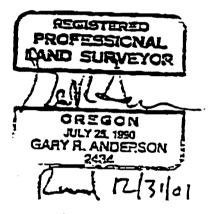
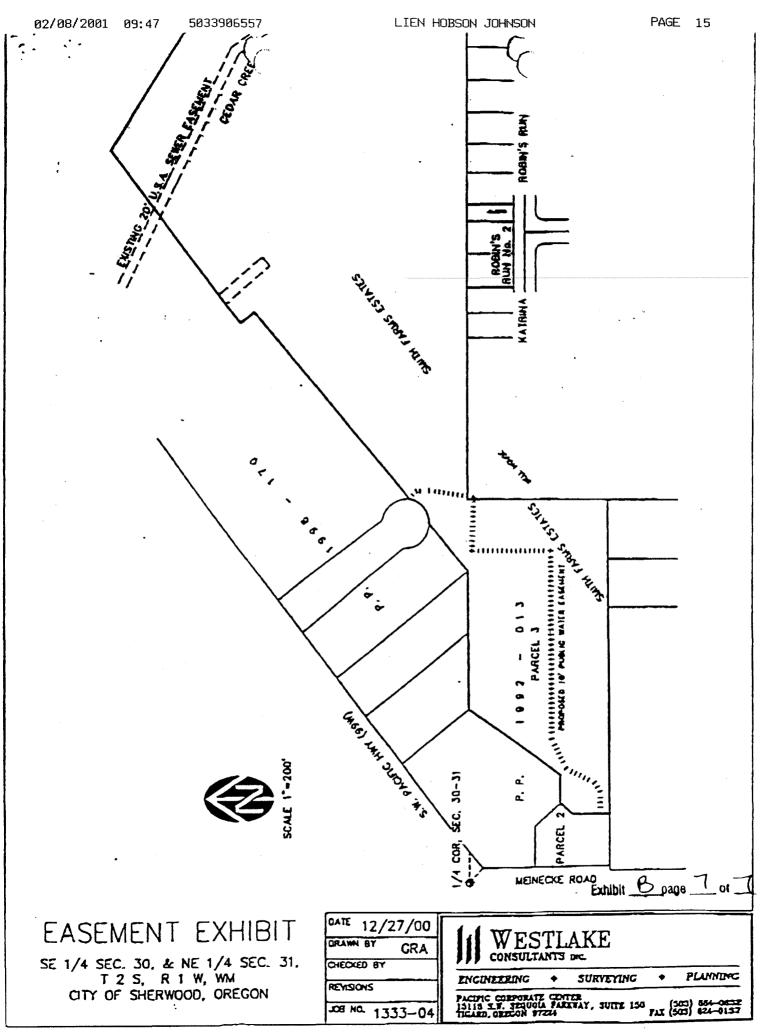


Exhibit B page 6 of 7



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PIPELINE EASEMENT Drainage

KNOW ALL MEN BY THESE PRESENTS, that LAURENCE A. LESHER and CAROLYN M. LESHER, TRUSTEES U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust, and RUTH M. TORRA, as Trustee, by Document No. 98041524 Washington County Deed Records, for good and valuable consideration, the receipt whereof is hereby acknowledged, do forever grant, bargain, sell, and convey unto the CITY OF SHERWOOD, an Oregon municipal corporation, a permanent easement over and along the full width and length of the premises described as follows, to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the above described permanent right-of-way unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent easement shall include the right in the said City of Sherwood, to excavate for, and to construct, operate, maintain, repair, replace and remove an underground drainage pipeline with all appurtenances incident thereto or necessary therewith, for the purpose of conveying drainage under said premises, together with the right of said City of Sherwood to place, excavate, replace, repair, install, maintain, operate, inspect, and relocate pipelines and necessary appurtenances and make excavations therefor from time to time, in, under and through the above described premises within said easement, and to cut and remove from said easement any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

1

AFTER RECORDING RETURN TO: UNTIL A CHANGE IS REQUESTED, SEND ALL TAX STATEMENTS TO:

NO CHANGE

City of Sherwood **Engineering Department** 20 NW Washington St. Sherwood, OR 97140

Exhibit C page 1 ui Le

2. No building shall be constructed over the pipeline easement and no earthfill or embankment shall be placed within this easement, nor over this pipeline without a specific written agreement between the Grantee and the Grantor, their successors or assigns. Should such specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, their successors or assigns.

3. Grantee will indemnify and hold harmless the Grantor, their heirs and assigns, from claims of injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation or maintenance of said pipeline.

4. The City of Sherwood, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall 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.

5. Grantor reserves the right to use the easement to construct driveways, paving or landscaping.

THIS INSTRUMENT WILL 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 FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE

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Exhibit C page 2 of 6

APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LOSS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30,930.

IN WITNESS WHEREOF, the undersigned Grantor has executed this easement this day of ______, 2001.

Laurence A. Lesher and Carolyn M. Lesher, Trustees U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust

Laurence A. Lesher, Trustee

Ruth M. Torra, Trustee

Carolyn M. Lesher, Trustee

STATE OF CALIFORNIA

) ss.)

The foregoing instrument was acknowledged before me this _____ day of ______ day of _______.

NOTARY PUBLIC FOR CALIFORNIA My Commission Expires:

STATE OF CALIFORNIA)) ss. County of)

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Carolyn M. Lesher, Trustee of the Lesher Family Trust.

NOTARY PUBLIC FOR CALIFORNIA My Commission Expires:

Exhibit C page 3 of 6

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-	$\left(\right)$		(
STATE OF)			
County of) SS.)			
The foregoing in	strument was a , 2001, by	ucknowledged b	cfore me this	day of
		NOTARY PUI My Commissio		
APPROVED:				

By:

Acting as City Engineer

Form approved by Sherwood City Attorney

5271.008

Exhibit C page 4 ul 6

02/08/2001 09:47



ENGINEERING SURVEYING PLANNING

Phone: 503 68+-0652 Fax: 503 62+-0157

City of Sherwood Smith Farms Estates - Storm Drainage Easement Project No. 1333-04 December 27, 2000

PROPERTY DESCRIPTION

A strip of land situate in the southenst one-quarter of Section 30, T. 2 S., R. 1 W., Willamette Meridian, City of Sherwood, Washington County, Oregon, being that portion of the property conveyed to Laurence A. Lesher and Carolyn M. Lesher, Trustees U/D/T dated July 11, 1994, F/B/O the Lesher Family Trust, and Ruth M Torra, as Trustees, by Document No. 98041524, Washington County Deed Records, being 15.00-foot wide and lying 7.50-foot each side of the centerline described as follows:

Beginning at a point on the south line of that property described as "Parcel I" in said Document No. 98041524, also being a point on the north line of Tract "A", Robin's Run subdivision, said point bears North 89°34'20" East, 578.81 feet from the northeast corner of Parcel 3, Partition Plat 1992-013;

thence along the existing facilities, the following four courses:

North 00°57'40" West, 131.61 feet,

North 01°47'59" East, 157.25 feet,

North 12°19'02" East, 101.90 feet;

R-YONGWINDOW

-: C - C

and North 41°29'58" East, 228.16 feet to Cedar Creek, and the end of this centerline description.

The area contained being 9,285 square feet, more or less.

REGIONER. Profeseicnal ind surveyor oregon JULY 25, 1920 GARY R. ANDERSON 12/31/01

Exhibit Coage 5 of 6

