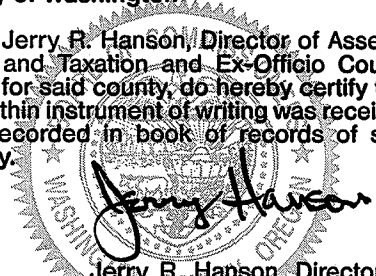


I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 96001896
Rect: 156895 43.00
01/09/1996 10:32:05AM

NL



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 4th day of January, 19 96, by and between Familia Properties, an Oregon general partnership hereinafter called the first party, and City of Sherwood, Oregon hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Washington County, State of Oregon, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

an Easement for Waterline. Said Easement is described in Exhibit "B" attached hereto and made a part hereof.

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Familia Properties
PO Box 145
Wilsonville, OR 97070

AND

City of Sherwood
90 NW Park Street
Sherwood, OR 97140

After recording return to (Name, Address, Zip):

City of Sherwood
90 NW Park Street
Sherwood, OR 97140

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of ... ss.

I certify that the within instrument was received for record on the ... day of ... 19..., at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as fee/file/instrument/microfilm/reception No. ... Record of ... of said county.

Witness my hand and seal of County affixed.

By ... NAME TITLE Deputy

Handwritten number 2



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of n/a, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows: n/a

and second party's right of way shall be parallel with the center line and not more than n/a feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): [] the first party; [X] the second party; [] both parties, share and share alike; [] both parties, with the first party being responsible for % and the second party being responsible for %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Familia Properties
Jack Kohl
MANAGING GENERAL PARTNER
First Party

Jon Bormet
Jon Bormet, City Manager
Second Party

STATE OF OREGON, } ss.
County of Washington }
This instrument was acknowledged before me on
Jan 4, 19 96, by Jack E. Kohl
as Managing Gen
of Partner of Familia Properties

STATE OF OREGON, } ss.
County of Washington }
This instrument was acknowledged before me on
Jan 4, 19 96, by Jon Bormet
as City Manager
of City of Sherwood

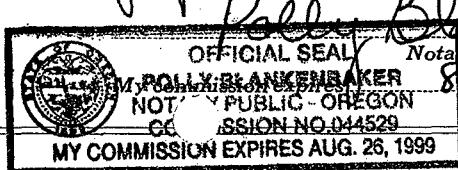
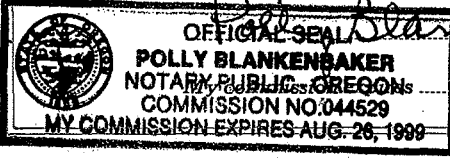


EXHIBIT "A"

Commencing at the Southwest corner of Section 29, as shown on Survey Number 19, 639, Washington County Survey Records; thence, South 89 degrees 36'25" East, 440.03 feet; thence, North 00 degrees 12'52" West, 534.81 feet to a point on the Northerly right-of-way line of North Sherwood Blvd., said point also being the Southwest corner of the Ferdinand Wallace Langer and Leslie May Langer lot recorded February 2, 1956 in Book 378, page 286 and the True Point of Beginning; thence, along the Westerly line of said Langer lot North 00 degrees 12'52" West, 444.34 feet to the Northwest corner of said Langer lot; thence, along the Northerly line of said Langer lot, North 89 degrees 57'08" East, 427.66 feet; thence, parallel with the West line of said Langer lot, South 00 degrees 12'52" East, 494.72 feet to a point on the Southerly line of said Langer lot; thence, along the Southerly line of said Langer lot, North 89 degrees 50'56" West, 379.86 feet to a point on the Northerly right-of-way line of North Sherwood Blvd.; thence, along said right-of-way line, North 44 degrees 23'45" West, 68.60 feet to the True Point of Beginning.



WESTLAKE

CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

Phone: 503 684-0652

Fax: 503 624-0157

Cedar Creek Village Apartments
Waterline Easement
September 15, 1995
Project No.: 379-12A-95

EASEMENT DESCRIPTION

A tract of land situated in the southwest one quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being a portion of the Ferdinand Wallace Langer and Leslie May Langer tract conveyed by that document recorded February 2, 1956 in book 378, page 286, deed records of said Washington County, Oregon, being more particularly described as follows:

A 15.00 foot wide strip of land, being 7.5 feet on each side of the following described centerline:

Commencing at the corner common to Sections 29, 30, 31 and 32, said Township and Range;

thence, South 89°36'25" East, 440.03 feet;

thence, North 00°12'52" West, 534.81 feet to a point on the northerly right-of-way line of North Sherwood Boulevard, said point being also the southwest corner of said Langer tract per book 378, page 286;

thence, along the westerly line of said Langer tract, North 00°12'52" West, 216.00 feet to the True Point of Beginning of this centerline;

thence, North 89°24'23" East, 42.94 feet;

thence, North, 18.08 feet to a point hereinafter referred to as Point "A";

thence, North, 58.99 feet to a point hereinafter referred to as Point "B";

thence, North, 136.68 feet;

Page 2 of 2
Easement Description
Project No.: 379-12A-95

thence, North 22°32'52" West, 15.34 feet to the northerly line of the said Langer tract per book 378, page 286 to the point of termination of this centerline:

Also included herewith a strip of land 15.00 feet in width, being 7.5 feet each side of the following described centerline:

beginning at that point hereinabove referred to as Point "A";

thence, East, 57.00 feet;

thence, South, 99.50 feet;

thence, East 268.00 feet;

thence, North 14.62 feet to the point of termination of this centerline.

Also included herewith a strip of land 33.00 feet in width, being 16.5 feet on each side of the following described centerline;

beginning at a point hereinabove referred to as Point "B";

thence, East 32.00 feet to the point of termination of this centerline.

Subject to lengthening and/or shortening of sidelines so as to terminate upon the proper boundaries.



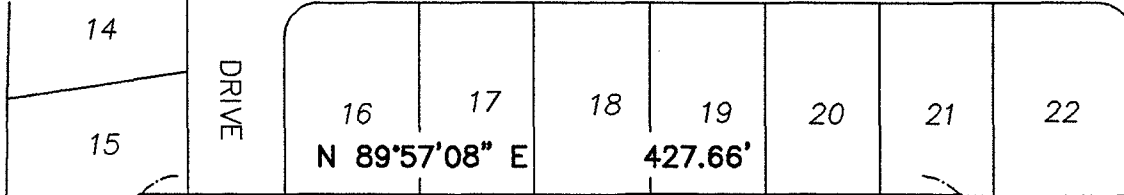
SCALE: 1" = 100'

TRUMPETER DRIVE

SHERWOOD VILLAGE SUBDIVISION

STETSON STREET

STREET

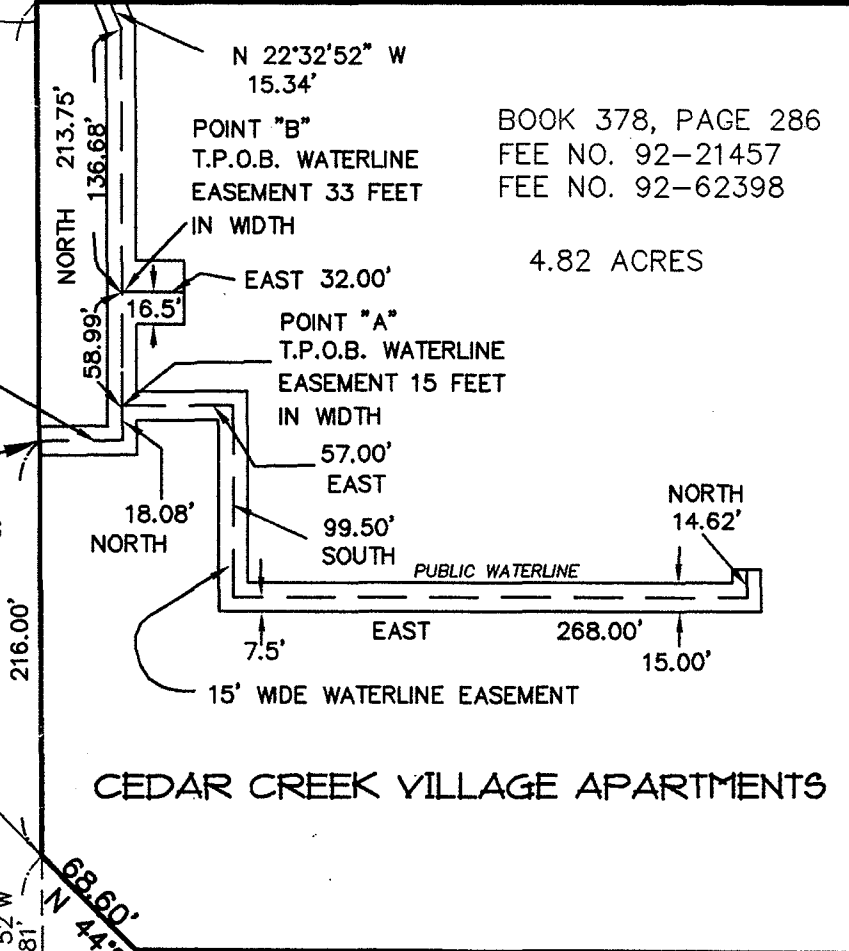


T.L. 402

444.34' N 00°12'52" W

42.94' N89°24'23"E

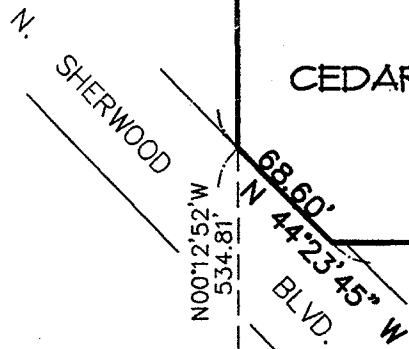
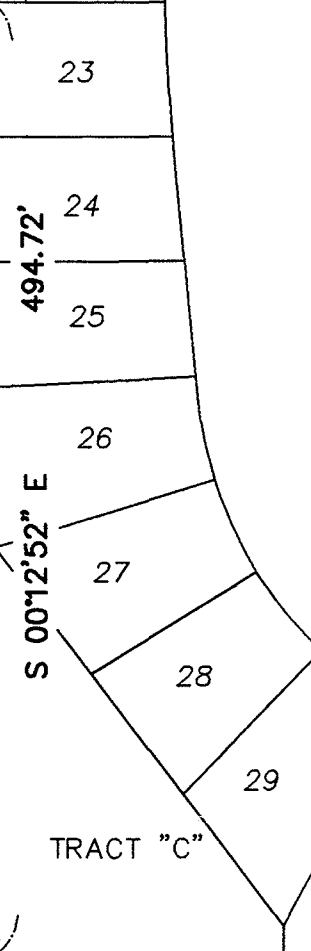
TRUE POINT OF BEGINNING



BOOK 378, PAGE 286
FEE NO. 92-21457
FEE NO. 92-62398

4.82 ACRES

CEDAR CREEK VILLAGE APARTMENTS



N 89°50'56" W 379.86'

SHERWOOD SCHOOL DISTRICT 88J

WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD OREGON 97224 FAX (503) 624-0157

LOCATED IN THE S.W. 1/4
SEC. 29, T.2S., R.1W., W.M.
WASH. CO., OREGON

SEPTEMBER, 1995

EXHIBIT MAP OF
WATERLINE EASEMENTS

JOB NO. 379-12A

9/15/1995

37912EX1.DWG