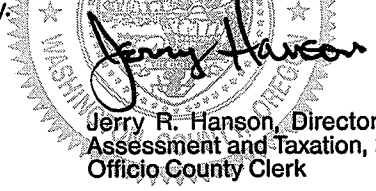


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I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



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

After recording, return to:

City of Sherwood
90 NW Park Street
Sherwood, OR 97140

Doc : 96020245
Rect: 160284 63.00
03/08/1996 08:50:40AM

WATERLINE EASEMENT

DATED: January 5, 1996

BETWEEN: Sherwood Market Center Limited Partnership,
an Oregon limited partnership
c/o Gramor Development NW, Inc.
9895 SE Sunnyside Road, Suite P
Clackamas, OR 97015 "GRANTOR"

AND: City of Sherwood,
an Oregon municipal corporation
90 NW Park Street
Sherwood, OR 97140 "GRANTEE"

Grantor owns the real property in Washington County, Oregon more particularly described on attached Exhibit A ("Grantor's Property"). Grantee has requested that Grantor grant Grantee an easement for the installation and use of a waterline across the Easement Area described below. Grantor has agreed to do so on the terms and conditions set forth in this Waterline Easement ("Agreement").

NOW THEREFORE, for value received, the parties agree as follows:

1. Description of Easement. Grantor grants and conveys to Grantee a perpetual, nonexclusive, easement over and across that certain real property described on attached Exhibit B ("Easement Area") as depicted on the map on attached Exhibit C, subject to all matters of record, for purposes of installing,

1-11

repairing, maintaining and replacing buried waterlines or conduits ("Lines"). Such Lines shall be installed at a depth and in a manner so as not to interfere with Grantor's use or enjoyment of the Grantor's Property or the Easement Area. At the election of Grantor by notice to Grantee, this easement shall terminate in the event Grantee ceases to use the Easement Area for the transporting of water for any period of 12 or more consecutive months.

2. Grantor's Use of Easement Area. Grantor reserves the right to full use and enjoyment of the entire Easement Area, including, without limitation, the right to place on or in the Easement Area, along, across, and over each such Easement Area, such roads, fences, improvements, drives, landscaping, sidewalks, passageways, electric power lines, communication lines, cables and conduits, waterlines, sewer lines, gas lines, and other facilities, structures and utilities as Grantor may desire, provided only that such shall not unreasonably interfere with Grantee's rights hereunder.

3. Restoration of Surface. Grantee shall cause all work to be done at Grantee's sole expense and risk in a good and workmanlike manner in compliance with all applicable laws, lien free, and so as not to interrupt or disturb the use or enjoyment of Grantor's Property by Grantor or other occupants or users thereof at any time. Grantee shall restore any damage to the surface (including paving or other improvements) or subsurface (including any improvements in place at the time Grantee commences such work), if any, caused by or arising out of Grantee's activities or the presence of the Lines, in order to leave Grantor's Property and any and all improvements thereon or therein in at least as good condition as existed prior to such construction or other work.

4. Benefits and Burdens. The easements and covenants contained in this Agreement shall run with the land as to the property burdened and benefitted thereby and shall bind and inure to the parties and their respective successors and assigns.

5. AS IS. Grantee accepts the Easement Area AS IS, WHERE IS, and assumes all risk and liability with respect to Grantee's use thereof. As inducement for Grantor to enter this Agreement, Grantee expressly releases Grantor from and agrees that Grantor shall have absolutely no liability whatsoever to Grantee, or any other owner, user of the Lines or any other person for any damages or injury related to the Lines, or Grantee's use of the Easement Area or otherwise related to Grantee's exercise of its rights under this Agreement.

6. Indemnity. Grantee shall indemnify, hold harmless, reimburse and, at Grantor's election, defend Grantor and Grantor's partners, officers, shareholders, affiliates, employees, tenants, guests and agents for, from and against any and all claims, loss, damage, expense and liability for injury to or illness or death of any person, or injury to, loss or destruction of any property resulting from or arising out of the use or existence of the Lines or the easements granted herein, or the conduct of Grantee or any contractor, agent, employee, invitee, tenant or permittee of Grantee, or its successors and assigns.

7. Miscellaneous.

7.1 Notices. Notices allowed or required hereunder shall be in writing and shall be effective when served upon the party to whom such notice is directed, or, if mailed, two days after such notice is deposited in the United States mail, certified or registered, correct postage prepaid, and addressed to the parties at their respective addresses as set forth above, or at such other address as such party shall notify the other party beforehand.

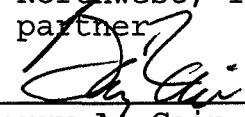
7.2 Attorney Fees. In the event Grantor is made or threatened to be made a party to an action or suit with regard to the existence of the easements granted herein or Grantee's use of the easements or rights granted herein or any breach of Grantee's obligations hereunder, or in the event that Grantor brings an action or suit to enforce terms of this Agreement, Grantee shall pay all reasonable costs and expenses incurred by Grantor, including reasonable attorney fees at trial, on appeal, and any petition for review or in contemplation of or preparation therefor, and in any other proceeding, including, without limitation, any bankruptcy or arbitration proceeding.

7.3 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument. The original executed signature and acknowledgement pages of exact copies of this Agreement may be attached to one of such copies to form one document. Signature by telecopy shall be binding as original, provided the parties shall deliver a fully executed and acknowledged original Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR: SHERWOOD MARKET CENTER LIMITED PARTNERSHIP, an Oregon limited partnership

By: Gramor Development Northwest, Inc., general partner

By: 
Barry A. Cain, Vice President

GRANTEE: CITY OF SHERWOOD, an Oregon municipal corporation

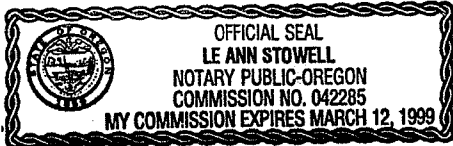
By: 

Its: PUBLIC WORKS DIRECTOR

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STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on January 5, 1998, by Barry A. Cain, as Vice President of Gramor Development Northwest, Inc., general partner of Sherwood Market Center Limited Partnership, an Oregon limited partnership.

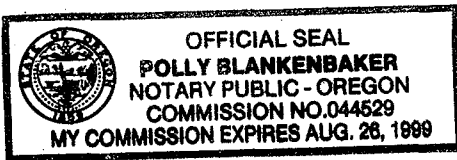


Le Ann Stowell
Notary Public for Oregon
My Commission expires: 3-12-99

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on December 19, 1995, by Lee Weislogel as Public Works Director of the City of Sherwood, a municipal corporation, organized and existing under the laws of the State of Oregon.

[SEAL]



Polly Blankenbaker
Notary Public for Oregon
My commission expires: 8-26-99

EXHIBIT A

All that real property situate in the West one-half of Section 29, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Sherwood, County of Washington, and State of Oregon, more particularly described as follows:

Commencing at the West one-quarter corner of said Section 29; thence, along the North line of the Southwest one-quarter of Section 29, South 88°29'42" East, 964.42 feet, to a point of intersection with the Northerly right-of-way of S.W. Langer Drive as shown on survey 27,278, Washington County Records, being the true point of beginning of this description; thence, Westerly along said right-of-way and the arc of a curve to the left having a radial bearing at said point of North 14°09'17" East, a radius of 1,033.00 feet, (a chord bearing of North 82°10'13" West, 227.60 feet), a central angle of 12°38'59", an arc length of 228.06 feet; thence, North 88°29'42" West, 197.34 feet; thence, North 55°32'08" West, 36.29 feet; thence, North 01°26'48" East, 13.56 feet to the beginning of a curve to the left, tangent at its beginning to the last said course; thence, along the arc of said curve having a radius of 190.00 feet, (a chord bearing of North 17°08'56" West, 121.18 feet), a central angle of 37°11'29", an arc length of 123.33 feet; thence, North 04°06'17" East 87.31 feet to the Southeasterly right-of-way of Highway 99, said point being 92 feet, when measured at right angles, from the centerline; thence, along said right-of-way North 48°29'33" East, 585.97 feet; thence, South 86°26'06" East, 55.14 feet to the Southerly right-of-way of Tualatin-Sherwood Road as shown on said survey 25,278; thence, along said right-of-way South 41°24'13" East, 208.39 feet to the beginning of a curve to the left, tangent at said beginning to the last said course; thence, along the arc of said curve having a radius of 1,737.00 feet, (a chord bearing of South 50°22'45" East, 542.00 feet), a central angle of 17°57'05", an arc length of 544.22 feet; thence, on a radial line to the last named curve, South 30°38'43" West, 8.00 feet to the beginning of a curve to the left having a radial bearing at said beginning of South 30°38'43" West; thence, along the arc of said curve left having a radius of 1,745.00 feet (a chord bearing of South 65°16'19" East, 359.78 feet), a central angle of 11°50'03", an arc length of 360.42 feet; thence, South 21°50'32" East, 48.59 feet to the Westerly right-of-way of S.W. Langer Drive as shown on said survey 25,278; thence, along said right-of-way South 16°43'56" West 89.22 feet to the beginning of a curve to the right, tangent at its beginning to the last said course; thence, along the arc of said curve having a radius of 217.00 feet (a chord bearing of South 66°44'57" West, 332.55 feet), a central angle of 100°02'01", an arc length of 378.86 feet; thence, North 63°14'03" West, 408.03 feet to the beginning of a curve to the left, tangent at its beginning to the last said course; thence, along the arc of said curve having a radius of 1,033.00 feet, (a

Exhibit A
Page 1 of 2

EXHIBIT A

chord bearing of North 69°32'23" West, 226.91 feet), a central angle of 12°36'41", an arc length of 227.37 feet to the true point of beginning of this description.

**EXHIBIT B
(EASEMENT AREA)**

Page 1 of 3

WATERLINE EASEMENT

A tract of land situated in the west 1/2 of Section 29, Township 2 South, Range 1 West, Willamette Meridian, in the City of Sherwood, County of Washington, State of Oregon, being a strip of land 15.00 feet in width, more particularly described as follows;

Commencing at the west quarter corner of said Section 29;

thence, along the east-west mid-section line, South 88°29'42" East, 964.42 feet to a point on the northerly right-of-way of S.W. Langer Road, as shown on Survey No. 25,737, Washington County Survey records;

thence, along said right-of-way, along the arc of a non-tangent, 1033.00 foot radius curve to the right, with a central angle of 12°36'41", (a long chord of South 69°32'23" East, 226.91 feet), an arc length of 227.37 feet;

thence, along said right-of-way, South 63°14'03" East, 326.60 feet to the True Point of Beginning of this description;

thence, leaving said right-of-way line, North 26°53'59" East, 98.69 feet;

thence, North 63°06'01" West, 19.04 feet;

thence, North 26°53'59" East, 15.00 feet;

thence, South 63°06'01" East, 19.04 feet;

thence, North 26°53'59" East, 30.88 feet;

thence, North 62°54'32" West, 353.85 feet;

thence, South 27°05'28" West, 47.16 feet;

thence, North 62°54'32" West, 15.00 feet;

thence, North 27°05'28" East, 47.16 feet;

thence, North 62°54'32" West, 28.53 feet;

thence, North 41°49'11" West, 37.06 feet;

thence, South 48°10'49" West, 13.83 feet;

thence, North 41°49'11" West, 15.00 feet;

thence, North 48°10'49" East, 13.83 feet;

thence, North 41°49'11" West, 524.23 feet;

thence, South 47°56'54" West, 45.72 feet;

thence, South 42°03'06" East, 49.69 feet;



thence, South 47°56'54" west, 15.00 feet;

thence, North 42°03'06" West, 49.69 feet;

thence, South 47°56'54" West, 314.07 feet;

thence, South 40°47'46" East, 163.75 feet;

thence, North 49°12'14" East, 11.96 feet;

thence, South 40°47'46" East, 15.00 feet;

thence, South 49°12'14" West, 11.96 feet;

thence, South 40°47'46" East, 55.86 feet;

thence, South 85°55'11" East, 13.40 feet;

thence, North 4°04'49" East, 69.18 feet;

thence, South 85°55'11" East, 25.45 feet;

thence, South 4°04'49" West, 84.19 feet;

thence, North 85°55'11" West, 35.50 feet;

thence, South 4°04'49" West, 36.46 feet to the northerly right-of-way line of said S.W. Langer Road per Survey No. 25,737;

thence, along said right-of-way line North 88°29'42" West, 15.02 feet;

thence, leaving said right-of-way line, North 4°04'49" East, 41.54 feet;

thence, North 40°47'46" West, 249.31 feet;

thence, North 47°56'54" East, 531.01 feet;

thence, South 87°03'06" East, 75.98 feet;

thence, North 2°56'54" East, 14.18 feet;

thence, South 87°03'06" East, 15.00 feet;

thence, South 2°56'54" West, 14.18 feet;

thence, South 87°03'06" East, 34.83 feet to the southwesterly right-of-way line of S.W. Tualatin-Sherwood Road as shown on said Survey No. 25,737;

thence, along said right-of-way line, South 41°24'13" East, 5.16 feet;

thence, leaving said right-of-way line, South 2°56'54" West, 11.31 feet;

thence, North 87°03'06" West, 123.20 feet;

thence, South 47°56'54" West, 120.33 feet;

thence, South 41°49'11" East, 573.56 feet;

thence, South 62°54'32" East, 95.00 feet;

thence, North 27°05'28" East, 90.00 feet;

thence, South 62°54'32" East, 15.00 feet;

thence, South 27°05'28" West, 90.00 feet;

thence, South 62°54'32" East, 181.84 feet;

thence, North 27°05'28" East, 9.67 feet;

thence, South 62°54'32" East, 15.00 feet;

thence, South 27°05'28" West, 9.67 feet;

thence, South 62°54'32" East, 102.70 feet;

thence, South 26°53'59" West, 136.56 feet;

thence, South 63°06'01" East, 36.17 feet;

thence, South 26°53'59" West, 15.00 feet;

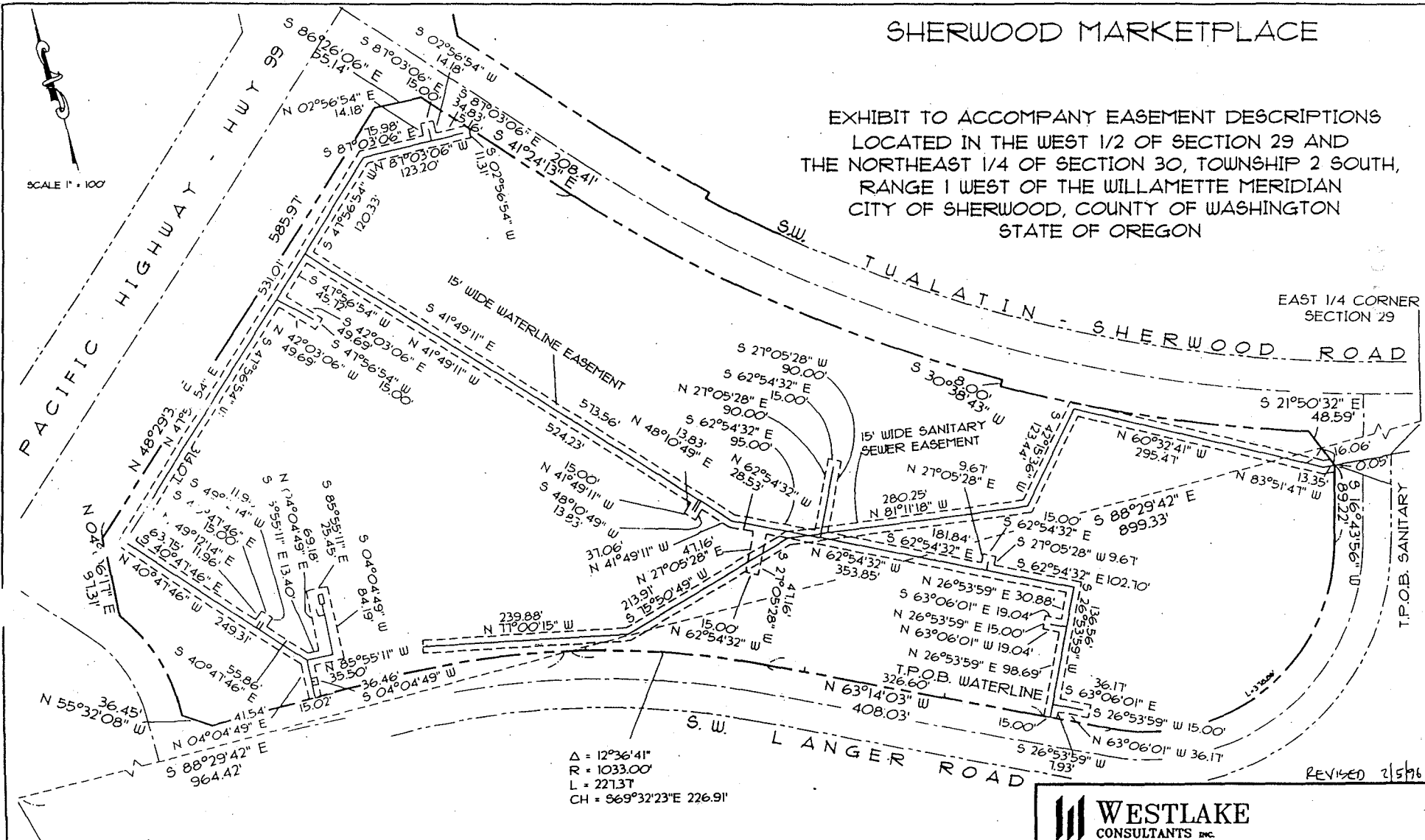
thence, North 63°06'01" West, 36.17 feet;

thence, South 26°53'59" West, 7.93 feet to the northerly right-of-way line of S.W. Langer Road as shown on said Survey No. 25,737;

thence, along said right-of-way line, North 63°14'03" West, 15.00 feet to the True Point of Beginning.

EXHIBIT C

Page 1 of 1



SHERWOOD MARKETPLACE

EXHIBIT TO ACCOMPANY EASEMENT DESCRIPTIONS
 LOCATED IN THE WEST 1/2 OF SECTION 29 AND
 THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 2 SOUTH,
 RANGE 1 WEST OF THE WILLAMETTE MERIDIAN
 CITY OF SHERWOOD, COUNTY OF WASHINGTON
 STATE OF OREGON

EAST 1/4 CORNER
SECTION 29

SCALE 1" = 100'

WEST 1/4 CORNER
SECTION 29

Δ = 12°36'41"
 R = 1033.00'
 L = 221.37'
 CH = 969°32'23"E 226.91'

REVISED 2/5/76

WESTLAKE
 CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
 15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 884-0852
 TIGARD, OREGON 97144 FAX (503) 884-0157