

NN

EASEMENT

STATE OF OREGON }
County of Washington } SS

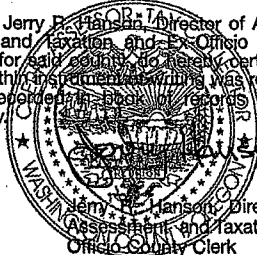
Between
EASTERN WESTERN CORPORATION

And
EASTERN WESTERN CORPORATION

After recording, return to (Name, Address, Zip):
Morrison Companies
9160 S.E. Lawnfield Road
Clackamas, OR 97015

SPACE RESERVED
FOR
RECORDER'S USE

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



Doc : 2001053140
Rect: 280184 37.00
06/05/2001 09:49:35am

THIS AGREEMENT made and entered into on May 24, 2001, by and between Eastern Western Corporation hereinafter called the first party, and Eastern Western Corporation

, hereinafter called the second party, WITNESSETH:
WHEREAS: The first party is the record owner of the following described real property in Washington County, State of Oregon, to-wit:

See Exhibit "A" attached hereto.

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 \$ 1.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:
The first party hereby grants, assigns and sets over to the second party, an easement, to-wit:
See Exhibit "A" and "B" attached hereto.

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

1-4



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

The period of this easement shall be forever, 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:

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

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if 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; the second party; both parties, share and share alike; both parties, with the first party responsible for 50 % and the second party responsible for 50 %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who 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 parties hereto but also their respective heirs, executors, administrators, assigns, 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 the day and year first written above.

EASTERN WESTERN CORPORATION

Michael E. McGinley
FIRST PARTY

STATE OF OREGON, County of Multnomah) ss.
This instrument was acknowledged before me on June 4, 2001
by Michael E. McGinley
This instrument was acknowledged before me on June 4, 2001
by Michael E. McGinley
as President
of Eastern Western Corporation



Cindi Masterson
Notary Public for Oregon
My commission expires 12-29-02

EASTERN WESTERN CORPORATION

Michael E. McGinley
SECOND PARTY

STATE OF OREGON, County of Multnomah) ss.
This instrument was acknowledged before me on June 4, 2001
by Michael E. McGinley
This instrument was acknowledged before me on June 4, 2001
by Michael E. McGinley
as President
of Eastern Western Corporation



Cindi Masterson
Notary Public for Oregon
My commission expires 12-29-02



Weddle & Associates, Inc.

Professional Land Surveyors

1750 S.W. Skyline Blvd., Suite 105
Portland, Oregon 97221

OFFICE (503) 292-8083 - TOLL FREE (888) 222-8083
FAX (503) 292-0938

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
GARY W. CHEEL
42649

EXPIRES DEC. 31, 2001

May 24, 2001
Job No. 01-3119H2O
WATERLINE EASEMENT
LEGAL DESCRIPTION:

EXHIBIT "A"

A strip of land 15.00 feet in width for purposes of a water line easement over, under across and through Parcel 2, Partition Plat No. 1995-110, Washington County Plat Records, in the Southwest Quarter of Section 30, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, County of Washington and State of Oregon, more particularly described as follows:

Commencing at the most Westerly corner of Parcel 2, Partition Plat No. 1995-110, aforesaid; thence along the Northwesterly line thereof, North 47°08'43" East, 69.68 feet to the True Point of Beginning of the herein described easement; thence continuing along said Northwesterly line North 47°08'43" East, 427.50 feet to an angle point therein; thence North 42°51'17" West, 10.00 feet to another angle point therein; thence North 47°08'43" East, 263.45 feet to the most Westerly corner of that certain tract of land conveyed to Crossroads Development Company by Warranty Deed recorded as Fee No. 97110299, Washington County Deed Records; thence along the Southwesterly line thereof, South 42°54'36" East, 194.50 feet to the most Southerly corner of said Crossroads Development Company tract of land; thence along the Southeasterly line thereof, North 47°05'24" East, 28.00 feet to the most Westerly corner of Parcel 1, said Partition Plat No. 1995-110; thence along the Southwesterly line thereof, South 42°54'36" East, 21.50 feet; thence leaving said Southwesterly line South 47°05'24" West, 43.00 feet; thence North 42°54'36" West, 201.01 feet; thence South 47°08'43" West, 233.47 feet; thence South 42°51'17' East, 10.00 feet; thence South 47°08'43" West, 442.50 feet; thence North 42°51'17" West, 15.00 feet to the True Point of Beginning.

Containing therein 14,131 square feet.

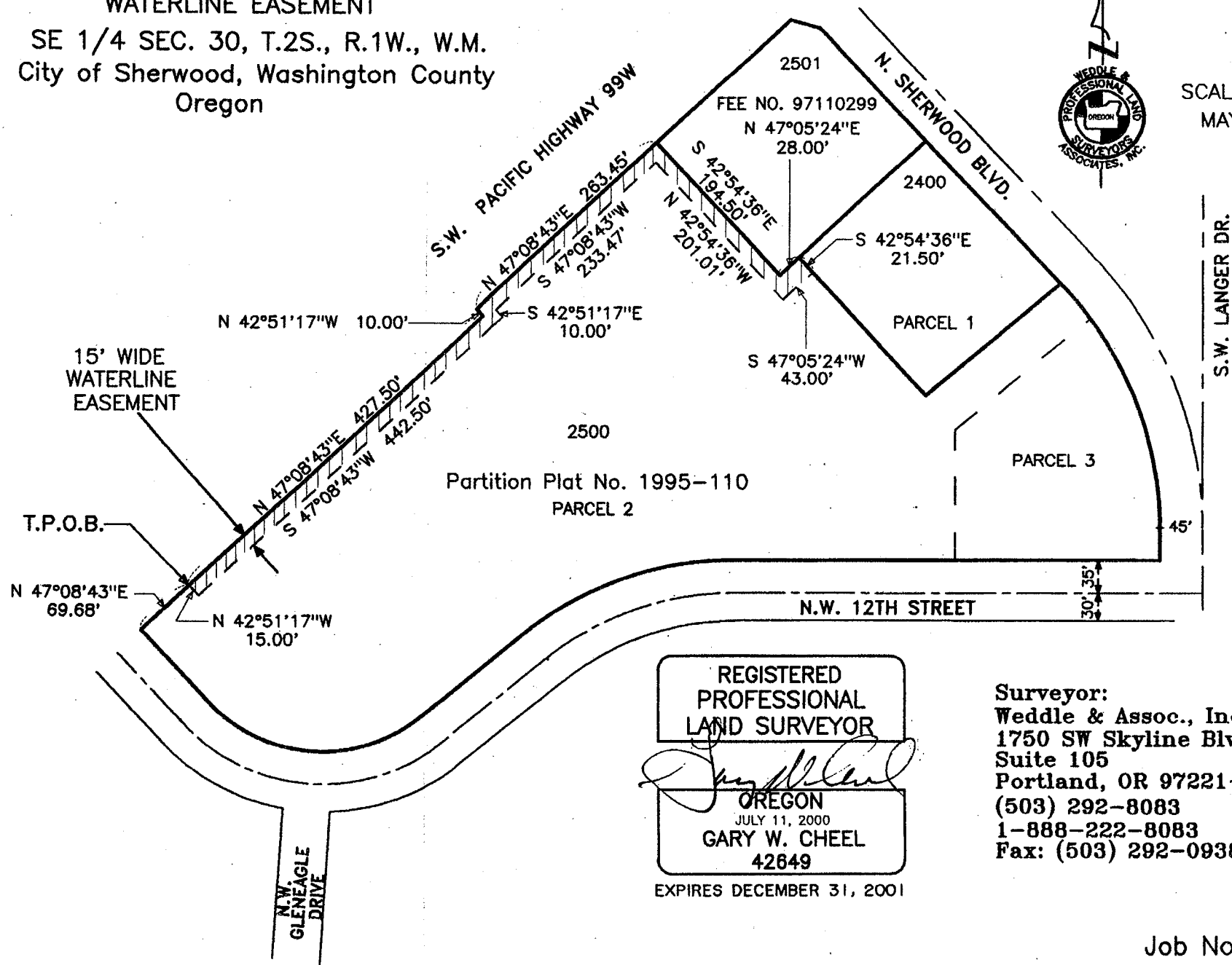
Exhibit "B"

WATERLINE EASEMENT

SE 1/4 SEC. 30, T.2S., R.1W., W.M.
City of Sherwood, Washington County
Oregon



SCALE: 1" = 150'
MAY 24, 2001



REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary W. Cheel
OREGON
JULY 11, 2000
GARY W. CHEEL
42649

EXPIRES DECEMBER 31, 2001

Surveyor:
Weddle & Assoc., Inc.
1750 SW Skyline Blvd.
Suite 105
Portland, OR 97221-2544
(503) 292-8083
1-888-222-8083
Fax: (503) 292-0938

Job No. 3119H20

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