

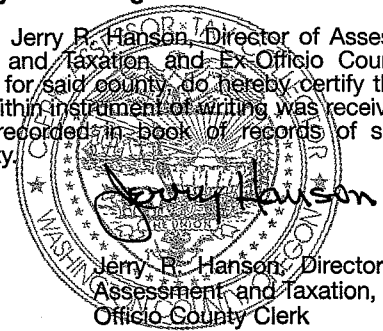
EASEMENT

DATED: October 3, 2001

AFTER RECORDING RETURN TO:

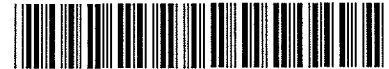
City of Sherwood
Engineering Department
20 NW Washington St.
Sherwood, OR. 97140

I, Jerry B. 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.



Doc : 2001104095
Rect: 289657 42.00
10/11/2001 03:03:56pm

WASHINGTON COUNTY 2001-104095



BETWEEN:

Grantors:

Senior Housing NW, LLC
5331 SW Macadam Ave., Suite 200
Portland, Oregon 97201

Grantee:

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

KNOW ALL MEN BY THESE PRESENTS, that Senior Housing NW hereinafter referred to as "Grantor", for the consideration hereinafter stated, does forever grant unto the CITY OF SHERWOOD, a municipal corporation, hereinafter referred to as "Grantee", a permanent public storm drainage, sanitary sewer and utility purpose easement over, under, through, across and along the full width and length of the premises described as follows, to wit:

Legal description is set forth in EXHIBIT "A", Page 1 attached hereto, and incorporated by reference herein.

A map of the above legal description is set forth in EXHIBIT "B", Page 2 and incorporated by reference herein.

Together with a permanent working easement as follows: For installation of storm drainage, sanitary sewer and utility purpose in proposed permanent easement.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$00.00.

TO HAVE AND TO HOLD the above described permanent storm drainage, sanitary sewer and utility easement unto said Grantee in accordance with the conditions and covenants as follows:

The permanent storm drainage, sanitary sewer and utility purpose easement shall include the right, privilege, and authority, to the said City of Sherwood, to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair an storm drainage, with all appurtenances incident thereto or necessary therewith, and across the said premises, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or

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interfere with the use of said pipelines, appurtenances attached to or connected therewith. No building shall be constructed over the easement right-of-way.

Grantee will indemnify and hold harmless the Grantors, his/her, their heirs, successors and/or assigns from claims for 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.

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 Grantors, 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 of interference with the use granted herein.

Grantors may, at his/her/their option and expense, relocated said waterline easement and associated public appurtenances and titles, provided such relocation is accepted by the City as complying with applicable codes and standards, land use laws and regulations.

Grantors reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that Grantor shall not construct or maintain any building or structure which would interfere with the rights herein granted.

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 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.

October IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 3 day of ~~March~~, 2001.

GRANTORS: *[Signature]*
President
Crayco, LLC
Manager of Sewer Utility
LLC, LLC

STATE OF OREGON)
) *Multnomah*)ss
 County of ~~Washington~~)

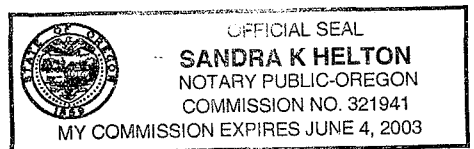
On this 3rd day of October, 2001, before me, a notary public in and for said County and State, personally appeared Craig Smith known to me to be their person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Sandra K. Helton

Storm Drainage, Sanitary Sewer and Utility Purpose Easement

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NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

GRANTEE:

ACCEPTED on behalf of the City of Sherwood, Oregon

this 11th day of OCTOBER, 20 01.



City Manager
City of Sherwood, Oregon



Exhibit A

WESTLAKE

CONSULTANTS INC.

ENGINEERING SURVEYING PLANNING

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

Senior Housing NW, LLC
Sanitary Sewer Easement
Project No. 1518-01
October 8, 2001

EASEMENT DESCRIPTION

Two strips of land in the northwest one-quarter of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, Washington County, Oregon, being portions of that tract of land conveyed to Senior Housing NW, LLC., and being more particularly described as follows:

BEGINNING at the Northwest corner of Partition Plat No 1997-042, also being the Northeast corner of that tract conveyed to Union High School District 9Jt.;

thence, along the north line of said Partition Plat, North 89°46'45" East, 15.38 feet;

thence South 2°32'38" West, 243.53 feet to the north line of Parcel 1, Partition Plat No 1997-042 as conveyed to Professional Management, Inc. by Document No. 98070395, Washington County Deed Records;

thence, along said north line, South 89°29'18" West, 2.40 feet to the west line of said Partition Plat;

thence, along said west line, North 0°30'42" West, 243.26 feet to the Point of Beginning.

ALSO, BEGINNING at the most westerly southwest corner of Parcel 1, Partition Plat No 1997-042 as conveyed to Professional Management, Inc. by Document No. 98070395, Washington County Deed Records, also being an angle point in Parcel 2 of said Partition Plat;

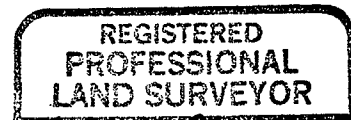
thence, along the south line of said Parcel 1, North 59°15'50" East, 18.50 feet;

thence South 0°30'42" East, 25.45 feet to the west line of said Parcel 2;

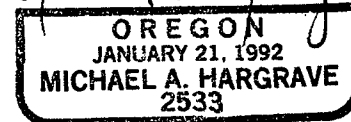
thence, along said west line, N 45°14'47" W, 22.71 feet to the Point of Beginning.

The two strips combined containing 2,366 square feet, more or less.

Bearings based on Washington County Partition Plat No. 1997-042



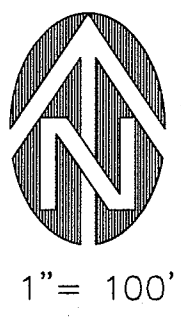
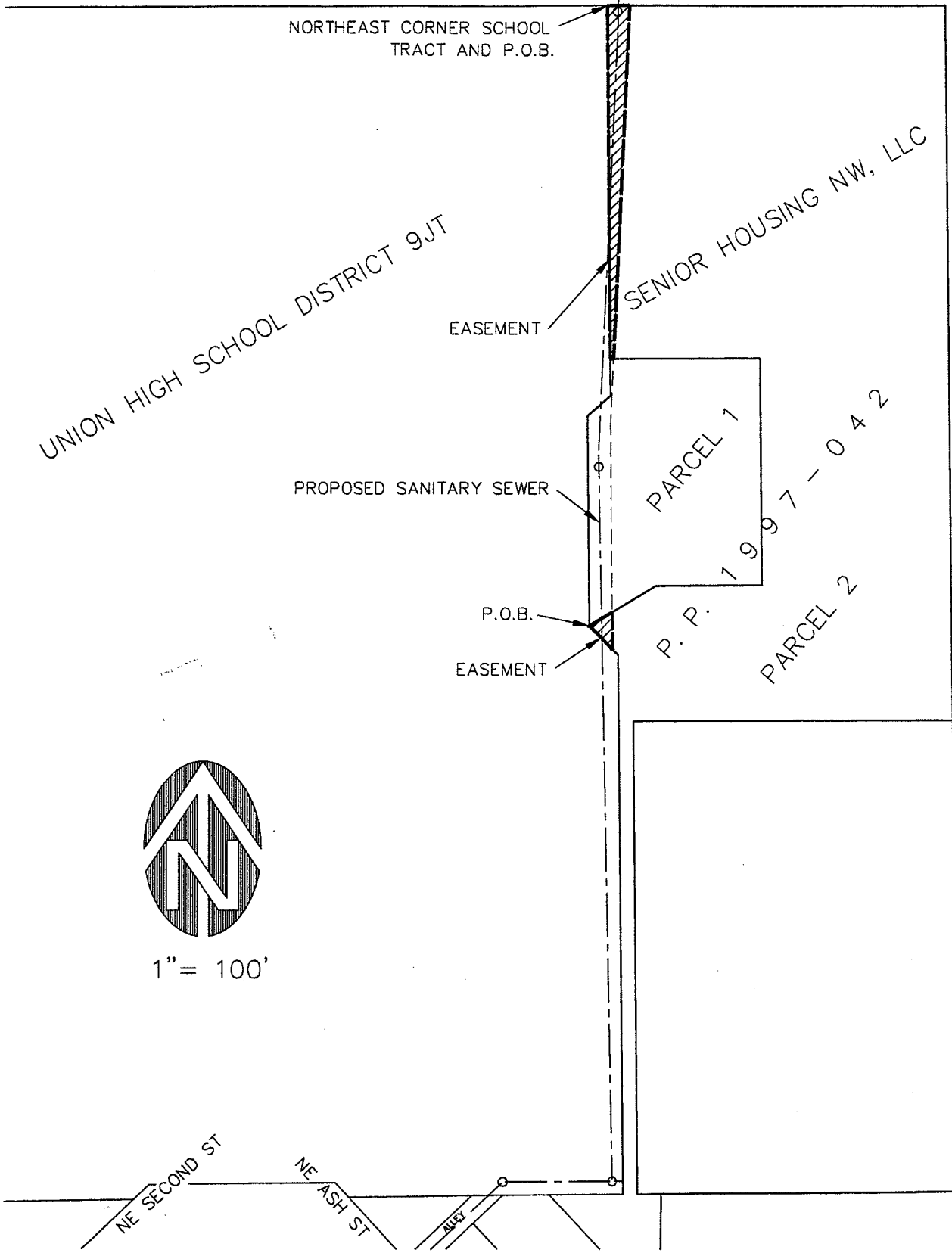
Michael A. Hargrave



EXT 6/30/03

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Exhibit B



EASEMENT EXHIBIT
 SECTION 32, T.2 S., R.1 W. W.M.
 CITY OF SHERWOOD,
 WASHINGTON COUNTY, OREGON

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DATE	10-08-01
DRAWN BY	PDR
CHECKED BY	DDL
REVISIONS	
JOB NO.	1518-01

WESTLAKE CONSULTANTS INC.	ENGINEERING ♦ SURVEYING ♦ PLANNING	
	PACIFIC CORPORATE CENTER 15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 884-0652 TIGARD, OREGON 97224 FAX (503) 824-0157	