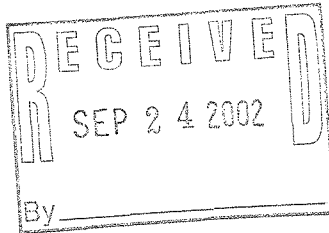


EASEMENT

DATED: 5/3, 2002



Washington County, Oregon **2002-052747**
05/03/2002 11:30:05 AM
D-E Cnt=1 Stn=21 RECORDS1
\$25.00 \$6.00 \$11.00 - Total=\$42.00



00095247200200527470050051

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

Jerry Hanson

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



AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:

Tom Hinchliff
575 NE First Street
Sherwood, OR. 97140

Grantee:

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

KNOW ALL MEN BY THESE PRESENTS, that Tom Hinchliff, 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, sanitary sewer and utility easement over, under, through, across and along the full width and length of the premises described as follows, to wit:

1. Legal description is set forth in EXHIBIT "A", Page 1 attached hereto, and incorporated by reference herein.
2. 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 sanitary sewer 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 sanitary sewer and utility easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent sanitary sewer 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 any sanitary and utility line, 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 interfere with



2002-52747

- the use of said pipelines, appurtenances attached to or connected therewith. No building shall be constructed over the easement right-of-way.
2. 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.
 3. 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.
 4. Grantors may, at his/her/their option and expense, relocated said sanitary 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.
 5. 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.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 3rd day of ~~April, 2002.~~

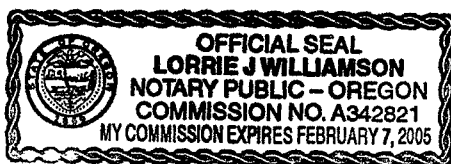
5/2002
T.C.H.

GRANTORS: Tom Hinchliff
Tom Hinchliff

STATE OF Oregon)
)ss
County of Washington)

On this 3rd day of May, 2002, before me, a notary public in and for said County and State, personally appeared TOM HINCHLIFF known to me to be the 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.



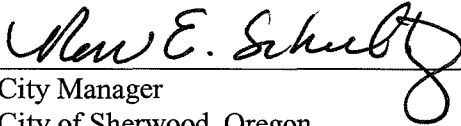
Lorrie J Williamson
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-7-05



GRANTEE:

ACCEPTED on behalf of the City of Sherwood, Oregon

This 3 day of MAY, 2002.



City Manager
City of Sherwood, Oregon



2002-52747

Exhibit A

WESTLAKE

CONSULTANTS INC.

ENGINEERING SURVEYING PLANNING

Phone: 503 684-0652

Fax: 503 624-0157

Senior Housing NW, LLC
Tom Hinchliff
Project No. 1518-01
May 3, 2002

Easement

PROPERTY DESCRIPTION

A strip 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 and being a portion of Parcel 1 of Partition Plat No 1997-042, Washington County plat records and being more particularly described as follows:

Beginning at the most westerly northwest corner of said Parcel 1;

thence, along the westerly line of said Parcel, North 49°18'04" East, 20.99 feet to an angle point therein;

thence, continuing along said west line, North 00°30'42" West, 25.46 feet;

thence, along the north line of said Parcel, North 89°29'18" East, 2.40 feet;

thence South 02°32'38" West, 44.94 feet;

thence South 00°30'42" East, 129.57 feet to the southerly line of said Parcel 1;

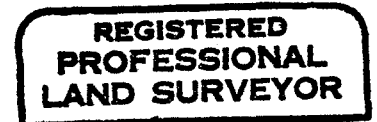
thence, along said southerly line, South 59°15'27" West, 18.50 feet;

thence, along the westerly line, North 03°31'58" West, 144.76 feet to the Point of Beginning.

Containing 2,406 square feet, more or less.

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

H:\ADMIN\151801.01\Survey\PD151801b.doc



John P. Tacchini

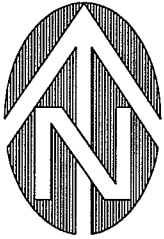
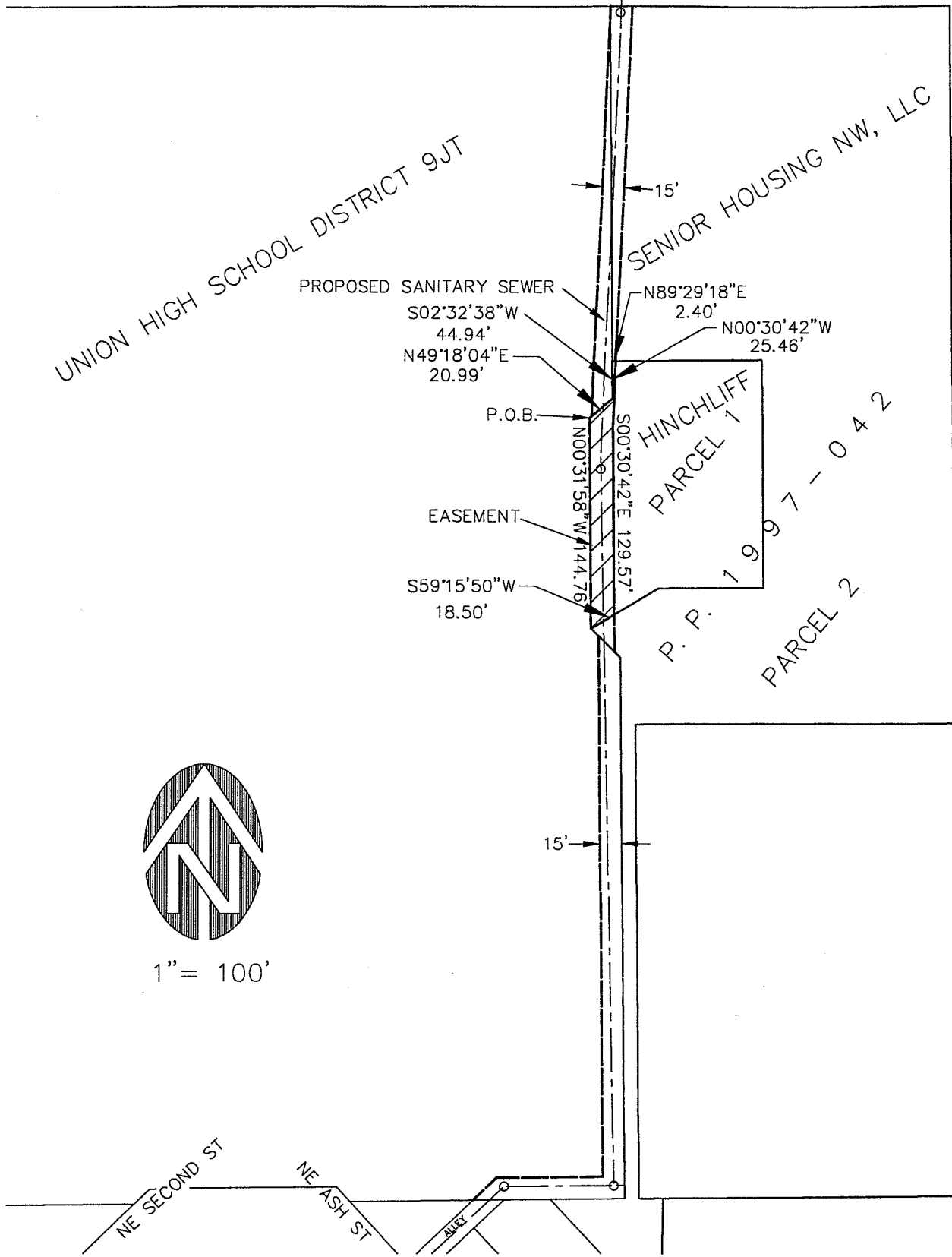


Renewal: 06/30/02

Exhibit B



2002-52747



1" = 100'

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

DATE	8-06-01
DRAWN BY	GRA
CHECKED BY	KAL
REVISIONS	5-03-02
JOB NO.	1518-01

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