

Pacific NW Title
02208181-W
T.O.

Pacific Northwest Title of Oregon, Inc.
Order No. 02208181-W

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING, RETURN TO:

Lien and Johnson, Attorney
4855 River Road N.
Keizer, OR 97303

Attention: E. Shannon Johnson

Recording Cover Sheet

Name(s) of transaction:

Exclusive Greenway/ Trail Easement

Name of the parties:

- (a) Grantor : Ruth M. Torra, as Trustee of the Ruth M. Torra 1995 Trust, under the Declaration and Trust Agreement dated August 3, 1995, as to an undivided interest; and Carolyn M. Leshner, as to an undivided interest.
- (b) Grantee : City of Sherwood, an Oregon municipal corporation

Washington County, Oregon
08/16/2002 02:15:46 PM
D-E Cnt=1 Stn=4 A DUYCK
\$40.00 \$6.00 \$11.00 - Total=\$57.00

2002-094716



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



This area reserved for County Recorder.



After Recording, Return to:

E. Shannon Johnson
Lien & Johnson
4855 River Road N.
Keizer, OR 97303

Until a Change is Requested,
Send all Tax Statements to:

NO CHANGE

EXCLUSIVE GREENWAY/TRAIL EASEMENT

THIS EASEMENT AGREEMENT is made this 19 day of July, 2002, by and between RUTH M. TORRA, as Trustee of The Ruth M. Torra 1995 Trust, under the Declaration and Trust Agreement dated August 3, 1995, as to an undivided interest and CAROLYN M. LESHER, as to an undivided interest, hereinafter referred to as the Grantor, and the City of Sherwood, an Oregon municipal corporation, hereinafter referred to as the Grantee, for the purpose of establishing a greenway/trail easement for general use by the public.

RECITALS:

A. Grantor is the owner of the real property which is located in Washington County as described in Exhibit "A" attached and by this reference incorporated herein.

B. Grantee wishes to acquire an easement for the benefit of the general public for pedestrian and recreational purposes across a portion of Grantor's property adjacent to and/or near Cedar Creek.

C. Grantor wishes to grant such easement for general public use subject to the conditions and restrictions set forth herein.

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and agreements contained herein, the parties do hereby agree as follows:

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1. Grantor does hereby convey and warrant unto the Grantee an exclusive easement, for general and recreational use by the public over and across the following described property:

See Exhibit "B" attached, which by this reference is incorporated herein.

2. Grantor hereby acknowledges fair and adequate consideration for the grant of this Easement as a condition of that certain Settlement Agreement dated May 30, 2002.

3. Grantee and the general public shall have all rights of general and recreational use over and across said property. Grantee shall have the right to inspect, maintain and replace any walkway improvements, lighting and appurtenant fixtures on and about the easement area.

4. Grantee agrees to return the area to its previous state as near as reasonably possible considering pavement, walkway and/or lighting installation.

5. The easement shall be perpetual and may be terminated only by Grantee expressly in writing. The easement shall not be terminated by failure of purpose, change of circumstances, abandonment, nonuse, or misuse accept as and to the extent otherwise provided in this document.

6. This easement 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 as well.

7. In the event of a dispute over this easement agreement, the prevailing party shall be entitled to reimbursement of all reasonable attorney fees, costs, and disbursements incurred in the dispute before litigation, at trial and on appeal, if any.

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8. In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

GRANTEE:

GRANTOR:

CITY OF SHERWOOD, an Oregon
municipal corporation

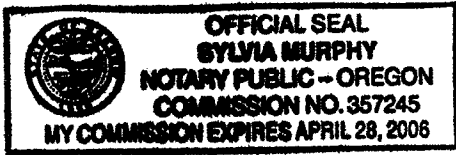
RUTH M. TORRA 1995 TRUST,
dated August 3, 1995

By: Ross E. Schultz
Ross Schultz, City Manager

By: Ruth M. Torra
Ruth M. Torra

Dated: Aug. 6, 2002

Dated: 7/19/02



Ruth M. Torra
Ruth M. Torra, Individually

Dated: 7/19/02

Carolyn M. Lesher
Carolyn M. Lesher

Dated: July 19, 2002

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on August 6, 2002 by
Ross Schultz, City Manager of the City of Sherwood.

Sylvia Murphy
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-28-06



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara } ss.

On July 19, 2002, before me,

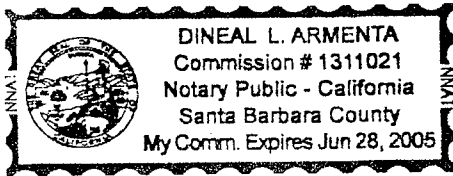
DINEAL L. ARMENTA
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ruth M. TORRA

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.
Dineal L. Armenta
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Coase ment Agreement

Document Date: July 19, 2002 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

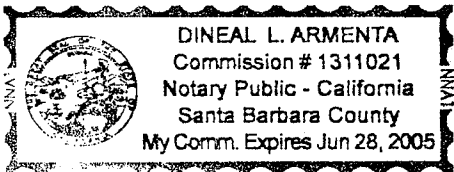




2002-94716

STATE OF California)
County of Santa Barbara) ss.

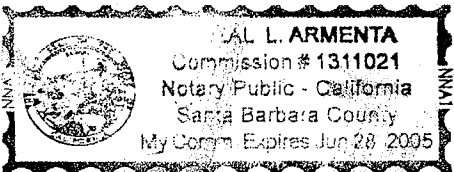
This instrument was acknowledged before me on 7-19-2002, 2002 by Carolyn M. Leshner.



Dineal L. Armenta
NOTARY PUBLIC FOR _____
My Commission Expires: 6-28-2005

STATE OF California)
County of Santa Barbara) ss.

This instrument was acknowledged before me on 7-19-2002, 2002 by Ruth M. Torra, Trustee of the Ruth M. Torra 1995 Trust dated August 3, 1995.



Dineal L. Armenta
NOTARY PUBLIC FOR _____
My Commission Expires: 6-28-2005

STATE OF _____) Dineal L. Armenta
County of _____) 1311021 ss.

This instrument was acknowledged before me on _____, 2002 by Ruth M. Torra, Individually.

NOTARY PUBLIC FOR _____
My Commission Expires: _____



Exhibit A

PARCEL I:

A tract of land in the Southeast one-quarter of Section 30, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, being more particularly described as follows:

COMMENCING at the South quarter corner of Section 30, Township 2 South, Range 1 West, of the Willamette Meridian; thence North $89^{\circ}34'20''$ East along the South line of Section 30 a distance of 643.57 feet as shown on record Survey 19.797 to the point of beginning of the tract of land herein to be described, said point being the Southeast corner of the tract of land described in Deed Book 261, Page 641, dated June 29, 1946; thence North $49^{\circ}18'20''$ East 129.09 feet to the beginning of a non-tangent curve and being a point on the dedicated easement contained in Fee No. 82020540; thence along said easement on the arc of a 50.00 foot radius curve to left and through a central angle of $82^{\circ}20'44''$ a length of 71.86 feet, said curve is subtended by a chord which bears North $49^{\circ}18'20''$ East 65.83 feet to a point of non-tangency; thence leaving said easement North $49^{\circ}18'20''$ East 505.64 feet to the Southwesterly line of that tract of land recorded in Deed Book 442, Page 1 recorded September 3, 1959; thence North $38^{\circ}52'00''$ West along the Southwesterly line of said deed 36.00 feet; thence North $51^{\circ}10'25''$ East 451.04 feet as per recorded Survey No. 21.662 to the Northeasterly line of Deed Book 422, page 1; thence South $56^{\circ}24'00''$ East a distance of 1360.21 feet to the Southeast corner of Section 30, Township 2 South, Range 1 West, of the Willamette Meridian; thence South $89^{\circ}34'20''$ West along the South line of said Section 30, 1992.94 feet to the point of beginning.

PARCEL II:

Parcel 3, PARTITION PLAT NO. 1992-013, in the City of Sherwood, County of Washington and State of Oregon.

PARCEL III:

An easement for access over the South 25.00 feet of Parcel 2, PARTITION PLAT NO. 1992-013, in the City of Sherwood, County of Washington and State of Oregon.



2002-94716

Exhibit "B"

Two parcels of land situated in the Southeast one-quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, being portions of property conveyed as Parcel I to Carol M. Leshar, et al by deed recorded April 23, 1998 as Fee No. 98041523 in Washington County Deed Records, being more particularly described as follows:

Parcel I

COMMENCING at the easternmost corner of said property which is also the Southeast corner of Section 30, Township 2 South, Range 1 West, Willamette Meridian; thence west 200.00 feet along the southerly line of said property; thence due north to the northerly property line of said property; thence South $56^{\circ} 24' 00''$ East along the property line of said property to the point of beginning.

Parcel II

COMMENCING at the northernmost corner of said property; thence South $56^{\circ} 24' 00''$ East along the property line of said property a distance of 275.00 feet; thence South $51^{\circ} 10' 25''$ West 275.00 feet; thence North $56^{\circ} 24' 00''$ West 275.00 feet to the property line of said property; thence North $51^{\circ} 10' 25''$ East 275.00 feet along the property line of said property to the point of beginning.