

EASEMENT

After Recording Return To:

Tualatin Valley Water District
Attn: General Manager
1850 SW 170th Avenue
P.O. Box 745
Beaverton, OR 97075

No change in Tax Statements

Washington County, Oregon 2003-155610
09/12/2003 04:06:42 PM
D-E Cnt=1 Stn=11 C WHITE
\$25.00 \$6.00 \$11.00 - Total = \$42.00



I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, 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



RECEIVED

OCT 1 2003

TUALATIN VALLEY
WATER DISTRICT

EASEMENT

This AGREEMENT made and entered into this 15 day of AUG., 2003, by and between

JUNIPER RIDGE INVESTMENT, LLC, hereinafter called the GRANTOR, and CITY OF SHERWOOD, hereinafter called the CITY WITNESSETH:

WHEREAS: The GRANTOR is the record owner of the real property in Washington County, State of Oregon, to-wit:

A TRACT OF LAND 15.00 FEET WIDE, AS MORE PARTICULARILY DESCRIBED IN EXHIBIT A AND SHOWN IN EXHIBIT B, ATTACHED.

and has the 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 CITY to the GRANTOR paid, the receipt of which is acknowledged by the GRANTOR, it is agreed:

The GRANTOR hereby grants, assigns and sets over the CITY a nonexclusive easement, to-wit:

TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND RECONSTRUCT AN UNDERGROUND WATER LINE AND ALL APPURTENANCES RELATED THERETO, WHICH IS AN EXTENSION OF THE CITY'S WATER SYSTEM WITHIN A TRACT OF LAND DESCRIBED HEREINBEFORE (SEE EXHIBIT A AND B.)

The CITY and/or its designated agent(s) shall have all rights of ingress and egress to and from the easement to the extent reasonably necessary for the construction, operation, maintenance, repair, replacement and reconstruction of the water line installed in the easement hereby granted and all rights and privileges incident thereto, provided that such ingress and egress shall not interfere with the use of the real estate by GRANTOR, its agents or tenants.

Except as to the rights herein granted, the GRANTOR shall have full use and control of the above-described real estate.

CITY shall forever defend, indemnify and hold harmless GRANTOR, its agents, employees, officers and tenants from any damage, claim, loss or liability arising out of or any way connected with CITY's use of the easement or other rights created by this instrument. In the event of any breach of this Agreement, the aggrieved party shall be entitled to exercise any remedy provided by law or equity, including the remedies of injunction and specific

performance. In the event litigation is commenced to enforce or interpret the provisions of this instrument, including any appeal thereof, the prevailing party shall recover from the other party, in addition to all costs and damages, reasonable attorneys fees at trial, in arbitration and upon any appeal or petition for review thereof.

The period of this easement shall be continuous, always subject, however, to the following specific conditions, restrictions and considerations:

- (a) All costs associated with the installation, maintenance, repair and replacement of the water line within the easement shall be paid solely by the CITY, and GRANTOR shall have no liability therefore.
- (b) Following any installation, maintenance, repair and replacement of the water line, the CITY shall restore the surface of the easement to its former condition at the CITY's sole cost and expense (including without limitation replacement or restoration of landscaping materials).
- (c) This easement shall terminate in the event the water line located pursuant to this easement is not used for a period of three (3) consecutive years.

GRANTOR shall do nothing that interferes with the CITY's facilities and use of the easement. 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. Any damage caused by leakage from the water line located pursuant to this easement shall be the responsibility of the CITY. The GRANTOR shall be responsible for mowing of grass (if any) and maintenance of landscape materials (trees, shrubs and the like) during the existence of this easement. No structure of any kind shall be constructed within the easement without prior written consent of the CITY.

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 agreed this 15 day of Aug, 2003.

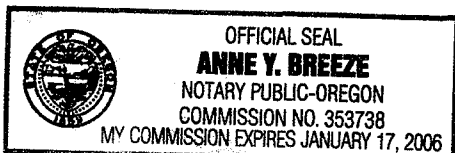
Grantor

By: JAMES K. MORSE [Signature]
Printed Name & Signature
MEMBER
Title

STATE OF OREGON)

County of Washington
Personally appeared before me on the 15th
day of August, 2003, the above named James K. Morse, and acknowledges the foregoing **Easement** to be his/her/its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-17-06



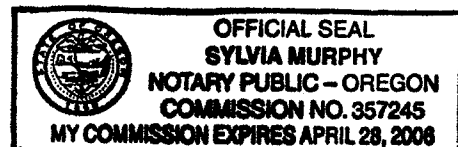
CITY OF SHERWOOD

By: ROSS E. SCHULTZ [Signature]
Printed Name & Signature
CITY MANAGER
Title

STATE OF OREGON)

County of Washington
Personally appeared before me on the
day of September 3, 2003, the above named ROSS E. SCHULTZ of the City of Sherwood, and by the authority of its City Council acknowledges the foregoing **Easement** to be his/her/its voluntary act and deed.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-28-06





9755 SW Barnes Road, Suite 300
Portland, Oregon 97225
503.626.0455
Fax 503.526.0775

APRIL 3, 2003

JUNIPER RIDGE INVESTMENT, LLC
15.00 FOOT WIDE WATERLINE EASEMENT
SHERWOOD CINEMA CENTER

PROJECT NO. 30372

EXHIBIT A

A TRACT OF LAND 15.00 FEET WIDE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

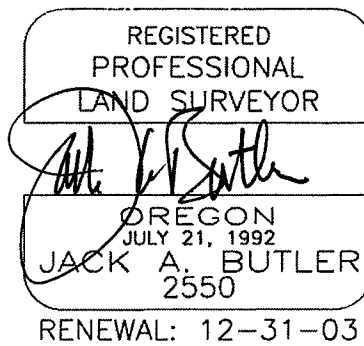
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT 1994-013 OF THE WASHINGTON COUNTY SURVEY RECORDS, SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF TUALATIN SHERWOOD ROAD, 45.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (7) SEVEN COURSES: THENCE NORTH 00°19'10" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 1, 9.75 FEET; THENCE WESTERLY ALONG A 1,646.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, 295.98 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°18'09", THE CHORD OF WHICH BEARS NORTH 62°30'55" WEST, 295.58 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 16°30'45" WEST 31.59 FEET; THENCE NORTH 56°49'05" WEST 100.57 FEET; THENCE SOUTH 86°49'38" WEST 22.88 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1,644.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, 266.10 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°16'26", THE CHORD OF WHICH BEARS NORTH 47°44'10" WEST 265.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°05'57" WEST 185.48 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 46°54'03" EAST 37.36 FEET TO THE POINT OF BEGINNING. THENCE 7.50 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE: NORTH 88°11'45" EAST 14.02 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "A", THENCE CONTINUING NORTH 88°11'45" EAST 62.72 FEET; THENCE SOUTH 43°12'59" EAST 254.53 FEET TO THE POINT OF TERMINATION.



TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE AFOREMENTIONED POINT "A", THENCE 7.50 FEET LEFT
AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE: SOUTH 00° 59'
58" WEST 33.91 FEET TO THE POINT OF TERMINATION

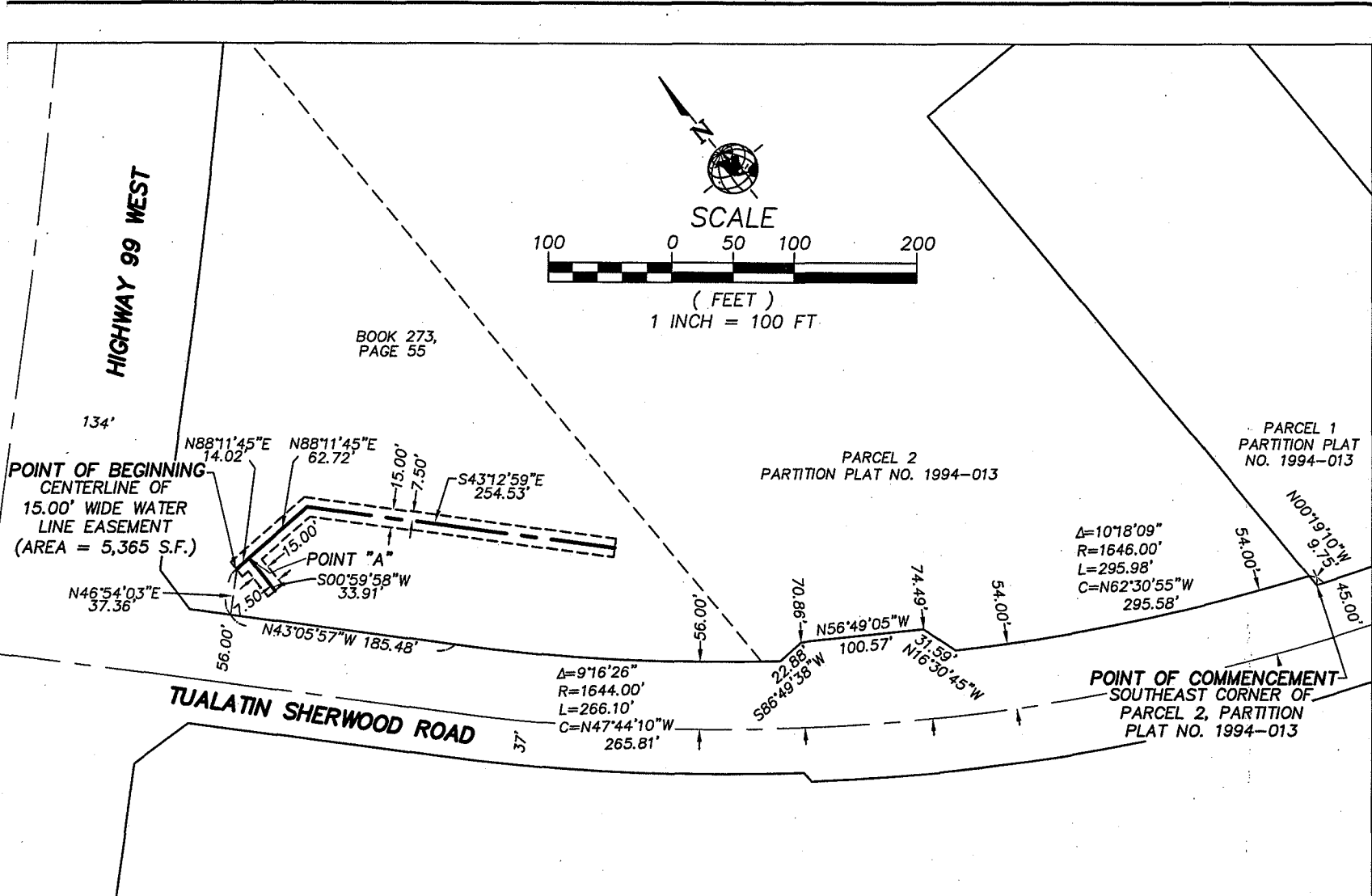
CONTAINING APPROXIMATELY 5,365 SQUARE FEET OR 0.12 ACRES.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS PER SURVEY
RECORD 23,608, RECORDS OF WASHINGTON COUNTY.





2003-155610



W&HPACIFIC

JUNIPER RIDGE DEVELOPMENT

SHERWOOD CINEMA CENTER

WATER LINE EASEMENT - EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

9755 St Barnes Road, Suite 300
PORTLAND, OREGON 97225
(503) 626-0455