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After recording return to:

Ty K. Wyman
Dunn Carney Allen Higgins & Tongue, LLP
851 SW 6th Avenue, Suite 1500
Portland, Oregon 97204



01092015200700328330080086

I, Richard Hobermicht, 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.

Richard Hobermicht, Director of Assessment and Taxation, Ex-Officio County Clerk



Until a change is requested, all tax statements should be sent to:

No change

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 16 day of March, 2007, by Leonard Z Atwell ("Grantor"), and Old Town Properties, LLC, an Oregon limited liability company ("Grantee").

RECITALS:

- A. Grantor is the owner of certain real property located in Sherwood, Washington County, Oregon, legally described on the Exhibit A attached hereto ("Grantor's Property").
- B. Grantee is the owner of certain real property located in Sherwood, Washington County, Oregon, legally described on the Exhibit B attached hereto ("Grantee's Property").

AGREEMENT:

1. **Grant of Easement.** Grantor hereby grants to Grantee and Grantee's successors and assigns a non-exclusive, perpetual easement (the "Easement") over and across that portion of Grantor's Property which is five (5) feet in width and parallel to the eastern boundary of Grantor's Property identified on the diagram attached hereto as Exhibit C (the "Easement Area") for the purpose of vehicular and pedestrian ingress and egress to and from Grantee's Property. The Easement shall be appurtenant to and shall run with the land as to the property burdened and as to the property benefited thereby. Grantor shall not place or permit any obstructions in or near the Easement Area which would interfere with its intended use by Grantee, and Grantee may remove any such obstructions by any legal means without liability.

2. **Paving.** In exchange for the easement rights set forth in Section 1 hereof, Grantee agrees to pave that portion of Grantor's Property depicted on Exhibit C. Grantee shall complete this paving

Security Title Guaranty P0001726

with reasonable expedition, pursuant to all applicable government standards and permits, and in a workmanlike manner. Grantee shall have no obligation to maintain or repair the paving area.

3. **Improvement and Restoration of Easement Area.** Grantee, at its sole cost and expense, shall have the right to construct, maintain, repair and replace a road over the Easement Area. In the event Grantee or Grantee's agents, employees, contractors, licensees, invitees or guests perform any work in or cause any damage to the Easement Area, Grantee shall, upon demand, promptly repair such damage or reimburse Grantor for its reasonable costs incurred to restore the Easement Area to at least as good a condition as existed immediately prior to such work or damage.

4. **Maintenance and Repair.** Grantee and its successors and assigns shall be responsible for the maintenance and repair of the Easement Area at their own expense or, at Grantor's election, to reimburse Grantor for a fair and equitable portion of Grantor's reasonable cost to maintain and repair the Easement Area. Except as provided in Section 5 below, Grantor shall not be obligated to maintain or repair the Parking Area or reimburse Grantee for such costs.

5. **Indemnification.** Grantor and Grantee each agree to indemnify, defend and hold the other and its successors and assigns harmless for, from and against any and all claims, costs, expenses (including reasonable attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of the acts, omissions, negligence or willful misconduct of Grantee or Grantee's agents, employees, contractors, licensees, invitees or guests in the use or occupancy of the other's property.

6. **Reservation of Rights.** Each party reserves all rights in their respective property not expressly granted herein. The rights granted herein shall inure to the benefit of the parties' successors and assigns.

7. **Attorney Fees and Costs.** In the event either party breaches its obligations under this Agreement, the nonbreaching party shall be entitled to all costs and expenses incurred, including reasonable attorney fees, as a result of the breach. In addition, in the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney fees in arbitration, at trial, and on appeal of such suit or action, in addition to all other sums provided by law.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

9. **Statutory Notice.** BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 FEE TITLE TO THE

PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

GRANTOR:

GRANTEE:

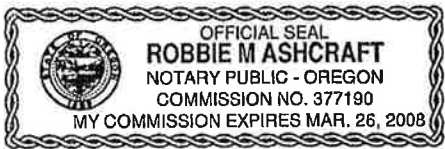
By: Leonard D. Attrey
Print Name: Leonard D Attrey
Title: Owner
Date: 3-16-07

By: J Patrick Lucas
Print Name: J PATRICK LUCAS
Title: MANAGER
Date: 3-21-07

Leonard D. Attrey

STATE OF Oregon)
County of Yamhill) ss.

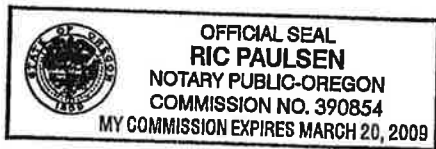
On this 16 day of March, 2007, personally appeared the above-referenced representative of Leonard Atrell and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Robbie M Ashcraft
NOTARY PUBLIC FOR Oregon
My Commission Expires: 03-26-2008

STATE OF Oregon)
County of Multnomah) ss.

On this 21st day of March, 2007, personally appeared the above-referenced representative of J. Patrick Lucas and acknowledged the foregoing instrument to be his/her voluntary act and deed. Manager for Old Town Properties, LLC



J. Paulsen
NOTARY PUBLIC FOR Oregon
My Commission Expires: March 20, 2009

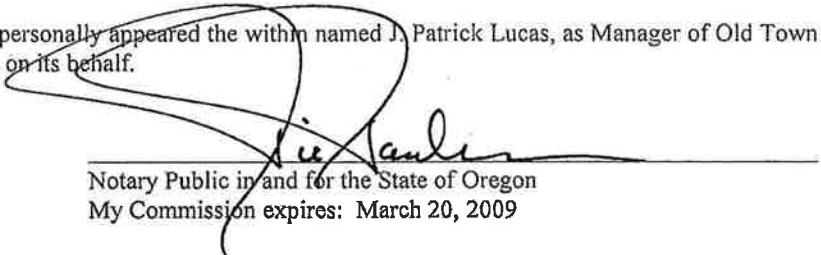
(See Attached Acknowledgement)

ACKNOWLEDGMENT

ATTACHED TO and made a part of Easement Agreement.

STATE OF OREGON }
County of Multnomah } ss

On this March 21, 2007, before me, the undersigned, personally appeared the within named J. Patrick Lucas, as Manager of Old Town Properties, LLC, an Oregon limited liability company, on its behalf.



Notary Public in and for the State of Oregon
My Commission expires: March 20, 2009

EXHIBIT A

The Property located in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

Lot 6, Block 5 of the Plat "Smockville".

The above described Property contains 5,000 square feet, more or less.

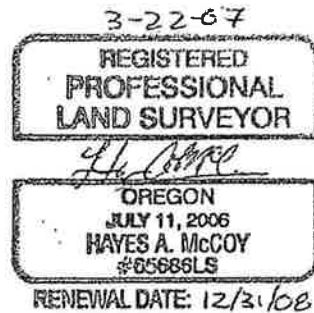


EXHIBIT B

The Property located in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, being more particularly described as follows:

The Southeasterly 50 feet of Lot 7 and Lot 8, Block 5 of the Plat "Smockville".

The above described Property contains 5,000 square feet, more or less.

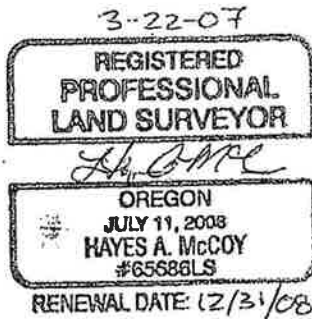
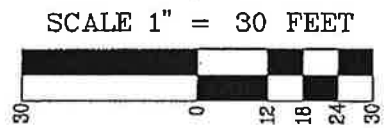
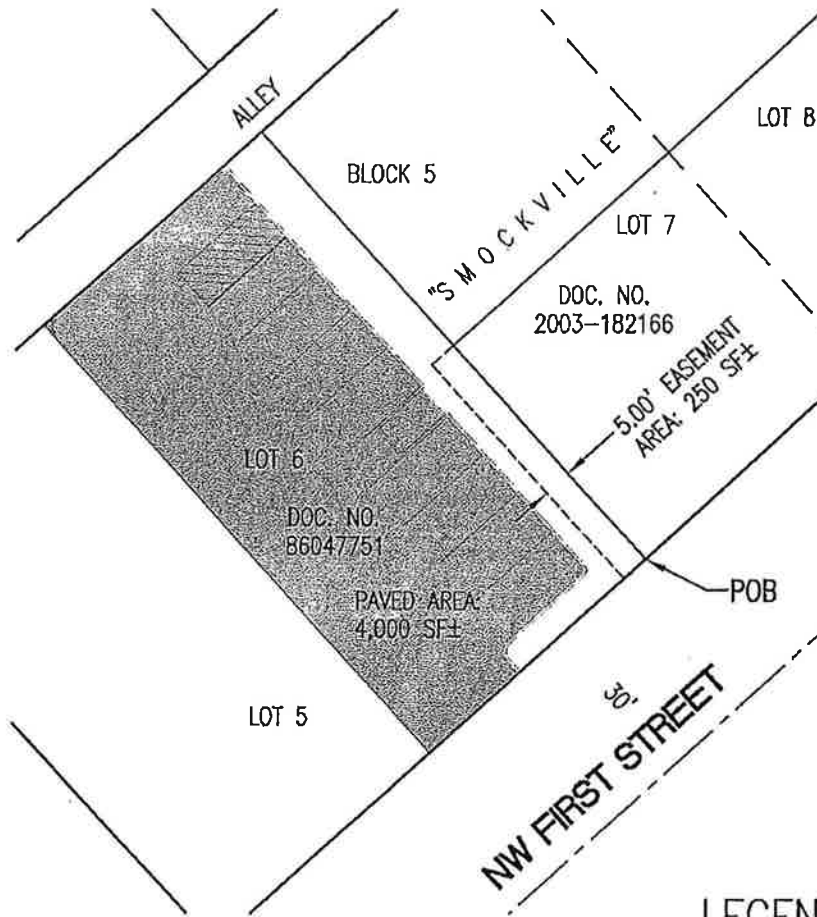


EXHIBIT C

A PORTION OF LOT 6, BLOCK 5 OF "SMOCKVILLE", LOCATED IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON



LEGEND

- DOC. NO. DOCUMENT NUMBER PER WASHINGTON COUNTY DEED RECORDS
- POB POINT OF BEGINNING
- SF SQUARE FEET
- PAVEMENT

PREPARED FOR:
 LUCAS PROPERTIES
 17400 SW UPPER BOONES
 FERRY RD, #230
 DURHAM, OR 97224
 3-23-07

REGISTERED PROFESSIONAL LAND SURVEYOR

Hayes A. McCoy

OREGON
 JULY 11, 2006
 HAYES A. MCCOY
 65686LS
 RENEWAL DATE: 12/31/08

JOB NAME:	ATTRELS
JOB NUMBER:	1553
DRAWING NUMBER:	1553EXC
DRAWN BY:	JOH/HBT
CHECKED BY:	NSW/HAM

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AKS
 ENGINEERING & FORESTRY

LICENSED IN OR & WA
 13910 SW GALBREATH DR.,
 SUITE 100
 SHERWOOD, OR 97140
 PHONE: (503) 925-8799
 FAX: (503) 925-8969
 E-MAIL: aks@aks-eng.com