

EASEMENT



01147274200700834340050058

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



DATED: July 16, 2007

AFTER RECORDING RETURN TO:

Craig Smith
Grayco, LLC
PO Box 566
Gresham, Oregon 97030

BETWEEN:

Grantor:

SHNW Properties, LLC
PO Box 566
Gresham, Oregon 97030

Grantee:

City of Sherwood
22560 SW Pine Street
Sherwood, Oregon 97140

KNOW ALL MEN BY THESE PRESENT, that Craig Smith, Manager of SHNW Properties, LLC ("Grantor"), for the consideration hereinafter stated, does forever grant unto the City of Sherwood ("Grantee"), a permanent subsurface storm drainage, sanitary sewer, and utility easement beneath, across, and along the full width and length of the real property described as follows ("the Premises"):

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;

For the installation, maintenance, and operation of subsurface storm drainage pipelines, sanitary sewer pipelines, and utility lines.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0; however, that actual consideration consists of the terms and conditions set forth herein.

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TO HAVE AND TO HOLD the above described permanent easement unto Grantee in accordance with the conditions and covenants as follows:

1. The easement shall include the right, privilege, and authority, to Grantee to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair the subsurface storm drainage pipelines, sanitary sewer pipelines, and utility lines, and to cut and remove from the Premises any trees and other obstructions which may endanger the safety or interfere with the use of the subsurface lines.
2. No building shall be constructed over the Premises.
3. Grantee shall indemnify and hold harmless the Grantor and its successors and assigns from all claims for injury to person or property resulting from any activities on the Premises by Grantee, its agents, and/or employees, including but not limited to any negligent acts by Grantee, its agents, and/or employees in the construction, operations, or maintenance of any of the subsurface lines.
4. Grantee, 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, and any improvements disturbed by Grantee, 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.
5. Grantor may, at its option and expense, relocate this easement, provided such relocation is accepted by Grantee as complying with applicable codes and standards, land use law and regulations.

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 FRAMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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IN WITNESS WHEREOF, the undersigned Grantor has executed this easement this 16 day of July, 2007.

Craig Smith, Manager
SHNW Properties, LLC

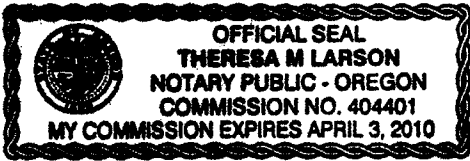
By: [Signature]

Title: Manager

STATE OF OREGON)
)ss
County of Multnomah)

On this 16th day of July, 2007, before me, a notary public in and for said County and State, personally appeared Craig Smith, who did say that he is the Manager of SHNW Properties, LLC, and acknowledged that he executed the foregoing instrument on behalf of said LLC, as its voluntary act and deed.

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



[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: April 3, 2012

GRANTEE:

Accepted on behalf of the City of Sherwood, Oregon this 25th day of July, 2007

[Signature] 7-25-2007
Tom Pessemier
City Engineer

[Signature]
Ross Schultz
City Manager

ANDY PARIS & ASSOCIATES, INC.

Registered Professional Land Surveyors

16057 S.W. Boones Ferry Road

Lake Oswego, Oregon 97035

Ph: (503)-636-3341 Fax: (503) 636-0477

PROPERTY DESCRIPTION: A Portion of Parcel 2 of Partition Plat No. 1997-042

DATE: June 4, 2007

JOB NO: 06040

FOR: Senior Housing Properties, LLC

LOCATION: NE First Street

Public Utility Easement on Parcel 2 of Partition Plat No. 1997-042

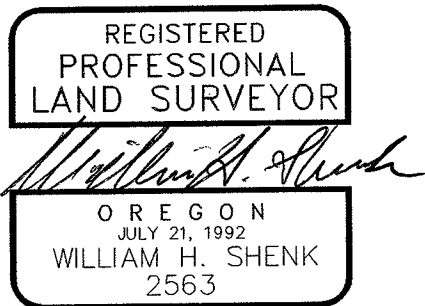
FOR USE ON LEGAL INSTRUMENT

EXHIBIT "A"

A tract of land situated in the Northwest one-quarter of Section 32, Township 2 South, Range 1 West of the Willamette Meridian, City of Sherwood, Washington County, Oregon, being a portion of Parcel 2 of Partition Plat No. 1997-042, Washington County Plat Records, more particularly described as follows:

Beginning at an interior angle corner on the westerly-most South line of Parcel 2 of Partition Plat No. 1997-042, Washington County Plat Records, which bears North 89°38'41" East, a distance of 51.48 feet from a 5/8" inch iron rod at the westerly-most Southwest corner of said Parcel 2; thence North 00°31'58" West, along the West line of said Parcel 2, a distance of 20.00 feet; thence leaving said West line, North 89°29'22" East, a distance of 9.94 feet to the southerly-most East line of said Parcel 2; thence South 00°30'38" East, along the said southerly-most East line, a distance of 20.03 feet to an interior angle corner; thence South 89°38'11" West, a distance of 9.94 feet to the **Point of Beginning**.

Containing 199 square feet, more or less.



EXPIRES: JUNE 30, 2008

EXHIBIT B

FOR:
SENIOR HOUSING NW PROPERTIES, LLC
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
FOR A PUBLIC UTILITY EASEMENT
IN THE NW 1/4 SEC. 32, T.2S., R.1W., W.M.
CITY OF SHERWOOD
WASHINGTON COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 21, 1992
WILLIAM H. SHENK
2563

EXPIRES : JUNE 30, 2008

PREPARED BY:
ANDY PARIS AND ASSOCIATES, INC.
16057 S.W. BOONES FERRY ROAD
LAKE OSWEGO, OREGON 97035
PH: 503-636-3341



SCALE 1" = 20'

JUNE 4, 2007

● DENOTES 5/8" DIAMETER IRON ROD

TAX LOT 800

TAX LOT 600

