AFTER RECORDING RETURN TO:

Jill D. Laney Cosgrave Vergeer Kester LLP 500 Pioneer Tower 888 SW Fifth Avenue Portland, OR 97204

This space is reserved for the Recorder's use

EASEMENT AGREEMENT

BETWEEN:

SRI SANTRAM, LLC.

("Property 1 Owner")

AND:

CHEYENNE HOLDINGS, LLC

an Oregon limited liability company

("Property 2 Owner")

an Oregon limited liability company

DATED:

_____, 2016

("Effective Date")

RECITALS

- A. Property 1 Owner is the owner of that certain real property commonly known as 21930-21970 SW Alexander Lane, Sherwood, Washington County, Oregon, as more fully described on the attached Exhibit A ("Property 1"), and has the right and authority to grant the Access Easement.
- B. Property 2 Owner is the owner of that certain real property commonly known as 21900 SW Alexander Lane, Sherwood, Washington County, Oregon, as more fully described on the attached <u>Exhibit B</u> ("**Property 2**"), and has the right and authority to grant the Parking Easement and the Maintenance Easement.
- C. Property 1 is currently unimproved, but Property 1 Owner plans to develop and construct a hotel and parking lot on Property 1 in addition to certain amenities and facilities to be used by Property 1 Owner, its guests, invitees, and licensees. In connection with these planned improvements, Property 2 plans to have curb-cut street access from SW Meinecke Parkway.
- D. Property 2 has been improved with various commercial establishments in addition to certain amenities and facilities to be used by Property 2 Owner, its guests, invitees, and licensees. In connection with these improvements, which are currently accessed by curb-cut street access from SW Alexander Lane.
- E. Property 2 Owner desires to obtain, and Property 1 Owner desires to grant, the Access Easement on the terms and conditions of this Agreement, in order to provide

additional access to Property 2.

- F. Property 1 Owner desires to obtain, and Property 2 Owner desires to grant, the Parking Easement on the terms and conditions of this Agreement, in order to provide additional parking for Property 1.
- G. Property 1 Owner desires to obtain, and Property 2 Owner desires to grant, the Maintenance Easement on the terms and conditions of this Agreement, in order to facilitate the maintenance and repair obligations set forth in this Agreement.
- H. The parties desire to establish their respective rights and obligations with respect to the Easements and the Easement Areas.

The parties agree as follows:

AGREEMENT

Section 1. Recitals

The recitals are expressly incorporated herein and made part of this Agreement.

Section 2. Definitions

In addition to those capitalized terms defined elsewhere in this Agreement, capitalized terms used in this Agreement are defined as follows:

- **2.1** "Access Easement" means the perpetual, non-exclusive easement granted in Section 3.
- 2.2 "Access Easement Area" means the paved portions of Property 1 (existing now or in the future), which includes any street curb cut from SW Meinecke Parkway providing for vehicular access to Property 1 but excludes any designated parking spaces (existing now or in the future) on Property 1, and which is more specifically identified on the attached Exhibit C.
- 2.3 "Easements" means the Access Easement, the Parking Easement, and the Maintenance Easement.
- 2.4 "Easement Areas" means the Access Easement Area, the Parking Easement Area, and the Maintenance Easement Area.
 - 2.5 "Easement Users" means the Property 1 Users and Property 2 Users.
 - **2.6** "Grantee" means the applicable grantee of each of the Easements.
 - **2.7 "Grantor"** means the applicable grantor of each of the Easements.
- **2.8** "Maintenance Easement" means the perpetual, non-exclusive easement granted under Section 5.
- 2.9 "Maintenance Easement Area" means all exterior areas of Property 2, which is more specifically identified on the attached Exhibit C.
 - **2.10** "Properties" means Property 1 and Property 2.

- **2.11** "Property 1 Users" means those parties who are granted the right to use the Parking Easement granted under <u>Section 3</u> and the Maintenance Easement granted under <u>Section 5</u>, including Property 1 Owner (and its successors) and Property 1 Owner's tenants, guests, invitees, licensees, contractors, agents, employees, assignees, and subtenants.
- 2.12 "Property 2 Users" means those parties who are granted the right to use the Access Easement granted under <u>Section 4</u>, including Property 2 Owner (and its successors) and Property 2 Owner's tenants, guests, invitees, licensees, contractors, agents, employees, assignees, and subtenants.
- **2.13 "Parking Easement"** means the perpetual, non-exclusive easement granted in <u>Section 4</u>.
- 2.14 "Parking Easement Area" means that certain portion of Property 2 which includes at least 12 designated and reserved parking spaces and which is more specifically identified as the "Shared Parking Easement" on the attached Exhibit C.
- 2.15 "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (including any appeal or review).
- **2.16** "Term" means the term of this Agreement, which shall be for a period of 25 years, subject to the options to extend under <u>Section 8</u>.

Section 3. Grant of Access Easement

- 3.1 Property 1 Owner hereby grants to Property 2 Owner a non-exclusive easement appurtenant to Property 2 for the duration of the Term of this Agreement, for purposes of access, ingress, and egress by Property 2 Users on, over, and across the Access Easement Area.
- 3.2 Except as otherwise expressly stated in this Agreement, Property 1 Owner's grant of the Access Easement in no way limits or restricts the ability of Property 1 Owner to modify or alter Property 1 or the improvements on Property 1 (including the construction of additional improvements on Property 1) even if such modification or alteration reduces the paved portions on Property 1 which are the subject of the Access Easement.

Section 4. Grant of Parking Easement

- 4.1 Property 2 Owner hereby grants to Property 1 Owner a non-exclusive easement appurtenant to Property 1 for the duration of the Term of this Agreement, for the purposes of vehicular and pedestrian access, ingress, and egress on, over, and across the Parking Easement Area and parking in the designated and reserved parking spaces (existing now or in the future) situated in the Parking Easement Area.
- 4.2 Except as otherwise expressly stated in this Agreement, Property 2 Owner's grant of the Parking Easement in no way limits or restricts the ability of Property 2 Owner to modify or alter Property 2 or the improvements on Property 2 (including the construction of additional improvements on Property 2); provided, however, that Property 2 Owner may not make any modification or alteration (a) to any portion of the Parking Easement Area, (b) to any portion of Property 2 which is adjacent to the Parking Easement Area if such modification or alteration materially or adversely impacts the Property 1 Users' use and enjoyment of the Parking Easement, or (c) which results in less than 12 designated parking spaces in the Parking Easement Area. In any event, Property 2 Owner shall notify

Property 1 Owner in advance of all planned modifications, alterations, or construction to the Parking Easement Area or to any area adjacent to the Parking Easement Area, and such notice shall be given with reasonably sufficient time for Property 1 Owner to exercise any rights granted to Property 1 Owner under this <u>Section 4</u>.

Section 5. Grant of Maintenance Easement

- **5.1** Property 2 Owner hereby grants to Property 1 Owner a non-exclusive easement appurtenant to Property 1 for the duration of the Term of this Agreement, for the purposes of access, ingress, and egress by Property 1 Users on, over, and across the Maintenance Easement Area as is reasonably required by Property 1 Owner to perform its maintenance and other rights and obligations under <u>Section 14</u> and elsewhere in this Agreement.
- 5.2 Except as otherwise specifically provided in <u>Section 4.2</u> and elsewhere in this Agreement, Property 2 Owner's grant of the Maintenance Easement in no way limits or restricts the ability of Property 2 Owner to modify or alter Property 2 or the improvements on Property 2 (including the construction of additional improvements on Property 2); provided, however, that Property 2 Owner may not make any modification or alteration to any portion of the Maintenance Easement Area if such modification or alteration materially or adversely impacts the Property 1 Users' use and enjoyment of the Maintenance Easement. In any event, Property 2 Owner shall notify Property 1 Owner in advance of all planned modifications, alterations, or construction to the Maintenance Easement Area or to any area adjacent to the Maintenance Easement Area, and such notice shall be given with reasonably sufficient time for Property 1 Owner to exercise any rights granted to Property 1 Owner under this <u>Section 5</u>.

Section 6. Exceptions

The Easements are made subject to all exceptions of record in the official records of the Washington County, Oregon Recorder as to each of the Properties.

Section 7. Reservation of Rights

Each Grantor reserves for itself and its successors and assigns the right to use such Grantor's Property for any lawful use consistent with this Agreement.

Section 8. Term and Extension. Within 90 days prior to the expiration of the Term of this Agreement (including any extension), either party may extend the Term for an additional period of 10 years by providing the other party with written notice. The parties acknowledge and agree that there is no limit to how many times the Term may be extended under this section. In the event that the Term expires without being extended under this section or otherwise, all Easements granted under this Agreement shall terminate and this Agreement shall be of no further force and effect (except that any obligations which by their nature are intended to survive any termination or expiration of this Agreement shall survive such termination or expiration).

Section 9. Purpose and Use

9.1 Access Easement. The Access Easement may be used by the Property 2 Users only for purposes of vehicular and pedestrian access, ingress, and egress by Property 2 Users on, over, and across the Access Easement Area. Property 2 Users may not use the Access Easement until such time as Property 1 Owner removes the fence located at or near the boundary line between the Properties as contemplated under

Section 14.1.

- 9.2 Parking Easement. The Parking Easement may be used by the Property 1 Users only (a) during the hours between 8:00 pm and 11:00 am and (b) for the purposes of (1) vehicular and pedestrian access, ingress, and egress on, over, and across the Parking Easement Area, and (2) parking in the designated and reserved parking spaces (existing now or in the future) situated in the Parking Easement Area. The Property 1 Users have the exclusive right to park in the designated and reserved parking spaces (existing now or in the future) situated in the Parking Easement Area during the time period set forth in this section. Any vehicle other than a vehicle owned or operated by any Property 1 User which is parked in the Parking Easement Area during the time period set forth in this section may be towed at the discretion of Property 1 Owner, in which event the costs and expenses of any such towing will be paid by the owner or operator of such unauthorized vehicle.
- 9.3 Maintenance Easement. The Maintenance Easement may be used by the Property 1 Users (and any applicable local utility agency, authority, or entity) for the purpose of performing the Property 1 Owner's maintenance and other rights and obligations under <u>Section 14</u> and elsewhere in this Agreement.

Section 10. Signs.

- 10.1 Property 1 Owner may (at Property 1 Owner's expense) install signs on Property 1 and in the Parking Easement Area which display information regarding the Property 1 Users' use of the Parking Easement and Parking Easement Area. Any such signs shall be removed by Property 1 Owner (at Property 1 Owner's expense) upon the expiration or termination of the Term.
- 10.2 Except as otherwise consented to in writing by Property 1 Owner, Property 2 Owner may not install any signs on Property 1.

Section 11. Unimpeded Access

No barricade or other divider may be constructed between or on any Property to prohibit, limit, or discourage the use of the Easements by the applicable Easement Users.

Section 12. Relocation or Elimination of Easement Areas

No Grantor may relocate or eliminate all or any portion of any Easement Area without the prior express written consent of the Grantee, which consent may be withheld, conditioned, or delayed in such Grantee's sole and absolute discretion.

Section 13. Nature of Easements

During the Term of this Agreement, the Easements granted by the Grantor will run with the land and be appurtenant to, and for the benefit of, the Grantee's Property. Any conveyance of fee title to any Property (or any portion that is a legal lot within any Property) during the Term of this Agreement will include a conveyance of the Easements, regardless of whether the Easements are specifically identified in the instrument of conveyance. Except as otherwise specifically provided in <u>Section 14</u>, neither party will have the right to terminate the Easements.

Section 14. Maintenance and Repair

- 14.1 Removal of Existing Fence. Upon receipt of occupancy permit for the hotel to be constructed on Property 1, Property 1 Owner (at Property 1 Owner's expense) will remove the existing fence located on or near the boundary line between the Properties.
- 14.2 Storm Water and Utilities. Property 1 Owner (at Property 1 Owner's expense) is responsible for all work reasonably necessary (or as is otherwise required or permitted by the applicable governing authority) to construct and install a storm water line or management system on Property 2 that connects the storm water line or management system in the public right-of-way. Property 1 Owner (at Property 1 Owner's expense) is also responsible for any work reasonably necessary to repair or reconstruct the parking lot and other improvements on Property 2 that are damaged or destroyed by the construction and installation of such storm water line or management system on Property 2.

14.3 Maintenance and Repair.

- (A) Except as otherwise specifically provided in this Agreement and except to the extent that such costs and expenses are incurred as a result of (a) the negligence or intentional misconduct of any Property 2 User (in which event Property 2 Owner will pay for such costs and expenses) or (b) any event or occurrence which is covered under Property 2 Owner's insurance required under Section 18, Property 1 Owner will perform and pay for all costs and expenses incurred in connection with the performance of all maintenance and repair to (x) Property 1 and (y) the Parking Easement Area (including any repaving, resurfacing, restriping, landscaping, etc.). Property 2 Owner shall cooperate with Property 1 Owner in the performance of Property 1 Owner's maintenance and repair obligations under this Agreement.
- (B) Except as otherwise specifically provided in this Agreement and except to the extent that such costs and expenses are incurred as a result of the negligence or intentional misconduct of any Property 1 User (in which event Property 1 Owner will pay for such costs and expenses), Property 2 Owner will perform and pay for all costs and expenses incurred in connection with the performance of all maintenance and repair to Property 2.
- 14.4 Trash and Recycling. Property 1 Owner shall be responsible for arranging for regular trash and recycling services on both Properties. Property 1 Owner shall pay 70.0% and Property 2 Owner shall pay 30.0% of the costs and expenses for such trash and recycling services. Property 2 Owner must reimburse Property 1 Owner for Property 2 Owner's share of such costs and expenses within 30 days of receipt of written demand for payment from Property 1 Owner.

Section 15. Real Property Taxes

Each Grantor shall pay all real property taxes attributable to the applicable Easement Areas situated on its respective Property.

Section 16. Property 1 Owner's Right of First Refusal

During the Term of this Agreement, before Property 2 Owner may sell all or any portion of Property 2 to a third party, Property 2 Owner must first offer to sell Property 2 to Property 1 Owner on the same terms and conditions as are offered to or by such third

party. Property 1 Owner will have 30 days during which to accept such offer. If Property 1 Owner does not accept such offer within such 30-day period, Property 2 Owner is free to accept and close on such third-party offer; provided, however, that such sale to such third party may not be on terms more favorable than the offer made to Property 1 Owner.

Section 17. Risk of Damages

Except as otherwise specifically provided in this Agreement, any use of the Easement Areas in accordance with this Agreement shall be deemed to be at the risk of the applicable Easement Users, and the Grantor shall not be liable or responsible for any loss or damage to property or injury to person or loss of life that may result to any such Easement User, whether arising out of the condition of the applicable Easement Area or the applicable Property or otherwise, except to the extent that such loss, damage, or injury is caused by the gross negligence or intentional misconduct of the Grantor.

Section 18. Insurance

Each Grantor shall maintain comprehensive general liability insurance against liability for personal injury, bodily injury, death, and damage to property occurring in or about (or resulting from an occurrence in or about) such Grantor's Property, with combined single limit coverage of not less than \$2,000,000.00. The Grantee shall be named as an additional insured on such policy of insurance and such insurance shall: (a) be primary insurance which provides that the insurer shall be liable for the full amount of the loss up to and including the total amount of liability set forth in the declarations without the right of contribution from any other insurance coverage of the Grantee, (b) provide that such policies shall not be subject to cancellation or change except after written notice to all insureds, (c) shall contain a "cross liability" provision, (d) not have a "deductible" in excess of \$20,000.00 per occurrence; and (e) expressly waive any right of subrogation on the part of the insurer against the Grantee. A duly executed certificate of insurance, together with satisfactory evidence of the payment of the premium, shall be deposited with the Grantee within 30 days of the Effective Date of this Agreement and upon renewal of such policies.

Section 19. Indemnification

In the event of any Proceeding brought by any third party against a Grantor and that arises out of this Agreement or the applicable Grantee's Easement Users' use of the applicable Easement Area situated on the Grantor's Property such Grantee shall indemnify such Grantor from and against any amount (including any interest) awarded in or paid in settlement of any such Proceeding and any reasonable out-of-pocket expense (including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements) incurred in defending such Proceeding or in any related investigation or negotiation arising out of such Proceeding (collectively "Losses"), except to the extent that any of the Grantor's Easement Users negligently caused such Losses.

Section 20. General Provisions

- **20.1** Recording. A full original of this Agreement shall be recorded with the Washington County Recorder's Office.
- 20.2 Costs and Expenses. Except as otherwise expressly stated in this Agreement, (a) Property 1 Owner shall pay for all costs and expenses incurred in connection with the preparation of the exhibits to this Agreement and for all recording

- fees, and (b) each party shall pay its own attorney fees incurred in connection with the drafting and negotiating of this Agreement.
- 20.3 Interpretation and Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. The headings used in this Agreement are for convenience only. All references to sections or subsections without additional identification refer to the sections or subsections of this Agreement. The verb used to introduce a statement of fact (e.g. states, represents, warrants, etc.) in this Agreement does not affect the remedies available for inaccuracy of that statement of fact. Wherever appropriate, the masculine may mean the feminine and the singular may mean the plural or vice versa. The words "include" or "including" are each "without limitation". Any, all, each, or every means any and all, and each and every.
- **20.4 No Dedication**. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Areas to the general public, for the general public, or for any public use or purpose whatsoever.
- 20.5 Waiver of Liability. Except as otherwise specifically provided in this Agreement, each party assumes all risks arising out of such party's (and such party's Easement Users') use of the Easement Areas.
- **20.6 Default and Remedies**. In the event any party shall fail to perform any of such party's obligations under this Agreement, the other party shall each be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Except as otherwise specifically provided in this Agreement, such remedies shall be in addition to any other remedies provided under this Agreement and applicable law.
- **20.7** Attorney Fees. In any Proceeding (a) based on any failure by any party to pay or reimburse any amount to be paid or reimbursed by such party under this Agreement (including indemnification obligations), or (b) which is based on any claim that a party (i) supplied the other party with information that such party knew was inaccurate, (ii) withheld information from the other party, or (iii) made an inaccurate statement of fact, the prevailing party will be entitled to recover from the losing party its actual, reasonable, and necessary attorney fees, paralegal fees, expert fees, and other fees, costs, and expenses, in addition to all other amounts provided by law.
- **20.8 Joint and Several Liability**. If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.
- **20.9** Amendment. This Agreement may be amended only by written instrument executed by all of the parties.
- **20.10** No Partnership. None of the terms or provisions of this Agreement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint-venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person or entity who is not a party to this Agreement.
- 20.11 Consents. Whenever the consent or approval of a party is required to be given by this Agreement, such consent or approval will not be unreasonably withheld, delayed, or conditioned, unless the provision in question expressly provides for another

standard.

- 20.12 Further Assurances. Each party agrees to execute and deliver such other documents and instruments and to perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.
- 20.13 Notices. Any notice required or permitted by this Agreement must be in writing and delivered in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the applicable party at the following address:

If to Property 1 Owner:

Sri Santram, LLC Attn: Alkesh Patel 1419 W. Main St.

Battleground, WA 98604

With a copy to:

Jill D. Laney

Cosgrave Vergeer Kester LLP

500 Pioneer Tower 888 SW Fifth Avenue Portland, OR 97204

If to Property 2 Owner:

Cheyenne Holdings, LLC

Attn: Cheyenne Scrivner

PO Box 1317

Sherwood, OR 97140

- 20.14 Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null, or void or against public policy, for any reason, or shall be held by any court or arbitrator of competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.
- 20.15 Waiver. No waiver by any party of a breach of any of the terms, covenants, or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition contained herein. No waiver of any default by a party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by a party to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.
- **20.16 Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties and each party's respective heirs, successors, and assignees, and shall run with the land (as such Properties are legally described in this Agreement and notwithstanding any change in tax lot locations or identifications).

- **20.17 Advice of Counsel**. The parties acknowledge that the law firm of Cosgrave Vergeer Kester LLP has served as legal counsel to Property 1 Owner and attorney Damon Petticord has served as legal counsel to Property 2 Owner in the negotiation of the terms of this Agreement. Each party acknowledges that such party has consulted with such party's own legal counsel or has knowingly waived such party's right to do so.
- **20.18 No Conflicts.** Each party states that such party is under no restriction or obligation that may affect the performance of its obligations under this Agreement, and acknowledges and agrees that the other party is relying on this statement.
- 20.19 Authority. Each party states that it has the authority to execute and perform this Agreement, including the following: (a) the party is a limited liability company duly organized and validly existing under the laws of the State of Oregon, (b) the party has the power and capacity to carry on business, to own properties and assets, and to sign and perform its obligations, under this Agreement; (c) the party has taken all necessary action to authorize its signature of, and the performance of its obligations under, this Agreement; (d) the party has duly executed and delivered this Agreement; and (e) this Agreement constitutes a legal, valid, and binding obligation, enforceable against the party in accordance with its terms.
- **20.20 Acknowledgement**. Each party states that it has read this Agreement in its entirety and voluntarily agrees to each of its terms.
- **20.21 Land Use Disclosure**. THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.
- 20.22 Prior Agreements. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior understandings and agreements (whether written or oral), between the parties with respect to such subject matter.

[Signature Pages to Follow]

Property 1 Owner is executing this Easement Agreement on the Effective Date.

PROPERTY 1 OWNER		
Sri Santram, LLC, an Oregon limited liability company		
By: Name: Alkesh Patel Title: Manager	_	
STATE OF OREGON) ss. County of)		
This instrument was acknowledge Patel, as manager of Sri Santram, LLC.	ged before me on	_, by Alkesh
	NOTARY PUBLIC FOR OREGON My Commission Expires:	

Property 2 Owner is executing this Easement Agreement on the Effective Date.

PROPERTY 2 OWNER

Cheyenne Holdings, LLC, an Oregon limited liability company	
By: Name: Sin A. GOTTAGE Title: Vicaiana	
STATE OF OREGON) ss. County of Washington)	
This instrument was acknowledged before me on <u>well 3016</u> Jill A Serviner, as <u>president</u> of Cheyenne Holdings, LLC.	, b
OFFICIAL SEAL PEGGY R LATTA NOTARY PUBLIC - OREGON COMMISSION NO. 475565 MY COMMISSION EXPIRES FEBRUARY 16, 2017	7

EXHIBIT A

PROPERTY 1 – LEGAL DESCRIPTION

PARCEL I:

Parcel 1, PARTITION PLAT NUMBER 1992-013, in the City of Sherwood, County of Washington, and State of Oregon.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, by Warranty Deed recorded November 4, 2002 as Fee No. 2002130715, Records of the County of Washington and State of Oregon.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation by judgment filed October 17, 2002 in Washington County Circuit Court Case No. C020244CV.

PARCEL II:

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

BEGINNING at an iron pipe on the South line of Section 30, and which is North 89°44′ East 70.06 feet from the quarter corner of said section line; and going thence, along the section line, North 89°44′ East 448.01 feet to an iron pipe; thence North 38°12′30″ West 279.60 feet to an iron rod at the PC at a point 40.00 feet South of highway centerline, being a point on the Southeasterly right of way line of said highway; thence from said iron rod and on the chord of a 2,864.79 feet radius curve South 49°25′37.5″ West 355.20 feet, along the Southeasterly right of way line, to the true Point of Beginning.

EXCEPTING THEREFROM that portion thereof described in deed to Pasquale Crisona, et ux, recorded October 2, 1968 in Book 718, page 502, Washington County Deed Records.

EXHIBIT B

PROPERTY 2 – LEGAL DESCRIPTION

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

Beginning at an iron pipe on the South line of Section 30, which iron pipe is North 89° 44' East 518.07 feet from the quarter corner on the South line of said Section 30; thence, from said iron pipe and true point of beginning, and continuing on the said Southerly section line, North 89°44' East 126.1 feet to an iron pipe; thence North 38°07 West 356.6 feet to an iron pipe on the Southerly side of the State Highway; thence, on said highway line, South 51°47'30" West 100.00 feet to an iron rod; thence South 38°12'30" East 279.6 feet to the point of beginning.

Exhibit C
Easement Areas

