



URA RESOLUTION 2012-019

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF SHERWOOD, DIRECTING THE AGENCY MANAGER TO SIGN THE AMENDED AND RESTATED DEVELOPMENT SERVICES AGREEMENT FOR THE CANNERY DEVELOPMENT

WHEREAS, the Urban Renewal Agency of the City of Sherwood ("Agency"), as the duly designated Urban Renewal Agency for the City of Sherwood, Oregon ("City"), is undertaking to carry out The Sherwood Urban Renewal Plan ("Plan") as amended which Plan was originally approved by the City Council of the City ("Council") on August 29, 2000 by Ordinance No. 2000-1098; and

WHEREAS, the real property known as the Old Cannery site, consisting of approximately 6.06 acres of real property intersected by Pine Street with frontage along Willamette Street and bordered on the north by the Union Pacific railroad right of way. The legal description of land is set forth on the Sherwood Cannery Square Plat No. 2011-089523, Washington County, Oregon plat records; and

WHEREAS, the Agency approved a Memorandum of Understanding on April 15, 2008 with Capstone Partners, LLC to purchase and develop the property; and

WHEREAS, the Agency approved a Development Services Agreement with Capstone Partners, LLC to develop the property on August 19, 2008; and

WHEREAS, the Agency approved the First Amendment to the Development Services Agreement with Capstone Partners, LLC to develop the property on November 3, 2009; and

WHEREAS, changes in timing, responsibilities and market conditions have warranted changes to that agreement; and

WHEREAS, the attached Amended and Restated Development Services Agreement (Attachment A) defines the terms and conditions negotiated with Capstone Partners, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERWOOD URBAN RENEWAL AGENCY:

Section 1. The Agency directs the Agency Manager to sign the Amended and Restated Amended Agreements with Capstone Partners, LLC, in a form substantially akin to that attached as Exhibit A.

Section 2. This Resolution shall be effective from and after its adoption by the Agency Board.

Duly passed by the Sherwood Urban Renewal Agency Board this 18th day of September, 2012.


Keith S. Mays, Chair

Attest:


Sylvia Murphy, CMC, Agency Recorder

AMENDED AND RESTATED DEVELOPMENT SERVICES AGREEMENT
OLD CANNERY SITE, SHERWOOD, OREGON

This Agreement ("Agreement") is effective as of this ____ day of September, 2012, between Sherwood URD Urban Renewal District ("Sherwood URD"), and Capstone Partners LLC ("Development Manager").

RECITALS

Sherwood URD owns certain real property commonly known as the Old Cannery Site located in Sherwood, Washington County, Oregon described in Exhibit B-1 (the "Property"). Purchaser desires to purchase from Seller a portion of the Property depicted as Lot 1 (West Phase"), Lot 4 ("East Phase"), Lot 3 ("South Phase"), Lot 9 ("West Residential Phase"), Lot 10 ("East Residential Phase"), and Lots 5 – 8 ("NE Phase") collectively the "Land". The legal description of the Land is as set forth on the Sherwood Cannery Square Plat No. 2011-089523. Washington County, Oregon plat records.

Sherwood URD desired to construct: (i) a public plaza (currently depicted to be approximately 12,004 square feet as Tract A on Exhibit B-1) at the southeast corner of the intersection of SW Pine Street and the Southern Pacific Railroad tracks (the "Plaza"); (ii) new public rights of way, including streets, sidewalks, utilities and storm water treatment facilities for the proposed SW Columbia Street east of Pine Street and the proposed SW Highland Drive north of Willamette Street per Exhibit B-1; (iii) improvements on the north side of SW Willamette Street adjacent to the West Residential and East Residential Phases of the Land, improvement of SW Pine Street between the railroad and Willamette Street, improvement (including approximately 17 angle parking stalls) of SW Columbia Street west of Pine Street, improvement of the east side of SW Washington Street between the railroad and SW Columbia Street, all per Exhibit B-1; (iv) a storm water treatment facility located on the west side of the existing Machine Works building ("Storm Water Garden" on Tract E per Exhibit B-1); and (v) work required to mitigate the impact on the existing wetlands buffer pursuant to the June 8, 2009 Service Provider Letter provided by Clean Water Services, all collectively the "Project".

Development Manager is a professional in the area of development of public improvements.

Sherwood URD has requested and Development Manager has agreed to provide services for managing, planning, developing and constructing Project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, it is mutually agreed as follows:

- I. Amendment and Restatement. Sherwood URD and Development Manager entered into that certain Development Services Agreement dated September 3, 2008 as amended by that certain First Amendment to Development Services Agreement dated as of October 2009 (the "Original Development Services Agreement") pursuant to which Development Manager agreed to perform service development services for the Sherwood URD. This Amended and Restated Development Services Agreement amends and restates the Original Development and Services Agreement in its entirety and the Original Development Services Agreement shall be null and void and

of no further force and effect as of the date of the mutual execution of this Agreement.

2. Development Management Technical Services. Development Manager agrees to provide specific development services for the Project substantially in accordance with specifications, in compliance with all applicable permits and governmental regulations, and within the Project budget (as may be amended by Sherwood URD). Such services include the following:
 - 2.1. Supervising the Project's architect and/or engineer in the preparation of plans and specifications and related documents for the Project (the "Contract Documents" or "CDs") that shall provide for the development and construction of the Project consistent with City of Sherwood standards and within the limits of Project budget. The CDs shall include:
 - (a) Plans, specifications and related documents that fully describe the Project.
 - (b) An itemized cost breakdown for the Project, including both "hard costs" (construction) and "soft costs" (engineering fees, construction permits, etc).
 - (c) A proposed development schedule.
 - 2.2. Subject to Sherwood URD's procurement process, recommend to the Sherwood URD such third party contractors and/or professionals for retention by Sherwood URD in connection with and required for the implementation of the Project and negotiate on behalf of Sherwood URD the terms of the agreements with such third party contractors and/or professionals.
 - 2.3. Supervise the performance of the services provided by third party contractors and professionals.
 - 2.4. Recommend for approval all payments to contractors, professionals and/or vendors, and prepare draw requests for authorizing payments by Sherwood URD of such amounts.
 - 2.5. Represent Sherwood URD at Project meetings.
 - 2.6. Coordinate the application for, and securing, all necessary permits, approvals for zoning, surveying, environmental and other governmental matter(s), permit(s) and/or compliance(s) required to proceed with the Project.
 - 2.7. Provide the following construction management services:
 - (a) Notice To Proceed: Development Manager will issue various limited Notices To Proceed or unlimited Notices To Proceed as necessitated by the contract negotiation, execution and required time of commencement in order to meet the Project schedule.
 - (b) Project Control Procedures: Prior to Project commencement, Development Manager will establish standard procedures concerning

correspondence distribution, change order format, Project schedule updating, pay request flow, progress meeting protocol and punch list inspections to implement a smooth flow of the administration of the Project.

- (c) Representatives: Throughout the Project duration, Development Manager will act as Sherwood URD's representative in regard to daily interactions with the design and construction teams and coordinate the work of all testing laboratories and other consultants in accordance with the Contract Documents. Sherwood URD retains control over final approval for all Contract Documents.
- (d) Project Meetings: Development Manager will conduct regular project coordination meetings throughout design and construction phases of the Project. Sherwood URD will be provided with notice and minutes of Project meetings.
- (e) Contract Administration: Development Manager will administer all aspects of the construction contracts including scheduling of all work in accordance with the Project schedule, review of claims for additional services and change orders. All Contract Documents are subject to the approval of Sherwood URD. Any proposed contract changes to the work, time for performance or contract sums that would extend the scheduled completion date or exceed the Project budget must be approved in advance in writing by Sherwood URD. Development Manager shall have the authority to reject work not conforming to the CDs. Development Manager shall advise Sherwood URD if it appears that total construction costs will exceed the accepted bids, and make recommendations for corrective action.
- (f) Punch-List Items: Development Manager shall determine when the Project or a designated portion thereof is substantially complete, shall cause to be prepared a list of incomplete or unsatisfactory items ("punch list items"), and shall then coordinate the correction and completion of the punch list items by the responsible contractors.

2.8 Both parties agree that from September 1, 2012 forward, Sherwood URD will assume the obligations of Sections 2.1 through 2.7 above.

2.9 After September 1, 2012, Development Manager agrees to perform the following:

- (a) Complete minor portions of the work on the Project as approved in writing and in advance by Sherwood URD;
- (b) Provide Sherwood URD with all Contract Documents, tests, investigations, studies and other information that is in the possession of or was compiled by the Development Manager, its contractors or sub-contractors for this Agreement and/or to meet the obligations listed herein;

- (c) Prepare draw requests for each publicly-funded phase of the Project documenting all remaining costs incurred prior to September 1, 2012 to be paid by Sherwood URD (the "September 1 Draws").
- (d) Certify in writing that to the best of Development Manager's knowledge and except as set forth out in the four (4) bulleted points below, there are no outstanding obligations, debts or expenses owed any contractor, subcontractor or other party in connection with the Project beyond those included in the September 1 Draws, including work done on the Machine Works building (aka "Community Center" on Lot 2, Exhibit B-1).
- R&H preconstruction services fee;
 - Design fees incurred by R&H's design/build subs (MVAC, plumbing, & electrical);
 - work done for refining work scope & cost (roof, site, floor slab removal primarily); and
 - Plan check & permit fees

Development Manager hereby agrees to indemnify, save and hold Sherwood URD, its officials, directors, officers and employees and agent harmless for any loss, claim or damage arising from Development Manager's breach of the certification set out in the foregoing paragraph;

- (e) Assist Sherwood URD with transition services as described in Section 4.3 below; and
- (f) Coordinate with Sherwood URD on additional work to be done on the Community Center pursuant to a mutually agreed upon contract to be negotiated in good faith by Development Manager and Sherwood URD at a future date.

3. Sherwood URD Role and Responsibilities. Sherwood URD agrees to oversee Development Manager regarding the managing, planning, developing and construction of the Project. Specifically, Sherwood URD will coordinate with the Development Manager to:
- 3.1. Provide architect and engineering services to prepare plans and specifications and related documents for the Project consistent with City of Sherwood standards.
- 3.2. Prepare a Project budget which will include an itemized cost breakdown for the Project, including both "hard costs" (construction) and "soft costs" (engineering fees, construction permits, etc).
- 3.3. Create a development schedule.
- 3.4. Retain third party contractors and/or professionals to implement the Project.
- 3.5. Approve final agreements with third party contractors and/or professionals.

- 3.6. Provide payments to contractors, professionals and/or vendors for costs related to the Project upon receiving draw requests and detailed invoices from the Development Manager.
- 3.7. Attend Project meetings when necessary.
- 3.8. Approve all Contract Documents before implementation.
4. Development Services Fee. For services provided by Development Manager under this Agreement, Development Manager shall be paid by Sherwood URD a development services fee based on the actual bids utilized for construction of the Project, which fee shall be determined by Development Manager (subject to the approval of Sherwood URD (which approval shall not to be unreasonably withheld, conditioned or delayed)) to be no less than five percent (5%) or more than eight (8%) of total Project costs for the Project.
 - 4.1 Development Manager agrees and acknowledges that as of September 1, 2012, Sherwood URD neither owes nor is obligated to pay any development services fees to it for work on the Project and Community Center beyond the contingent Final Payment described in Section 4.2 below.
 - 4.2 Sherwood URD shall make a final \$80,000.00 payment to Development Manager ("Final Payment") contingent upon Development Manager's satisfactory completion of the requirements described in Sub-Sections 2.9(b)-(d) above within thirty (30) days of said satisfactory completion.
 - 4.3 Sherwood URD (in its sole discretion) may request Development Manager provide additional services for the Project or the Community Center at an hourly rate mutually agreed to by both parties pursuant to a separate written agreement.
5. Independent Agent. Sherwood URD and Development Manager agree Development Manager is an independent agent and its employees and agents are not employees of Sherwood URD. Development Manager is retained by Sherwood URD for the express purposes and to the extent set forth in this Agreement. This Agreement does not create a partnership, joint venture or any other legal business relationship between the parties except contractual in the nature of a consulting relationship.
6. Actions By Development Manager On Behalf of Sherwood URD. Any actions taken by Development Manager after September 1, 2012 must be in writing and approved by Sherwood URD which approval is in Sherwood URD's sole and absolute discretion; provided, however, no approval of Sherwood URD shall be required for any action Development Manager is required to perform pursuant to Section 2.9.
7. Relationship To Third Parties. Nothing contained herein shall be deemed to create any contractual relationship between Development Manager and any of the contractors, subcontractors, material suppliers or consultants on the Project; nor shall anything contained herein be deemed to give any third party any claim or right of action against Development Manager not otherwise existing without regard to this Agreement.

8. Lead Representative. Sherwood URD shall appoint a lead representative authorized to act on behalf of Sherwood URD in connection with any matter pertaining to the Project. Such person shall be named early in the design process and shall remain in such position for the duration of the Project.
9. Response. Both Parties shall respond promptly to any written request submitted by either Party, and make all necessary decisions called for in such requests as soon as possible following receipt of such request taking into account the subject matter of such request.
10. Defaults. It shall be an event of default hereunder if:
 - 10.1 Sherwood URD fails to timely make the Final Payment described and conditioned in subsection 4.2 above after written notice of entitlement to said being made by Development Manager.
 - 10.2 Development Manager (i) fails to exercise the level of development skill, knowledge, judgment and practices commonly expected with respect to the development of similar projects, it being understood that should the Development Manager not perform to this standard, Sherwood URD shall provide Development Manager with written notice related to such failure of performance and Development Manager shall have thirty (30) days to cure such failure or (ii) commit an act or omission of gross negligence or willful misconduct while carrying out its obligations and duties hereunder.
11. Termination. This Agreement terminates on the date ten (10) days after notice of termination from the non-defaulting party to the defaulting party under the provisions of Section 10 above or the day after payment of the sum noted in Section 4.2 above, whichever shall occur first.
12. Notices. Any notice required or permitted by this Agreement to be given shall be in writing and shall be addressed to:

SHERWOOD URD: Sherwood URD Urban Renewal District
22560 SW Pine Street
Sherwood, OR 97140
ATTN: Tom Pessemier
Fax: (503) 625-5524

With a copy to: Beery, Elsner & Hammond, LLP
Attn: Pamela J. Beery
1750 SW Harbor Way, Suite 380
Portland, OR 97201
Fax: (503) 226-2348

DEVELOPMENT
MANAGER: Capstone Partners LLC
1015 NW 11th Avenue, Suite 243
Portland, Oregon 97209
Attn: Chris Nelson
Fax No: (503) 226-1973

With a copy to: Ball Janik LLP
 Attn: Bradley S. Miller
 101 SW Main St., Suite 1100
 Portland, OR 97204
 Fax No: (503) 295-1058

or such other address and to such other parties and/or attorneys as either party may designate in writing. Any such notice shall be sent by registered or certified US Mail, postage prepaid, return receipt requested and shall be deemed to have been given on the date of delivery at the address to which such notice is so directed as reflected by such return receipt. The parties agree to use their best efforts to accompany any written notice with actual notice by telephone whenever possible.

13. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any failure, prevention, delay or stoppage due to strikes, lockouts, acts of God, inability to obtain labor or material or reasonable substitutes therefor enemy or hostile government action, civil commotion, failure of a governmental entity to issue governmental permits within a reasonable time period, fire or other casualty and other causes (other than financial) beyond the reasonable control of the party obligated to perform. Neither party shall be responsible for failure, prevention, delay or stoppage in performing any obligations hereunder (other than the payment of money) to the extent such failure or delay results solely from a Force Majeure.
14. Enforceability. The enforceability and validity of this Agreement, in whole or in part, shall not be affected by the unenforceability or invalidity of any particular provision of this Agreement.
15. Entire Agreement. This Agreement, together with other writings signed by the parties expressly stated to be supplementary hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writing, and may be changed only by a writing signed by the parties hereto.
16. Applicable Laws. This Agreement shall be construed under the laws of the State of Oregon.
17. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
18. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
19. Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.

20. Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
21. Authority of Parties. Sherwood URD represents and warrants that it has full right and authority to enter into this Agreement and to perform all of Sherwood URD's obligations hereunder. Development Manager represents and warrants that it has full right and authority to enter into this Agreement and to perform all of Development Manager's obligations hereunder.

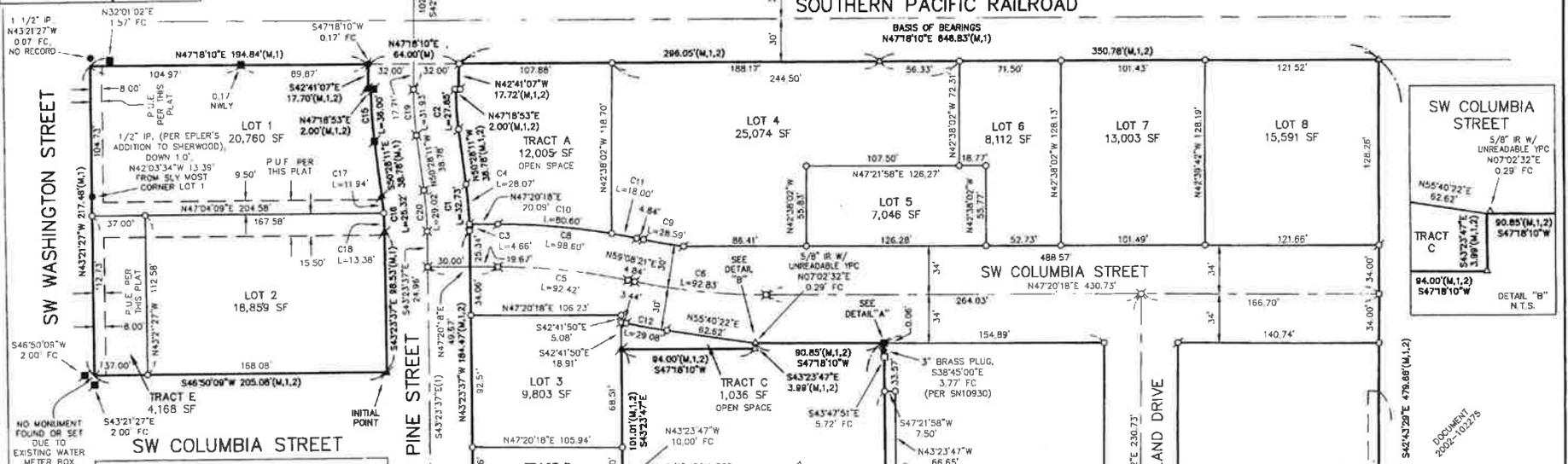
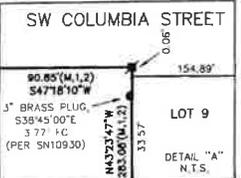
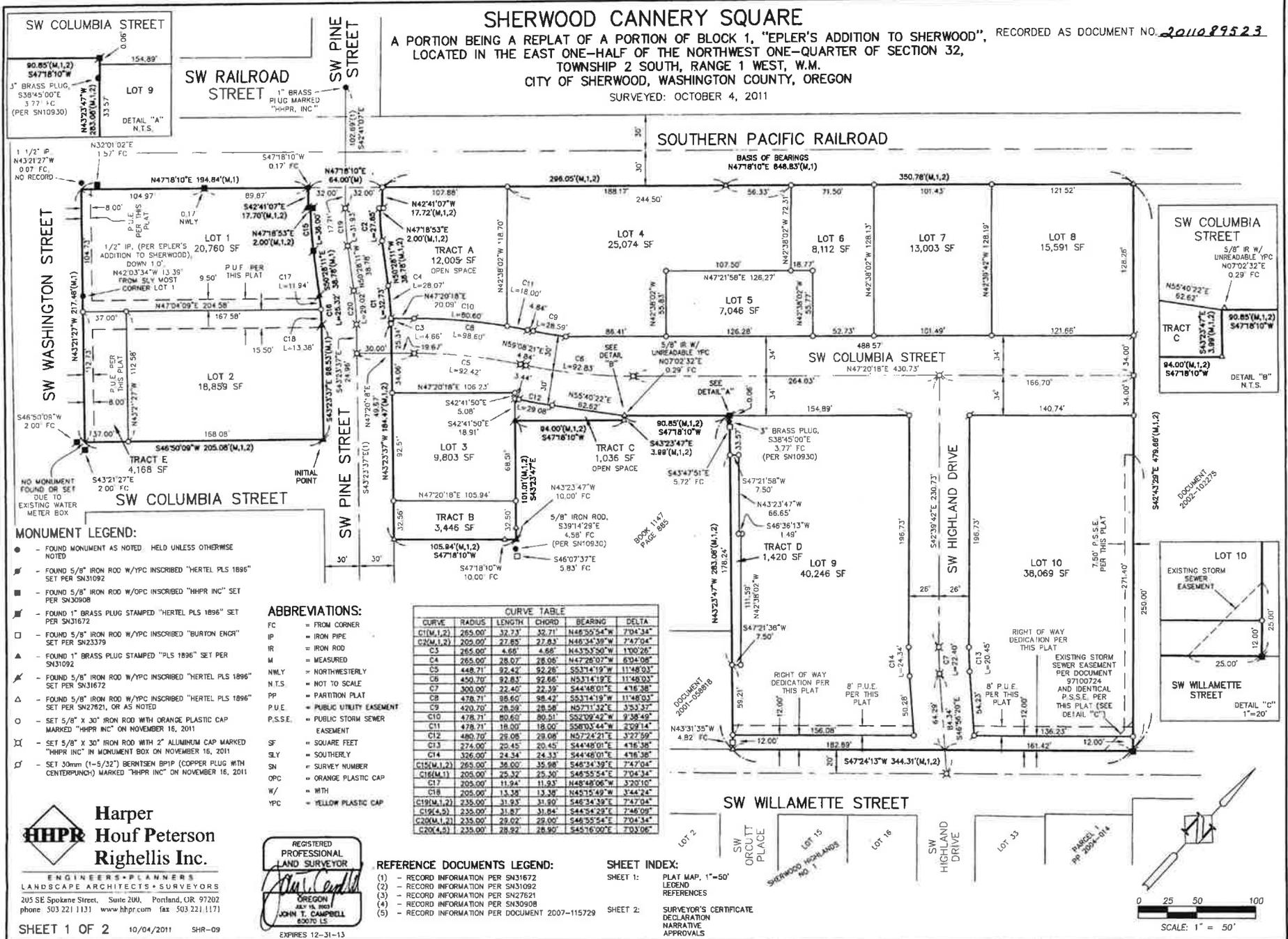
IN WITNESS WHEREOF, Sherwood URD and Development Manager have caused this Agreement to be duly executed and sealed pursuant to proper authority as of the day and year first above written.

<p>Sherwood Urban Renewal District</p> <p>By: _____</p> <p>_____ Joe Gall District Manager</p>	<p>Capstone Partners LLC, an Oregon limited liability company</p> <p>By: _____</p> <p>_____ Chris Nelson, Member</p> <p>By: Triangle Development Company, an Oregon corporation, Member</p> <p>By: _____</p> <p>Jeffrey M. Sackett, President</p>
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EXHIBIT B-1
PROPERTY

SHERWOOD CANNERY SQUARE

A PORTION BEING A REPLAT OF A PORTION OF BLOCK 1, "EPLER'S ADDITION TO SHERWOOD", RECORDED AS DOCUMENT NO. 201009523,
 LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 32,
 TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.
 CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON
 SURVEYED: OCTOBER 4, 2011



- MONUMENT LEGEND:**
- - FOUND MONUMENT AS NOTED HELD UNLESS OTHERWISE NOTED
 - - FOUND 5/8" IRON ROD W/YPC INSCRIBED "HERTEL PLS 1896" SET PER SN31092
 - - FOUND 5/8" IRON ROD W/YPC INSCRIBED "HPR INC" SET PER SN30908
 - - FOUND 1" BRASS PLUG STAMPED "HERTEL PLS 1896" SET PER SN31672
 - - FOUND 5/8" IRON ROD W/YPC INSCRIBED "BURTON ENGT" SET PER SN23379
 - ▲ - FOUND 1" BRASS PLUG STAMPED "PLS 1896" SET PER SN31092
 - - FOUND 5/8" IRON ROD W/YPC INSCRIBED "HERTEL PLS 1896" SET PER SN31672
 - ▲ - FOUND 5/8" IRON ROD W/YPC INSCRIBED "HERTEL PLS 1896" SET PER SN27821, OR AS NOTED
 - - SET 5/8" x 30" IRON ROD WITH ORANGE PLASTIC CAP MARKED "HPR INC" ON NOVEMBER 16, 2011
 - - SET 5/8" x 30" IRON ROD WITH 2" ALUMINUM CAP MARKED "HPR INC" IN MONUMENT BOX ON NOVEMBER 16, 2011
 - - SET 30mm (1-5/32") BERLITSEN BP1P (COPPER PLUG WITH CENTERPUNCH) MARKED "HPR INC" ON NOVEMBER 16, 2011
 - - W/PC = WITH ORANGE PLASTIC CAP
 - - W/PC = WITH YELLOW PLASTIC CAP

- ABBREVIATIONS:**
- FC = FROM CORNER
 - IP = IRON PIPE
 - IR = IRON ROD
 - M = MEASURED
 - NWLY = NORTHWESTERLY
 - N.T.S. = NOT TO SCALE
 - PP = PARTITION PLAT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - P.S.S.E. = PUBLIC STORM SEWER EASEMENT
 - SF = SQUARE FEET
 - S.L.Y. = SOUTHERLY
 - SN = SURVEY NUMBER
 - OPC = ORANGE PLASTIC CAP
 - W/PC = WITH
 - YPC = YELLOW PLASTIC CAP

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1(M,1,2)	265.00'	32.73'	32.71'	N48°55'54"W	7°04'34"
C2(M,1,2)	205.00'	27.85'	27.83'	N48°34'39"W	7°47'04"
C3	265.00'	4.66'	4.66'	N43°35'30"W	1°00'26"
C4	265.00'	28.07'	28.06'	N47°26'07"W	8°04'08"
C5	448.71'	92.42'	92.26'	S53°11'07"W	11°48'03"
C6	450.70'	92.83'	92.66'	N53°11'41"W	11°48'03"
C7	300.00'	22.40'	22.39'	S44°48'01"E	4°16'38"
C8	478.71'	95.60'	95.42'	S52°09'42"W	9°38'49"
C9	420.70'	28.59'	28.58'	N57°11'32"E	3°53'37"
C10	478.71'	90.60'	90.51'	S52°09'42"W	9°38'49"
C11	478.71'	18.00'	18.00'	S58°03'44"W	2°09'14"
C12	480.70'	28.06'	28.06'	N53°11'41"E	3°27'59"
C13	274.00'	20.45'	20.45'	S44°48'01"E	4°16'38"
C14	326.00'	24.34'	24.33'	S44°48'01"E	4°16'38"
C15(M,1,2)	265.00'	36.00'	35.98'	S48°24'39"E	7°47'04"
C16(M,1)	205.00'	25.37'	25.30'	S45°55'54"E	7°04'34"
C17	205.00'	11.94'	11.93'	N48°48'06"W	3°20'10"
C18	205.00'	13.28'	13.28'	N45°15'49"W	3°44'24"
C19(M,1,2)	235.00'	31.83'	31.80'	S43°34'39"E	7°47'04"
C19(4,5)	235.00'	31.87'	31.84'	S43°34'29"E	7°46'09"
C20(M,1,2)	235.00'	28.02'	28.00'	S45°55'54"E	7°04'34"
C20(4,5)	235.00'	28.92'	28.90'	S45°16'00"E	7°03'06"

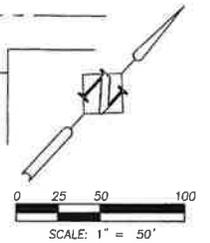
- REFERENCE DOCUMENTS LEGEND:**
- (1) - RECORD INFORMATION PER SN31672
 - (2) - RECORD INFORMATION PER SN31092
 - (3) - RECORD INFORMATION PER SN27821
 - (4) - RECORD INFORMATION PER SN30908
 - (5) - RECORD INFORMATION PER DOCUMENT 2007-115729

- SHEET INDEX:**
- SHEET 1: PLAT MAP, 1"=50' LEGEND REFERENCES
- SHEET 2: SURVEYOR'S CERTIFICATE DECLARATION NARRATIVE APPROVALS

Harper Houf Peterson Righellis Inc.
 ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS
 205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone 503 221 1131 www.hpr.com fax 503 221 1171

REGISTERED PROFESSIONAL LAND SURVEYOR

 JOHN T. CAMPBELL
 62070 LS
 EXPIRES 12-31-13



SHERWOOD CANNERY SQUARE

A PORTION BEING A REPLAT OF A PORTION OF BLOCK 1, "EPLER'S ADDITION TO SHERWOOD",
 LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 32,
 TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.
 CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

RECORDED AS DOCUMENT NO. 2011089523

SURVEYED: OCTOBER 4, 2011

APPROVALS:

APPROVED THIS 30th DAY OF November 2011,
 COMMUNITY DEVELOPMENT DIRECTOR, CITY OF SHERWOOD

BY: [Signature]
 APPROVED THIS 16th DAY OF Dec 2011,
 WASHINGTON COUNTY BOARD OF COMMISSIONERS

BY: [Signature]
 COUNTY SURVEYOR

APPROVED THIS 16th DAY OF Dec 2011,
 WASHINGTON COUNTY SURVEYOR

BY: [Signature]

ATTEST THIS 16th DAY OF DECEMBER 2011
 DIRECTOR OF ASSESSMENT AND TAXATION
 EX-OFFICIO COUNTY CLERK



BY: [Signature]
 DEPUTY

APPROVED THIS 16th DAY OF DECEMBER 2011,
 DIRECTOR OF ASSESSMENT AND TAXATION
 (WASHINGTON COUNTY ASSESSOR)

BY: [Signature]

STATE OF OREGON } S.S.
 COUNTY OF WASHINGTON }

I DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS
 RECEIVED FOR RECORD ON THIS 16th DAY OF
DECEMBER 2011 AT 1:13 O'CLOCK P.M.
 AND RECORDED IN THE COUNTY CLERK RECORDS.

[Signature]
 DEPUTY COUNTY CLERK

SURVEYOR'S CERTIFICATE

I, JOHN T. CAMPBELL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THIS SUBDIVISION PLAT, LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON, SAID SUBDIVISION BEING A REPLAT OF A PORTION OF BLOCK 1, "EPLER'S ADDITION TO SHERWOOD" AND A SUBDIVISION OF OTHER LANDS, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896" AT THE EASTERLY MOST CORNER OF BLOCK 1, "EPLER'S ADDITION TO SHERWOOD", THENCE SOUTH 46°50'09" WEST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BLOCK 1, AS WELL AS THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. COLUMBIA STREET, A DISTANCE OF 205.08 FEET TO THE SOUTHERLY MOST CORNER OF SAID BLOCK 1, FROM WHICH A 1" BRASS PLUG INSCRIBED "PLS 1896" BEARS SOUTH 43°21'27" EAST A DISTANCE OF 2.00 FEET AND A 1" BRASS PLUG INSCRIBED "PLS 1896" BEARS SOUTH 46°50'09" WEST A DISTANCE OF 2.00 FEET. THENCE NORTH 43°21'27" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 AND ITS NORTHWESTERLY EXTENSION, AS WELL AS THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. WASHINGTON STREET, A DISTANCE OF 217.46 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF S.W. WASHINGTON STREET, FROM WHICH A 1-1/2" IRON PIPE BEARS NORTH 43°21'27" WEST A DISTANCE OF 0.07 FEET AND A 5/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "HHRP INC" BEARS NORTH 32°01'02" EAST A DISTANCE OF 1.57 FEET. THENCE NORTH 47°18'10" EAST ALONG SAID SOUTHEASTERLY SOUTHERN PACIFIC RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 194.84 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF S.W. PINE STREET, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896" BEARS SOUTH 47°18'10" WEST A DISTANCE OF 0.17 FEET. THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF S.W. PINE STREET THE FOLLOWING FOUR (4) COURSES AND TWO (2) CURVES: SOUTH 42°41'07" EAST A DISTANCE OF 17.70 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896", THENCE NORTH 47°18'53" EAST A DISTANCE OF 2.00 FEET TO A 1" BRASS PLUG INSCRIBED "HERTEL PLS 1896", THENCE ALONG THE ARC OF A NON-TANGENT, 265.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 36.00 FEET THROUGH A CENTRAL ANGLE OF 07°47'04" (THE LONG CHORD BEARS SOUTH 46°34'39" EAST A DISTANCE OF 35.99 FEET) TO A 1" BRASS PLUG INSCRIBED "HERTEL PLS 1896", THENCE SOUTH 42°41'07" EAST A DISTANCE OF 38.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896", THENCE ALONG THE ARC OF A 205.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 25.32 FEET THROUGH A CENTRAL ANGLE OF 07°04'34" (THE LONG CHORD BEARS SOUTH 46°55'54" EAST A DISTANCE OF 25.30 FEET) TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896"; THENCE SOUTH 43°23'37" EAST A DISTANCE OF 98.53 FEET TO THE INITIAL POINT.

TOGETHER WITH

COMMENCING AT SAID INITIAL POINT, THENCE SOUTH 46°50'09" WEST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BLOCK 1, AS WELL AS THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. COLUMBIA STREET, A DISTANCE OF 205.08 FEET TO THE SOUTHERLY MOST CORNER OF SAID BLOCK 1, FROM WHICH A 1" BRASS PLUG INSCRIBED "PLS 1896" BEARS SOUTH 43°21'27" EAST A DISTANCE OF 2.00 FEET, THENCE NORTH 43°21'27" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 AND ITS NORTHWESTERLY EXTENSION, AS WELL AS THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. WASHINGTON STREET, A DISTANCE OF 217.46 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, FROM WHICH A 1-1/2" IRON PIPE BEARS NORTH 43°21'27" WEST A DISTANCE OF 0.07 FEET AND A 5/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "HHRP INC" BEARS NORTH 32°01'02" EAST A DISTANCE OF 1.57 FEET; THENCE NORTH 47°18'10" EAST ALONG SAID SOUTHEASTERLY SOUTHERN PACIFIC RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 194.84 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF S.W. PINE STREET, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896" BEARS SOUTH 47°18'10" WEST A DISTANCE OF 0.17 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY SOUTHERN PACIFIC RAILROAD RIGHT OF WAY LINE, NORTH 47°18'10" EAST A DISTANCE OF 64.00 FEET TO A 1-5/32" COPPER PLUG INSCRIBED "HHRP INC" AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY SOUTHERN PACIFIC RAILROAD RIGHT OF WAY LINE, NORTH 47°18'10" EAST A DISTANCE OF 64.83 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896", THENCE SOUTH 42°43'29" EAST A DISTANCE OF 479.65 FEET TO A 1" BRASS PLUG INSCRIBED "HERTEL PLS 1896" AT THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. WILLAMETTE STREET; THENCE SOUTH 47°24'13" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF S.W. WILLAMETTE STREET, A DISTANCE OF 344.31 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896", THENCE NORTH 43°23'47" WEST A DISTANCE OF 283.08 FEET TO A 1" BRASS PLUG INSCRIBED "HERTEL PLS 1896"; THENCE SOUTH 47°18'10" WEST A DISTANCE OF 90.85 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP (UNREADABLE) BEARS NORTH 07°02'32" EAST A DISTANCE OF 0.29 FEET; THENCE SOUTH 43°23'47" EAST A DISTANCE OF 3.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896"; THENCE SOUTH 47°18'10" WEST A DISTANCE OF 94.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896"; THENCE NORTH 43°23'47" EAST A DISTANCE OF 101.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896"; THENCE SOUTH 47°18'10" WEST A DISTANCE OF 105.84 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896" AT THE NORTHEASTERLY RIGHT OF WAY LINE OF S.W. PINE STREET; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY OF S.W. PINE STREET THE FOLLOWING FOUR (4) COURSES AND TWO (2) CURVES: NORTH 43°23'37" WEST A DISTANCE OF 184.47 FEET TO A SET 1-5/32" COPPER PLUG MARKED "HHRP INC", THENCE ALONG THE ARC OF A 265.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 32.73 FEET THROUGH A CENTRAL ANGLE OF 07°04'34" (THE LONG CHORD BEARS NORTH 46°55'54" WEST A DISTANCE OF 32.71 FEET) TO A SET 1-5/32" COPPER PLUG MARKED "HHRP INC", THENCE NORTH 50°28'11" WEST A DISTANCE OF 38.18 FEET TO A SET 1-5/32" COPPER PLUG MARKED "HHRP INC", THENCE ALONG THE ARC OF A 205.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.85 FEET THROUGH A CENTRAL ANGLE OF 07°47'04" (THE LONG CHORD BEARS NORTH 46°34'39" WEST A DISTANCE OF 27.83 FEET) TO A SET 1-5/32" COPPER PLUG MARKED "HHRP INC" AND POINT OF NON-TANGENCY, THENCE NORTH 47°18'53" EAST A DISTANCE OF 2.00 FEET TO A SET 1-5/32" COPPER PLUG MARKED "HHRP INC", THENCE NORTH 42°41'07" WEST A DISTANCE OF 17.72 FEET TO THE POINT OF BEGINNING

CONTAINING 6.41 ACRES MORE OR LESS.

NOTES

- TRACTS A AND C ARE OPEN SPACE TRACTS
- TRACTS B, D AND E ARE SUBJECT TO STORM SEWER, SURFACE WATER, DRAINAGE AND DETENTION EASEMENTS OVER THEIR ENTIRETY FOR THE BENEFIT OF CLEAN WATER SERVICES.
- TRACTS A, B, C, D AND E SHALL BE OWNED AND MAINTAINED BY THE CITY OF SHERWOOD
- THIS PLAT IS SUBJECT TO A STORM SEWER EASEMENT PER DOCUMENT NO. 97100724, THE WIDTH OF WHICH IS INDETERMINATE
- THIS PLAT IS SUBJECT TO CONDITIONS OF APPROVAL PER CITY OF SHERWOOD CASE FILE NO. SUB 09-02.

NARRATIVE

WE WERE RETAINED BY THE CITY OF SHERWOOD URBAN RENEWAL AGENCY TO SUBDIVIDE THAT PROPERTY ACQUIRED BY SAID CITY OF SHERWOOD URBAN RENEWAL AGENCY, AS DESCRIBED BY DEED DOCUMENTS 2008-041103, 2009-079566 AND 2010-004456, WASHINGTON COUNTY DEED RECORDS. SAID PROPERTY IS LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER (E1/2 NW1/4) OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M., CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON.

SAID PROPERTY WAS RECENTLY SURVEYED BY ALBERT HERTEL AND FILED AS SN31672, WASHINGTON COUNTY SURVEY RECORDS. ALL BEARINGS AND DISTANCES SHOWN ALONG THE BOUNDARY WERE FOUND TO BE CONSISTENT WITH RECORD DATA AS SHOWN.

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN THE FOUND 1" BRASS DISC STAMPED "HERTEL PLS 1896" AND THE FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896" ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, AS NORTH 47°18'10" EAST.

THIS SURVEY SHALL ALSO SERVE AS A RECORD OF THE MONUMENTS REPLACED ON THE CENTERLINE AND RIGHT OF WAY LINES OF S.W. PINE STREET AS SET PER SN30308 WHICH WERE SUBSEQUENTLY DESTROYED BY CONSTRUCTION.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITY OF SHERWOOD URBAN RENEWAL AGENCY, IS THE OWNER OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND AS SHOWN ON THE ANNEXED MAP, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AS SHOWN ON THE PLAT MAP OF "SHERWOOD CANNERY SQUARE" IN ACCORDANCE WITH CHAPTER 92 OF THE OREGON REVISED STATUTES, AND HEREBY DEDICATES ALL RIGHT-OF-WAY SHOWN HEREON TO THE PUBLIC, FOR PUBLIC USE, AND HEREBY GRANTS ALL EASEMENTS AS SHOWN OR NOTED, TRACTS A, B, C, D AND E ARE HEREBY CONVEYED TO THE CITY OF SHERWOOD.

BY: [Signature]
 TOM PESSEMIER,
 CITY MANAGER PRO-TEM

ACKNOWLEDGEMENT

STATE OF OREGON } S.S.
 COUNTY OF WASHINGTON }

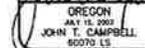
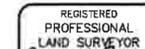
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON November 30, 2011
 BY TOM PESSEMIER AS CITY MANAGER PRO-TEM OF CITY OF SHERWOOD.

[Signature]
 NOTARY SIGNATURE

[Signature]
 NOTARY PUBLIC - OREGON

COMMISSION NUMBER 430402

MY COMMISSION EXPIRES June 23, 2013



EXPIRES 12-31-13



**Harper
 Houf Peterson
 Righellis Inc.**

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Sept. 18, 2012 URA BOARD
 Date Gov. Body

New Bus. A.1
 Agenda Item Exhibit #

4.B, 4.C, 4.D
Resolution's 2012-019, 2012-020, 2012-021