



Home of the Tualatin River National Wildlife Refuge

URA RESOLUTION 2012-021

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF SHERWOOD, DIRECTING THE AGENCY MANAGER TO SIGN THE AMENDED AND RESTATED SITE DEVELOPMENT 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 Site Development Agreement with Capstone Partners, LLC to develop the property on August 19, 2008; and

WHEREAS, the Agency approved the First Amendment to the Site Development 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 Site Development 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 OLD CANNERY
SITE DEVELOPMENT AGREEMENT

This Amended and Restated Old Cannery Site Development Agreement ("Agreement") is made this ___day of September 2012, by and between the Sherwood URA Urban Renewal Agency ("Sherwood URA") and Capstone Partners LLC ("Developer").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other valuable consideration in hand paid by each party hereto to the other (the receipt and sufficiency of which being hereby acknowledged), Sherwood URA and Developer hereby agree as follows:

ARTICLE I
AMENDMENT AND RESTATEMENT/DEFINITIONS

Section 1.1. Amendment and Restatement. Sherwood URA and Developer entered into that certain Old Cannery Site Development Agreement dated September 3, 2008 as amended by that certain First Amendment to Old Cannery Site Development Agreement dated as of October 2009 (the "Original Site Development Agreement") pursuant to which Sherwood URA and Developer agreed to coordinate development and construction of Project Improvements and Infrastructure Improvements. This Amended and Restated Old Cannery Site Development Agreement amends and restates the Original Site Development Agreement in its entirety and the Original Site Development Agreement shall be null and void and of no further force and effect as of the date of the mutual execution of this Agreement.

Section 1.2. Definition of Terms. Whenever used in this Agreement, the following terms shall have the following meanings:

Business Day. Any Day excluding any Saturday, Sunday and national holiday(ies) observed by the United States Government.

Closing. The meaning ascribed to such term in the Purchase and Sale Agreement.

Conveyed Property. Lots 1 and 3-10 as depicted on Revised Exhibit B-1 (Sherwood Cannery Square Plat No. 2011-089523 Washington County, Oregon plat records.) This term also is defined as "Land" in the Purchase and Sale Agreement referenced herein.

Construction. Any activity normally encompassed by any of the following terms: construction, reconstruction, demolition, excavation, building, rebuilding, renovation, restoration or any similar term performed within the Conveyed Property or Infrastructure Property at any time subsequent to the Agreement date noted above.

Day. Any one (1) calendar day unless specifically noted to the contrary.

Default. An occurrence of any event or omission which, with the giving of notice or passage of time or otherwise may become an Event of Default.

Development Services Agreement. An agreement between Developer and Sherwood URA in the form attached as Amended Exhibit B-3 whereby Sherwood URA contracts with Developer to, among other things, provide development services in connection with the design and construction of the Infrastructure Improvements.

Event of Default. Any Event Of Default as defined in Section 5.1 or 5.2 hereof as applicable.

"Herein", "hereunder", "hereby", "hereto", "hereof" and any similar term shall mean and have reference to this Agreement as a whole.

Including. The term including shall mean and have reference to "including without limitation."

Infrastructure Improvements. General Description of Infrastructure Improvements is deleted in its entirety and replaced with the attached Revised Exhibit B-2.

Infrastructure Property. Depiction of Infrastructure Improvements that have been completed are the right of way improvements and the plaza improvements on Tract A described in Sherwood Cannery Square Plat No. 2011-089523. Washington County, Oregon plat records attached as Exhibit B-1.

Interference. A direct and physical encroachment or other incursion upon the Infrastructure Property or Conveyed Property that causes a material construction delay or increase in costs or operation expenses or an unreasonable disruption with respect to the use, construction or occupancy of either.

Laws. Any and all present and future statutes, ordinances, rules, regulations, or binding determinations by the United States, Oregon, Sherwood or other governmental authority having jurisdiction over Sherwood URA, Developer, the Conveyed Property, the Project Improvements, the Infrastructure Property or any of them.

Lien. With respect to any property, any security deed, mortgage, deed to secure debt, deed of trust, lien, pledge, assignment, charge, security interest, title retention agreement, levy, execution, seizure, attachment, garnishment, or other encumbrance of any kind in respect of such property, whether or not choate, vested, or perfected.

Machine Works. The existing concrete tilt, industrial manufacturing building located on the northwest corner of SW Pine and SW Columbia Streets (Lot 2 per

Exhibit B-1) currently owned by Sherwood URA proposed to be developed into a Community Center.

Notice of Noncompliance. The meaning ascribed to such term in Section 3.2 hereof.

Operations. Any and all operations, construction, occupation, maintenance, repair, and similar and related work performed on or in the Conveyed Property or any portion thereof or on or in the Infrastructure Property or any portion thereof at any time subsequent to the Closing.

Operative Agreements. The Purchase and Sale Agreement, the Development Services Agreement, this Agreement and all easements or covenants granted or reserved at the time of conveyance of the Conveyed Property.

Person. Any natural person, corporation, partnership, limited liability company, business trust or other legal entity.

Project Improvements. The buildings, structures, and site improvements, together with all fixtures and appurtenances attached or affixed thereto, required to be constructed, equipped and installed on the Conveyed Property by Developer pursuant to the Purchase and Sale Agreement.

Purchase and Sale Agreement. That certain Amended and Restated Purchase and Sale Agreement by and between Sherwood URA and Developer providing for the sale by Sherwood URA and the purchase by Developer of the Conveyed Property.

Substantial Completion of the Project Improvements. Such completion of Construction of the Project Improvements as will make the Project Improvements sufficient, suitable, and ready for immediate occupancy for the use intended, which completion shall be deemed to have occurred when all necessary final certificates of occupancy or similar permits related to the use and occupancy of the Project Improvements have been issued.

Substantial Completion of the Infrastructure Improvements. Such completion of Construction of the Infrastructure Improvements as will make the Infrastructure Improvements sufficient, suitable, and ready for immediate occupancy for the use intended which completion occurred on December 16, 2011 upon the recordation of the above-mentioned Exhibit B-1.

Section 1.3. Other Capitalized Terms. Capitalized terms not defined in this Article 1 shall have the meanings set forth for such terms in this Agreement.

ARTICLE II
COORDINATION OF CONSTRUCTION OF PROJECT IMPROVEMENTS AND
INFRASTRUCTURE IMPROVEMENTS

Section 2.1. Work Groups to Coordinate Project Improvements and Infrastructure Improvements.

(a) Sherwood URA and Developer shall coordinate development and construction of the Project Improvements and the Infrastructure Improvements. Sherwood URA and Developer shall create a work group (hereinafter "Work Group") to, among other things, work collaboratively on:

(i) communicating and cooperating in seeking approvals from the City of Sherwood for construction of the Infrastructure Improvements and Project Improvements;

(ii) resolution of any inter-related civil engineering issues;

(iii) development of tentative construction schedules for the Infrastructure Improvements and Project Improvements; and

(iv) addressing site maintenance during the construction of Infrastructure Improvements and Project Improvements.

(b) The Work Group shall consist of representatives of Sherwood URA, Developer and such other persons who possess the information and skills needed to achieve the objectives of the Work Group. Developer and Sherwood URA each shall appoint a lead representative to the Work Group. The lead representative shall coordinate scheduling of Work Group activity and be responsible for documenting the agreements reached by the Work Group as required herein.

(c) Lead Representatives shall determine on behalf of the party he or she represents if the proposals from the Work Group are acceptable. If the Work Group fails to agree upon the specifications or other information necessary to undertake the Project Improvement or the Infrastructure Improvements by the agreed-upon deadlines or if an agreement cannot be reached regarding such deadlines, the party undertaking the impacted improvement shall have the right to propose such specifications or schedules to the other party. The party receiving the specifications or schedules shall have ten (10) Business Days to provide comments on the proposal. If comments are submitted, the party undertaking the Improvement shall notify the other party within ten (10) Business Days if the comments will be incorporated into the party's plan and, if so, in what manner. The parties shall then proceed under the resulting plan or schedule.

(d) The Work Group shall document agreements, or alteration thereof, on the subjects listed in subsection 2.1 (a) herein in written reports to the parties.

Section 2.2. Construction of the Project Improvements. Developer shall comply with all the following covenants in connection with Construction of the Project Improvements:

(a) Developer shall keep Sherwood URA notified of all Construction scheduled for the Project Improvements on a monthly basis via the Work Group.

(b) Any and all Project Improvements shall be constructed at the sole cost expense and control of Developer and Persons other than Sherwood URA and Sherwood URA shall have no obligation to Developer or to any third party to construct, repair, maintain, or operate any Project Improvements. This covenant shall survive the expiration or termination of this Agreement.

Section 2.3. Construction of the Infrastructure Improvements. Sherwood URA shall comply with the following relative to Construction of Infrastructure Improvements:

(a) Sherwood URA and Developer shall enter into the Development Services Agreement and abide by the terms and conditions therein.

(b) Sherwood URA shall keep Developer notified of all Construction scheduled for the Infrastructure Improvements on a monthly basis via the Work Group.

(c) Any and all Infrastructure Improvements shall be constructed at the sole cost expense and control of Sherwood URA and Persons other than Developer and Developer shall have no obligation to Sherwood URA or to any third party to construct, repair, maintain or operate any Infrastructure Improvements. This covenant survives expiration or termination of this Agreement.

Section 2.4. Construction of Improvements on Conveyed Property. Sherwood URA and Developer agree to enter into a separate development agreement for improvements to portions of the Conveyed Property including Lots 1, 9 and 10 with the terms of such separate development agreement to be negotiated in good faith by both parties at a future date.

ARTICLE III INTERFERENCE

Section 3.1. No Interference. All Construction and Operations on the Conveyed Property and the Infrastructure Property and any work or activity connected therewith by or on behalf of Developer or Sherwood URA shall be performed in such a manner so as not to constitute an Interference.

Section 3.2. Notice of Noncompliance. Prior to commencing any action to seek remedial activity under this Article, Sherwood URA or Developer, as applicable, shall raise the issue with the Work Group. If the Work Group cannot resolve the dispute in a timely manner, Sherwood URA or Developer, as applicable, shall give written notice to the other describing with particularity the Interference (the "Notice of Noncompliance"). The recipient of a Notice of Noncompliance shall be responsible for curing or correcting the Interference within a period of five (5) Business Days following receipt of such Notice of Noncompliance; provided, however, that if such cure or correction cannot reasonably be effected within said five (5) Business Day period, then the recipient of the Notice of Noncompliance shall be required to commence, within said five (5) Business Day period, action to effect such cure or

correction and thereafter to prosecute diligently and continuously such action until such cure or correction has been effected.

ARTICLE IV
ADDITIONAL COVENANTS

Section 4.1. Management of Construction of Infrastructure Improvements. Sherwood URA shall contract with Developer to provide development services to Sherwood URA in connection with Construction of the Infrastructure Improvements pursuant to the terms and provisions of the Development Services Agreement.

Section 4.2. Utility Facilities. Sherwood URA shall be responsible for maintaining in good and operating condition and repair utility facilities it controls during Construction of the Project Improvements and Infrastructure Improvements located on the Infrastructure Property. Sherwood URA shall complete the construction of utility facilities it controls that are part of the Infrastructure Improvements necessary for construction of the Project Improvements prior to the time Developer is scheduled to commence its construction of the Project Improvements. Developer shall be wholly responsible for maintaining in good and operating condition and repair, all utility facilities used during Construction of the Project Improvements and the Infrastructure Improvements (including, without limitation, the water, sewer, gas, and electrical facilities) located on the Conveyed Property. In the case use of a utility is shared by Sherwood URA and Developer during construction costs shall be allocated based on the relative usage of the utility by each party. In no event will Sherwood URA be responsible for any utilities located on the Conveyed Property after the Conveyed Property has been acquired by Developer.

Section 4.3. Maintenance of Infrastructure Improvements. The parties may agree to share maintenance on some Infrastructure Improvements and Project Improvements jointly used by the parties notwithstanding obligations set forth in the Operative Agreements. If the parties desire to enter into any such written agreement, such separate written agreement will detail the improvements being shared, maintenance responsibilities, and the cost allocation.

ARTICLE V
DEFAULTS

Section 5.1. Events of Default by Developer. An Event of Default by Developer shall be deemed to have occurred under this Agreement if Developer fails or refuses to observe, perform or comply with any of the other provisions of this Agreement whether by neglect, inadvertence, intent or otherwise within forty-five (45) Days after written notice is given by Sherwood URA to Developer (a "Developer Default Notice") provided, however, that in the case of a failure which cannot reasonably be cured within the aforesaid forty-five (45) Day period, no Event of Default shall be deemed to exist and Sherwood URA may not exercise any of the remedies set forth in this Agreement, unless and until Developer shall have failed

either (i) to commence action to effect such cure within such forty-five (45) Day period or (ii) to prosecute diligently and continuously such action until such failure has been cured. Any notice given pursuant to this Section shall identify the failure in question with reasonable particularity.

Section 5.2. Events of Default by Sherwood URA. An Event of Default by Sherwood URA shall be deemed to have occurred under this Agreement if Sherwood URA shall fail or refuse to observe, perform, or comply with any of the other provisions of this Agreement, whether by neglect, inadvertence, intent, or otherwise within forty-five (45) Days after written notice is given by Developer to Sherwood URA (a "Sherwood URA Default Notice"); provided, however, that in the case of a failure which cannot reasonably be cured within the aforesaid forty-five (45) Day period, no Event of Default shall be deemed to exist and Developer may not exercise any of the remedies set forth in this Agreement, unless and until Sherwood URA shall have failed either (i) to commence action to effect such cure within such forty-five (45) Day period or (ii) to prosecute diligently and continuously such action until such failure has been cured. Any notice given pursuant to this Section shall identify the failure in question with reasonable particularity.

Section 5.3. Remedies. Upon the occurrence of an Event of Default the non-defaulting party shall be entitled to exercise any and all remedies conferred by this Agreement or otherwise available to such non-defaulting party in law or in equity.

Section 5.4. No Waiver of Rights. No failure by a non-defaulting party to insist upon strict performance of any of the terms of this Agreement or to exercise any right or remedy upon a Default hereunder, no acceptance by a non-defaulting party of partial performance and no custom or practice of the parties hereto at variance with the provisions hereof constitutes a waiver of any such Default or of the terms of this Agreement or a waiver of a non-defaulting party's right to demand compliance with this Agreement. None of the terms of this Agreement to be kept, observed or performed by a defaulting party and no breach thereof shall be waived, altered or modified except by a written instrument executed by the non-defaulting party. No waiver of any breach shall affect or alter this Agreement but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach hereunder. No waiver of any Default hereunder by a defaulting party shall be implied from any omission by a non defaulting party to take any action on account of such Default if such Default persists or is repeated, and no express waiver shall affect any Default other than the Default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Section 5.5. Rights Are Cumulative. All rights, powers, privileges, and remedies conferred by this Agreement upon Sherwood URA and Developer shall be cumulative and shall be deemed additional to any and all of the remedies to which either party may be entitled in law, in equity, or otherwise, unless specifically and

expressly limited by the provisions of this Agreement. Either party shall have the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement and by decree to compel performance of any such terms, covenants, or conditions, it being agreed by Developer and Sherwood URA that the remedy at law for any breach of such term, covenant or condition (except those requiring the payment of a liquidated sum or damages in accordance with express provisions of this Agreement) is not adequate.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1. No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed to create the relationship between Sherwood URA and Developer of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or of any association with each other or, except as may be expressly provided in this Agreement, so as to render either of the parties liable for the debts or obligations of the other.

Section 6.2. Effect of Review, Objection, Failure to Object, Approval. Non-Approval or Consent. In no event shall any review, objection, failure to object, approval, non-approval, or consent by Sherwood URA or Developer with respect to any act, plan, or proposal of the other made pursuant to any provision of this Agreement or otherwise be deemed (i) to constitute an assumption by Sherwood URA or Developer of responsibility or liability for the adequacy or suitability of any such act, plan, or proposal, (ii) to constitute a waiver of any claim or right that Sherwood URA or Developer might have against the other or any other person or entity by reason of or in connection with any act or omission of such other person pursuant to or in accordance with any act, plan, or proposal reviewed by Sherwood URA or Developer, or (iii) to result in Sherwood URA's or Developer's being deemed a joint tortfeasor with the other.

Section 6.3. Notices. Except as may be expressly set forth in this Agreement to the contrary, every notice, demand, request, submittal, consent, approval, or other communication required or permitted to be given to any party hereto pursuant to the terms of this Agreement shall be effective only if given in writing and personally delivered or mailed, postage prepaid, by certified United States mail, return receipt requested, addressed as follows or to such other address as any such party may from time to time designate by notice to the other party in accordance with this Agreement. Every notice, demand, request, submittal, consent, approval, or other communication transmitted as aforesaid shall be deemed to have been given, or communicated, as the case may be, on the date of personal delivery or three (3) Business Days after the time that the same shall have been deposited, certified, in the United States mail from a United States post office or box.

SHERWOOD URA:	DEVELOPER:
Sherwood Urban Renewal Agency 22560 SW Pine Street Sherwood, OR 97140 Attn: Joe Gall Fax No: (503) 625-5524	Capstone Partners LLC 1015 NW 11 th Avenue, Suite 243 Portland, Oregon 97209 Attn: Chris Nelson Fax No: (503) 226-1973
With a copy to: Beery, Elsner & Hammond, LLP Attn: Pamela J. Beery 1750 SW Harbor Way, Suite 380 Portland, OR 97201 Fax No: (503) 226-2348	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

Section 6.4. No Personal Liability. No director, commissioner, officer, official or employee of Sherwood URA or Developer shall be personally liable to the other (i) on account of any default or breach by Sherwood URA or Developer under this Agreement; (ii) for any amount which may become due to the other under this Agreement; or (iii) with respect to any obligations under the terms of this Agreement. Neither Sherwood URA nor Developer shall collect or attempt to collect any money judgment for such matters from the personal assets of any of the directors, commissioners, officers, officials, partners, members or employees of the other on account of a failure by the other to comply with, observe, or perform any of the terms of this Agreement.

Section 6.5. Headings. The headings of the various articles and sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

Section 6.6. Severability. If any provision of this Agreement or the application thereof to any person, business entity, public body, or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons, business entities, public bodies, or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 6.7. Governing Law. This Agreement shall be governed by and interpreted and construed under the laws of the State of Oregon.

Section 6.8. Exhibits. All Exhibits referred to herein and affixed hereto, i.e., B-1 (Depiction of Conveyed Property and Depiction of Infrastructure

Improvements); B-2 (General Description of Infrastructure Improvements); and, B-3 (Amended and Restated Development Services Agreement) are deemed incorporated herein by reference.

Section 6.9. Entire Agreement. In the making, execution, and delivery of this Agreement, neither party has been induced by any representations, statements, covenants, or warranties made by the other party or its agents, other than as specifically set forth herein and in the other Operative Agreements. This Agreement and the other Operative Agreements constitute the full, complete, and entire agreement between and among the parties hereto with respect to the subject matters set forth herein and supersede all prior agreements between Sherwood URA and Developer on the subject matters set forth herein. No agent, employee, officer, representative, or attorney of the parties hereto has the authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith modifying, adding to, or changing the provisions of this Agreement. No amendment of this Agreement shall be binding or effective unless such amendment shall be in writing, signed by both Sherwood URA and Developer.

Section 6.10. Time Is Of Essence. All time limits stated in this Agreement are of the essence of this Agreement.

Section 6.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument.

Section 6.12. Compliance. No failure of either party hereto to exercise any right or power given hereunder or to insist upon strict compliance with any conditions and obligations specified herein, and no custom or practice of any of the parties hereto at variance with the terms of this Agreement, shall constitute a waiver of either party's right to demand exact compliance with the terms and conditions of this Agreement.

Section 6.13. Survival and Termination of Agreement. This Agreement shall expire and terminate upon the termination of the Purchase and Sale Agreement or if the Purchase and Sale Agreement is not terminated, upon the later of the Substantial Completion of the Project Improvements or Substantial Completion of the Infrastructure Improvements in compliance with the requirements of this Agreement or the mutual agreement of Developer and Sherwood URA.

Section 6.14. No Third Party Beneficiary. No individual or entity that is not a signatory to this Agreement (other than successors, successors-in-title and assigns of the parties to this Agreement) shall have any rights or privileges under or arising out of this Agreement, nor shall any person or entity that is not a signatory to this Agreement otherwise be deemed a third party beneficiary of this Agreement.

Section 6.15. Estoppel Certificates. Sherwood URA and Developer shall execute, acknowledge and deliver to the other promptly upon written request a certificate certifying, among other things, any of the following as requested:

(a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the modifications);

(b) that no notice has been given by Sherwood URA to Developer or by Developer to Sherwood URA of any default under this Agreement that has not been cured and to the best of its knowledge and belief no default exists (or, if such exists, describing the same).

Certificates from Sherwood URA and Developer pertaining to the aforesaid matters may be relied upon by any existing or prospective lending institution and by any prospective assignee or successor of any interest under this Agreement. No certificate issued hereunder, however, shall be deemed to affect the rights and obligations of Sherwood URA and Developer between themselves under this Agreement.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the date first above written.

Sherwood URA Urban Renewal District

By: _____
Joe Gall, District Manager

Capstone Partners LLC
an Oregon limited liability company

By: _____
Chris Nelson, Member

By: Triangle Development Company, an Oregon corporation, Member

Jeffrey M. Sackett, President

REVISED EXHIBIT B-1

Depiction of Conveyed Property and
Depiction of Infrastructure Improvements

REVISED EXHIBIT B-2

General Description of Infrastructure Improvements

The Infrastructure Improvements consists of (i) the public plaza containing approximately 12,000 square feet on Tract A of Exhibit B-1 at the southeast corner of the intersection of SW Pine Street and the Southern Pacific Railroad tracks ("Cannery Square"); (ii) the construction of 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; (iii) the improvement of the north side of SW Willamette Street adjacent to the West Residential Phase and the East Residential Phase of the Conveyed Property, the improvement of SW Pine Street between the railroad and Willamette Street, the improvement, including approximately 17 angle parking stalls, of SW Columbia Street west of Pine Street, the improvement of the east side of SW Washington Street between the railroad and SW Columbia Street;; (iv) the storm water treatment facility located on the west side of the existing Machine Works building on Tract E of Exhibit B-1 (the "Storm Water Garden");, and (v) work required to mitigate the impact on the existing wetlands buffer pursuant to the Service Provider Letter provided by Clean Water Services issued as of June 8, 2009.

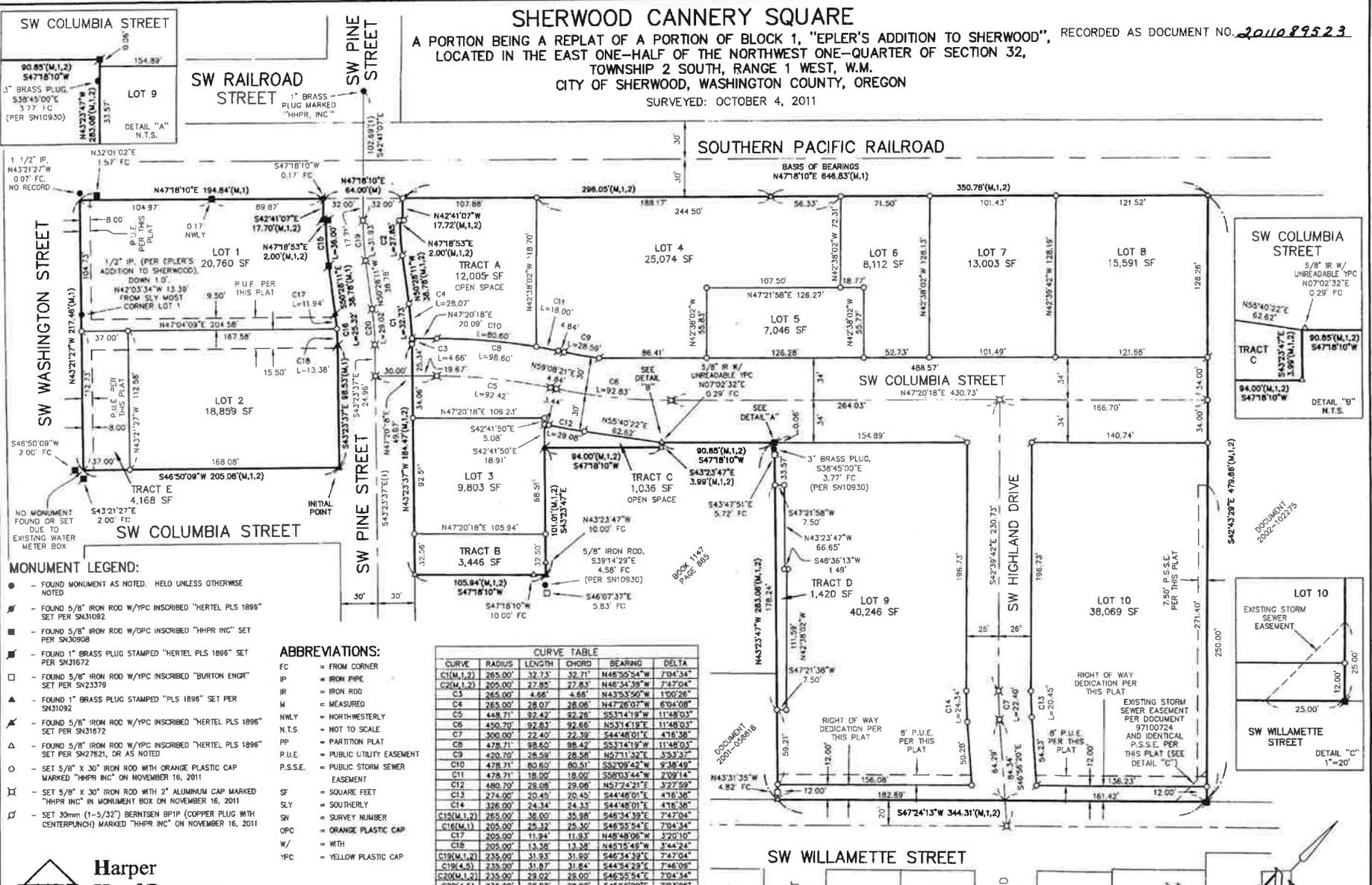
REVISED EXHIBIT B-3

Amended and Restated Development Services Agreement

SHERWOOD CANNERY SQUARE

A PORTION BEING A REPLAT OF A PORTION OF BLOCK 1, "EPLER'S ADDITION TO SHERWOOD", RECORDED AS DOCUMENT NO. 201089523,
 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

SOUTHERN PACIFIC RAILROAD



- 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/OFC INSCRIBED "HHR INC" SET PER SN30908
 - ▲ FOUND 1" BRASS PLUG STAMPED "HERTEL PLS 1896" SET PER SN31672
 - FOUND 5/8" IRON ROD W/YPC INSCRIBED "BURTON ENGR" 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 SN27621, OR AS NOTED
 - SET 5/8" x 30" IRON ROD WITH ORANGE PLASTIC CAP MARKED "HHR INC" ON NOVEMBER 16, 2011
 - ⊠ SET 5/8" x 30" IRON ROD WITH 2" ALUMINUM CAP MARKED "HHR INC" IN MONUMENT BOX ON NOVEMBER 16, 2011
 - SET 30mm (1-5/32") BEHNSEN BFP (COPPER PLUG WITH CENTERPUNCH) MARKED "HHR INC" ON NOVEMBER 16, 2011
 - SF = SQUARE FEET
 - SLY = SOUTHERLY
 - SN = SURVEY NUMBER
 - WPC = ORANGE PLASTIC CAP
 - WTH = WITH
 - YPC = YELLOW PLASTIC CAP

- ABBREVIATIONS:**
- FC = FROM CORNER
 - IP = IRON PIPE
 - IR = IRON ROD
 - M = MEASURED
 - NWL = NORTHWESTERLY
 - N.T.S. = NOT TO SCALE
 - P.P. = PARTITION PLAT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - P.S.S.E. = PUBLIC STORM SEWER EASEMENT
 - SF = SQUARE FEET
 - SLY = SOUTHERLY
 - SN = SURVEY NUMBER
 - WPC = ORANGE PLASTIC CAP
 - WTH = WITH
 - YPC = YELLOW PLASTIC CAP

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1(M,1,2)	265.00'	32.73'	32.71'	N48°26'54"W	7°04'34"
C2(M,1,2)	265.00'	27.88'	27.83'	N48°34'39"W	7°47'04"
C3	265.00'	4.68'	4.68'	N43°35'07"W	1°02'28"
C4	265.00'	28.07'	28.08'	N47°20'07"W	8°04'08"
C5	448.71'	92.42'	92.26'	S53°41'19"W	11°48'03"
C6	450.70'	92.83'	92.66'	S53°41'19"W	11°48'03"
C7	300.00'	22.40'	22.39'	S44°48'01"E	4°18'38"
C8	478.71'	98.60'	98.42'	S53°41'19"W	11°48'03"
C9	420.70'	28.58'	28.58'	N57°11'32"E	3°53'37"
C10	478.71'	80.60'	80.51'	S82°09'42"W	9°38'09"
C11	478.71'	18.00'	18.00'	S89°03'44"W	2°02'14"
C12	480.70'	28.08'	28.08'	N57°14'21"E	3°27'59"
C13	274.00'	20.45'	20.45'	S44°48'01"E	4°18'38"
C14	326.00'	24.34'	24.33'	S44°48'01"E	4°18'38"
C15(M,1,2)	265.00'	36.00'	35.98'	S48°34'39"E	7°47'04"
C16(M,1)	265.00'	29.33'	29.30'	S48°35'34"E	7°04'34"
C17	265.00'	11.94'	11.93'	N48°48'06"W	3°20'10"
C18	265.00'	13.38'	13.38'	N48°18'49"W	3°45'24"
C19(M,1,2)	235.00'	31.93'	31.93'	S46°34'39"E	7°47'04"
C19(4,5)	235.00'	31.87'	31.84'	S44°34'29"E	7°48'09"
C20(M,1,2)	235.00'	29.02'	29.00'	S46°35'34"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 SN27621
 - (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
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REGISTERED PROFESSIONAL LAND SURVEYOR

 OREGON
 JOHN T. CAMPBELL
 60070 LS
 EXPIRES 12-31-13

0 25 50 100
 SCALE: 1" = 50'

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 1:54 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 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 "HPR INC" BEARS NORTH 32°01'02" EAST A DISTANCE OF 1.97 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 35.98 FEET) TO A 1" BRASS PLUG INSCRIBED "HERTEL PLS 1896"; THENCE NORTH 42°41'07" EAST A DISTANCE OF 38.78 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 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 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 "HPR INC" BEARS NORTH 32°01'02" EAST A DISTANCE OF 1.97 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 "HPR 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 648.83 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896"; THENCE SOUTH 42°43'29" EAST A DISTANCE OF 479.66 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 (UNREADEABLE) 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 SOUTH 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 105.94 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "HERTEL PLS 1896" AT THE NORTHWESTERLY RIGHT OF WAY LINE OF S.W. PINE STREET; THENCE ALONG SAID NORTHWESTERLY 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 "HPR 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 "HPR INC"; THENCE NORTH 50°28'11" WEST A DISTANCE OF 38.78 FEET TO A SET 1-5/32" COPPER PLUG MARKED "HPR 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 "HPR 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 "HPR 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

- 1. TRACTS A AND C ARE OPEN SPACE TRACTS
- 2. 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
- 3. TRACTS A, B, C, D AND E SHALL BE OWNED AND MAINTAINED BY THE CITY OF SHERWOOD
- 4. THIS PLAT IS SUBJECT TO A STORM SEWER EASEMENT PER DOCUMENT NO. 97100724, THE WIDTH OF WHICH IS INDETERMINATE
- 5. 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 SN30908 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 29, 2012



ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
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phone 503.221.1131 www.hhpr.com fax 503.221.1171

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