

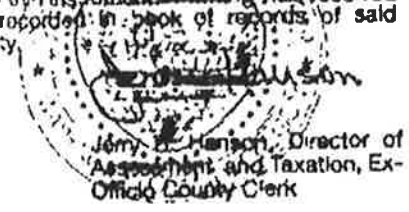
AFTER RECORDING, RETURN TO:

William Rodgers  
Steel River LP  
900 SW Fifth Ave. Suite 2600  
Portland, OR 97204

75  
65

STATE OF OREGON }  
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 2000012063  
Rect: 249017 92.00  
02/16/2000 11:00:17am

**UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT** (this "Agreement") is made as of February 7, 2000, between Sherwood Development, L.L.C., an Oregon limited liability corporation ("Grantor"), and the City of Sherwood, an Oregon municipality ("Grantee").

**RECITALS**

A. Grantor owns real property in Washington County, Oregon, more particularly described in Exhibit A ("Grantor's Property").

B. Pursuant to the Development and Compliance Agreement (attached as Exhibit F) Grantor has installed utility pipelines (the "Pipelines") on Grantor's Property for the transmission of storm sewer, sanitary sewer and municipal water, and Grantee has accepted the Pipelines and determined that they comply with Grantee's comprehensive plan requirements and standard engineering specifications adopted by Grantee.

C. Grantor is willing to grant an easement to Grantee for such purposes and on the terms and conditions set forth below.

**AGREEMENT**

1. Grant of Stormwater Sewer Easements. Grantor grants to Grantee two nonexclusive, perpetual easements (the "Sanitary Sewer Easements") in, on, over, and under that portion of Grantor's Property described on attached Exhibits B and E ("Stormwater Easement Areas"), for purposes of using, altering, repairing and maintaining the Stormwater Sewer pipelines. The pipelines installed in the Stormwater Easement Areas by Grantor are and shall remain underground.

1-15

2. **Grant of Public Waterline Easement.** Grantor grants to Grantee a nonexclusive, perpetual easement (the "Public Waterline Easement") in, on, over, and under that portion of Grantor's Property described on attached Exhibit C ("Public Waterline Easement Area"), for purposes of using, altering, repairing and maintaining the Public Waterline. The Public Waterline installed in the Public Waterline Easement Area by Grantor is and shall remain underground.

3. **Grant of Sanitary Sewer Easement.** Grantor grants to Grantee a nonexclusive, perpetual easement (the "Sanitary Sewer Easement") in, on, over, and under that portion of Grantor's Property described on attached Exhibit D ("Sewage Easement Area"), for purposes of using, altering, repairing and maintaining the Sanitary Sewer pipeline for sewage. The pipeline installed in the Sewage Easement Area by Grantor is and shall remain underground. The Stormwater Easement Areas, Public Waterline Easement Area and Sewage Easement Area are collectively referred to in this Agreement as the "Easement Areas" and the "Easements."

4. **Maintenance.** Grantee shall maintain the Pipelines in safe and proper working condition at all times and shall, if the Easement Areas are disturbed by the maintenance, alteration, repair or replacement of the Pipelines, restore the surface of the Easement Areas as nearly as possible to the condition in which they existed at the commencement of said maintenance, alteration, repair or replacement. Grantee shall cause all work to be done at Grantee's sole expense and risk in a good and workmanlike manner and in compliance with all applicable laws. Grantee agrees to perform all work so as to avoid to the extent reasonably possible, interference with other utilities or Grantor's use of Grantor's Property. Grantee shall keep the Easement Areas and Grantor's Property free from any liens caused by Grantee, its agents, independent contractors or employees.

5. **Indemnity.** Grantee shall protect, defend, indemnify, reimburse and hold Grantor harmless for, from and against any and all claims, demands, losses, damages, expenses and liabilities, including personal injury and for any damage to or loss or destruction of property, suffered by Grantor, its tenants, employees and invitees, arising out of or resulting from the maintenance or use of the Pipelines, or arising in any manner out of use of the Easement Areas by Grantee, its agents, employees and independent contractors; provided however, that Grantor shall not be entitled to such indemnification for damage caused to Grantor or any third party by reason of the sole gross negligence or willful misconduct of Grantor.

6. **Grantor's Use of Easement Areas.** Grantor reserves to itself the right to full use and enjoyment of the entire Easement Areas for any purpose including, without limitation, the right to place on or in the Easement Areas, along, across and over the Easement Areas such roads, fences, landscaping, sidewalks, passageways, electric power lines, communication lines, cables and conduits, gas lines and other facilities, structures and utilities as Grantor may desire, provided that such use shall not unreasonably interfere with Grantee's rights hereunder.

7. **Nature of Easement.** The Easements granted in this Agreement are subject to all prior easements and encumbrances of record. The Easements granted in this Agreement shall be

nonexclusive and Grantor reserves the right to grant other easement rights in and to the Easement Areas; provided that such easement rights shall not substantially interfere with the easement rights granted in this Agreement.

8. Relocation. Grantor reserves the right to relocate the Easements at its own cost and expense and upon such relocation, the Easements referred to in this Agreement shall automatically be deemed to be the Easements as relocated.

9. Abandonment. If Grantee shall fail to use the Easements for a continuous period of three years, then the unused Easements shall terminate; provided that such termination shall not mitigate Grantee's duty to perform its obligations under this Agreement that arose or accrued prior to such termination.

10. Benefits and Burdens. The Easements granted in this Agreement shall run with the land and inure to the benefit of Grantee and shall bind and benefit Grantor, and its heirs, successors, or assigns.

11. Attorneys' Fees. In any litigation arising out of this Agreement, including any appeal or petition for review, the prevailing party is entitled to reasonable attorneys' fees in addition to all other costs and damages.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GRANTOR: Sherwood Developments, L.L.C.

By: *Mark Kraizenbeck*  
Name/Title: Mark D. Kraizenbeck  
Managing Member

GRANTEE: City of Sherwood

By: *Terry Keyes*  
Name/Title: TERRY KEYES  
CITY ENGINEER

STATE OF IDAHO

ss.

County of Ada

This instrument was acknowledged before me this 7th day of February, 2000 by Mark J. Kreizenbeck, on behalf of Sherwood Development, L.L.C.

Mariann Welsch  
Notary Public for State of Idaho  
My commission expires: 12/12/04



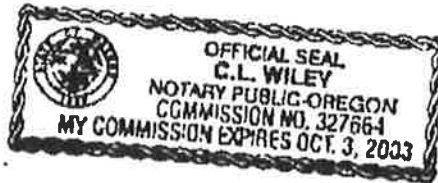
STATE OF OREGON

ss.

County of WASHINGTON

This instrument was acknowledged before me this 15th day of Feb, 2000 by Terry Kayes, on behalf of City of Sherwood

C. L. Wiley  
Notary Public for City of Sherwood  
My commission expires: 10-3-03



STATE OF \_\_\_\_\_

ss.

County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by \_\_\_\_\_, on behalf of \_\_\_\_\_

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## EXHIBIT "A" - LEGAL DESCRIPTION

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Owner: SHERWOOD DEVELOPMENT  
LLC  
8846 W. HACKAMORE,  
SUITE 200  
BOISE, ID 83709

---

A parcel of land in the North half of the Northeast quarter of Section 28, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, said parcel of land being more particularly described as follows:

Commencing at a 3/4 inch aluminum cap being the North one-quarter corner between Sections 21 and 28, Township 2 South, Range 1 West, of the Willamette Meridian; thence South 00°22'19" West along the North-South center-section line of said Section 28, 1171.91 feet to a point on the Southeasterly right-of-way line of the Southern Pacific Railroad and the beginning point of said parcel to be described; thence North 47°54'28" East along the Southeasterly right-of-way of said Southern Pacific Railroad 1467.59 feet to a point on the Southwesterly right-of-way of County Road No. 505 (Cipole Road), and 20 feet Southwesterly (when measured at right angles) from the center line of said road; thence South 29°29' East along said right-of-way, 871.56 feet to an angle point in said right-of-way; thence South 09°08'30" East along said right-of-way, 83.59 feet to the North line of that tract of land described in a Document recorded as Fee No. 96086805 of the Washington County Film Records; thence North 89°34'33" West along aforesaid tract 690.13 feet to a 1/2 inch iron rod with yellow plastic cap marked "COMPASS CORP"; thence South 00°16'20" West along the West line of the aforesaid tract 295.17 feet to the Southwest corner thereof; thence North 89°41'39" West along the most Southerly line of that tract described in Fee No. 81024434, 840.72 feet to the North-South center section line of Section 28; thence North 00°22'19" East 144.84 feet to the point of beginning.



# All County Surveyors & Planners, Inc.

P.O. Box 955 • Sandy, Oregon 97055 • 503/668-3151 • FAX 503/668-4730

## Exhibit "B"

Legal Description  
of  
a 15 Foot Wide Public Storm Sewer Easement

BMC West Facility  
SW Cipele Road, Sherwood, Oregon  
Map T2S, R1W, 28A, W.M.  
Washington County  
January 31, 2000

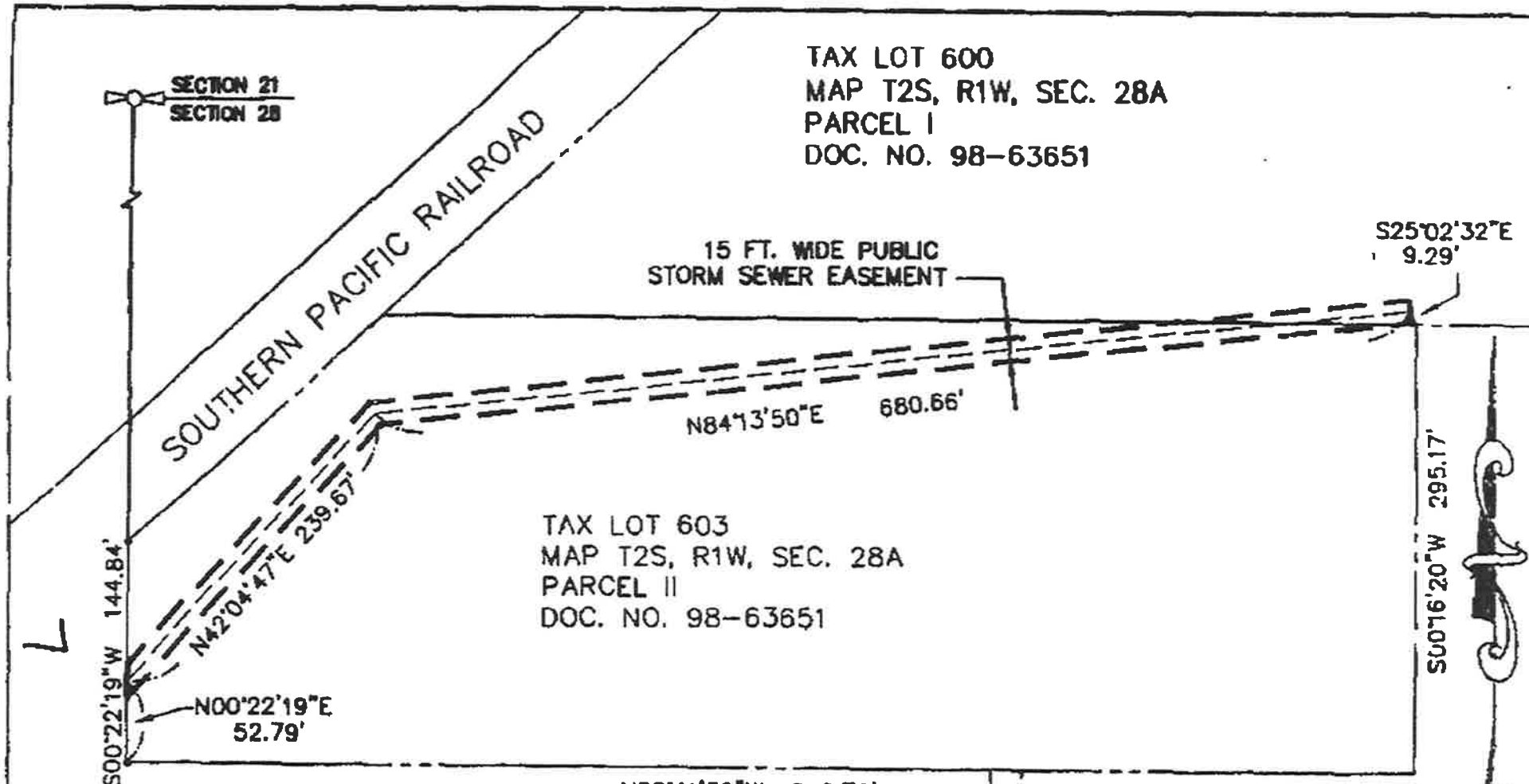
A 15 foot wide easement being 7.5 feet on either side of the following described centerline, for the purpose of construction and maintenance of Storm Sewer Lines over a portion of Parcels I and II, Document No. 98-63651, Deed Records Washington County, located in the Northeast 1/4 of Section 28, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, the centerline of which is more particularly described as follows:

Commencing at the Southwest corner of Parcel II, Document No. 98-63651, thence North 00°22'19" West along the West line of said Parcel II 52.79 feet to the point of beginning of the centerline of the easement herein described; thence North 42°04'47" East 239.67 feet, thence North 84°13'50" East 680.66 feet to the terminus of said easement herein described, from which the Northeast corner of said Parcel II, bears South 25°02'32" East 9.29 feet.

BMC LGI.

6

Affiliated: Professional Land Surveyors of Oregon • American Congress of Surveying and Mapping



TAX LOT 600  
 MAP T2S, R1W, SEC. 28A  
 PARCEL I  
 DOC. NO. 98-63651

15 FT. WIDE PUBLIC  
 STORM SEWER EASEMENT

S25°02'32"E  
 9.29'

TAX LOT 603  
 MAP T2S, R1W, SEC. 28A  
 PARCEL II  
 DOC. NO. 98-63651

L

S00°22'19"W 144.84'

N00°22'19"E  
 52.79'

SOUTHERN PACIFIC RAILROAD

N84°13'50"E 680.66'

S00°16'20"W 295.17'

N89°41'39"W 840.72'

**EXHIBIT "B"**  
 15 FOOT WIDE PUBLIC STORM SEWER EASEMENT  
 BMC WEST FACILITY  
 SW CIPOLE ROAD  
 SHERWOOD, OREGON  
 IN THE NE 1/4 OF SECTION 28, T2S, R1W, W.M.  
 CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON  
 DATE JANUARY 3, 2000 SCALE 1" = 100'

CLIENT: K2 CONSTRUCTION  
 PROJECT NUMBER: 98-281  
 DRAWING NUMBER: 98-261E1.DWG

*All County*  
**Surveyors & Planners, Inc.**  
 Surveying, Planning and  
 Civil Engineering  
 P.O. Box 955 Sandy, OR 97055  
 Phone: (503) 668-3151  
 Fax: (503) 668-4730

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JUNE 30, 1997  
 SCOTT S. COOTER  
 2629

RENEWS 12/31/2001



*All* County Surveyors  
& Planners, Inc.

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K2 CONSTRUCTION, INC.

**Exhibit "C"**

**Legal Description  
of  
a 15 Foot Wide Public Waterline Easement**

**BMC West Facility  
SW Cipole Road, Sherwood, Oregon  
Map T2S, R1W, 20A, W M.  
Washington County  
January 3, 2000**

A 15 foot wide easement being 7.5 feet on either side of the following described centerline, for the purpose of construction and maintenance of public water lines over a portion of Parcels I and II, Document No. 98-63651, Deed Records Washington County, located in the Northeast 1/4 of Section 28, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, the centerline of which is more particularly described as follows:

Commencing at the Southeast corner of Parcel II, Document No. 98-63651, thence North 89°41'39" West along the South line of said Parcel II 266.92 feet to the point of beginning of the centerline of the easement herein described; thence North 00°00'00" West 40.28 feet; thence North 18°24'29" East 651.67 feet; thence North 62°29'38" East 494.74 feet more or less to the Westerly right-of-way line of SW. Cipole Road and the terminus of said easement herein described.

BMC: LGL

8



# EXHIBIT "C"

## 15 FOOT WIDE PUBLIC WATER LINE EASEMENT

BMC WEST FACILITY  
SW CIPOLE ROAD  
SHERWOOD, OREGON

IN THE NE 1/4 OF SECTION 28, T2S, R1W, W.M.  
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON  
DATE JANUARY 3, 2000 SCALE 1" = 200'

*All County*  
**Surveyors & Planners, Inc.**  
Surveying, Planning and  
Civil Engineering  
P.O. Box 955 Sandy, OR 97055  
Phone: (503) 668-3151  
Fax: (503) 668-4730

SECTION 21  
SECTION 28

S00°22'19"W  
144.84'

TAX LOT 603  
MAP T2S, R1W, SEC. 28A  
PARCEL II  
DOC. NO. 98-63651

CLIENT: K2 CONSTRUCTION  
PROJECT NUMBER: 98-261  
DRAWING NUMBER: 98-261E2.DWG

SOUTHERN PACIFIC RAILROAD

15 FT. PUBLIC  
WATERLINE EASEMENT

S.W. CIPOLE ROAD

TAX LOT 600  
MAP T2S, R1W, SEC. 28A  
PARCEL I  
DOC. NO. 98-63651

N89°43'33"W 690.13'

N18°24'29"E 651.67'  
N00°00'00"W 40.28'  
268.92'

N89°41'39"W 840.72'

S00°16'20"W 295.17'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*SSSLA*  
OREGON  
JUNE 30, 1997  
SCOTT S. COOTER  
2828

RENEWS 12/31/2001





**All County Surveyors  
& Planners, Inc.**

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K2 CONSTRUCTION, INC.

P.O. Box 955 • Sandy, Oregon 97055 • 503/668-3151 • FAX 503/668-4730

**Exhibit "D"**

**Legal Description  
of  
a 15 Foot Wide Public Sanitary Sewer Easement**

**BMC West Facility  
SW Cipole Road, Sherwood, Oregon  
Map T2S, R1W, 20A, W.M.  
Washington County  
January 3, 2000**

A 15 foot wide easement being 7.5 feet on either side of the following described centerline, for the purpose of construction and maintenance of a public sanitary sewer line over a portion of Parcel II, Document No. 98-63651, Deed Records Washington County, located in the Northeast 1/4 of Section 28, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, the centerline of which is more particularly described as follows:

Commencing at the Southwest corner of Parcel II, Document No. 98-63651, thence South 89°41'39" East along the South line of said Parcel II 7.5 feet to the point of beginning of the centerline of the easement herein described; thence North 00°22'19" East and parallel to the West line of said Parcel II, 151.69 feet to the Southerly right-of-way line of the Southern Pacific Railroad and the terminus of the easement herein described.

BMC LGL

10

SECTION 21  
SECTION 28

TAX LOT 600  
MAP T2S, R1W, SEC. 28A  
PARCEL I  
DOC. NO. 98-63651

SOUTHERN PACIFIC RAILROAD

TAX LOT 603  
MAP T2S, R1W, SEC. 28A  
PARCEL II  
DOC. NO. 98-63651

S00°22'19"W 144.84'

N00°22'19"E 151.69'

15 FT. PUBLIC  
SANITARY LINE  
EASEMENT

S00°16'20"W 295.17'

S89°41'39"E  
7.50'

N89°41'39"W 840.72'

CLIENT: K2 CONSTRUCTION  
PROJECT NUMBER: 98-281  
DRAWING NUMBER: 98-281E3.DWG

**EXHIBIT "D"**  
15 FOOT WIDE PUBLIC SANITARY SEWER EASEMENT  
BMC WEST FACILITY  
SW CIPOLE ROAD  
SHERWOOD, OREGON

IN THE NE 1/4 OF SECTION 28, T2S, R1W, W.M.  
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON  
DATE JANUARY 3, 2000 SCALE 1" = 100'

*All County*

**Surveyors & Planners, Inc.**  
Surveying, Planning and  
Civil Engineering

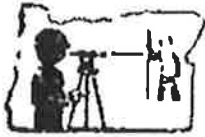
P.O. Box 955 Sandy, OR 97055  
Phone: (503) 668-3151  
Fax: (503) 668-4730

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*SS. 48*

OREGON  
JUNE 30, 1997  
SCOTT S. COOTER  
2529

RENEWS 12/31/2001



*All* County Surveyors  
& Planners, Inc.

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JAN 03 2000

K2 CONSTRUCTION, INC.

P.O. Box 955 • Sandy, Oregon 97055 • 503/668-3151 • FAX 503/668-4730

**Exhibit "E"**

**Legal Description  
of**

**a 20 Foot Wide Public Storm Sewer Easement**

**BMC West Facility  
SW Cipole Road, Sherwood, Oregon  
Map T2S, R1W, 20A, W.M.  
Washington County  
January 3, 2000**

A 20 foot wide easement being 10 feet on either side of the following described centerline, for the purpose of construction and maintenance of Storm Sewer Lines over a portion of Parcels I and II, Document No. 98-63651, Deed Records Washington County, located in the Northeast 1/4 of Section 28, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, the centerline of which is more particularly described as follows:

Commencing at the Southwest corner of Parcel II, Document No. 98-63651, thence South 89°41'39" East along the South line of said Parcel II 546.22 feet; thence North 00°18'21" East 10.00 feet to the point of beginning of the centerline of the easement herein described; thence South 89°41'39" East 284.49 feet; thence North 00°16'20" East 295.16 feet; thence South 89°43'33" East 698.47 feet more or less to the Westerly right-of-way line of SW Cipole Road and the terminus of said easement herein described.

BMC:LCR

12

# EXHIBIT "E"

## 20 FOOT WIDE PUBLIC STORM SEWER EASEMENT

BMC WEST FACILITY  
SW CIPOLE ROAD  
SHERWOOD, OREGON

IN THE NE 1/4 OF SECTION 28, T2S, R1W, W.M.  
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON  
DATE JANUARY 3, 2000 SCALE 1" = 200'

*All County*  
**Surveyors & Planners, Inc.**  
Surveying, Planning and  
Civil Engineering  
P.O. Box 955 Sandy, OR 97055  
Phone: (503) 668-3151  
Fax: (503) 668-4730

SOUTHERN PACIFIC RAILROAD

S.W. CIPOLE ROAD

TAX LOT 600  
MAP T2S, R1W, SEC. 28A  
PARCEL I  
DOC. NO. 98-63651

SECTION 21  
SECTION 28

20' PUBLIC STORM  
SEWER EASEMENT

S00°22'19"W  
144.84'

TAX LOT 603  
MAP T2S, R1W, SEC. 28A  
PARCEL II  
DOC. NO. 98-63651

N00°18'21"E  
10.00'

546.22'  
S89°41'39"E 840.72'

284.49'

295.16'

N00°16'20"E 295.17'

10'

698.47'  
S89°43'33"E 690.13'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Scott S. Cooter*  
OREGON  
JUNE 30, 1997  
SCOTT S. COOTER  
2829

RENEWS 12/31/2001

CLIENT: K2 CONSTRUCTION  
PROJECT NUMBER: 98-281  
DRAWING NUMBER: 98-281E4.DWG



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SHERWOOD DEVELOPMENT LLC



DEVELOPMENT COMPLIANCE AGREEMENT

THIS AGREEMENT dated the 20<sup>th</sup> day of August, 1999, between the City of Sherwood, an Oregon municipality, hereinafter termed the "City", and Sherwood Development LLC, 8555 W Hackamore Drive Suite 200, Boise, Idaho 83709, hereinafter termed "Developer".

WITNESSETH

WHEREAS, Developer has applied to the City for approval for filing in Washington County, a development plat known as BMC WEST, City File No. SP 98-11, Engineering File No. 98-021, located in Section 28A Township 29 Range 1W, Willamette Meridian, Washington County, Oregon, and

WHEREAS, the City Comprehensive Plan requires developer to install public sanitary sewer, storm sewers, waterlines, landscaping, underground utilities, and other public facilities for the development, and requires payment of fees, and

WHEREAS, the City has approved and adopted standard waterline, storm sewer, sanitary sewer and other public improvement specifications, prepared by professional engineers for development, and

WHEREAS, the special covenants to be performed as set forth above and the public improvements required to be constructed or placed in the development are not fully performed and are incomplete, but Developer has nonetheless requested the City to permit progressive occupancy and use of property, and the parties desire hereby to protect the public interest generally and legally enforceable assurances that the public improvements will be installed as required and completed within the time hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements to be kept and performed by the Developer and its sureties, IT IS HEREBY AGREED as follows:

(1) Developer shall proceed with the development, with the intent and purpose to complete all public improvements of said development not later than one (1) year from the date of this agreement, and Developer is hereby bound to comply with all development and associated standards as set forth in said City Comprehensive Plan and the standard engineering specifications adopted by the City, or as may be otherwise approved by the City Engineer and to use only such material and to follow such designs as may be required to conform thereto.

(2) To assure compliance with the City's requirements and the provisions hereof, the Developer tenders herewith to the City a set aside agreement in form approved by the City, in the amount of \$152,360.00 to cover all improvements, a copy whereof is hereto attached and by this reference made a part hereof.

(3) In the event that Developer shall fail, neglect or refuse to proceed with the work in an orderly and progressive manner to assure completion within the time limited, upon ten (10) days notice by the

EXHIBIT "F" 14

City to Developer and such default and failure to proceed continuing thereafter, the City may at its option proceed to have the work completed and charge the costs thereof against Developer and in the event same be not paid, to bring an action on the said security to recover the amount thereof. In the event such action be brought, Developer promise and agree to pay in addition to the amounts accruing and allowable, such sum as the court shall adjudge reasonable as attorney's fees and costs incurred by the City both in U.S. Trial Court and Appellate Court, if any, or the City may at its option, bring proceedings to enforce against the Developer specific performance of the contract and compliance with the subdivision standards and ordinances of the City, and in such event, in like manner, the City shall be entitled to recover such sum as the court shall adjudge reasonable as and for the City's attorney's fees and costs, both in the Trial Court and Appellate Court, if any.

(4) The City agrees to make and provide periodic and final inspections which in the City's judgment are necessary to assure compliance herewith, in consideration whereof the Developer to pay prescribed inspection fees in the amount of \$6,894.40.

(5) At such time as all public improvements within the developments, and all off-site improvements, have been completed in accordance with the City's requirements, Developer shall notify the City of the readiness for final inspection and upon certification by the City Engineer that all requirements of the City have been met, the Developer will submit to the City a good and sufficient maintenance security, if not already provided with the performance security, in a form approved by the City, in the sum of \$15,236.00 to provide for correction of any defective work or maintenance becoming apparent or arising within (1) one year after final acceptance of the public improvements by the City.

(6) Upon receipt of certification by the City Engineering Department that all requirements have been met and a one (1) year maintenance bond provided, the City agrees to accept the public improvements, subject to the requirements for correction of deficiencies and maintenance for a period of one year as hereinabove set forth.

(7) That in addition to or supplementary of the requirements of the City's Comprehensive Plan and the provisions hereof, Developer binds itself to conform to the following requirements, scheduling and limitations:

(a) Developer submits to the City Engineering Department three (3) copies of the recorded plat map from Washington County and Record drawings consisting of one (1) Mylar set for approval. Once Record drawings are approved by the City, Developer will submit one (1) Mylar set (at least 2 mil) and three (3) complete blue line sets and a CADD drawing, showing ROW, lot lines, and utilities before acceptance of any building permits.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its City Manager and Developer, have affixed their corporate signatures on the day and year first hereinabove written.

CITY OF SHERWOOD

DEVELOPER

BY: Lee D. Weislogel  
Lee D. Weislogel  
City Manager Pro-Tem

BY: Mark J. Keyser  
SHERWOOD DEVELOPMENT LLC