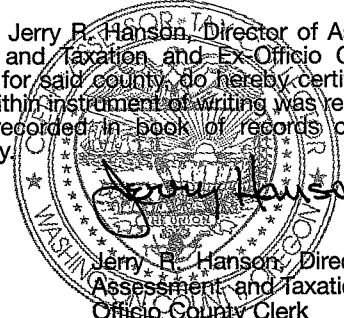


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I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



STORM DRAINAGE EASEMENT

DATED: March 7, 2001

AFTER RECORDING RETURN TO:

City of Sherwood
Engineering Department
20 NW Washington St.
Sherwood, OR. 97140

Doc : 2001030597
Rect: 276096 52.00
04/09/2001 03:06:09pm



BETWEEN:

Grantors:
Regency Centers
4000 Kruse Way Place Bldg. 1 Suite 130
Lake Oswego, OR. 97035

Grantee:
City of Sherwood
20 NW Washington St.
Sherwood, OR. 97140

01-2041037

KNOW ALL MEN BY THESE PRESENTS, that Regency Centers, hereinafter referred to as "Grantor", for the consideration hereinafter stated, does forever grant unto the CITY OF SHERWOOD, a municipal corporation, hereinafter referred to as "Grantee", a permanent public storm drainage easement over, under, through, across and along the full width and length of the premises described as follows, to wit:

1. Legal description is set forth in EXHIBIT "A", Page 1 attached hereto, and incorporated by reference herein.
2. A map of the above legal description is set forth in EXHIBIT "B", Page 2 and incorporated by reference herein.

Together with a permanent working easement as follows: For installation of a storm drainage in proposed permanent easement.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$00.00.

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

1. The permanent storm drainage easement shall include the right, privilege, and authority, to the said City of Sherwood, to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair an storm drainage, with all appurtenances incident thereto or necessary therewith, and across the said premises, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines, appurtenances attached to or connected therewith. No building shall be constructed over the easement right-of-way.

1-7

2. Grantee will indemnify and hold harmless the Grantors, his/her, their heirs, successors and/or assigns from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation, or maintenance of said pipeline.
3. The City of Sherwood, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantors, and any improvements disturbed by the City, to as good condition as they were prior to any such installation work, including, but not limited to, the restoration of any topsoil, lawn and nursery stock of like kind and quality subject to reasonable substitution as may be necessitated by obstruction of interference with the use granted herein.
4. Grantors may, at his/her/their option and expense, relocated said storm drain easement and associated public appurtenances and titles, provided such relocation is accepted by the City as complying with applicable codes and standards, land use laws and regulations.
5. Grantors reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that Grantor shall not construct or maintain any building or structure which would interfere with the rights herein granted.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LOSS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 7th day of ~~January~~, 2001.
March

GRANTORS: REGENCY CENTERS
 BY: H. Craig Ramey
 ITS: Senior Vice President

STATE OF OREGON)
)ss
 County of Washington)

On this 7th day of March, 2001, before me, a notary public in and for said County and State, personally appeared H. Craig Ramey known to me to be their person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

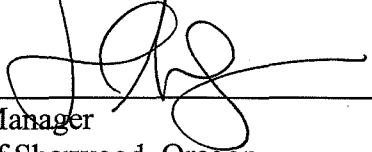
Kim A. Magruder
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 1-25-05



GRANTEE:

ACCEPTED on behalf of the City of Sherwood, Oregon

this 7TH day of MARCH, 2001.



City Manager
City of Sherwood, Oregon

LEGAL DESCRIPTION FOR A STORM DRAINAGE EASEMENT

A parcel of land in Lot 1 of the plat of "Sherwood Crossing", Washington County Plat Records, which is located in the southwest quarter of the northwest quarter of Section 29, Township 2 South, Range 1 West of the Willamette Meridian and located in the City of Sherwood, Washington County, Oregon, said parcel being described specifically as follows:

Beginning at a point which is on the westerly line of said Lot 1, which is also the easterly right-of-way line of Southwest Borchers Drive as shown dedicated in said plat of "Sherwood Crossing", said easterly right-of-way line being 40.00 feet from the center line thereof, measured perpendicular thereto, said point of beginning bearing North $01^{\circ}27'58''$ East, a distance of 1224.14 feet and S $88^{\circ}32'02''$ East, a distance of 40.58 feet from the west quarter corner of said Section 29;

Thence, from said point beginning, along the following courses along the westerly, northwesterly, and northerly lines of said Lot 1:

North $01^{\circ}29'37''$ East, a distance of 26.53 feet;

North $51^{\circ}53'04''$ East, a distance of 22.64 feet;

South $88^{\circ}53'31''$ East, a distance of 14.70 feet to a point of tangency;

Along the arc of a 705.00 foot radius curve, concave southerly, the central angle of which is $22^{\circ}52'32''$, the long chord of which bears South $77^{\circ}27'15''$ East, a distance of 279.61 feet, an arc distance of 281.48 feet to Point "A";

Thence, leaving the northerly line of said Lot 1, North $78^{\circ}35'19''$ West, non-tangent to the last course, a distance of 154.75 feet;

Thence, South $58^{\circ}41'13''$ West, a distance of 26.05 feet;

Thence, North $88^{\circ}30'23''$ West, a distance of 132.23 feet to the point of beginning.

In addition thereto, beginning at a point on the northeasterly line of said Lot 1, which is also the southwesterly right-of-way line of Southwest Scholls – Sherwood Road as shown dedicated in said plat of "Sherwood Crossing", said southwesterly right-of-way line being 45.00 feet from the center line thereof, measured perpendicular thereto, said point of beginning bearing along the arc of a 705.00 foot radius curve, concave southwesterly, the

central angle of which is $00^{\circ}27'44''$, the long chord of which bears South $65^{\circ}47'06''$ East, a distance of 5.69 feet, an arc distance of 5.69 feet from the above noted Point "A";

Thence, from said point beginning, along the following courses along the northeasterly and easterly lines of said Lot 1:

Along the arc of a 705.00 foot radius curve, concave southwesterly, the central angle of which is $24^{\circ}09'37''$, the long chord of which bears South $53^{\circ}28'26''$ East, a distance of 295.09 feet, an arc distance of 297.28 feet to a point of tangency;

South $41^{\circ}23'37''$ East, a distance of 285.30 feet;

South $03^{\circ}35'49''$ West, a distance of 34.32 feet;

Thence, leaving said easterly line of said Lot 1, North $32^{\circ}30'48''$ West, a distance of 67.08 feet;

Thence, North $41^{\circ}23'37''$ West, a distance of 290.00 feet;

Thence, South $48^{\circ}36'23''$ West, a distance of 6.00 feet;

Thence, North $41^{\circ}23'37''$ West, a distance of 20.00 feet;

Thence, North $48^{\circ}36'23''$ East, a distance of 5.82 feet;

Thence, North $42^{\circ}24'28''$ West, a distance of 68.83 feet;

Thence, North $58^{\circ}07'41''$ West, a distance of 161.01 feet to the point of beginning.

The parcel of land to which this description applies contains 13,986 square feet more or less.

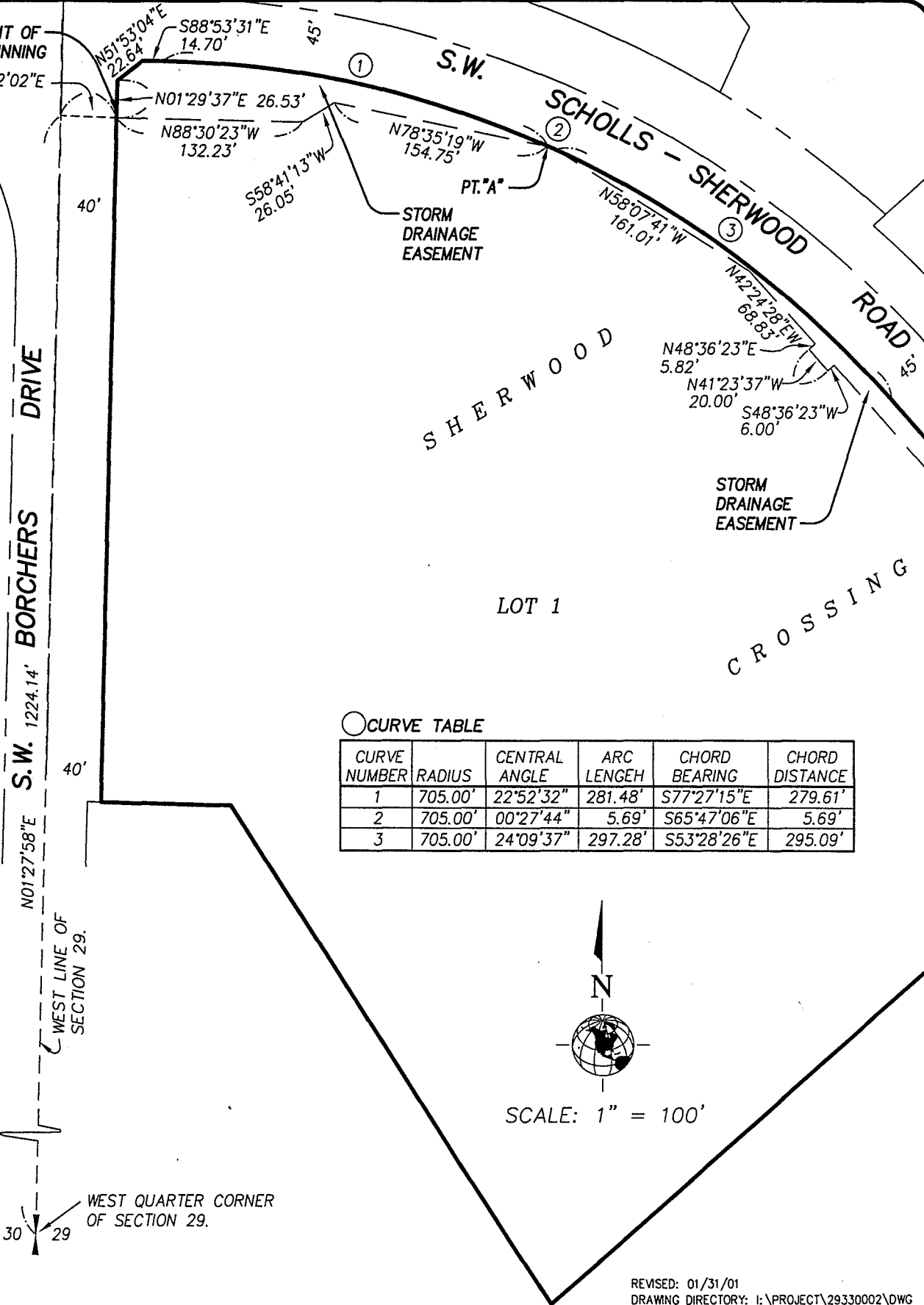
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RENEWAL: DECEMBER 31, 2001

Page 2 of 2

POINT OF BEGINNING
S88°32'02"E
40.58'



S.W. 1224.14' BORCHERS DRIVE

S.W. 1224.14' BORCHERS DRIVE

N01°27'58"E

WEST LINE OF SECTION 29.

WEST QUARTER CORNER OF SECTION 29.

○ CURVE TABLE

CURVE NUMBER	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
1	705.00'	22°52'32"	281.48'	S77°27'15"E	279.61'
2	705.00'	00°27'44"	5.69'	S65°47'06"E	5.69'
3	705.00'	24°09'37"	297.28'	S53°28'26"E	295.09'



SCALE: 1" = 100'

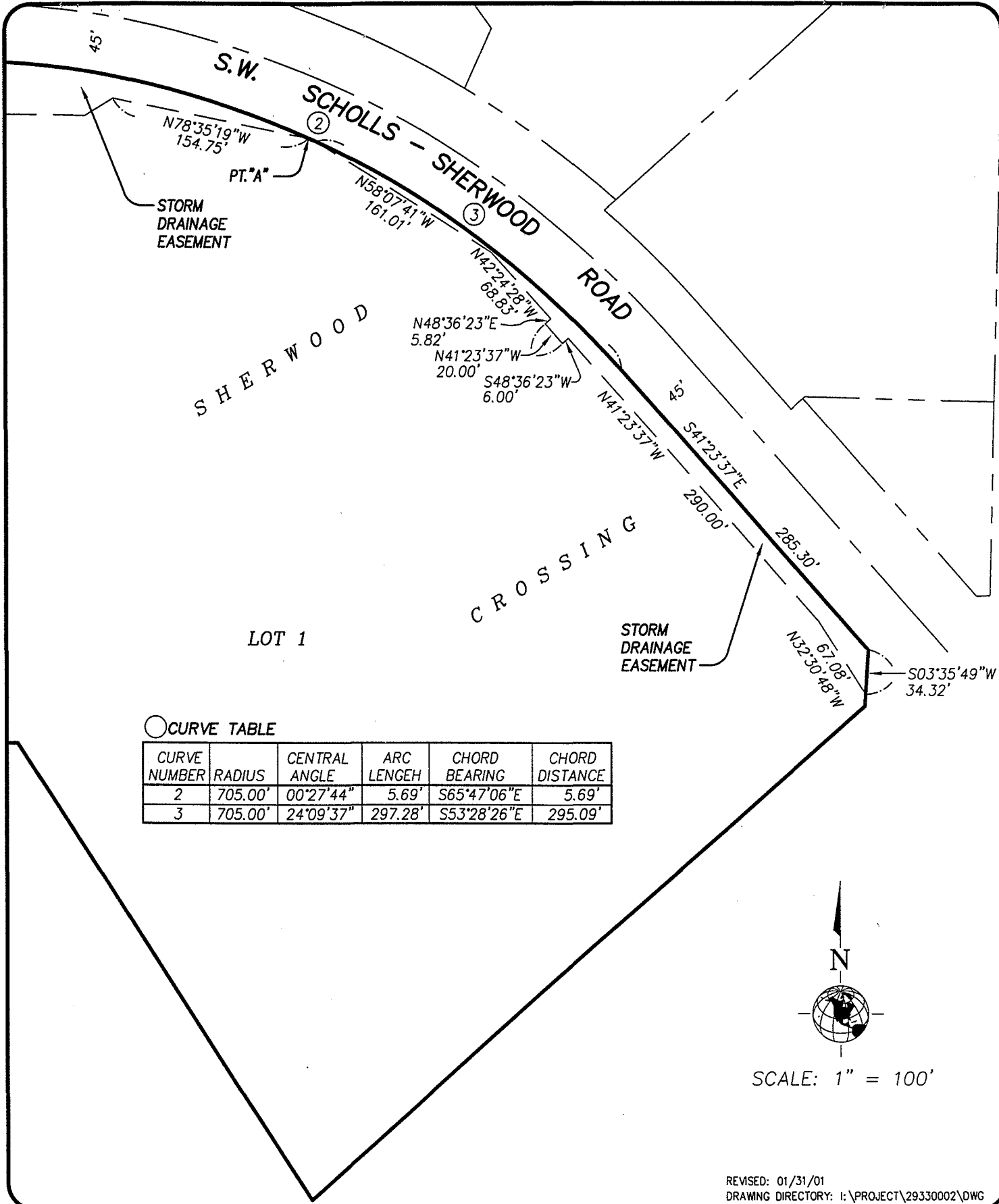
REVISED: 01/31/01
DRAWING DIRECTORY: I:\PROJECT\29330002\DWG

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W&H PACIFIC
8405 S.W. NIMBUS AVENUE
BEAVERTON, OREGON 97008
(503) 626-0455

EXHIBIT MAP FOR A STORM DRAINAGE EASEMENT FOR REGENCY REALTY, INC. IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

DATE	01/18/01
PROJECT NO.	817691.003
DRAWING NO.	SSRCX02.DWG
SHEET	1 OF 2



W&H PACIFIC
 8405 S.W. NIMBUS AVENUE
 BEAVERTON, OREGON 97008
 (503) 626-0455

**EXHIBIT MAP FOR A STORM DRAINAGE EASEMENT
 FOR REGENCY REALTY, INC.
 IN THE SOUTHWEST QUARTER
 OF THE NORTHWEST QUARTER OF SECTION 29,
 TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN
 IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON**

DATE
01/18/01
 PROJECT NO.
817691.003
 DRAWING NO.
SSRCEX03.DWG
 SHEET
2 OF 2

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