



01070856200700131740020025

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

Richard Hobernicht  
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



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After recording return to:  
City of Sherwood  
22560 SW Pine Street  
Sherwood, OR 97140

### NON-REMONSTRANCE AGREEMENT

In consideration of Land Use Approval (SP 06-03) by the City of Sherwood, Washington County, Oregon (the receipt of which is hereby acknowledged), I/we, Pat Enstrom, Enstrom Landscape Management, Inc., as owners of the real property described below, freely give our consent (on behalf of ourselves, our heirs, successors and/or assigns) to the formation of local improvement districts (LIDs) consistent with the terms of City ordinance and/or state law by the City of Sherwood, Washington County, Oregon for the purposes of making, installing, constructing and/or improving existing or future improvements to the City streets, sidewalks, parks, sanitary and/or storm sewer systems, water systems or other public utility systems upon, abutting and/or benefiting our property and as specified in the Land Use Decision (SP 06-03), including but not limited to:

- a. The extension of SW Galbreath Drive and the associated utilities.
- b. The extension of and connection to public sanitary sewer.
- c. The extension of and connection to the City of Sherwood water system.
- d. The under grounding of all overhead utilities.

I/we expressly waive (on behalf of ourselves, heirs, successors and/or assigns) all present and/or future rights to oppose or remonstrate against the formation of any LID for the above public improvements, reserving to ourselves our heirs, successors and assigns only the ability to contest the inclusion of particular cost item(s) in the LID, proposed assessment formulae used in the LID and financing rights under Oregon law for participants in LIDs.

The real property that is the subject of this non-remonstrance agreement is described as follows:

#### PROPERTY DESCRIPTION

*A tract of land situated in Section 28, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, and being a portion of Parcel 2, PARTITION PLAT 1999-43, being described as follows:*

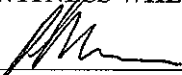
*Beginning at the North one-quarter of said Section 28 and running thence South 00°22'25" West 200.88 feet; thence North 69°50'22" East 246.50 feet to the true point of beginning; thence South 00°33'30" East 473.46 feet; thence South 89°37'15" East 246.74 feet; thence North 00°22'45" East 568.64 feet to the Northeast corner of said Parcel 2; thence South 69°50'22" West to the true point of beginning.*

*TOGETHER WITH rights over that certain public easement recorded July 6, 1900 in Commissioner's Journal No. 9, page 48.*

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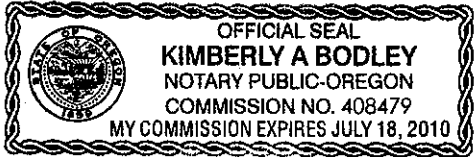
The person(s) signing below hereby expressly acknowledge that he/she/they have the full and lawful authority to waive the rights above and sign this document as owner(s) or on behalf thereof.

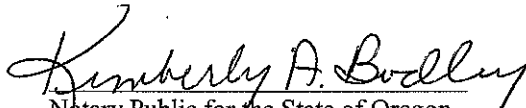
IN WITNESS WHEREOF, we set our hands this 14<sup>th</sup> day of December, 2006

  
Signature PATRIK ENSTROM

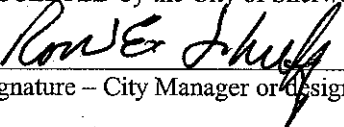
STATE OF OREGON   )  
  ) ss  
County of Washington   )

This instrument was acknowledged before me on the 14<sup>th</sup> day of December, 2006 by Pat Enstrom as **President of Enstrom Landscape Management, Inc.**



  
Notary Public for the State of Oregon  
My commission expires: July 18, 2010

ACCEPTED by the City of Sherwood on this 20<sup>th</sup> day of January, 2007.

  
Signature – City Manager or designee