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



5
276
11
Tax Statements to be sent to:

Sherwood School District
23295 SW Main Street
Sherwood, Oregon 97140

After recording, please return to:
City of Sherwood
Engineering Department
22560 SW Pine St
Sherwood, OR 97140

STORM FILTER AGREEMENT

THIS 13th DAY OF August, 2008

The Sherwood School District is the owner of the real property subject to this Storm Filter Agreement, commonly known as Sherwood High School Stadium, Sherwood, Washington County, Oregon, 97140, and more particularly described as:

Sherwood High School Stadium
Sherwood High School
16956 SW Meinecke Road
Sherwood, Oregon 97140

In consideration of the City of Sherwood approving the installation of a storm water filtering facility located on this site, Owner and his/her successors in interest to title, hereby accept and agree to the terms and conditions contained in this Storm Filter Agreement and the City of Sherwood Construction Standards.

This agreement is appurtenant to the real property described herein, and shall bind and obligate any future successors in title to Owner. The Storm Filter Agreement shall be perpetual in nature, but may be modified only in writing, with consent by the then current Owner and approval by the City of Sherwood.

Exhibit 1: Permanent Access Easement. Attached hereto is a permanent access easement to facilitate the terms of this agreement.

Exhibit 2: Site Plan. Attached hereto is a site plan showing the storm water treatment facility location, the source of run-off entering the facility, and where storm water will be discharged after leaving the facility.

Owner shall be financially responsible for all costs and expenses necessary to comply with the terms and conditions of the Storm Filter Agreement and for future operations and maintenance of the storm water management facility described herein.

[Signature]
Signature of Owner

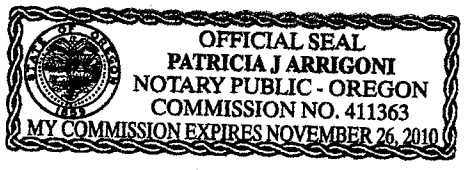
8/13/08
Date

STATE OF OREGON)
) ss.
County of Washington)

Subscribed and sworn to before me this 13th day of August, 2008.

Patricia J Arrigoni
Notary Public for Oregon

[Signature]
Tom Pessemier
Community Development Director
City of Sherwood



Sept 16, 2008
Date
[Signature]
Jim Patterson
City of Sherwood
9/16/08
Date

WATER QUALITY FACILITY EASEMENT

DATED: August 13, 2008

AFTER RECORDING RETURN TO:

City of Sherwood
Engineering Department
22560 SW Pine Street
Sherwood, OR. 97140

BETWEEN:

Grantors:
Sherwood School District
23295 SW Main Street
Sherwood, Oregon 97140

Grantee:
City of Sherwood
22560 SW Pine Street
Sherwood, OR. 97140

THIS GRANT OF A PERMANENT WATER QUALITY FACILITY EASEMENT is made by and between Sherwood School District, its successors and assigns ("Grantor") and the City of Sherwood, an Oregon municipal corporation, its successors and assigns ("Grantee" or "City") for the consideration hereinafter stated. The permanent public water quality easement exists over, under, through, across and along the full width and length of the premises described as follows, ("Easement Area") to wit:

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

The true and actual consideration paid for this transfer is \$00.00 and other good and valuable consideration, the receipt of which is acknowledged by Grantor. This document is intended to establish a permanent easement on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein.

TO HAVE AND TO HOLD the above described permanent easement unto City in accordance with the conditions and covenants as follows:

1. The permanent water quality facility easement includes the right, privilege, and authority granted to the City to excavate for, and to construct, build, install, lay, patrol, operate, maintain, and repair a water quality facility, with all appurtenances incident thereto or necessary therewith, and across the Easement Area, and to cut and remove from it any trees and other obstructions which may endanger the safety or interfere with the use of said water quality facility and any appurtenances attached to or connected therewith.
2. City upon the initial installation (as applicable) and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, will 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.

3. Grantors may, at his/her/their option and expense, relocate the easement and associated public appurtenances, provided City agrees in writing in advance to the relocation and the City determines the relocation will comply with applicable codes and standards, land use laws and regulations.
4. Grantors will not obstruct or permit anyone else to obstruct the Easement Area. Grantor will not construct or permit anyone else to construct any building or structure of any kind in the Easement Area. Grantor will not perform or permit anyone else to perform any fill or excavation activities within the Easement Area without the City's prior written consent. Grantors will not endanger or permit anyone else to endanger the lateral support of any facilities constructed within the Easement Area.
5. Grantors hereby covenant that Grantors are the owner of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and that Grantors will warrant and defend the easement rights herein granted from all claims whatsoever.

IN WITNESS WHEREOF, the undersigned grantor has executed this easement this ~~13~~ 13 day of ~~August~~ August 2008.

GRANTORS: *[Signature]*

STATE OF OREGON)
)ss
 County of Washington)

On this 13 day of August, 2008, before me, a notary public in and for said County and State, personally appeared Dan C. Jamison 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.

Patricia J Arrigoni
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/26/2010

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 16th day of September, 2008



[Signature]
 Tom Pessemer
 Community Development Director

[Signature]
 Jim Patterson
 City Manager

Sept 16, 2008
 Date

9-16-08
 Date

EXHIBIT A

LEGAL DESCRIPTION PERMANENT WATER QUALITY FACILITY EASEMENT

Being a 15.00 foot wide easement over a portion of that property described in that Warranty Deed to Union High School District # 9 Joint (Sherwood) recorded in Deed Book 563 Page 618 on August 10, 1965, Washington County Deed Records located in the Northeast One Quarter of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, Washington County, Oregon said 15.00 foot wide easement being more particularly described as follows:

Commencing at a point on the north right of way line of SW Villa Road (established as being 30.00 feet from the most southerly line of Tract 1 of Deed Book 563, Page 618, Washington County Deed Records) at its intersection with the west line of Tract II as described in said Deed Book 563, Page 618;

Thence S89°08'00"W, along said north right of way line, 373.53 feet to the Point of Beginning of said 15.00 foot wide easement;

Thence leaving said north right of way line N00°53'54"W, 435.90 feet;

Thence N27°58'26"E, 122.55 feet;

Thence N62°01'34"W, 15.00 feet;

Thence S27°58'26"W, 126.41 feet;

Thence S00°53'54"E, 439.75 feet to a point on said north right of way line;

Thence N89°08'00"E, along said north right of way line, 15.00 feet to the Point of Beginning.

Containing 8,435 square feet more or less.

This legal description along with the basis of bearings thereof was established based that Warranty Deed recorded in Deed Book 563 Page 618 on August 10, 1965, Washington County Deed Records.

The intent of the legal description is to describe a 15.00 easement to provide access to the newly constructed water quality facilities associated with Football Grandstands improvements.

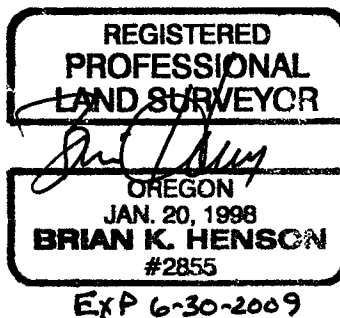
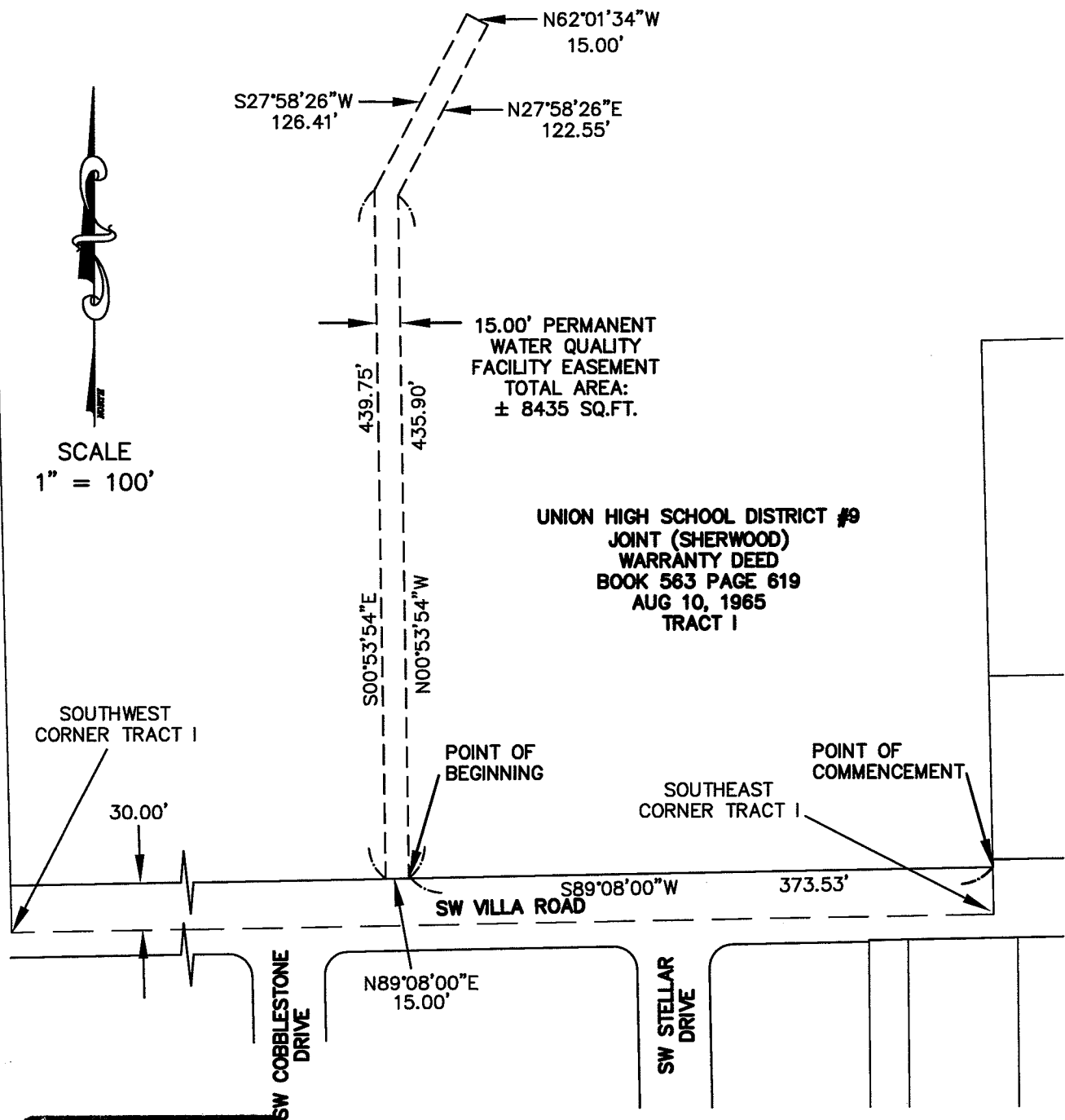
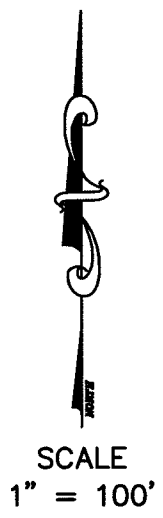


EXHIBIT "B"
AUGUST 12, 2008



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian K. Henson
OREGON
JAN. 20, 1998
BRIAN K. HENSON
#2855

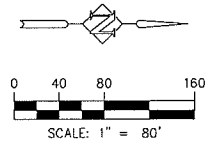
EXP: 6/30/09



**Harper
Houf Peterson
Righellis Inc.**

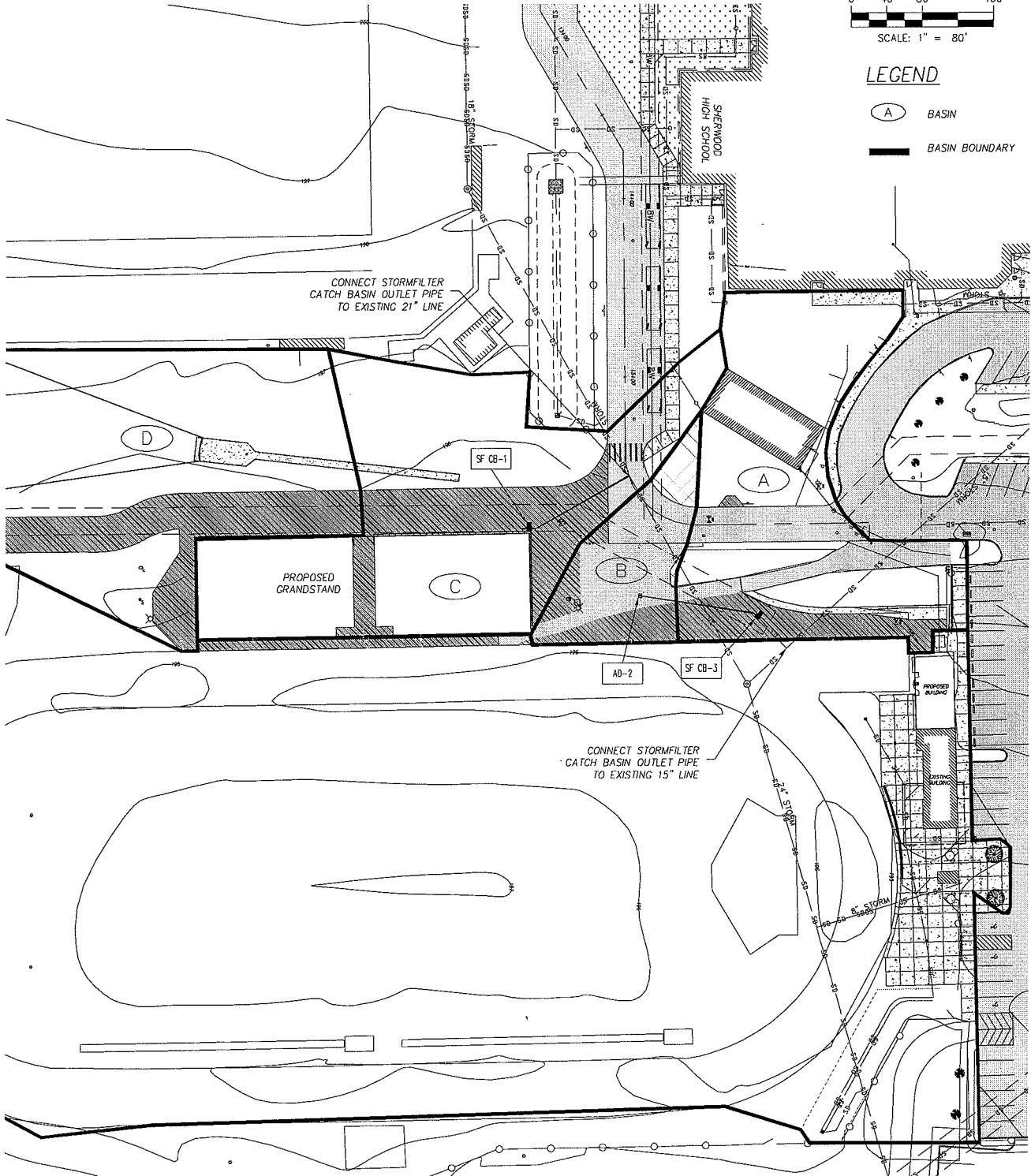
ENGINEERS + PLANNERS + SURVEYORS
205 SE SPOKANE STEET, SUITE 200, PORTLAND, OR 97202
TEL 503.221.1131 www.hhpr.com FAX 503.221.1171

STRUCTURE	CONTRIBUTING BASIN	IMPERVIOUS AREA (SF)
SF CB-1	C	15,362
SF CB-3	A & B	6,165



LEGEND

- (A) BASIN
- BASIN BOUNDARY



SHEET NO. EX 2	DESIGNED:	AMG	
	DRAWN:	AMG	
	CHECKED:	BRA	
	DATE:	SEPTEMBER 2008	
JOB NO. DOW-09	REVISIONS		
	DATE	NO.	DESCRIPTION

HHPR Harper Houf Peterson Righellis Inc.
 LANDSCAPE ARCHITECTS & SURVEYORS
 205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

EXHIBIT 2 SITE PLAN
SHERWOOD HS GRANDSTAND
 SHERWOOD, OREGON