



01325547200900080740040049
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, Director of Assessment and Taxation, Ex-Officio County Clerk



WATER QUALITY FACILITY EASEMENT

DATED: JAN. 14, 2009

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantor:
Woodhaven Crossing II, LLC
17933 NW Evergreen Parkway, Suite 300
Beaverton, OR 97006

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 Woodhaven Crossing II, LLC, an Oregon limited liability company, 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.

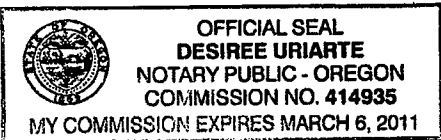
IN WITNESS WHEREOF, the undersigned grantor has executed this easement this 14th day of JAN., 2009.

GRANTOR: WOODHAVEN CROSSING II, LLC

By: [Signature]
Sean Keys, Manager

STATE OF OREGON)
) SS.
County of Washington)

Personally appeared the above named Sean Keys, as a duly authorized representative of Woodhaven Crossing II, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the company.



Before Me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: March 6, 2011

GRANTEE:

Accepted on behalf of The City of Sherwood.

This 30 day of JANUARY, 2009

[Signature]
Robert Galati
City Engineer

1-30-09
Date

[Signature]
James Patterson
City Manager

1-30-09
Date

**EXHIBIT A
PUBLIC SWALE EASEMENT
CREEKVIEW CONDOMINIUMS
DESCRIPTION
October 19, 2007**

A tract of land located in the southeast one-quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon, and being described as follows:

Commencing at a point on the northwesterly right-of-way line of State Highway 99 West, 50.00 feet right of, when measured at right angles to, the centerline of said highway at station 433+03.26 P.T. as shown on Oregon State Highway Division Drawing No. 7B-15-19; thence northeasterly along said northwesterly right-of-way line, which line is 50 feet northwesterly of and parallel with the centerline of said State Highway 99 West, said centerline being a 400 foot spiral curve right with an S value of 00°48'00" (the northwesterly right-of-way line chord bears N.44°05'15"E., 3.26 feet); thence continuing along said northwesterly right-of-way line N.17°51'49"W., 22.66 feet to a point 70.00 feet right of the centerline of said highway at station 432+89.35; thence continuing northeasterly along said northwesterly right-of-way line, which line is 70 feet northwesterly of and parallel with the centerline of said State Highway 99 West, said centerline being a 400 foot spiral curve right with an S value of 00°48'00" (the northwesterly right-of-way line chord bears N.44°05'58"E., 63.86 feet) to the most easterly corner of that tract of land described in Document No. 2006-118571, Washington County Records; thence N.45°38'33"W. along the easterly line of said Document No. 2006-118571, a distance of 68.54 feet to the **True Point of Beginning** of the herein described tract; thence tracing said easterly line along the following courses: N.02°47'15"W., 111.21 feet; N.55°19'36"W., 128.82 feet; and S.53°01'19"W., 54.60 feet; thence leaving said easterly line S.45°38'33"E., 216.74 feet to the True Point of Beginning.

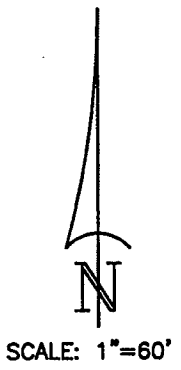
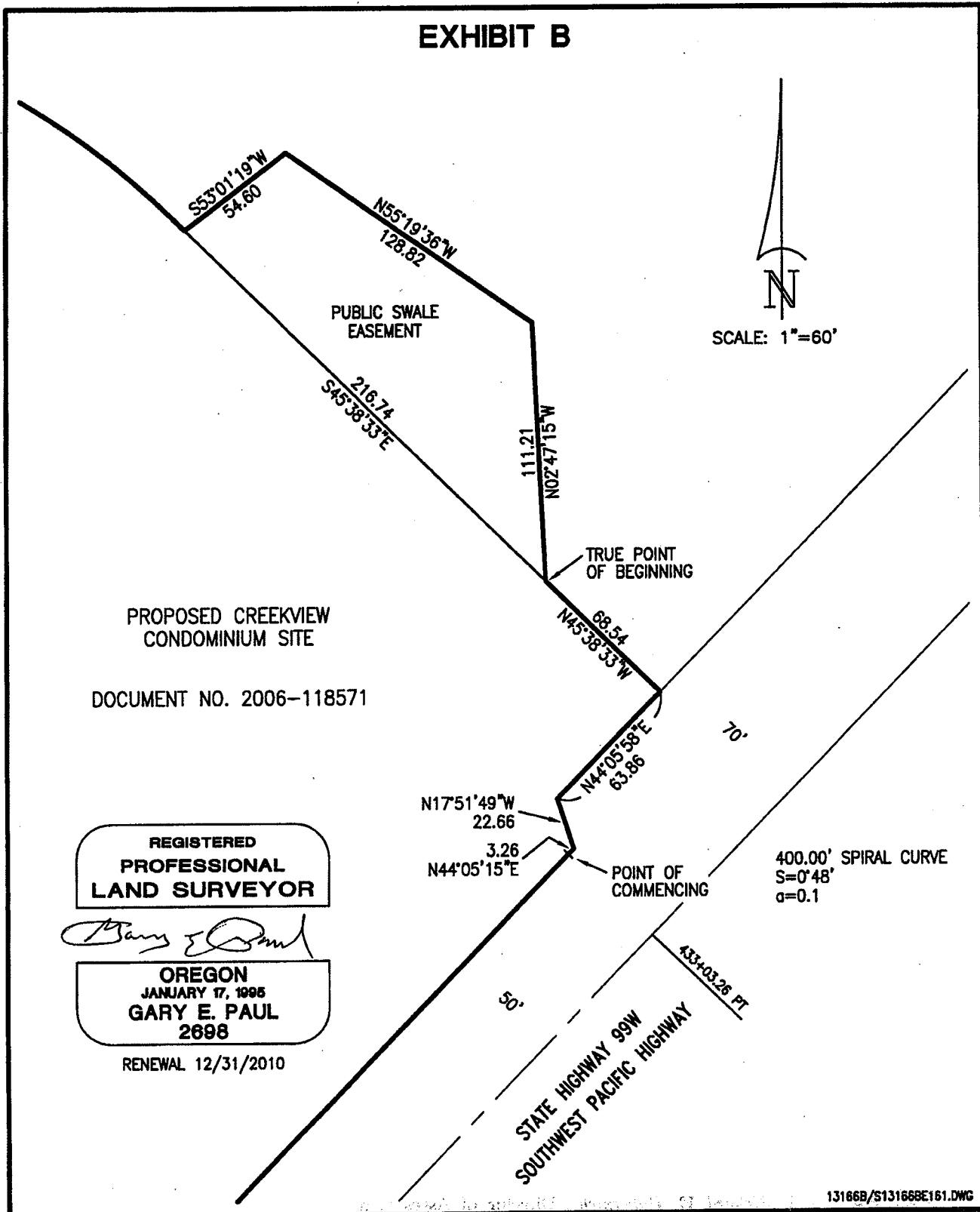
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Gary E. Paul

**OREGON
JANUARY 17, 1995
GARY E. PAUL
2698**

RENEWAL 12/31/2010

EXHIBIT B



PROPOSED CREEKVIEW
CONDOMINIUM SITE
DOCUMENT NO. 2006-118571

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Gary E. Paul

**OREGON
JANUARY 17, 1995
GARY E. PAUL
2698**

RENEWAL 12/31/2010

N17°51'49"W
22.66
3.26
N44°05'15"E

POINT OF COMMENCING

400.00' SPIRAL CURVE
S=0°48'
α=0.1

STATE HIGHWAY 99W
SOUTHWEST PACIFIC HIGHWAY
433+03.28 PT

13166B/S131668E161.DWG

**PUBLIC SWALE EASEMENT
CREEKVIEW PROJECT
SE1/4 SECTION 30, T.2S., R.1W., W.M.
CITY OF SHERWOOD
WASHINGTON COUNTY, OREGON
OCTOBER 19, 2007**

otak
Incorporated

surveyors
engineers
planners

17355 S.W. BOONES FERRY ROAD
LAKE OSWEGO, OREGON 97035
(503)635-3618 FAX (503)635-5395



I, *Richard W. Hobernicht*, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: *March 11, 2009*

By: *C White Deputy*

Recorded Document

2009-008074

Water Quality Facility Easement
Reference pages

Not a part of record. For reference use only.

Sylvia Murphy

From: Sylvia Murphy
Sent: Thursday, March 12, 2009 3:43 PM
To: Stephanie Guediri
Subject: RE: Creekview Condos - Recorded Documents

Thanks a million Stephanie,

I'll place a copy of this email in the file along with the recorded documents. For the record, this email pertains to the following Washington County recorded documents:

2009-008074
2009-008753
2009-008752
2009-008754

Sylvia Murphy, City Recorder
murphys@ci.sherwood.or.us
Ph: 503-625-4246
Fax: 503-625-4254

-----Original Message-----

From: Stephanie Guediri
Sent: Thursday, March 12, 2009 3:21 PM
To: Sylvia Murphy
Subject: Creekview Condos - Recorded Documents

Hi Sylvia. Please find attached a link to 4 recorded documents for Creekview Condominiums (#4019). These are not the original documents but only certified copies from Washington County.

Apparently, Washington County Recorder's Office released the originals to the title company instead of sending them directly to us. When I followed up with the project's Developer, Mr. Peter Brennan wrote via email that he sent them to the City of Sherwood Planning Department in care of Julia. However, Julia's staff has no knowledge of these documents. If in fact Julia does come across them at a later time, I will make sure that they get turned in to you.

Please let me know if you have any questions at all about these documents. I will put the hard copies of the certified documents in your inbox up here.

Steph