

25
31
54

WFG Title 11004801-20

Washington County, Oregon **2011-084111**
11/29/2011 11:17:32 AM
D-DW Cnt=1 Stn=7 K GRUNEWALD
\$25.00 \$5.00 \$11.00 \$15.00 - Total = \$56.00



01652961201100841110050052

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



RECORDING COVER SHEET
(Per ORS 205.234)

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet Do Not effect the transaction(s) contained in this instrument itself.

After recording return to:

City of Sherwood/City

Manager

22560 SW Pine Street

Sherwood, OR 97140

Mail Tax statements to:

same as above

Name(s) of Transaction(s):

Described in the attached instrument and required by ORS 205.234(a) (i.e. Warranty Deed)
Statutory Warranty Deed

Direct Party (per ORS 205.125 [1][b]) / **Grantor** (per ORS 205.160):

Jill Frost, Karen L. Downs & Gary Stein, as joint tenants with rights of survivorship and not as tenants in common

Indirect Party (per ORS 205.125[1][a]) / **Grantee** (per ORS 205.160):

The City of Sherwood

Consideration Paid (per ORS 93.030): **\$1,295,000**

Rerecorded at the request of WFG to correct acceptance language
Previously recorded as Fee No. 2011-057692.

(Legal description if corrected is attached to included certified document of the original)

After Recording Return To:

City of Sherwood
Attn: City manager
22560 SW Pine Street
Sherwood, OR 97140

ACCEPTANCE OF DEED

The conveyance as set forth in Deed recorded on August 22, 2011, as Recording Number 2011-057692 is hereby confirmed and accepted by the City of Sherwood as evidenced by my signature hereunder.

City of Sherwood

By: _____

Tom Pessemier
City Manager Pro Tem

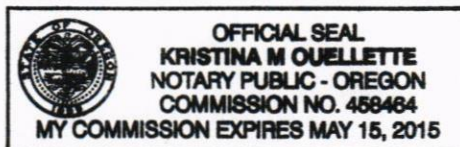
State of Oregon
County of Washington

The foregoing instrument was acknowledged before me this 28th day of November, 2011, by Tom Pessemier as City Manager, Pro Tem of the City of Sherwood.

Kristina M Ouellette

Notary Public for Oregon

My commission expires: May 15th 2015



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1295

After recording return to: (Name, Address, Zip)
City of Sherwood Att City Manager
22560 SW Pine Street
Sherwood, OR 97140

Until requested otherwise, send all tax statements to:
Same As Above
ORDER NO: 11004801



01623436201100576920030039

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



Space Above Reserved for Recorder's Use

STATUTORY WARRANTY DEED

(Individual Grantor)

Jill Frost, Karen L. Downs & Gary Stein, as joint tenants with *
~~Karen Downs, Jill Frost, and Gary Stein, trustees of the Stein Family Trust dated February 12, 1998,~~
Grantor, conveys and warrants to The City of Sherwood Grantee,
the following described real property free of encumbrances, except as specifically set forth herein,
situated in Washington County, State of Oregon, to wit:

*rights of survivorship and
not as tenants in common

See Legal Description attached hereto as Exhibit "A"

Subject to and excepting: Covenants, Conditions, Restrictions and Easements of record.

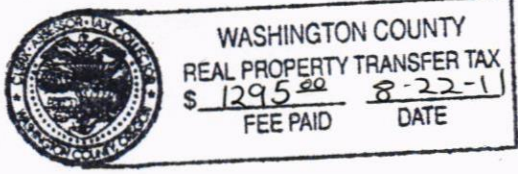
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true and actual consideration for this conveyance is \$1,295,000.00. (Here, comply with the requirements of ORS 93.030.)

Dated this 13 day of August, 2011

Karen L. Downs
Karen Downs, Individually and as Trustee
Mary T. Stein
Gary Stein, Individually and as Trustee

Susan Jill Frost
Jill Frost, Individually and as Trustee



State of Oregon
County of Clatsaman

The foregoing instrument was acknowledged before me this 17 day of August 2011, by Karen Downs, Jill Frost, and Gary Stein.



Jennifer A. Connell
Notary Public in and for the State of Oregon
My commission expires: 4/14/14

RECEIVED

SEP 06 2011

CITY OF SHERWOOD

SEE ATTACHED FORM FOR NOTARY CERTIFICATE

WFG Title 11004801-10

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of that certain tract of land in the Northeast quarter of Section 36, Township 2 South, Range 2 West, of the Willamette Meridian, in the County of Washington and State of Oregon, described in Deed to Alfred Stein and Anna E. Stein, recorded in Book 140, Page 107, Washington County, Oregon Deed Records, said portion more particularly described as follows:

BEGINNING at a point on the South line of said Northeast quarter, which point bears North 89°46' West 280.0 feet from the Southeast corner thereof, a point in the center of Kruger Road (County Road No. 101); and running thence along said South line, North 89°46' West 655.00 feet to a point; thence parallel with the East line of said Section 36, North 1006.45 feet to a point; thence parallel with the South line of said Northeast quarter, South 89°46' East 935.00 feet to a point on the East line thereof, in the center of Elwert Road (County Road No. A-163); thence along the East line of said Northeast quarter, South 727.58 feet to a point on the Westerly right-of-way line of SW Pacific Highway; thence along said highway line, South 45°14' West 394.33 feet to the place of beginning.

California All-Purpose Acknowledgment

State of California

County of San Luis Obispo

S.S.

On August 13, 2011 before me, M. Vega Humphrey Notary Public

Name of Notary Public, Title

personally appeared Gary Timm Stein

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. Vega Humphrey
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Statutory Warranty Deed containing 1 pages, and dated August 13, 2011.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s), Entity(ies) Signer is Representing

| Additional Information | |
|---|---|
| Method of Signer Identification | |
| Proved to me on the basis of satisfactory evidence: | |
| <input type="checkbox"/> form(s) of identification | <input type="checkbox"/> credible witness(es) |
| Notarial event is detailed in notary journal on: | |
| Page # _____ | Entry # _____ |
| Notary contact: _____ | |
| Other | |
| <input type="checkbox"/> Additional Signer | <input type="checkbox"/> Signer(s) Thumbprints(s) |
| <input type="checkbox"/> | _____ |



WASHINGTON COUNTY
OREGON

October 13, 2011

The City of Sherwood
Attn: City Manager
22560 SW Pine St
Sherwood, OR 97140

RE: Map & Taxlot Number 2S23600-00206

RECEIVED

OCT 19 2011

CITY OF SHERWOOD

Dear: Property Owner,

We are in receipt of our copy of document number 2011-057692 which was recorded 8/22/11 .

This courtesy letter is to inform you that a possible error exists in your document. Your attention to this matter will possibly divert some future problems.

Problem Summary: This document is missing an acceptance statement as required by ORS 93.808. We notified WFG of this issue in August and have yet to receive a response.

Please contact WFG Title if you need assistance in correcting and re-recording this document to add the missing acceptance statement.

If you have any questions, please write or call (503) 846-8871, Monday through Friday, between 8:30am and 5:00pm.

Very Truly Yours,

Department of Assessment and Taxation
Richard W. Hobernicht, Director

By: Karin Veal
Cartography and Records Division
karin_veal@co.washington.or.us

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1295

Washington County, Oregon
08/22/2011 11:50:01 AM
D-DW Cnt=1 Stn=7 K GRUNEWALD
\$15.00 \$5.00 \$11.00 \$15.00 \$1,295.00 - Total = \$1,341.00

2011-057692

After recording return to: (Name, Address, Zip)
City of Sherwood Att City Manager
22560 SW Pine Street

Sherwood, OR 97140

Until requested otherwise, send all tax statements to:
Same As Above

ORDER NO: 11004801



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



Missing Acceptance from City of Sherwood

Space Above Reserved for Recorder's Use

STATUTORY WARRANTY DEED

(Individual Grantor)

~~Karen Downs, Jill Frost, and Gary Stein, Trustees of the Stein Family Trust dated February 12, 2008~~
Grantor, conveys and warrants to The City of Sherwood Grantee,
the following described real property free of encumbrances, except as specifically set forth herein,
situated in Washington County, State of Oregon, to wit:

*rights of survivorship and
not as tenants in common

See Legal Description attached hereto as Exhibit "A"

Subject to and excepting: Covenants, Conditions, Restrictions and Easements of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true and actual consideration for this conveyance is \$1,295,000.00. (Here, comply with the requirements of ORS 93.030.)

Dated this 13 day of August, 2011

Karen Downs
Karen Downs, Individually and as Trustee

Jill Frost
Jill Frost, Individually and as Trustee

Gary Stein
Gary Stein, Individually and as Trustee



WASHINGTON COUNTY
REAL PROPERTY TRANSFER TAX
\$ 1295.00 8-22-11
FEE PAID DATE

State of Oregon
County of Clackamas

The foregoing instrument was acknowledged before me this 17 day of August 2011, by Karen Downs, Jill Frost, and Gary Stein.

OFFICIAL SEAL
JENNIFER A CONNELL
NOTARY PUBLIC-OREGON
COMMISSION NO. 448328
MY COMMISSION EXPIRES APRIL 14, 2014

Jennifer A Connell
Notary Public in and for the State of Oregon
My commission expires: 4/14/14

SEE ATTACHED FORM FOR
NOTARY CERTIFICATE

WFG Title 11004801-10

After Recording Return To:

City of Sherwood
Attn: City manager
22560 SW Pine Street
Sherwood, OR 97140

ACCEPTANCE OF DEED

The conveyance as set forth in Deed recorded on August 22, 2011, as Recording Number 2011-057692 is hereby confirmed and accepted by the City of Sherwood as evidenced by my signature hereunder.

City of Sherwood

By: [Signature]
City Manager Pro Tem

State of Oregon
County of Washington

The foregoing instrument was acknowledged before me this 20th day of November, 2011, by Tom Pessemier as City Manager, Pro Tem of the City of Sherwood.

[Signature: Kristina Ouellette]
Notary Public for Oregon
My commission expires: May 15th 2015



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After recording return to: (Name, Address, Zip)
City of Sherwood Att City Manager
22560 SW Pine Street

Sherwood, OR 97140

Until requested otherwise, send all tax statements to:

Same As Above

ORDER NO: 11004801



01623436201100576920030039

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



Space Above Reserved for Recorder's Use

STATUTORY WARRANTY DEED

(Individual Grantor)

Jill Frost, Karen L. Downs & Gary Stein, as joint tenants with *
~~Karen Downs, Jill Frost, and Gary Stein, trustees of the Stein Family Trust created February 12, 1998,~~
Grantor, conveys and warrants to The City of Sherwood Grantee,
the following described real property free of encumbrances, except as specifically set forth herein,
situated in Washington County, State of Oregon, to wit:

*rights of survivorship and

See Legal Description attached hereto as Exhibit "A" not as tenants in common

Subject to and excepting: Covenants, Conditions, Restrictions and Easements of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

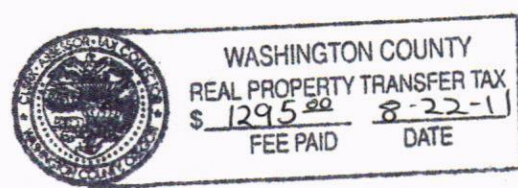
The true and actual consideration for this conveyance is \$1,295,000.00. (Here, comply with the requirements of ORS 93.030.)

Dated this 13 day of August, 2011

Karen L. Downs
Karen Downs, Individually and as Trustee

Jill Frost
Jill Frost, Individually and as Trustee

Gary Stein
Gary Stein, Individually and as Trustee



State of Oregon
County of Clatsaman

The foregoing instrument was acknowledged before me this 17 day of August 2011, by Karen Downs, Jill Frost, and Gary Stein.



Jennifer A Connell
Notary Public in and for the State of Oregon
My commission expires: 04/14/14

RECEIVED

SEP 06 2011

CITY OF SHERWOOD

COPY

SEE ATTACHED FORM FOR NOTARY CERTIFICATE

WFG Title 11004801-10

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of that certain tract of land in the Northeast quarter of Section 36, Township 2 South, Range 2 West, of the Willamette Meridian, in the County of Washington and State of Oregon, described in Deed to Alfred Stein and Anna E. Stein, recorded in Book 140, Page 107, Washington County, Oregon Deed Records, said portion more particularly described as follows:

BEGINNING at a point on the South line of said Northeast quarter, which point bears North 89°46' West 280.0 feet from the Southeast corner thereof, a point in the center of Kruger Road (County Road No. 101); and running thence along said South line, North 89°46' West 655.00 feet to a point; thence parallel with the East line of said Section 36, North 1006.45 feet to a point; thence parallel with the South line of said Northeast quarter, South 89°46' East 935.00 feet to a point on the East line thereof, in the center of Elwert Road (County Road No. A-163); thence along the East line of said Northeast quarter, South 727.58 feet to a point on the Westerly right-of-way line of SW Pacific Highway; thence along said highway line, South 45°14' West 394.38 feet to the place of beginning.

California All-Purpose Acknowledgment

State of California

County of San Luis Obispo

S.S.

On August 13, 2011 before me, M. Vega Humphrey Notary Public
Name of Notary Public, Title

personally appeared Gary Timm Stein
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. Vega Humphrey
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Statutory Warrant Deed containing 1 pages, and dated August 13, 2011.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s), Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

RECEIVED

OCT 11 2011

CITY OF SHERWOOD



7007 S.W. Cardinal Lane, Suite 145
Portland, Oregon 97224
503-431-8500

624-4900

October 01, 2011

City of Sherwood
Attn: City Manager
22560 SW Pine Street
Sherwood, OR 97140

File No.: 11004801

22895 SW Elwert Road.

Please find enclosed the original document(s) with regards to the above referenced matter:

- Title Policy (Copy or Original)
- Other

Please keep your Title Insurance Policy in a safe place.

If you have any questions regarding the policy please do not hesitate to contact the office noted above.

Enclosure(s)

pjs

**OWNER'S POLICY OF TITLE INSURANCE
ISSUED BY**



Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.



A handwritten signature in black ink, appearing to be a stylized name, located below the logo.

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

CONDITIONS (Continued)

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual Knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

CONDITIONS (Continued)

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance, or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

CONDITIONS (Continued)

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Williston Financial Group Claims Department at 340 Oswego Pointe Drive, Suite 100, Lake Oswego, Oregon 97034.

SCHEDULE A

Name and Address of Title Insurance Company:

WFG National Title Insurance Company
7007 SW Cardinal Lane, Suite 145, Portland, Oregon 97724

File No.: 11004801

Policy No.: WFG-O-11004801

Amount of Insurance: \$1,295,000.00

Premium: \$2,543.00

Date of Policy: August 22, 2011 at 11:50 AM

1. Name of Insured:

THE CITY OF SHERWOOD

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

THE CITY OF SHERWOOD

4. The land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

WFG National Title Insurance Company

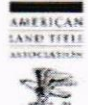


EXHIBIT "A"
LEGAL DESCRIPTION

A portion of that certain tract of land in the Northeast quarter of Section 36, Township 2 South, Range 2 West, of the Willamette Meridian, in the County of Washington and State of Oregon, described in Deed to Alfred Stein and Anna E. Stein, recorded in Book 140, Page 107, Washington County, Oregon Deed Records, said portion more particularly described as follows:

BEGINNING at a point on the South line of said Northeast quarter, which point bears North 89°46' West 280.0 feet from the Southeast corner thereof, a point in the center of Kruger Road (County Road No. 101); and running thence along said South line, North 89°46' West 655.00 feet to a point; thence parallel with the East line of said Section 36, North 1006.45 feet to a point; thence parallel with the South line of said Northeast quarter, South 89°46' East 935.00 feet to a point on the East line thereof, in the center of Elwert Road (County Road No. A-163); thence along the East line of said Northeast quarter, South 727.58 feet to a point on the Westerly right-of-way line of SW Pacific Highway; thence along said highway line, South 45°14' West 394.38 feet to the place of beginning.

WFG National Title Insurance Company



SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

STANDARD COVERAGE EXCEPTIONS:

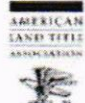
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

END OF STANDARD COVERAGE EXCEPTIONS

SPECIAL EXCEPTIONS:

6. 2011-2012 taxes, a lien not yet payable.
7. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property may be subject to additional taxes or penalties and interest.
8. Rights of the public in and to any portion of the herein described premises lying within the boundaries of Kruger Road (County Road No. 101) and Elwert Road (County Road No. A-163).
9. Any adverse claim based upon the assertion that:
 - a) Said land or portion thereof is now or at any time has been below the high water mark of an unnamed creek
 - b) Said land has been removed from or brought within the boundaries of the premises by the process of erosion or an avulsive movement of an unnamed creek or has been formed by a process of accretion or reliction or has been created by artificial fill.
 - c) Rights of the public and governmental bodies in and to any portion of the premises herein described lying below the high water mark of the unnamed creek, including any ownership rights which may be claimed by the State of Oregon below the high water mark.

WFG National Title Insurance Company



SCHEDULE B

10. No search has been made for Financing Statements filed in the office of the Secretary of State. Exception may be taken to such matters as may be shown thereby. No liability is assumed if a Financing Statement is filed in the office of the County Recorder covering timber, crops, fixtures or contracts on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.
11. Any unrecorded leases or rights of tenants in possession.

END OF SPECIAL EXCEPTIONS

WFG National Title Insurance Company

