

Washington County, Oregon **2015-027615**
D-E
 Stn=11 S PFEIFER **04/16/2015 09:34:09 AM**
 \$25.00 \$11.00 \$5.00 \$20.00 **\$61.00**

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

STORMWATER EASEMENT

DATED: January 26, 215

AFTER RECORDING RETURN TO:

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

BETWEEN:

Grantors:
 LF 11, LLC

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

THIS GRANT OF A PERMANENT STORMWATER EASEMENT is made by and between LF 11 LLC, 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 stormwater 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 stormwater 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 storm drainage system, 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 pipelines 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.

FIRST AMERICAN BLDERS 2015-072

First American Title Accommodation
 Recording Assumes No Liability

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 26th day of February, 2015

GRANTORS: LF 11, LLC

BY: VERGEPOINTE CAPITAL FUND XVI, LP A DELAWARE LIMITED PARTNERSHIP,
MEMBER

BY: VCFGP XVI, LLC, AN OREGON LIMITED LIABILITY COMPANY
GENERAL PARTNER

BY: VCJT, LLC, AN OREGON LIMITED LIABILITY COMPANY
SOLE MEMBER



JEFFREY D. SMITH, MANAGER



MATTHEW VANCE, MANAGER



SCOTT ROBERTS, MANAGER

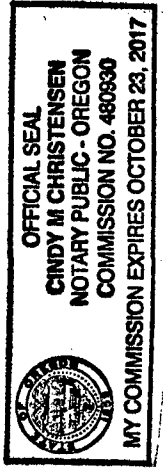
STATE OF OREGON)

County of Clackamas)^{ss}

On this 26th day of February 2015 before me, a notary public in and for said County and State, personally appeared Jeffery D. Smith 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.

Cindy M. Christensen
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-23-17



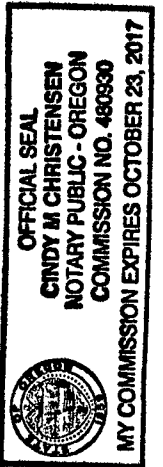
STATE OF OREGON)

County of Clackamas)ss

On this 27th day of February, 2015 before me, a notary public in and for said County and State, personally appeared Matthew Vance 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.

Cindy M. Christensen
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-23-17



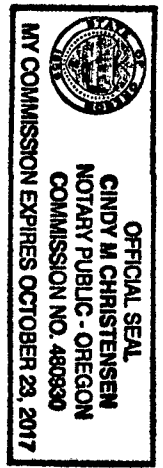
STATE OF OREGON)

County of Clackamas)ss

On this 27th day of February 2015 before me, a notary public in and for said County and State, personally appeared Scott Roberts 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.

Cindy M. Christensen
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-23-17



GRANTEE:

Accepted on behalf of The City of Sherwood.

This 9th day of APRIL, 2015

Robert J. Galati
Robert J. Galati, P.E.
City Engineer

Joseph Gall
Joseph Gall, ICMA-CM
City Manager

EXHIBIT 'A'

BEING A PORTION OF LOT 6, "CITY VIEW ADDITION" SUBDIVISION PLAT, WASHINGTON COUNTY RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON, AS SHOWN ON THE ATTACHED EXHIBIT 'B' AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF "CITY VIEW ADDITION"; THENCE NORTH 11°18'06" WEST, 10.00 FEET TO THE NORTHEAST CORNER OF A 10.00 FOOT EASEMENT RECORDED IN BOOK 1129 AT PAGE 360, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID EASEMENT SOUTH 77°57'10" WEST, 36.14 FEET; THENCE LEAVING SAID EASEMENT LINE NORTH 62°58'11" EAST, 37.54 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. PARK ROW; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 11°18'06" EAST, 9.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 175 SQUARE FEET MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

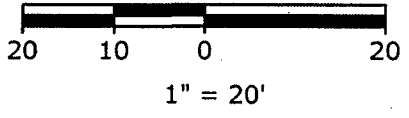
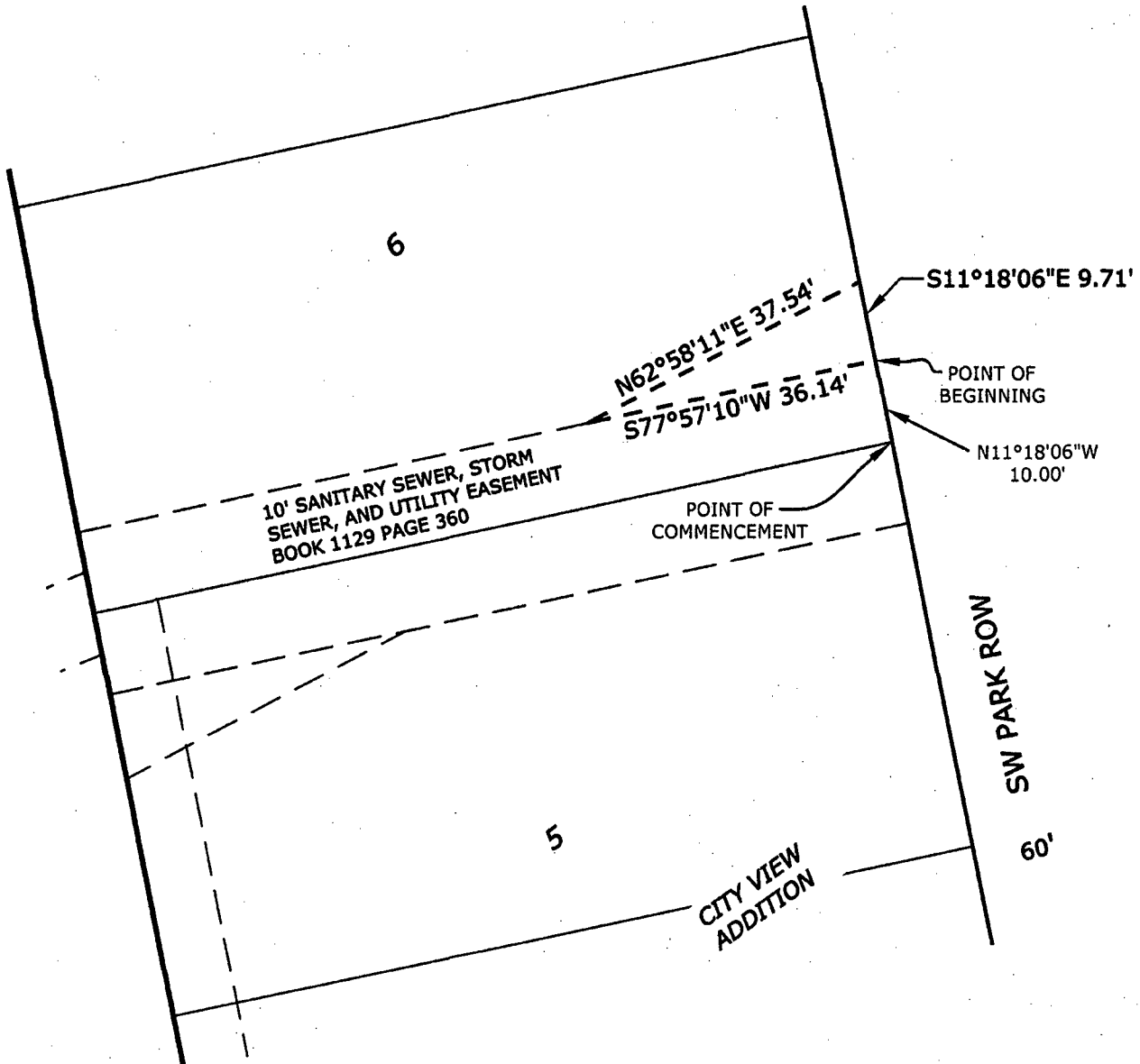


OREGON
DECEMBER 13, 2007
RYAN H. GODSEY
65604

RENEWS: 6/30/15

PREPARED BY CESNW, INC.

EXHIBIT 'B'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DECEMBER 13, 2007
RYAN H. GODSEY
65604

RENEWS: 6/30/15