



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, April 20, 2021

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

6:00 pm City Council & Planning Commission - Joint Work Session

6:30 City Council Work Session

7:00 pm City Council Regular Meeting

City Council Work Session
(Following the regular Council Session)

Pursuant to House Bill 4212 (2020), these meetings will be conducted electronically and will be live streamed at <https://www.youtube.com/user/CityofSherwood>



6:00 PM CITY COUNCIL & PLANNING COMMISSION

1. **Final draft Goals and Policies, Healthy and Valued Ecosystems**
(Erika Palmer, Planning Manager)

6:30 PM CITY COUNCIL WORK SESSION

2. **Update from Metro President Lynn Peterson**
(Joe Gall, City Manager)

7:00 PM REGULAR SESSION

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**
 - A. **Approval of April 1, 2021 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. **Approval of April 6, 2021 City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - C. **Resolution 2021-018 Authorizing the City Manager to execute a construction contract for the Hall Street pavement and storm rehabilitation project** (Craig Sheldon, Public Works Director)
 - D. **Resolution 2021-019 Forming and appointing the members of a Technical Advisory Committee and a Community Advisory Committee for the Sherwood West Concept Plan Re-look** (Erika Palmer, Planning Manager)

6. CITIZEN COMMENTS

Pursuant to House Bill 4212 (2020), citizen comments and testimony for public hearings must be submitted in writing to CityRecorder@Sherwoodoregon.gov. To be included in the record for this meeting, the email must clearly state either (1) that it is intended as a citizen comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended, and in either case must be received at least 24 hours in advance of the scheduled meeting time. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

7. PRESENTATIONS

- A. **Recognition of Eagle Scout Award Recipient** (Mayor Mays)

AGENDA

SHERWOOD CITY COUNCIL April 20, 2021

**6:00 pm City Council & Planning
Commission Joint Work Session**

6:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

City Council Work Session
(Following the Regular Council Session)

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B. TVF&R State of the District (TVF&R Chief Kenny Frentess, Deputy Chief of Operations)

8. NEW BUSINESS

A. Resolution 2021-020 Removing the Woodhaven Residential Parking Districts
(Jeff Groth, Police Chief)

9. PUBLIC HEARINGS

A. Ordinance 2021-002 Adding Chapter 9.66 to the Sherwood Municipal Code relating to use of City of Sherwood logos (*Second Hearing*) (Jake Reimer, Legal Extern)

B. Ordinance 2021-003 Approving annexation of 2.19 acres to the City of Sherwood and Clean Water Services, comprised of 1 lot and adjacent SW Brookman Road right-of-way within the Brookman Addition Concept Plan Area (*First Hearing*) (Eric Rutledge, Associate Planner)

10. CITY MANAGER REPORT

11. COUNCIL ANNOUNCEMENTS

12. CONVENE TO WORK SESSION

A. Outdoor Dining Program (Joe Gall, City Manager)

13. ADJOURN

How to Find out What's on the Council Schedule: City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

To Schedule a Presentation to the Council: If you would like to schedule a presentation to the City Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder, 503-625-4246 or MurphyS@sherwoodoregon.gov. If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or MurphyS@sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time.



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

Pursuant to House Bill 4212 (2020), this meeting will be conducted electronically and will be live streamed at <https://www.youtube.com/user/CityofSherwood>

April 1, 2021

SPECIAL MEETING

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 5:30 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Sean Garland, Renee Brouse and Russell Griffin. Councilor Kim Young arrived at 5:45 pm.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, Public Works Director Craig Sheldon, Police Chief Jeff Groth, IT Director Brad Crawford, Community Services Director Kristen Switzer, Community Development Director Julia Hajduk, HR Manager Christina Jones, and City Recorder Sylvia Murphy.
4. **NEW BUSINESS**

A. Resolution 2021-016, Appointing City Manager Pro Tem

City Manager Gall stated the resolution moves forward the recommendation made by the City Council at their previous work session in preparation for his departure in May. He said the resolution is a twostep process that would elevate Community Services Director Kristen Switzer to Assistant City Manager and then to City Manager Pro Tem when he departs.

City Attorney Soper added that the resolution incorporated everything previously discussed by the Council and there were not fixed dates for the transition to City Manager Pro Tem or the end of the duration of the City Manager, and these are based on whenever it is that Mr. Gall leaves and whenever it is that the new person is hired. He noted it also provides an increase in compensation for Ms. Switzer for the entire period as Assistant City Manager and City Manager Pro Tem.

Council President Rosener clarified with City Attorney Soper that Mr. Galls contract allows him to stay for 60 days for the transition and the clauses mentioned are to give the Council flexibility if Mr. Gall decides to leave earlier, without having to come back and consider another resolution. Mr. Soper confirmed. Council President Rosener thanked City Manager Gall for this 8 plus years of service and said he will be missed and that he is very excited to have Kristen step in. With no other comments, the following motion was received.

MOTION: FROM COUNCILOR GRIFFIN TO ADOPT RESOLUTION 2021-016 APPOINTING CITY MANAGER PRO TEM, SECONDED BY COUNCILOR BROUSE. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR (COUNCILOR YOUNG WAS ABSENT).

Mayor Mays convened to a work session and Councilor Young arrived and participated in discussions.

5. CONVENE TO WORK SESSION

B. City Manager Recruitment Firm Proposals

City Manager Gall stated he received five (5) different proposals from various firms for the City Manager recruitment that he forwarded to the Council (see record). He stated he sent to the Council a one page summary (see record) of the proposals, highlighting timeline, City Manager recruitments in Oregon for the last two years, a range of estimated costs and whether or not the firms guaranteed that if the City hires someone through their process and that person resigns or is terminated within one year of the appointment that the firm will do the process again. Mr. Gall stated this is standard with recruitment firms. He stated the process came together very quickly with him contacting the firms and receiving proposals within a week.

Mayor Mays commented on the Council process and suggested selecting 2-3 firms and then having a few Council members contact those firms to gather additional information about the firms and feedback from their references, and then bring that information back to the Council for discussion. Council discussion followed on the five proposals received. Council agreed on the suggested process and selected the following three firms to follow up with: SGR Strategic Government Resources, Novak Consulting Group, and Jensen Strategies. Councilor's Young, Griffin and Rosener agreed to follow up with the firms and bring back information at the next Council meeting.

6. Mayor Mays adjourned the work session at 6:10 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

Pursuant to House Bill 4212 (2020), this meeting will be conducted electronically and will be live streamed at <https://www.youtube.com/user/CityofSherwood>

April 6, 2021

WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the work session to order at 6:00 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, IT Director Brad Crawford, Finance Director David Bodway, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, Community Development Director Julia Hajduk, HR Manager Christina Jones, City Engineer Bob Galati, and City Recorder Sylvia Murphy.

4. TOPICS

A. Introduction of New Sherwood YMCA Director

Mayor Mays reported that the introduction of the new Sherwood YMCA Director was rescheduled for a future meeting.

B. City Manager Recruitment Firm Proposals – Update

Councilor Young reported that she was responsible for checking the references for SGR, and stated that all the feedback had been very positive. She reported that she had spoken with the City of Springfield and Clackamas County, both of which had used SGR in the past and had liked their approach. Councilor Young stated that she checked the references for the proposed project personnel for Sherwood, and reported that all their references had provided positive feedback on working with them. Councilor Young commented that most of the firm's proposals were very similar in their processes and commented she felt it would come down to which firm Council preferred to work with. She provided details on SGR's proposal to Council. Council President Rosener reported he spoke with the Novak Consulting Group, who had several local references. He spoke with the City Managers for the City of Newberg and City of Hillsboro and the Assistant City Manager at the City of Lake Oswego, all of which had worked with the proposed project personnel on the Sherwood proposal and reported that their references had all provided positive feedback. He recapped Novak's typical recruitment tactics. Councilor Young reported on SGR's recruitment strategies. Council President Rosener commented that Novak had similar methodologies.

Councilor Griffin reported that he spoke with Jensen Strategies, a local northwest firm. He reported on Jensen Strategies' recruitment methods. He stated he spoke with the Assistant City Manager of Carlton and the Mayor of Cannon Beach who had provided positive feedback about having worked with Jensen Strategies. The Councilors discussed cost proposals. Council President Rosener reported that all three proposals had first year guarantees and included additional guarantees regarding the candidate selection process.

Council discussed the proposals and concluded to work with SGR. City Attorney Josh Soper stated that the proposal would be the basis for the scope of work for the contract, and asked if Council was satisfied with everything within the proposal (e.g. timelines, proposed processes, etc.)? Councilor Young replied that she did not have any concerns about SGR's proposal. Mayor Mays asked what the tentative selection date for a preferred candidate was? City Manager Gall replied that final interviews would be held the week of July 15th and explained that because of the value of the contract, the City could move quickly, and Council authorization was not necessary because the contract was valued at less than \$100,000. Mayor Mays thanked Council President Rosener, Councilor Young, and Councilor Griffin for their work on reviewing the proposals.

C. Preliminary Review of CIP

Community Development Director Julia Hajduk presented the "FY21-22 CIP Projects Summary Table" (see record, Exhibit A) and explained that the table showed the fund balances as the CIP process started as well as the list of projects to be completed during the fiscal year. Mayor Mays commented that he was, amazed at the amount of money spent on stormwater swale repair and maintenance each year. Council President Rosener asked if they had identified projects that were grant ready in order to take advantage of opportunities to receive state, federal, or county money? Ms. Hajduk replied that projects listed on the "5 Year CIP Simple Table" (see record, Exhibit B) with an asterisk signified projects with potential outside funding available. She commented that City staff were trying to get new projects to a grant ready level and provided the example of the preliminary design for the grade separated crossing of the Cedar Creek Trail at Highway 99W. Council President Rosener asked if she felt that she had a good understanding of what projects Council wished to be grant ready in terms of priority? Ms. Hajduk replied that she understood that anything related to the Tonquin Employment Area, jobs, the pedestrian bridge, and trails were among the projects that were a Council priority. Mayor Mays referred back to his earlier comments regarding the costs associated with stormwater swale repair and maintenance and explained that it was required by Clean Water Services. Ms. Hajduk replied that there are many different funding buckets for different purposes and funding sources, which stipulated where the funds could be spent.

Ms. Hajduk explained that new projects under the Transportation component included beginning the design for the Tonquin Employment Area (TEA) East/West collector road. She reported that beginning the design for the road would allow the City to pursue outside funds or would allow the City to hire a developer to build the road. Mayor Mays asked Public Works Director Craig Sheldon if Sherwood's shared cost was so expensive due to the amount of seismic work needed at the site for the "WRWTP – 20 mgd expansion project"? Mr. Sheldon replied there was quite a bit of seismic work and added that they would soon complete a pilot study that was requested by the OHA that could result in a reduction in costs. He added that 3-4 additional projects had been rolled into the cost estimate as well and he hoped to have an IGA to Council in May or June 2021 for the project. Council President Rosener asked Ms. Hajduk or Mr. Gall if any of the projects on the CIP project list were eligible to receive funds under the new federal transportation bill? City Manager Gall replied that they had submitted roughly five different

projects for federal funding. Community Development Director Hajduk added that the festival plaza, the TEA East/West collector road, and tannery site cleanup projects had all been submitted. She recapped the list of new projects on page 6 of Exhibit A. Council President Rosener asked how long the City had to carry the cost of the \$750,000 for the Sanitary project of "Rock Creek Trunk Capacity update Ph 1-B" before Clean Water Services paid for it? City Engineer Bob Galati replied that the City did a monthly billing. Council President Rosener clarified that if the final invoice for the project was submitted to CWS at the end of the project, there could be value in getting a loan for the project and adding interest cost to it so those monies were available for other things. Ms. Hajduk explained that the tables on page 7 of Exhibit A were estimates that assumed the projects would receive no outside funding. She explained that she did not include projected revenues for next year because she wanted to capture the "worst case scenario". She recapped the new Water projects that needed to be added to the Five-Year CIP. Council President Rosener asked if it was possible to show the committed dollars versus the non-committed dollars for Water projects? Ms. Hajduk replied that she did not have that information available because her information was based more on SDCs, and clarified that Public Works Director Craig Sheldon may have that information. Council President Rosener clarified that he wanted to know if the City was building up the appropriate amount of funds to meet the City's future infrastructure needs? Public Works Director Craig Sheldon replied that Public Works completed a rate review every few years, and they were currently in the middle of that process with the new Water projects listed going into that rate. He explained that the new Water projects had been created from the Resiliency Plan, which the City had 50 years to complete, and the Resiliency Plan was uploaded at the front end because of the Oregon Street Road Widening project. He clarified that there was not enough funding available in the City's sanitary reserve funds to complete the necessary improvements. He reported that water showed a need for a larger increase over 2%, but the City's Charter prohibited increasing the percentage beyond 2%. He clarified that that figure was before the new projects had been added and before the City had stopped billing itself for water. Community Development Director Hajduk stated that a review of the City's sanitary and stormwater rates was under review because they were not collecting enough funds to complete projects in the Master Plan. She reported that City Engineer Galati was currently working on an RFP for that process.

Ms. Hajduk asked Council for recommendations on how the City should respond to the recommendations from the Traffic Safety Committee? She explained that there was funding that had been allocated for traffic safety/traffic calming measures, but there were bigger projects identified in the Master Plans but were not scheduled to start in the five-year timeframe. She explained that the projects listed on page 8 of Exhibit A were a list of bigger traffic safety/traffic calming projects and asked Council if they wanted those projects added to the Five-Year CIP? Mayor Mays commented that if there was a committee-recommended project then Council should hold a work session to discuss it, then based on the discussion from the work session and staff input, decide if the project should be prioritized. Councilor Scott remarked that he thought that the Traffic Safety Committee would receive a set amount of funds per year to handle small projects, such as putting in stop signs, but the more expensive/extensive projects needed Council discussion and approval. Council President Rosener replied that he agreed with Councilor Scott and added that he wanted a documented process for committees to bring a recommendation to Council versus acting on their own. Councilor Griffin stated he agreed with the Councilors and Mayor and asked how some of the Traffic Safety Committee projects made it on to Exhibit A? Ms. Hajduk clarified that she was able to identify a project in the TSP as one of the projects from the Traffic Safety Committee and added that the committee was recommending that the project be elevated in the CIP process. She stated that the other two projects were forwarded to her under the same recommendation of elevating them in the CIP process, but she was unable to identify the projects in the TSP, but she would go back through the meeting minutes to try and tie the recommendations to a specific TSP project. Council President

Rosener commented that there may be Safe Routes to School funding available for the recommended projects near schools. Community Development Director Hajduk stated she would speak with Chief Groth, City Manager Gall, and Community Services Director Switzer and then bring this topic back to Council in a work session. She explained that Exhibit B was the Five-Year CIP. Mayor Mays asked if the project of redrawing of the lines on the roundabout at Century and Langer Farms Parkway was on the list? Ms. Hajduk replied that that project would begin shortly. Public Works Director Sheldon explained that the design was complete and the project was being separated out because the project was comprised of two different components, lighting and striping, and different companies were needed. He reported that they had selected a lighting company and were currently receiving bids for the striping. He reported that the project should be completed before the end of June. Mayor Mays asked if the new design could handle more traffic in the future, if needed? Mr. Sheldon replied that adding the lighting was a good idea regardless, but if there was the chance that the roundabout would see more traffic in the next few years, the City needed to ensure that the new design could handle that increase. Discussion occurred. Mr. Sheldon commented that if Council wanted, he could postpone bidding out for the striping portion of the project to buy more time for further development in that area. Councilor Garland asked if the safety improvements at the roundabout would be paid for by the funds generated from recreational marijuana tax revenues? Mayor Mays replied that he believed it would. Councilor Scott asked for clarification on what the lighting portion of the roundabout project included. Mr. Sheldon replied that the traffic engineers recommended that the lighting at the crosswalks be changed to a higher light to allow for better visibility. Mayor Mays asked Mr. Sheldon what he estimated the cost for restriping would be? Mr. Sheldon replied that he estimated that the \$81,000 listed on page 1 of Exhibit B would cover both the lighting improvements and restriping, of which roughly \$49,000 was for lighting improvements. Mayor Mays asked that the project be brought back to Council for further discussion in the future. Discussion regarding restriping costs occurred. Mayor Mays asked if a project budget was being created for the new Urban Renewal District? City Manager Gall replied that was correct. Mr. Sheldon added that an additional project not listed on the CIP project list because it fit more under Operations, was the tree issues on Sunset. He reported that the project was likely to be funded through the Streets fund and explained that there were about 33 plum trees between Sunset and Ladd Hill that either needed to be trimmed extensively or removed due to damage and replanted with something else. He reported that he was currently putting together a cost estimate for the project. Mayor Mays commented he would like the plum trees removed and replaced with something that did not create a walking hazard.

5. ADJOURN:

Mayor Mays adjourned the work session at 7:05 pm and convened a regular session.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Mays called the meeting to order at 7:10 pm.
- 2. COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
- 3. STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, IT Director Brad Crawford, Community Development Director Julia Hajduk, Police Chief Jeff Groth, Finance Director David Bodway,

Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, HR Manager Christina Jones, Legal Extern Jake Reimer and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCILOR GRIFFIN TO APPROVE THE AGENDA. SECONDED BY COUNCILOR BROUSE. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of March 11, 2021 City Council Meeting Minutes**
- B. Approval of March 16, 2021 City Council Meeting Minutes**
- C. Approval of March 22, 2021 City Council Meeting Minutes**
- D. Approval of March 25, 2021 City Council Meeting Minutes**
- E. Resolution 2021-017 Appointing Dorian Libal to the Sherwood Traffic Safety Committee**

MOTION: FROM COUNCILOR BROUSE TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILOR YOUNG. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS

The City Recorder reported that Brian Amer had provided written comments regarding the City's use of gas-powered lawn tools and read the comments aloud and stated that the email would be included in the meeting record.

Mayor Mays addressed the next agenda item.

7. PRESENTATIONS

A. Recognition of Eagle Scout Award Recipients

Mayor Mays recognized Jack Stoddard for his achievement of attaining the rank of Eagle Scout and invited him to attend a future Council meeting.

Mayor Mays recognized Conner Steele for his achievement of attaining the rank of Eagle Scout. The City Recorder read Mr. Steele's project description of making A-frame street and event signs for the Sherwood Robin Hood Festival Association. He explained that other members of his Boy Scout troop and family members had assisted him with the project.

Mayor Mays addressed the next agenda item and the City Recorder read the public hearing statement aloud.

8. PUBLIC HEARINGS

A. Ordinance 2021-002 Adding Chapter 9.66 to the Sherwood Municipal Code relating to use of City of Sherwood logos (*First Hearing*)

Legal Extern Jake Reimer explained that the proposed chapter would protect the City's interest in its logos and would prevent third parties from using the City's logos in ways that would falsely imply the City's support or approval of what it was attached to. He stated that currently, Oregon and federal law both prohibited cities from trademarking their logos, but the addition of the new chapter to the Sherwood Municipal Code was the best method for preventing misleading use of the City's logo. He explained that the proposed chapter was comprised of three sections. The first section outlined and depicted what the City's logos were. The second section outlined what constituted a violation and prohibited the use of the City's logo to create a false impression that the City sponsored or approved of a particular message or activity. The third section established that each violation could result in a fine of up to \$500 and allowed the City to obtain a court order that would compel a person or entity to stop misusing the logos.

Council President Rosener asked if there had been misuse of the City's logo before and if that was what was driving this ordinance? Councilor Young responded that during the November 2020 election she received a message from a resident who was concerned that the City's logo was being used on some publications from one of the ballot measures. Council President Rosener asked if a fine were issued, would it be handled in Sherwood's municipal court? Mr. Reimer replied that was correct. Mayor Mays asked if the colored logo should also be included in the new chapter? Mr. Reimer replied that the black and white logo was sufficient as the code language include a disclaimer that the logo is the logo regardless of how it appears and there was also language that prohibited the use of logos that appeared to be substantially similar to the main City logo. Council President Rosener asked if the logo were changed in the future, would that necessitate an ordinance to update the chapter or was there a way to structure the code language to allow for the logo to be changed via resolution? City Attorney Josh Soper replied that because this was an ordinance that the City would use to cite and fine someone for violating, it required adoption via ordinance and the logo needed to be a part of that ordinance. Discussion regarding updating the City's logo in the future occurred. Councilor Griffin asked if there was language that allowed for the use of the City's logo by third parties with the City's approval and asked what the violation process looked like? Mr. Reimer replied that the code language allowed for third parties to use the logo if permitted by the City. Mr. Soper explained that a violation of use of the City logo would be the same process as the City's other code enforcement process which focused on education first. He clarified that a violation of this code was classified as a Class B violation, which was defined in the Sherwood Municipal Code and outlined what the fines were for each class, which made a separate fee schedule unnecessary. Mayor Mays stated that the second reading of the proposed ordinance would be held at the next regular City Council meeting.

Mayor Mays addressed the next agenda item.

9. CITY MANAGER REPORT

City Manager Gall reported that the Washington County Board of Commissioners had approved via resolution the City's new Urban Renewal Plan project of a new Public Works facility. He explained that State law required that the top four taxing districts approve of that specific project. He reported that the TVF&R Board of Directors would vote on the project next week, and the project would be heard by the Sherwood School District in May. Mayor Mays asked if there was additional action requested from the County? Community Development Director Julia Hajduk explained that the County still had to adopt the

plan, which was scheduled for their May 4th meeting. She commented that the County was “exceptionally supportive” of the plan and believed that the County would approve the plan at their May 4th meeting. Mayor Mays asked that when TVF&R and the Sherwood School District heard the project plan, would they approve of the project plan in one action? Ms. Hajduk replied that the concurrence for the public building would occur in a single meeting.

Mr. Gall provided an update on the transition process for recruiting a new City Manager and stated that the interim City Manager was Kristen Switzer. He stated she would act as the City Manager pro tem when he left the position in May 2021. He reported that the City’s budget would be released in early May.

Mayor Mays complimented Public Works Director Craig Sheldon and his team for their work on the City’s parks and plazas. Council President Rosener complimented City staff for their helpfulness and willingness to answer questions of residents. Mayor Mays gave his kudos to Community Development Director Hajduk and her team.

Mayor Mays addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS

Councilor Griffin reported on his attendance at the Parks and Recreation Advisory Board meeting where they discussed the Parks Master Plan. He reported that the Parks Master Plan would come to Council on May 4th. He reported that the Citizens Advisory Committee would work on the final module for the Comprehensive Plan Update, which was Healthy and Valued Ecosystems.

Council President Rosener reported that he had been elevated to the alternate GPI board representative for the Small City Consortium and reported on his attendance at their recent meeting. He encouraged eligible residents to get their COVID-19 vaccinations when they were able to. He asked that residents practice social distancing and wear masks as local COVID cases were increasing. He asked that drivers be extra vigilant for students and pedestrians around school zones.

Councilor Garland encouraged eligible residents to get their COVID-19 vaccinations when they were able to. He gave his compliments to the recent art installation project along Cannery Square and complimented Public Works Director Craig Sheldon and his team for their work on the City’s parks and plazas.

Councilor Young reported that the Police Advisory Board meeting on April 15th would hear a presentation from the Washington County Mental Health Response Team and encouraged residents to watch the meeting. She complimented Senior Center Manager Maiya Martin Burbank for her creativity in helping local seniors socialize during the pandemic.

Councilor Scott commented that he wanted to thank and acknowledge all the City’s departments and staff for their hard work. He reported that the next Planning Commission meeting would be held on April 13th and encouraged residents to watch the meeting. He encouraged eligible residents to get their COVID-19 vaccinations when they were able to.

Councilor Griffin asked Police Chief Groth to speak on a recent traffic incident. Chief Groth reported on the incident and stated it was currently under investigation. Mayor Mays gave his kudos to the Sherwood Police Department for their great police work and service to the community.

Mayor Mays reported that he attended recent League of Oregon Cities meetings and Washington County meetings.

11. ADJOURN:

Mayor Mays adjourned the regular session at 7:53 pm and reconvened an executive session.

EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Mays called the executive session to order at 7:55 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, Renee Brouse, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, IT Director Brad Crawford, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, and Legal Extern Jake Reimer.

4. TOPICS

A. ORS 192.660(2)(f), Exempt Public Records.

5. ADJOURN:

Mayor Mays adjourned the executive session at 8:51 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor

TO: Sherwood City Council

FROM: Craig Sheldon, Public Works Director

Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2021-018 Authorizing the City Manager to execute a construction contract for the Hall Street Pavement and Storm Rehabilitation Project

Issue:

Should the City Council authorize the City Manager to execute a construction contract with the lowest responsive bidder from an April 8, 2021 bid opening for the construction of pavement and storm rehabilitation within SW Hall Street (from SW Willamette Street to 180 feet north of SW Merryman Street)?

Background:

SW Hall Street (from SW Willamette Street to 180 feet north of SW Merryman Street), currently has deficient pavement in need of replacement. The proposed storm rehabilitation work for SW Hall Street will consist of removing/abandoning the shallow failing storm sewer and replace with new storm sewer. The proposed street rehabilitation work for SW Hall Street will consist of removing existing asphalt, cement treatment of the base rock and placement of new asphalt within the existing curbs.

Cement treatment of the base rock with a new asphalt surface was selected over grind and inlay due to lack of existing asphalt thickness within the project limits to perform a grind and inlay. Due to this being a pavement rehabilitation (maintenance) project, no sidewalks are included with this work.

The City solicited competitive bids from contractors and opened bids on April 8, 2021 to determine the lowest responsive bid. The lowest responsive bidder was S-2 Contractors Inc. with a bid of \$221,910. At the time of the city council meeting, the seven (7) day protest period will have been completed.

City staff expects the work to begin around the end of April 2021 and to be completed by the middle of July 2021. City staff has provided notification to area residents of the upcoming project.

Staff requests that Sherwood City Council pass a resolution authorizing the City Manager to execute a construction contract upon completion of the seven (7) day protest period with the lowest responsive bidder (S-2 Contractors Inc.) in a Base Contract Amount of \$221,910 with Construction Contingency of \$33,286.50 (15%) of the Base Contract Amount for the Hall Street Pavement and Storm Rehabilitation Project.

Financial Impacts:

The construction of the street improvements has a budgeted Base Contract Amount of \$221,910 with Construction Contingency of \$33,286.50 (15%) of the Base Contract Amount for the Hall Street Pavement and Storm Rehabilitation Project. Funding for the project is included within the FY2020-21 budget.

Recommendation:

Staff respectfully requests adoption of Resolution 2021-018 authorizing the City Manager to execute a construction contract for the Hall Street Pavement and Storm Rehabilitation Project upon completion of the seven (7) day protest period.



RESOLUTION 2021-018

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE HALL STREET PAVEMENT AND STORM REHABILITATION PROJECT

WHEREAS, the City has identified the pavement on SW Hall Street (from SW Willamette Street to 180 feet north of SW Merryman Street) to be deficient and in need of replacement; and

WHEREAS, the City has identified the storm sewer on SW Hall Street (from SW Merryman Street to 180 feet north of SW Merryman Street) to be deficient and in need of replacement; and

WHEREAS, the City completed the design and produced bid documents to solicit contractors using a competitive bidding process meeting the requirements of local and state contracting statutes and rules (ORS 279C, OAR 137-049); and

WHEREAS, the City opened bids on April 8, 2021 and issued the Notice of Intent to Award with the mandatory seven (7) day protest period; and

WHEREAS, the City has budgeted for construction cost of this project within the FY2020-21 budget; and

WHEREAS, S-2 Contractors Inc. has been identified by city staff as the lowest responsive bidder; and

WHEREAS, City staff recommends City Council to authorize the City Manager to execute a construction contract with the lowest responsive bidder from the April 8, 2021 bid opening (S-2 Contractors) in a Base Contract Amount of \$221,910 with Construction Contingency of \$33,286.50 (15%) of the Base Contract Amount for the Hall Street Pavement and Storm Rehabilitation Project.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1: The City Manager is hereby authorized to execute a construction contract upon the completion of the seven (7) day protest period with the lowest responsive bidder (S-2 Contractors Inc.) in a Base Contract Amount of \$221,910 with Construction Contingency of \$33,286.50 (15%) of the Base Contract Amount for the Hall Street Pavement and Storm Rehabilitation Project.

Section 2: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the City Council this 20th day of April 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: Erika Palmer, Planning Manager

Through: Joseph Gall, ICMA-CM, City Manager, Josh Soper, City Attorney, and Julia Hajduk, Community Development Director

SUBJECT: Resolution 2021-019, Forming and appointing the members of a Technical Advisory Committee and a Community Advisory Committee for the Sherwood West Concept Plan Re-look

Issue:

Shall City Council approve the establishment of, and appointment of members to, a Technical Advisory Committee and Community Advisory Committee for the Sherwood West Concept Plan Re-look?

Background:

The Sherwood West Preliminary Concept Plan was accepted by Council in 2016 (Resolution 2016-009). At the time of the project, the City had not updated the Comprehensive Plan since 1990. As a result, the community had not developed goals and policies related to housing and economic need, specifically, ensuring a balance of jobs and housing. The City anticipates an updated Comprehensive Plan to be adopted by the end of 2021. In addition, the Sherwood School District requested a UGB expansion on a roughly 80-acre site in Sherwood West to build the new high school facility. This high school facility was not part of the Sherwood West Preliminary Concept Plan. Due to new community goals and policies, specifically looking at the community need for a better job and housing balance, changes to the land use pattern in Sherwood West with the new high school, taking a fresh look at the preliminary concept plan is a priority.

The City applied for and received a Community Planning Grant through Metro to re-look at the Sherwood West Preliminary Concept Plan and to review and update the Plan based on four main topics: (a) policy drivers in Sherwood's updated Comprehensive Plan and Housing Choices project to implement House Bill 2001; (b) development, both recent and trends; (c) transportation issues; and (d) economic issues and opportunities.

Through the approval of this resolution, the City Council would be approving the formation of a Technical Advisory Committee (TAC) made up of representatives from city departments and local and regional agencies that would provide expertise in their field of knowledge (economic development, transportation, housing, and development issues, etc.), and a Community Advisory Committee that would be made up of community members within the city limits and in the Sherwood West area, as well as the appointment of members of these two committees. The TAC and CAC role is to review technical information and provide input throughout the update process.

Financial Impacts:

There are no additional financial impacts as a result of approval of this resolution.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2021-019, forming and appointing the members of a Technical Advisory Committee and a Community Advisory Committee for the Sherwood West Concept Plan Re-look.



RESOLUTION 2021-019

FORMING AND APPOINTING THE MEMBERS OF A TECHNICAL ADVISORY COMMITTEE AND A COMMUNITY ADVISORY COMMITTEE FOR THE SHERWOOD WEST CONCEPT PLAN RE-LOOK

WHEREAS, the City of Sherwood applied for a 2040 Planning and Development Grant from Metro to fund the Sherwood West Re-look project; and

WHEREAS, Metro awarded the City of Sherwood a grant in the amount of \$130,000; and

WHEREAS, the purpose of the Sherwood West Re-Look project is to prepare an updated Sherwood West Concept Plan that satisfies Metro's Title 11 Concept Planning requirements; and

WHEREAS, the Sherwood West Re-Look project is to provide for a better housing and jobs balance in the community by spanning four main topic areas to prepare an updated concept plan which includes: (a) policy drivers in Sherwood's updated Comprehensive Plan and Housing Choices project to implement House Bill 2001; (b) development, both recent and trends; (c) transportation issues; and (d) economic issues and opportunities; and

WHEREAS, the City Council wishes to encourage public involvement with the project that is representative of the community as a whole and provides an opportunity to address specific concerns of property owners, Sherwood residents, and others with interests within the study area; and

WHEREAS, staff has recommended, and Council has determined, that the most efficient structure to provide this public input is to establish:

- a) a Community Advisory Committee (CAC) comprised of representatives that that live or own property within the city limits and Sherwood West area, and
- b) a Technical Advisory Committee (TAC) comprised of agency representatives with technical expertise in relevant areas; and

WHEREAS, the CAC and TAC will be charged with reviewing technical information, considering input from the general public, and making recommendations to the Planning Commission on specific elements of the Sherwood West Concept Plan; and

WHEREAS, the City posted a request for Community Advisory Committee applications on the City website and City social media platforms, and announced the opportunity to all City boards and commissions; and

WHEREAS, City staff reached out to agency representatives with technical expertise in relevant areas; and

WHEREAS, the review team of the Planning Commission Chair, Jean Simson, Council Liaison to the Planning Commission, Doug Scott, and Erika Palmer, Planning Manager, reviewed the Community Advisory Committee applications; and

WHEREAS, the review team considered all of the candidates and made recommendations regarding appointments to Mayor Keith Mays; and

WHEREAS, Mayor Keith Mays has recommended to Council the appointments outlined in Exhibit A; and

WHEREAS, in accordance with Council Rules, all such appointments are subject to the approval of the City Council by resolution.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The Sherwood West Community Advisory Committee (CAC) is hereby established. The Sherwood West CAC will review and comment on work products, guide public outreach and engagement efforts, act as liaisons to specific constituencies or interest groups, assist in hosting public events, and encourage community members to participate in the process. The Sherwood West CAC shall be comprised of up to 16 people who need not be City residents except as specified below. The City shall strive to recruit and maintain membership in the Sherwood West CAC from the following groups:

- Sherwood West residents
- City residents
- Planning Commission
- City Council
- Parks and Recreation Advisory Committee
- Police Advisory Board
- Sherwood Chamber of Commerce
- Sherwood School District

Section 2. The Sherwood West Technical Advisory Committee (TAC) is hereby established. The Sherwood West TAC will review project materials and advise on technical issues throughout the project. The Sherwood West TAC will be comprised of up to 14 people who need not be City residents. The City shall strive to recruit and maintain membership in the Sherwood West TAC from the following groups:

- City Staff
- Clean Water Services
- Washington County
- ODOT
- TVF&R
- Tualatin Valley National Wildlife Refuge
- Regional Housing Groups
- Regional Economic Development Groups
- King City
- Metro

Section 3. The Sherwood West Community Advisory Committee and Technical Advisory Committee appointments described in Exhibit A, attached hereto and incorporated herein by reference, are hereby approved.

Section 4. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 20th day of April, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Exhibit A

Community Advisory Committee Sherwood West Re-look	
Participants	Name
Sherwood West resident	Conrad Sproul
Sherwood West resident	Kennedy Hawkins
Sherwood West resident	Norman Otterman
City resident at large	Tamara Furst
City resident at large	Dave Grant
City resident at large	Mike Black
City resident at large	Debbie Price
City resident at large	Angi Ford
Planning Commissioner	Jean Simson
City Councilor	Doug Scott
City Councilor	Tim Rosener
Parks and Recreation Advisory Committee member	Rodney Lyster
Parks and Recreation Advisory Committee member	John Clifford
Police Advisory Board Member	Brian Dorsey
Sherwood Chamber of Commerce representative	Brian Fairbanks
Sherwood School District	Jim Rose

TAC Roster Sherwood West Re-look	
Agency	Name
Sherwood Engineering	Bob Galati
Sherwood Public Works	Craig Sheldon
Sherwood Community Services	Kristen Switzer
Clean Water Services	Chris Faulkner
Sherwood Police Department	Jeff Groth
Washington County Land Use/Transportation	Jessica Pelz
ODOT	Glen Bolen
TVF&R	Patrick Furst
Tualatin River National Wildlife Refuge	Larry Klimek
Regional Housing Representative (Metro Oregon Home Builders)	Roseann Johnson
Regional Economic Development Rep	Gabriela Flask
King City representatives	Mike Weston
Washington County Economic Development	Matt Craigie
Metro	Rebecca Small

TO: Sherwood City Council

FROM: Jeff Groth, Police Chief

Through: Joseph Gall, ICMA-CM, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2021-020 Removing the Woodhaven Residential Parking Districts

Issue:

Should the City Council remove the Woodhaven Residential Parking Districts?

Background:

On August 20, 2013 the Sherwood City Council, by Ordinance 2013-005, amended chapter 10.08.070 of the Sherwood Municipal Code to authorize residential parking districts. This action was taken to "... *protect specified residential areas from the effects of spillover parking arising as a result of adjacent commercial, employment or mixed-use or other uses that generate a high demand for parking.*" Chapter 10.08.070 of the Sherwood Municipal Code authorizes the City Council to establish specific Residential Parking Districts by resolution, which in turn requires a resolution to remove specific Residential Parking Districts.

At the time of the code modification the residents of the Woodhaven neighborhoods adjacent to Sherwood High School were experiencing spillover parking by high school students and visitors.

Also on August 20, 2013, the Sherwood City Council, by Resolution 2013-046, established the first of two residential parking districts in the Woodhaven neighborhood. That district included the following streets as copied from Resolution 2013-046:

- Woodhaven Phase 1, which includes SW Dow Drive north from SW Woodhaven Drive to the 90° left/west turn; SW Woodhaven Drive east from SW Verdant Terrace to SW Saunders Drive; SW Saunders Drive south to SW Villa Road; SW Villa Road west to SW Verdant Terrace; SW Verdant Terrace north to SW Woodhaven Drive; SW Kinglet Drive from SW Verdant Terrace to SW Saunders Drive; SW Carlson Street from SW Verdant Terrace to SW Saunders Drive

A map of Woodhaven Residential Parking District Phase 1 is attached as Exhibit A. The Woodhaven Homeowners Association (HOA) supported the creation of this district and paid the initial costs of the signs for this district.

Then, on October 4, 2016, the Sherwood City Council, by Resolution 2016-062, established the second of two residential parking districts in the Woodhaven neighborhood. That district included the following streets as copied from Resolution 2016-062:

- Woodhaven Phase 2, which includes SW Villa Drive from SW Saunders Drive to its end; SW Stellar Drive from SW Villa Drive to SW Saunders Drive; SW Cobblestone Drive from SW Villa Drive to SW Saunders Drive; SW Saunders Drive from SW Stellar Drive to SW Villa Drive

A map of Woodhaven Residential Parking District Phase 2 is attached as Exhibit B. The Woodhaven Homeowners Association (HOA) supported the creation of this district and paid the initial costs of the signs for this district.

With the opening of the new Sherwood High School, the old high school property has been converted to a middle school. The new Sherwood Middle School will require significantly fewer parking spaces, thus significantly reducing the potential need for off-campus parking.

Eliminating the Woodhaven Residential Parking District will also be beneficial for the residents in the district as they will no longer need to deal with vehicle permits and/or worry about parking for their visitors, among other things.

City staff has reached out to the Woodhaven Homeowners Association (HOA) and they support the elimination of both residential parking districts.

Passage of this resolution would remove Woodhaven Phase 1 and Woodhaven Phase 2 Residential Parking Districts and return the parking in those neighborhoods to pre-existing conditions.

Financial Impact:

Passage of this resolution would incur costs of approximately \$2,400 for the removal of signs.

Recommendation:

Staff respectfully recommends Council adoption of Resolution 2021-020 removing the Woodhaven Residential Parking Districts.

EXHIBIT A
Resolution 2021-

Woodhaven Phase 1

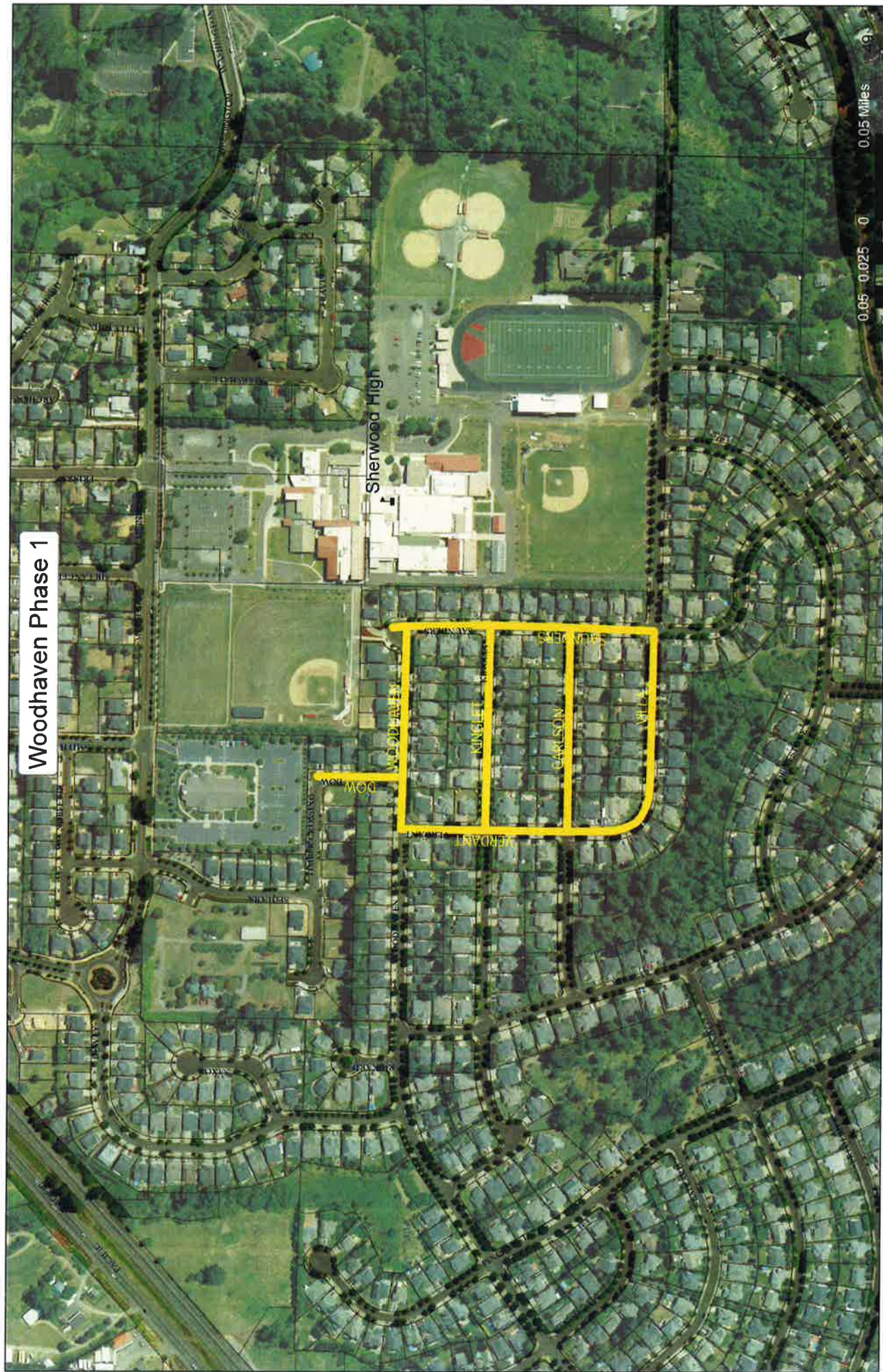
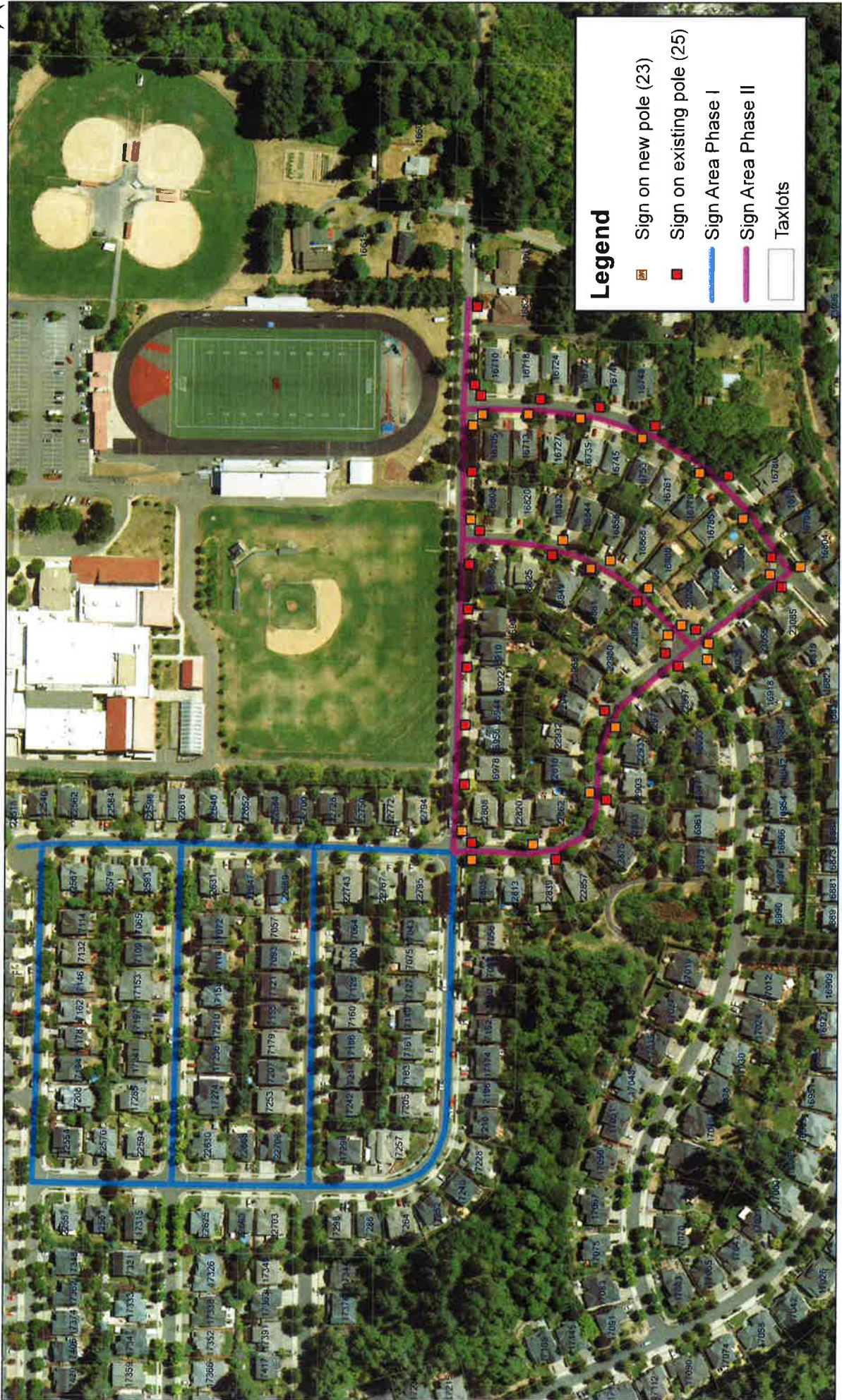


EXHIBIT B Resolution 2021-

City of Sherwood Proposed "No Parking" Sign Locations





RESOLUTION 2021-020

REMOVING THE WOODHAVEN RESIDENTIAL PARKING DISTRICTS

WHEREAS, the Woodhaven Residential Parking Districts were created to solve specific neighborhood parking issues that no longer exist; and

WHEREAS, eliminating the Woodhaven Residential Parking Districts will be beneficial for the residents in the districts; and

WHEREAS, City staff has reached out to the Woodhaven Homeowners Association (HOA) and they support the elimination of both residential parking districts.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The Sherwood City Council hereby removes the Woodhaven Parking Districts as described below:

- Woodhaven Phase 1, which includes SW Dow Drive north from SW Woodhaven Drive to the 90° left/west turn; SW Woodhaven Drive east from SW Verdant Terrace to SW Saunders Drive; SW Saunders Drive south to SW Villa Road; SW Villa Road west to SW Verdant Terrace; SW Verdant Terrace north to SW Woodhaven Drive; SW Kinglet Drive from SW Verdant Terrace to SW Saunders Drive; SW Carlson Street from SW Verdant Terrace to SW Saunders Drive; and
- Woodhaven Phase 2, which includes SW Villa Drive from SW Saunders Drive to its end; SW Stellar Drive from SW Villa Drive to SW Saunders Drive; SW Cobblestone Drive from SW Villa Drive to SW Saunders Drive; SW Saunders Drive from SW Stellar Drive to SW Villa Drive

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 20th day of April, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Agenda Item: Public Hearing (*Second Reading*)

TO: Sherwood City Council

FROM: Jake Reimer, Legal Extern

Through: Josh Soper, City Attorney and Joseph Gall, ICMA-CM, City Manager

SUBJECT: Ordinance 2021-002, Adding Chapter 9.66 to the Sherwood Municipal Code Relating to Use of City of Sherwood Logos (*Second Reading*)

Issue:

Should the City Council add Chapter 9.66 to the Sherwood Municipal Code relating to the use of City of Sherwood logos?

Background:

The City of Sherwood ("City") has a compelling interest in ensuring that individuals and entities not associated with the City do not use the City's logos to create a false impression of City sponsorship or approval. Such uses of City logos confuse and mislead the public, which has an interest in knowing what messages the City sponsors or approves. Ordinance 2021-002 aims to support the City's interest in preventing misleading use of City logos.

Because Oregon and federal law prevent the City from registering its logos as trademarks, Ordinance 2021-002 is the best method for the City to prevent misleading use of City logos.

Ordinance 2021-002 adds a new chapter—Chapter 9.66—to the Sherwood Municipal Code. Chapter 9.66 has three sections. The first section depicts the City's logos and can be updated in the future if the City adopts new or different logos. The second section prohibits using a City logo to create a false impression that the City sponsors or approves of a particular message or activity. The third section establishes that each violation of the second section results in a fine of up to five hundred dollars (\$500), and also allows the City to obtain a court order compelling a person or entity to stop misusing City logos.

The City Council conducted the first reading of this Ordinance on April 6, 2021.

Financial Impacts:

No direct financial impacts will result from approval of the attached Ordinance, other than the minimal costs relating to updating the Code language itself via the City's code and charter management contractor, MuniCode.

Recommendation:

Staff respectfully recommends City Council conduct the second hearing and approve Ordinance 2021-002, Adding Chapter 9.66 to the Sherwood Municipal Code relating to use of City of Sherwood logos.



ORDINANCE 2021-002

ADDING CHAPTER 9.66 TO THE SHERWOOD MUNICIPAL CODE RELATING TO USE OF CITY OF SHERWOOD LOGOS

WHEREAS, the City of Sherwood ("City") has a compelling interest in preventing individuals and entities not associated with the City from using the City's logos to mislead the public; and

WHEREAS, Oregon and federal law prevent the City from registering its logos as trademarks, but allow the City to create local laws prohibiting misuse of City logos; and

WHEREAS, the City Council held a public hearing on this Ordinance on April 6, 2021; and

WHEREAS, the City Council held a second public hearing on this Ordinance on April 20, 2021.

NOW, THEREFORE, THE CITY OF SHERWOOD ORDAINS AS FOLLOWS:

Section 1. Chapter 9.66 is hereby added to the Sherwood Municipal Code and shall read as set forth in Exhibit A, attached to this Ordinance.

Section 2. The City Recorder is hereby directed to enter a copy of this Ordinance in the record of the proceedings of this Council and to take such other actions necessary to effectuate this addition to the Municipal Code.

Section 3. This Ordinance shall become effective 30 days from its adoption

Duly passed by the City Council on this 20th day of April, 2021.

Attest:

Keith Mays, Mayor

Date

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Scott	_____	_____
Griffin	_____	_____
Brouse	_____	_____
Young	_____	_____
Garland	_____	_____
Rosener	_____	_____
Mays	_____	_____

**Exhibit A to Ordinance 2021-002
Adding Chapter 9.66 to Sherwood Municipal Code**

Chapter 9.66 - CITY LOGOS

9.66.010- Description of city logos.

A. The logo of the City of Sherwood shall be as depicted below:



Home of the Tualatin River National Wildlife Refuge

The words "City of Sherwood Oregon" and "Home of the Tualatin River National Wildlife Refuge" may, but are not required to, appear below the graphical elements of this logo.

B. The logo of the City of Sherwood Police Department shall be as depicted below:



C. The logo for Sherwood Broadband shall be as depicted below:



The words "Your Community Owned Broadband Provider" may, but are not required to, appear in this logo. The graphical elements located between the letter "w" and the letter "d" in this logo shall, on their own, also constitute a logo for Sherwood Broadband.

D. The logo for the Sherwood Center for the Arts shall be as depicted below:

SHERWOOD CENTER FOR THE ARTS

E. The logo for the Sherwood Field House shall be as depicted below:



F. All logos described in this section 9.66.010 shall be the logos of the City regardless of whether the logos appear in color or black and white, and regardless of the size, character, or medium in which the logos are depicted.

9.66.020 - Misuse of a city logo.

No person shall knowingly use any reproduction of a logo of the City of Sherwood described in section 9.66.010—or any substantially similar logo—for the purpose of conveying, or in a manner reasonably calculated to convey, a false impression of sponsorship or approval by the City of Sherwood, or by any department, agency, or instrumentality thereof, of any product, business, service, or other activity.

9.66.030 - Penalty for misusing a city logo.

- A. In addition to any other liability or penalty provided by law, the City Manager (or designee) may petition the municipal court to do one or both of the following:
 - 1. Enjoin violation of section 9.66.020; or
 - 2. Issue an order imposing a civil penalty upon a person for any violation of section 9.66.020.
- B. A violation of section 9.66.020 is a Class B violation. Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

TO: Sherwood City Council

FROM: Eric Rutledge, Associate Planner
Through: Josh Soper, City Attorney, Joseph Gall, ICMA-CM, City Manager and Julia Hajduk, Community Development Director

SUBJECT: **Ordinance 2021-003, Approving annexation of 2.19 acres to the City of Sherwood and Clean Water Services, Comprised of 1 Lot and Adjacent SW Brookman Road Right-of-Way within the Brookman Addition Concept Plan Area**

Issue:

Shall the City Council approve the proposed annexation of 2.19 acres of territory within the Brookman Addition Concept Plan area?

Background:

The City of Sherwood approved the concept plan for the Brookman Addition Concept Plan area in 2009 via Ordinance 2009-004, and it was recently updated via Ordinance 2021-001. The area remains in Washington County and under County jurisdiction until annexation to the City. Under current zoning and agreements, urban development within the area cannot occur until the territory is annexed to the City.

The applicant is proposing to annex one (1) lot and the adjacent right-of-way totaling 2.19 acres into the City of Sherwood and Clean Water Services under the annexation method detailed in Senate Bill 1573 (2016) and ORS Chapter 222. Under this method, 100% of the landowners have petitioned the City to be annexed. Upon annexation, the existing Comprehensive Plan designation of Medium Density Residential High (MDRH) will be applied to the property, consistent with the adopted Comprehensive Plan and Zone Map.

In 2017 adjacent property to the north, east, and west of the subject territory was annexed into the City of Sherwood via Ord. 2017-002. The property to the immediate north and east of the site is part of the 145-lot Middlebrook Subdivision, which is now under construction. The property to the west is within the City of Sherwood but does not have land use approval. See Exhibit A3 of the Staff Report for an outline of the current City boundary and summary of subdivision approvals to date in the Brookman Addition.

Based on the information provided by the applicant and a detailed review of the applicable approval criteria, staff recommends approval of the annexation.

Alternatives:

If the City Council finds that the proposed annexation does not meet the criteria identified in SB 1573, it could not approve the Ordinance.

Financial Impacts:

There are upfront and staff costs associated with processing an annexation; however, the applicant is required to pay 100% of costs associated with the annexation, including staff time. The applicant has paid a deposit of \$7,500 to initiate this annexation.

Should the Council approve this application, the property would be in need of City services, the cost of which would be mostly borne by implementing development. The development of the site will require the extension of City services (transportation, water, sewer, etc.); however, impacts and potential mitigations would be addressed by future land use applications. In addition, once the property is annexed to the City it will be subject to the taxes, bonds, and fees assessed by the City of Sherwood.

Recommendation:

Staff respectfully recommends that the City Council hold the first public hearing to determine whether to adopt Ordinance 2021-003, Approving Annexation into the City of Sherwood and Clean Water Services 2.19 Acres, Comprised of 1 Lot and Adjacent SW Brookman Rd. Right-of-Way within the Brookman Addition Concept Plan Area.

The second public hearing on this matter is scheduled for May 4, 2021.

Exhibits:

1. Staff Findings Report and Exhibits for LU 2021-003 AN Olivia Beach Annexation
2. Department of Revenue Boundary Change Preliminary Review

City of Sherwood
Staff Report
April 2, 2021

Case File No: LU 2021-003 AN
Olivia Beach Annexation

Signed: 
Eric Rutledge, Associate Planner

Proposal: The applicant is seeking approval from the City of Sherwood to annex ±2.19 acres of land located at 17687 SW Brookman Rd. in unincorporated Washington County, Oregon. The property is in the Brookman Addition Concept Plan area and upon annexation to the City will be zoned Medium Density Residential High (MDRH). The annexation is proposed under ORS 222.127 (SB 1573 method) which requires petition from 100% of landowners. The applicant is also requesting annexation of the property into Clean Water Services boundary for the provision of sanitary sewer, stormwater, and surface water management pursuant to ORS 199.510(C). No development is proposed at this time.

I. BACKGROUND

- A. Applicant: Walker John, Olivia Beach LLC
PO Box 7534
Olympia, WA 98507
- Owner.: Tom and Marie Bartlett
17687 SW Brookman Rd.
Sherwood, OR 97140
- B. Location: The site is located at 17687 SW Brookman Rd., west of SW Oberst Ln. and north of SW Brookman Rd.
- C. Review Type: The annexation is proposed under ORS 222.127 (SB 1573 method). The application is being processed as a quasi-judicial action subject to the approval criteria of ORS 222.127(2)(a)-(d). If the City Council determines that the annexation petition meets the criteria, the territory is to be annexed to the city by ordinance. The applicant has also requested annexation into the boundaries of Clean Water Services for the provision of sanitary sewer, storm and surface water management pursuant to ORS 199.510(2)(c).
- D. Public Notice and Hearing: Public notice for the application was provided in conformance with Metro Title 3.09.030 and SZCDC § 16.72.020 for Type V

applications. Notice was distributed in five locations throughout the City, posted on the property, and mailed to property owners within 1,000 feet of the site on March 30, 2021. Notice of the application was also published in a local newspaper (Tigard Times) on March 25 and April 15, 2021.

- E. Review Criteria: There are three levels of review criteria and requirements for annexations - Local, Regional and State. The Oregon Revised Statutes (ORS 222.111-.183) guide the process for annexations at the state level. The applicant is requesting approval under the SB 1573 method and is subject to the approval criteria of ORS 222.127. Annexations proposed within the Metro boundary are also subject to the approval criteria of Metro Code 3.09. Finally, the annexation must comply with Chapters 3 and 8 of the City of Sherwood Comprehensive Plan. All applicable review criteria are addressed below.
- F. History: The subject territory is 2.19-acres including a single lot of 2.0-acres and 0.19 acres of right-of-way. The territory is located north of Brookman Rd. and west of SW Oberst Dr. in Unincorporated Washington County. The property is part of Sherwood's Brookman which includes 66 tax lots and approximately 250-acres adjacent to the City's southern boundary. The Brookman Addition was brought into the Sherwood Urban Growth Boundary in 2002 via Metro Ordinance 02-0969B. The Brookman Addition Concept Plan was adopted in 2009 via Ord. 09-004 (as amended via Ord. 2021-001) and is the primary guiding document for residential and employment development within the new 250-acre community.

In 2017 adjacent property to the north, east, and west of the subject territory was annexed into the City of Sherwood via Ord. 2017-002. The property to the immediate north and east of the subject territory is part of the 145-lot Middlebrook Subdivision which is now under construction (see Draft Final Plat - Exhibit A4). The property to the west is within the City of Sherwood but does not have land use approval. See Exhibit A3 for an outline of the current City boundary and summary of subdivision approvals to date in the Brookman Addition.

- G. Site Characteristics: The 2.19-acre territory generally slopes down from west to east towards SW Cedar Creek. A single-family dwelling and detached workshop are located at the northwest corner of the private lot. The remainder of the private property is open grass with patches of trees near the property boundaries. The territory includes approximately 0.19 acres of SW Brookman Rd. right-of-way.
- H. Existing and Future Zoning: The site is zoned FD-20 under Washington County. Upon annexation the territory will be zoned Medium Density Residential High (MDRH) in conformance with the Brookman Addition Concept Plan and the City's Comprehensive Plan.

II. AFFECTED AGENCY AND PUBLIC COMMENTS

Agencies Comments: The land use application was routed to affected agencies via email on March 18, 2021. Responses are summarized below. The Bonneville Power Administration and Oregon Department of Transportation Outdoor Advertising Sign Program acknowledged the proposal and did not have any comments or concerns.

Sherwood Engineering Department – Craig Christensen, PE, provided comments dated March 29, 2021 (Exhibit B1). The comments describe the availability of public infrastructure including transportation, sanitary sewer, storm sewer, and water to the territory being considered for annexation. The comments conclude that access to the required public infrastructure will be made available through the Middlebrook Subdivision.

City of Sherwood Police Department – Jeff Groth, Chief of Police, acknowledged the application and did not state any issues or concerns (Exhibit B2).

Tualatin Valley Fire & Rescue – Tom Mooney, Deputy Fire Marshal, provided comments via email dated March 18, 2021 (Exhibit B3). The comments state the territory is within the TVF&R service area and will continue to receive fire service upon annexation.

Public Comments

As of the date of this report, no public comments were received on the application.

III. REQUIRED CRITERIA AND FINDINGS FOR ANNEXATION AND BOUNDARY CHANGE

A. State Standards

Oregon Revised Statute 222 authorizes and guides the process for annexations of unincorporated territories into City boundaries. The applicant is requesting annexation utilizing the procedures outlined in ORS 222.127 (SB 1573 Method). Under this method, the application is required to comply with the approval criteria of ORS 222.127(2)(a)-(d). When the legislative body of the City determines that the annexation petition meets the criteria, the territory is to be annexed to the city by ordinance. If the City Council determines that the annexation petition meets the prescribed criteria, the annexation ordinance and required notification will be sent to the Oregon Secretary of State Oregon and Department of Revenue.

Senate Bill 1573, Section 2 (ORS 222.127)

- (1) This section applies to a city whose laws require a petition proposing annexation of territory to be submitted to the electors of the city.**
- (2) Notwithstanding a contrary provision of the city charter or a city ordinance, upon receipt of a petition proposing annexation of territory submitted by**

all owners of land in the territory, the legislative body of the city shall annex the territory without submitting the proposal to the electors of the city if:

- (a) The territory is included within an urban growth boundary adopted by the city or Metro, as defined in ORS 197.015;**

The territory to be annexed includes one privately owned lot and the adjacent SW Brookman Rd. right-of-way. The annexation petition was signed by Thomas and Marie Bartlett representing 100% of the landowners of the territory to be annexed. The property was brought into the Urban Growth Boundary in 2002 via Metro Ord. 02-0969B and the Brookman Addition Concept Plan was approved by City Council in 2009 (Ord. 2009-004).

- (b) The territory is, or upon annexation of the territory into the city will be, subject to the acknowledged comprehensive plan of the city;**

The entire Brookman area is comprised of 66 tax lots and approximately 258 acres. The area was concept planned between 2007 and 2009. In June 2009, via Ordinance 09-004, the City approved the concept plan and associated implementing comprehensive plan and zone map amendments. Thus, the Comprehensive Plan applies and zoning was established for the property that will take effect upon adoption of the Ordinance for the annexation. Upon annexation the property will be zoned Medium Density Residential High.

- (c) At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right-of-way or body of water; and**

The territory is located contiguous to the city limits along its north, east, and west property lines. The two adjacent lots (17601 and 17769 SW Brookman Road) were annexed into the City of Sherwood via Ordinance 2017-002.

- (d) The proposal conforms to all other requirements of the city's ordinances.**

As demonstrated in this report, the proposal conforms to the applicable ordinances of the City including the Brookman Addition Concept Plan and the City's adopted Comprehensive Plan.

- (3) The territory to be annexed under this section includes any additional territory described in ORS 222.111 (1) that must be annexed in order to locate infrastructure and right-of-way access for services necessary for development of the territory described in subsection (2) of this section at a density equal to the average residential density within the annexing city.**

The total land area of the annexation is 2.19 acres which includes approximately 0.20 acres of the SW Brookman Rd. right-of-way. Local infrastructure will be provided to the territory by the extension of improvements from the Middlebrook Subdivision. Annexation of additional territory under this section is not required.

- (4) When the legislative body of the city determines that the criteria described in subsection (2) of this section apply to territory proposed for annexation, the legislative body may declare that the territory described in subsections (2) and (3) of this section is annexed to the city by an ordinance that contains a description of the territory annexed.**

A draft ordinance including a legal description of the territory has been provided and can be adopted by the City Council if it is determined the applicable approval criteria have been satisfied.

Oregon Revised Statute Chapter 199.510 Financial effects of transfer or withdrawal; exceptions (Clean Water Services Boundary)

(2)(c) When a city receives services from a district and is part of that district, any territory thereafter annexed to the city shall be included in the boundaries of the district and shall be subject to all liabilities of the district in the same manner and to the same extent as other territory included in the district.

The City of Sherwood is within the jurisdictional boundary of Clean Water Services, which provides sanitary sewer and water quality services to urban Washington County. The subject territory is not currently within the CWS boundary but as authorized by state statute above, will be annexed into the CWS service area upon annexation to the City.

B. Regional Standards

In addition to the state requirements addressed above, the Oregon legislature has directed Metro to establish annexation criteria that must be used by all cities within the Metro boundary. The City of Sherwood in the Metro boundary and the annexation petition is required to show conformance with Metro Code 3.09 (Local Government Boundary Changes).

3.09.050 Hearing and Decision Requirements for Decisions Other Than Expedited Decisions

- A. The following requirements for hearings on petitions operate in addition to requirements for boundary changes in ORS Chapters 198, 221 and 222 and the reviewing entity's charter, ordinances or resolutions.**
- B. Not later than 15 days prior to the date set for a hearing the reviewing entity shall make available to the public a report that addresses the criteria in subsection (d) and includes the following information:**
 - 1. The extent to which urban services are available to serve the affected**

territory, including any extra territorial extensions of service;

Urban services are defined in the Metro Code as “sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit.” The annexation territory within the Brookman Addition Concept Plan which addresses key components of future development and urban services in the area including:

- Future land uses
- Parks, open space, and natural resource preservation
- Transportation
- Trails
- Infrastructure (sanitary sewer, storm sewer, and water)
- Overall urban design

In addition to the concept plan, residential and employment growth in the Brookman Addition has been incorporated into the City’s Transportation System Plan and Sanitary Sewer, Storm Sewer, and Water Master Plans. The required urban services will be realized through a combination of developer requirements and City or County led capital improvements. Details on each urban service as it relates to the subject territory is provided below.

Water - Per City Engineering Department, “currently the subject property has no access to public water. The nearest existing public water line is currently over 1,000 feet away. As part of the under construction Middlebrook Subdivision, the public water system will be brought to the subdivision and will be installed in the proposed streets for said subdivision. This future public water system will be stubbed to the east property line of the subject property. Although the subject property currently has no access to public water, the subject property will have access to public water via the future public water system under construction for the Middlebrook Subdivision.”

Sewer - Per the City Engineering Department, “currently the subject property has no access to public sanitary sewer. The existing public sanitary sewer trunk line ends at the southern border of the old city limits. As part of the under construction Middlebrook Subdivision, the sanitary sewer trunk line will be extended and public sanitary sewer will be installed in the proposed streets for said subdivision. This future public sanitary sewer system will be stubbed to the east property line of the subject property. Although the subject property currently has no access to public sanitary sewer, the subject property will have access to public sanitary sewer via the future public sanitary sewer system under construction for the Middlebrook Subdivision.”

Storm Drainage - Per City Engineering Department, “currently the subject property has no access to public storm sewer. The nearest location of storm

discharge is a street side ditch along the north side of SW Brookman Road which eventually flows to Cedar Creek approximately 700 feet away. As part of the under construction Middlebrook Subdivision, a public storm sewer will be installed in SW Brookman Road along the full length of the Middlebrook Subdivision street frontage. This future public storm sewer system will be stubbed in SW Brookman Road in line with the east property line of the subject property. Although the subject property currently has no access to public storm sewer, the subject property will have access to public storm sewer via the future public storm sewer system under construction for the Middlebrook Subdivision.”

Transportation - Per City Engineering Department, “the subject property is located along the north side of SW Brookman Road (arterial) with frontage on said street. SW Brookman Road is a Washington County Roadway. Also the Middlebrook Subdivision is currently constructing a future public street which will stub to the east property of the subject property.

Although the subject property has frontage onto SW Brookman Road it is unlikely that access to SW Brookman Road will be allowed due to spacing requirements with the new intersection to SW Brookman Road under construction within the Middlebrook Subdivision. Also lots will likely not be allowed to have driveways off of SW Brookman Road since it is an arterial street. The subject property will have access to a future public street for access to potential development.

Therefore the subject property has access to the public street system through the future public street system under construction for the Middlebrook Subdivision.”

Parks and Recreation – The Brookman Addition Concept Plan identifies future park and open space facilities within the planning area. The subject territory is located in the Central Sub-Area which calls for a centrally located community park. The Middlebrook Subdivision will be constructing a centrally located 1.86-acre park in close proximity to the subject territory. Future development of the territory will be required to comply with applicable park and open space requirements in the City’s Comprehensive Plan and development code.

Fire - The territory is within the boundary of the Tualatin Valley Fire and Rescue District and comments on the application were provided by Tom Mooney, Deputy Fire Marshal. The comments state the territory is within the TVF&R service area and will continue to receive service upon annexation.

Police – The subject territory is currently in Unincorporated Washington County and served by the Washington County Sheriff’s Office. Upon annexation police services will be provided by the Sherwood Police

Department. Police Chief Groth acknowledged the proposed annexation and did not state any comments or concerns.

The subject territory is not within the Metropolitan Service District and is required to annex into the district prior to site development.

Condition of Approval: Prior to site development the subject territory shall be annexed to the Metropolitan Service District (Metro) boundary.

2. Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and

The territory will not be removed from the service boundary of any necessary party, defined by Metro Code as “any county; city; district whose jurisdictional boundary or adopted urban service area includes any part of the affected territory or who provides any urban service to any portion of the affected territory; Metro; or any other unit of local government, as defined in ORS 190.003, that is a party to any agreement for provision of an urban service to the affected territory”.

3. The proposed effective date of the boundary change.

The effective date of the boundary change will occur after City Council adoption of the ordinance and filing of the annexation with the Secretary of State, Department of Revenue, and other affected agencies.

C. The person or entity proposing the boundary change has the burden to demonstrate that the proposed boundary change meets the applicable criteria.

The applicant has provided all of the required information to process the boundary change, including a certified petition and legal descriptions. The applicant’s narrative (Exhibit C) provides a discussion of how the proposal meets the applicable criteria. City Council is the local decision authority on the petition and will determine whether the approval criteria have been satisfied.

D. To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in Subsections (D) and (E) of Section 3.09.045.

These criteria are evaluated immediately below.

Metro Criteria § 3.09.045 (D)

- 1. Find that the change is consistent with expressly applicable provisions in:**
 - a. Any applicable urban service agreement adopted pursuant to ORS 195.065;**

Comprehensive planning within the Metro UGB is coordinated between counties and cities through Urban Planning Area Agreements (UPAAs). The subject property is included under the Washington County / Sherwood UPAA which is included as Exhibit B5. Under the UPAA, the City is responsible for comprehensive planning and public facilities planning for areas outside City limits but inside the UGB. The City is responsible for providing water, sanitary sewer, storm sewer and transportation facilities within the UPAA, except when a facility is provided by another jurisdiction through an intergovernmental agreement. After annexation the territory will be served by the City, County, and other service providers consistent with the Brookman Addition Concept Plan and UPAA.

- b. Any applicable annexation plan adopted pursuant to ORS 195.205**

If an annexation plan is adopted pursuant to ORS 195.205, the proposal is subject to a vote by the electorate. The proposed annexation is being processed through the procedures provided by Senate Bill 1573 and a vote by the electorate is not required.

- c. Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party**

ORS 195.020(2) requires counties to enter into cooperative agreements with each special district that provides an urban service within the boundaries of the county or metropolitan district. Since the City receives sewer treatment and water quality services from CWS, the property will be served by CWS upon annexation and the existing cooperative agreement between the jurisdictions will not be impacted. TVF&R will continue to serve the territory after annexation.

- d. Any applicable public facility plan adopted pursuant to a Statewide planning goal on public facilities and services; and**

The Brookman Addition has been incorporated into the City's Transportation System Plan and Sanitary Sewer, Storm Sewer, and Water Master Plans. The required urban services will be realized through a combination of developer requirements and City or County led capital improvements.

e. Any applicable comprehensive plan; and

As described above the site is within the Washington County / Sherwood UPAA and is subject to the City's local Comprehensive Plan. Compliance with the Comprehensive Plan is discussed in the "Local Standards" section of the report below.

f. Any applicable concept plan.

The site is within the Central Sub-Area of the Brookman Addition Concept Plan. Which has been adopted as part of the City's Comprehensive Plan. Upon annexation the property will be zoned Medium Density Residential High in conformance with the City's Zoning and Comprehensive Plan map. Additional findings related to the concept plan are provided in the "Local Standards" section below.

2. Consider whether the boundary change would:

a. Promote the timely, orderly and economic provision of public facilities and services;

As shown in Exhibit B3, the subject territory is surrounded by City limits to the north, east, and west. Completion of the Middlebrook Subdivision will bring public facilities including street, sanitary sewer, storm sewer, and water to the territory's eastern boundary. These facilities will be extended through the subject territory with site development. As described in this report, police and fire services are also available to serve the annexation area.

b. Affect the quality and quantity of urban services; and

The Metro code defines urban services as sanitary sewer, water, fire protection, parks, open space, recreation, and streets, roads, and mass transit. A high level analysis of many of the required urban services is included in the Brookman Addition Concept Plan and have been incorporated into the City's master plans (e.g. transportation, water, sanitary sewer, storm sewer). All new development is required to pay one-time SDCs and ongoing property taxes and utility fees. Future development will also be required to comply with the City's Engineering Design standards to ensure safe and functional infrastructure. The annexation is not anticipated to negatively impact the quality and quantity of urban services.

c. Eliminate or avoid unnecessary duplication of facilities or services.

The annexed territory will be served by public facilities and services in accordance with the UPAA and City of Sherwood master plans. No duplication of services will be created as a result of the annexation.

Metro Criteria § 3.09.045 (E)

A city may not annex territory that lies outside the UGB, except that it may annex a lot or parcel that lies partially within and partially outside the UGB.

The proposed annexation territory lies entirely within the UGB.

C. Local Standards

Under the Washington County / Sherwood UPAA the City is responsible for comprehensive planning for land within the “Urban Planning Area”. The subject territory is within the Urban Planning Area and is covered by the City’s Comprehensive Plan. Chapter 8 of the City’s Comprehensive Plan addresses Urban Growth Boundary Additions and includes policy and implementation direction for the Brookman Addition. Chapter 3 of the City’s Comprehensive Plan addresses Growth Management and is also applicable to the site and proposed annexation. As discussed below, the proposal is consistent with Chapters 3 and 8 of the Comprehensive Plan. Future development will be reviewed for compliance with the Sherwood Zoning & Community Development code at the time of development.

City of Sherwood Comprehensive

Chapter 3 Growth Management

Section B.1 Policy Goal

To adopt and implement a growth management policy which will accommodate growth consistent with growth limits, desired population densities, land carrying capacity, environmental quality and livability.

Section B.2 Policy Objectives

a. Focus growth into areas contiguous to existing development rather than “leap frogging” over developable property.

The subject territory is contiguous to City boundaries to the north, east, and west. The Middlebrook Subdivision (SUB 18-02) has been approved by the City and upon completion will bring infrastructure to the eastern edge of the subject territory. The annexation will provide for an orderly expansion of the City boundary and extension of public services. “Leap frogging” of developable property is not proposed.

b. Encourage development within the present city limits, especially on large passed-over parcels that are available.

The application proposes to annex 2.19 acres of territory to the City for eventual residential development and required public infrastructure. The annexation is consistent with other applicable sections of the City’s Comprehensive Plan and is within a planned and needed residential growth area.

c. Encourage annexation inside the UGB where services are available.

The area to be annexed is in the UGB and services are available to be extended into the area, as described in the agency comments and throughout this report.

d. When designating urban growth areas, consider lands with poorer agricultural soils before prime agricultural lands.

The territory to be annexed was brought into the City's Urban Growth Boundary in 2002. Prior to expanding the UGB, extensive analysis on the suitability of site soils in comparison to other soils in the region was performed.

e. Achieve the maximum preservation of natural features.

No natural features or constrained areas are shown in vicinity of the territory in the Brookman Addition Concept Plan. The applicant will be required to show compliance with all applicable natural resource regulations including wetland, floodplain, and habitat areas through a future land use application.

f. Provide proper access and traffic circulation to all new development.

The City's Transportation System Plan and Brookman Addition Concept Plan address requirements for SW Brookman Rd. and the new local street system that will be constructed within the Brookman area. A new local residential street will be stubbed to the eastern boundary of the subject territory as part of the Middlebrook Subdivision. The residential street stub will provide a public, local roadway connection that can serve future development. Per the City's Engineering comments, a future access point along SW Brookman Rd. is unlikely due to within the subject territory due to County intersection spacing requirements. A new intersection with SW Brookman Rd. is being constructed east of the subject territory as part of the Middlebrook Subdivision. Final access and vehicular circulation patterns will be determined at the time of site development and will be required to comply with the City's Transportation System Plan, development code and engineering design standards.

g. Establish policies for the orderly extension of community services and public facilities to areas where new growth is to be

encouraged, consistent with the ability of the community to provide necessary services. New public facilities should be available in conjunction with urbanization in order to meet future needs. The City, Washington County, and special service districts should cooperate in the development of a capital improvements program in areas of mutual concern. Lands within the urban growth boundary shall be available for urban development concurrent with the provision of the key urban facilities and services.

The extension of community services and public facilities are addressed in the Brookman Addition Concept Plan and City / County master plans. The policy requirement above has been met through the City's long-range and capital improvement planning efforts. Annexation and eventual development of the site will implement these plans and policies.

h. Provide for phased and orderly transition from rural to suburban or urban uses.

The territory is covered by the Brookman Addition Concept Plan and the City's Comprehensive Plan. The concept plan provides for future land uses which have taken into consideration factors including transportation, natural resources, existing development patterns. An orderly transition from rural to suburban will be realized through implementation of the concept plan. Upon annexation the property will be zoned Medium Density Residential High in conformance with the City's Zoning and Comprehensive Plan Map.

City of Sherwood Comprehensive

Chapter 3 Growth Management

Section F Growth Management Policy

The following policies and strategies are established for the management of urban growth in the Planning Area.

Growth Areas

Policy 5 - Changes in the City limits may be proposed by the City, County, special districts or individuals in conformance with City policies and procedures for the review of annexation requests and County procedures for amendment of its comprehensive plan.

The proposed annexation has been initiated by an individual, the property owners, in conformance with applicable City policies and procedures.

Policy 6 - The City will coordinate with Washington

County policies and procedures governing the conversion of urbanizable land to urban land. Such policies shall be included in the Washington County-Sherwood Urban Planning Area Agreement (UPAA)....

The territory is within the Sherwood Urban Growth Boundary and is identified as an “Urban Planning Area” in the Washington County / Sherwood UPAA. As described in this report, the City is responsible for comprehensive planning and the provision of public services in the area. The application has been transmitted to the County for review, in accordance with the Washington County / Sherwood UPAA.

Policy 7 - All new development must have access to adequate urban public sewer and water service.

Once annexed, the area will be in the City and Clean Water Services district boundaries and will have access to urban public sewer and water. The required extensions of these public facilities will occur after annexation but prior to or with site development. The City’s water and sewer master plans have accounted for the demands that will be created by the Brookman area including the subject territory. Adequate service is available or can be achieved through implementation of the plans.

City of Sherwood Comprehensive

Chapter 8 Urban Growth Boundary Additions

Section D.2 Brookman Road Concept Plan

Goal 8 - Implementation

The concept plan shall consider the feasibility of implementation, including financing, construction, and phasing.

Financing strategies for implementation

8.1 Consider the implementation of one or a combination of multiple alternative funding strategies to decrease the gap between costs and current revenues. Strategies to be considered include (but are not limited to):

- a. Local Improvement District (LID)**
- b. County Service District**
- c. Expanded developer requirements**
- d. Expanded System Development Charges**
- e. Transportation Utility Fees**
- f. Bonds**
- g. Urban Renewal District**

A funding plan for the Brookman area was created and approved by the City in 2011 (Resolution 2011-072) (Exhibit B4). The funding plan demonstrates that the anticipated costs of providing service to the area are reasonably likely to be funded through existing local, county and regional funding sources, in addition to one-time System Development Charges paid by developers.

8.2 To facilitate and ensure implementation in accordance with the concept plan policies, annexation of properties within the Brookman Addition concept plan area may not occur until development code amendments are made to implement applicable policies, including but not limited to policy 4.4 a. Prior to or concurrent with annexation, and assignment of zoning of properties within the Brookman addition area, a plan shall be prepared and adopted by Council to ensure that necessary infrastructure improvements will be available and a funding mechanism or combination of funding mechanisms are in place for the necessary infrastructure improvements consistent with the funding options identified in the concept plan and in full compliance with the Transportation Planning Rule. The plan for annexation may address all or part of the concept plan area, subject to Council approval.

Policy 4.4 requires an applicant to “Identify a local connection to Redfern Drive as an ‘area of special concern.’ Redfern Drive is located in the East Sub-Area of the Brookman Addition Concept Plan while the proposed annexation will occur in the Central Sub-Area. Policy 4.4.a is not applicable to the subject territory.

As described above, a funding plan for the Brookman area was created and approved by the City in 2011 (Resolution 2011-072) (Exhibit B4). The funding plan demonstrates that the anticipated costs of providing service to the area are reasonably likely to be funded through existing local, county and regional funding sources, in addition to one-time System Development Charges paid by developers.

8.3 The portion of the concept plan area west of Old Pacific Highway and east of Highway 99W shall be subject to Master Plan or PUD approval. Development of this area shall be approved by the City Council following a public hearing, shall generally be consistent with the Concept Plan and shall provide no net change in the amount of land area designated to a specific zone; however the exact location may change depending on the development proposed through the master plan or PUD

The annexation territory is located in the Central Sub-Area of the Brookman Addition which is defined as between the rail tracks to the west and Cedar Creek to the east. No action is proposed in the area described in the criterion above.

IV. RECOMMENDATION

This staff report provides a review and analysis of the applicable criteria for annexation. It is staff's recommendation, based on the criteria in Senate Bill 1573, ORS 199.510(2)(c), Metro Code 3.09 and the City's policies in the Comprehensive Plan and Brookman Addition Concept Plan, that the annexation petition (LU 2021-003 AN Olivia Beach), be approved by the City Council.

V. Condition of Approval

1. Prior to site development the subject territory shall be annexed to the Metropolitan Service District (Metro) boundary.

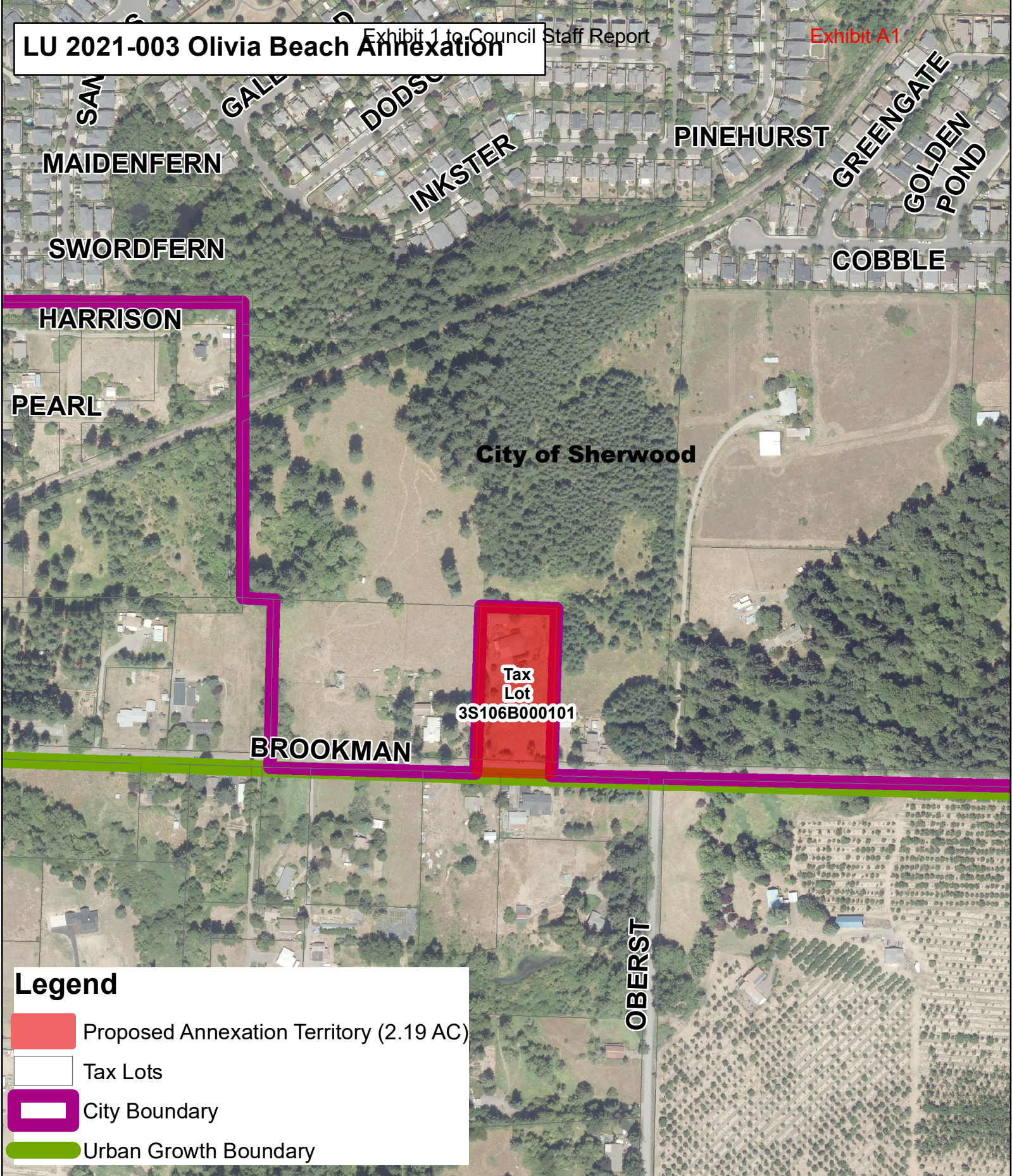
VI. EXHIBITS

- A. Maps and Visuals
 1. Map of Proposed Annexation Territory
 2. Legal Description of Annexation Territory
 3. Brookman Addition Subdivision Approval Map
 4. Middlebrook Draft Final Plat
 5. Zoning and Comprehensive Map – Snip of Subject Territory
- B. Agency Comments and Supplemental Information
 1. Sherwood Engineering Department Comment Letter
 2. Sherwood Police Department Comments
 3. Tualatin Valley Fire & Rescue Comments
 4. Res. 2011-072 Brookman Funding Plan
 5. Washington County / Sherwood Urban Planning Area Agreement
- C. Applicant Submittal

LU 2021-003 Olivia Beach Annexation

Exhibit 1 to Council Staff Report

Exhibit A1



Date: 3/31/2021

Map data provided by METRO and the City of Sherwood. The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over many years, using many different formats and standards. While the data provided is generally believed to be accurate, occasionally it proves to be

**Annexation Boundary
Legal Description**

A tract of land located in the northwest quarter of Section 6 of Township 3 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod at the northeast corner of that property described in Washington County Deed Record 88-07960; thence along the north line of said property North 88°10'05" West 208.00 feet to a 5/8 inch iron rod at the northwest corner of said property; thence along the west line of said property, and the southerly extension thereof, South 02°07'10" West 459.00 feet to a point on the south right of way line of SW Brookman Road; thence along said south right of way line South 88°10'05" East 208.00 feet to the intersection of said south right of way line and the southerly extension of the east line of said property conveyed in Washington County Deed Record 88-07960; thence along said southerly extension and east line of said property North 02°07'10" East 459.00 feet to the point of beginning.

The above described boundary contains 2.19 acres of land, more or less. The basis of bearing for the above described boundary is from Washington County Survey No. 33735.



ANNEXATION CERTIFIED

BY *VS*

JAN 12 2021

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

ANNEXATION BOUNDARY
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 6 OF
 TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE
 WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON
 DATE: JANUARY 5, 2021

- LEGEND**
- 5/8" IRON PER C.S. 33735,
NOT SURVEYED BY OUR OFFICE
 - Δ CALCULATED POINT
 - POB POINT OF BEGINNING OR LEGAL DESCRIPTION
 - WCDR WASHINGTON COUNTY DEED RECORD
 - R/W RIGHT OF WAY
 - C.S. WASHINGTON COUNTY SURVEY
 - () RECORD INFORMATION AS PER C.S. 33735

REGISTERED
PROFESSIONAL
LAND SURVEYOR

BRIAN SCOTT SAILOR, P.L.S.
COLE SURVEYING, LLC
P.O. BOX 1211
CORVALLIS, OREGON 97339
(541) 257-1019

OREGON
JANUARY 1, 2022
BRIAN SCOTT SAILOR
#13341

EXPIRES 6/30/22

ACCOUNT: P586431
 PER WCDR 2019-088141
 TAX MAP 35-01-06B, TAX LOT 100

WCDR 88-07960
 TAX MAP 35-01-06B, TAX LOT 101

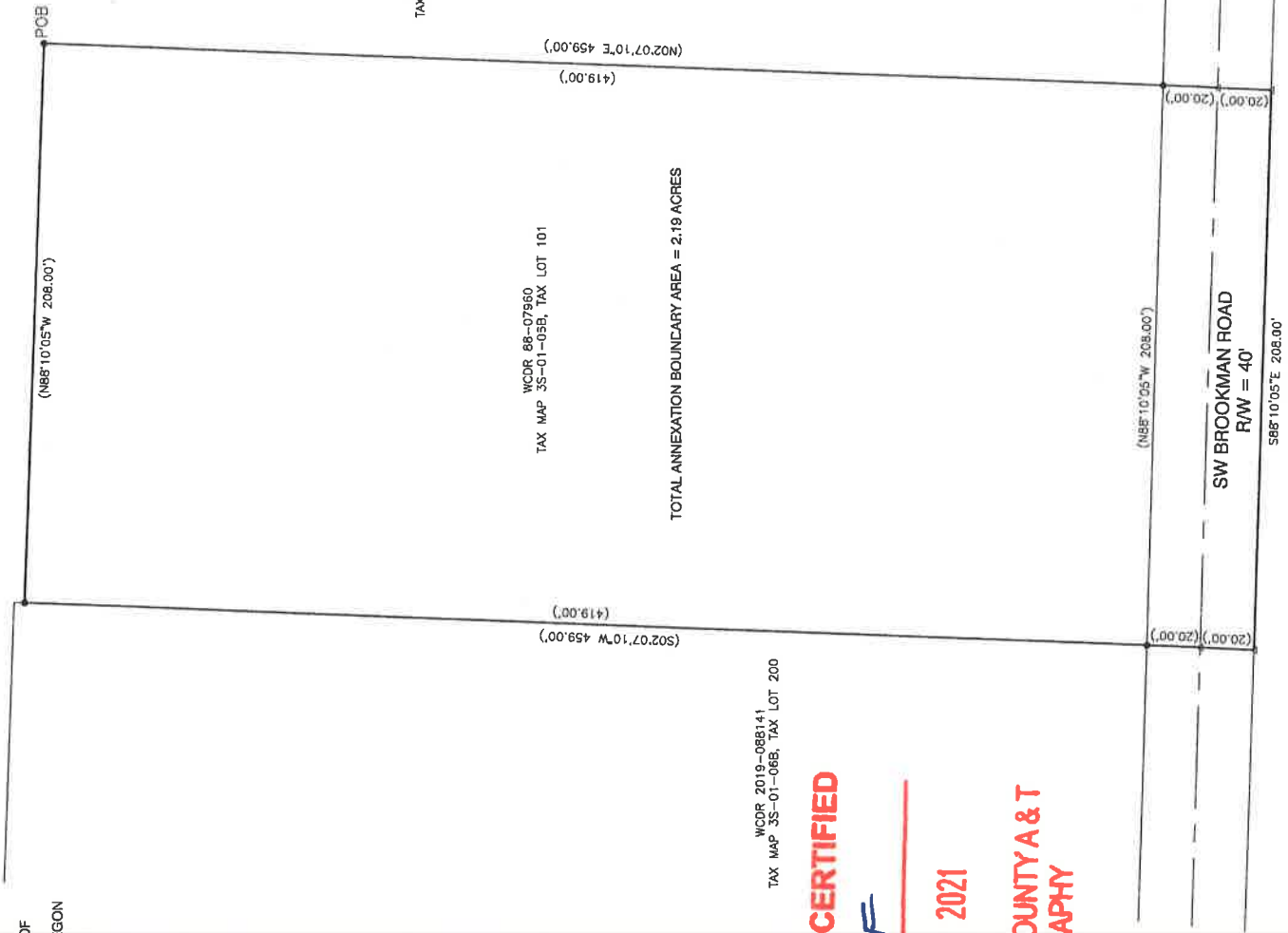
TOTAL ANNEXATION BOUNDARY AREA = 2.19 ACRES

WCDR 2019-088141
 TAX MAP 35-01-06B, TAX LOT 200

ANNEXATION CERTIFIED

BY  **WASHINGTON COUNTY A & T
CARTOGRAPHY**

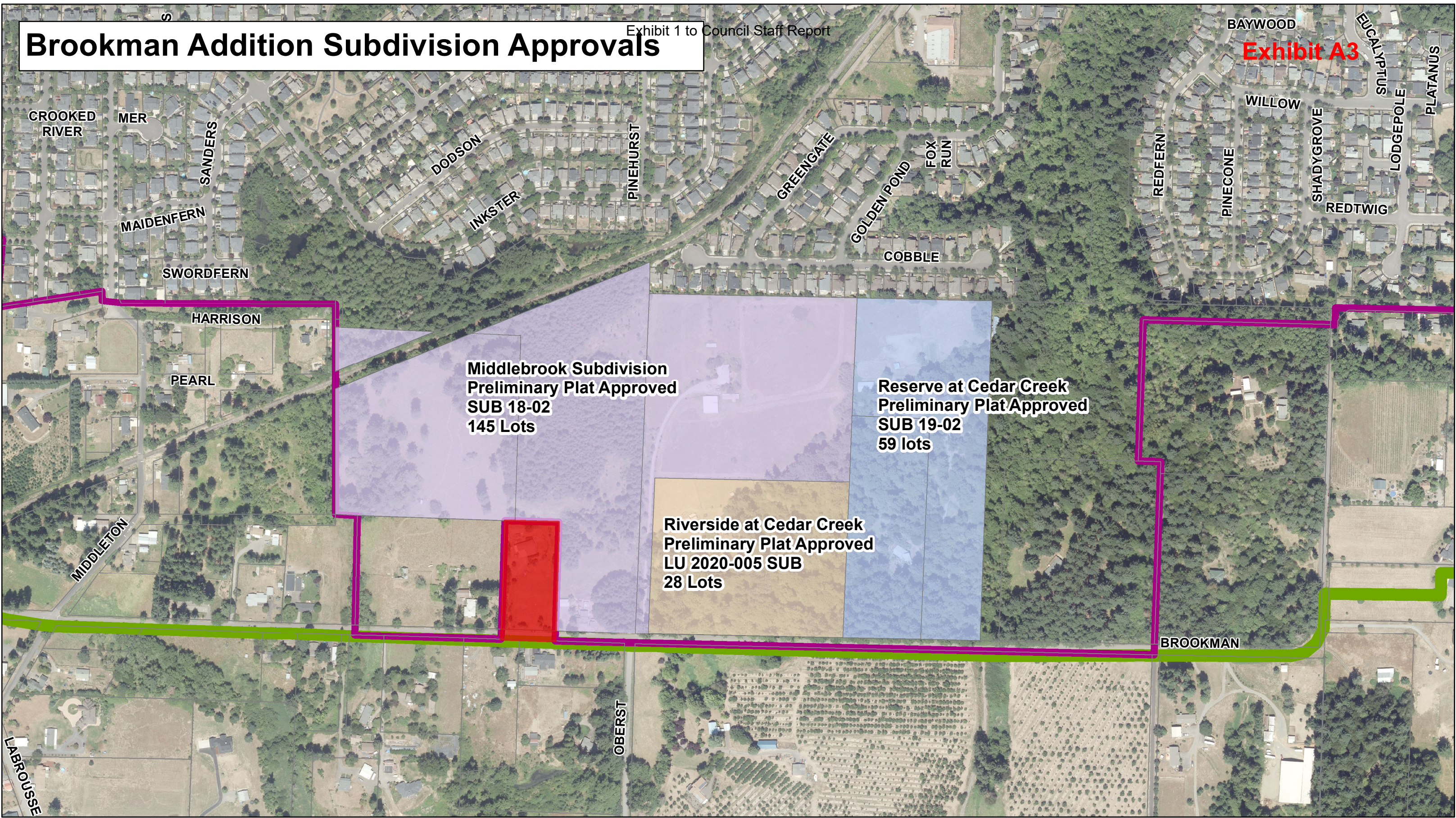
JAN 12 2021



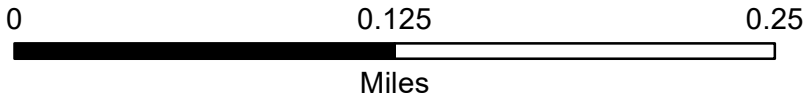
Brookman Addition Subdivision Approvals

Exhibit 1 to Council Staff Report

Exhibit A3



-  Proposed Olivia Beach Annexation (2.19 AC)
-  Tax Lots
-  City Boundary
-  Urban Growth Boundary



Date: 3/31/2021

Map data provided by METRO and the City of Sherwood. The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over many years, using many different formats and standards. While the data provided is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not

PREPARED FOR
BROOKMAN DEVELOPMENT, LLC.
PO BOX 61426
VANCOUVER, WA 98666

SHEET 1 OF 16

"WOODHAVEN NO. 4"
TRACT 'U'

S87°20'03"E 381.83'

SECONDARY INITIAL POINT
TRACT 'F'

S68°14'20"W 411.10'

TRACT 'E'

— 5" x 7" STONE WITH 'X'; AS
FOUND PER SN 4800

- 4-1/2" x 4-1/2" STONE
WITH FAINT 'X'; PER SN
1906

N87°04'11"W —
84.70'

DOC. NO.
2011-080743

N88°10'05"W 572.34'

DOC. NO.
2019-088141

SHEET INDEX

SHEET 1	PLAT BOUNDARY, NARRATIVE
SHEET 2	LOTS 9-14 AND TRACTS A AND B
SHEET 3	LOTS 4-8 AND 15-23
SHEET 4	LOTS 1-3, 93-94, 107-112
SHEET 5	LOTS 95-106 AND 113-117
SHEET 6	LOTS 118-124, TRACTS D AND E
SHEET 7	LOTS 125-134 AND TRACT F
SHEET 8	LOTS 87-92 AND 138-141
SHEET 9	TRACT C
SHEET 10	LOTS 142-145, TRACT G, AND A PORTION OF TRACT H

SHEET 11	LOTS 41-62 AND A PORTION OF TRACT H
SHEET 12	LOTS 31-40 AND 47-51
SHEET 13	LOTS 29-30 AND 52-58
SHEET 14	LOTS 24-28 AND 70-79
SHEET 15	LOTS 63-69 AND 80-86
SHEET 16	APPROVALS, DECLARATION, ACKNOWLEDGMENT, PLAT NOTES, SURVEYOR'S CERTIFICATE, REMAINING MONUMENTATION, CONSENT AFFIDAVIT

DOC. NO.
88-07960

N02°07'10"E 419.00'

TRACT 'A'

1" IRON PIPE, UP -
0.5'; PER SN 7341-

SW BROOKMAN
ROAD

—N88°10'05"W 307.78'

N88°50'26"W 50.20

N66°47'05"E 42.19'

TRACT 'G'

5/8" IRON ROD W/OPC
"CONSULTING ENGINEERING
SERVICES"; PER SN 26,048

INITIAL POINT

1/4 CORNER
SECTION 31, T2S, R1W
SECTION 6, T3S, R1W
FOUND 3-1/4" ALUMINUM
DISK, PER USBT
BOOK 10
PAGES 241-244

— "ABNEY REWARD
NO. 2"

S88°45'46"E 799.95

SW ATFALATI
LANE

SW KALAPUYA
LANE

SW TRILLIUM LANE

N88°50'53"W 749.89'

LEGEND

- | | |
|---|---|
| □ | 5/8" IRON ROD; PER SN 15,832 |
| ○ | 5/8" IRON ROD W/YPC INSCRIBED "AKS ENGR."; PER SN 33,735 |
| △ | 5/8" IRON ROD W/YPC INSCRIBED "OTAK INC."; PER SN 25,705 |
| ▲ | 5/8" IRON ROD W/OPC INSCRIBED "CONSULTING ENGINEERING SERVICES"; PER PLAT OF "ABNEY REWARD NO. 2" |
| ◎ | DENOTES FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE |
-
- | | |
|----------|--|
| DOC. NO. | DOCUMENT NUMBER PER WASHINGTON COUNTY RECORDS |
| W/YPC | WITH A YELLOW PLASTIC CAP |
| W/OPC | WITH AN ORANGE PLASTIC CAP |
| SN | SURVEY NUMBER PER WASHINGTON COUNTY SURVEY RECORDS |

REVIEW
COPY

3/12/2022

REGISTERED
PROFESSIONAL
LAND SURVEYOR

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS SUBDIVIDE THOSE TRACTS OF LAND DESCRIBED IN DOCUMENT NUMBER 2017-040512 AND DOCUMENT NUMBER 2019-088141, WASHINGTON COUNTY RECORDS, PER CITY OF SHERWOOD CASE FILE NO. SUB 18-02. THE BASIS OF BEARINGS (S88°45'46"E) IS ALONG THE SOUTH LINE OF "ABNEY REYARD NO. 2" PER SURVEY NUMBER 33,735, WASHINGTON COUNTY SURVEY RECORDS. THE BOUNDARY LINES ARE PER SAID SURVEY AND I HELD ALL MONUMENTS AND DATA FROM SAID SURVEY.

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEW: 6/30/21

JOB NAME:	MIDDLEBROOK
JOB NUMBER:	3591
DRAWN BY:	MSK
CHECKED BY:	GP/PS
DRAWING NO.:	3591PLAT

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151
WWW.AKS-ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

AKS

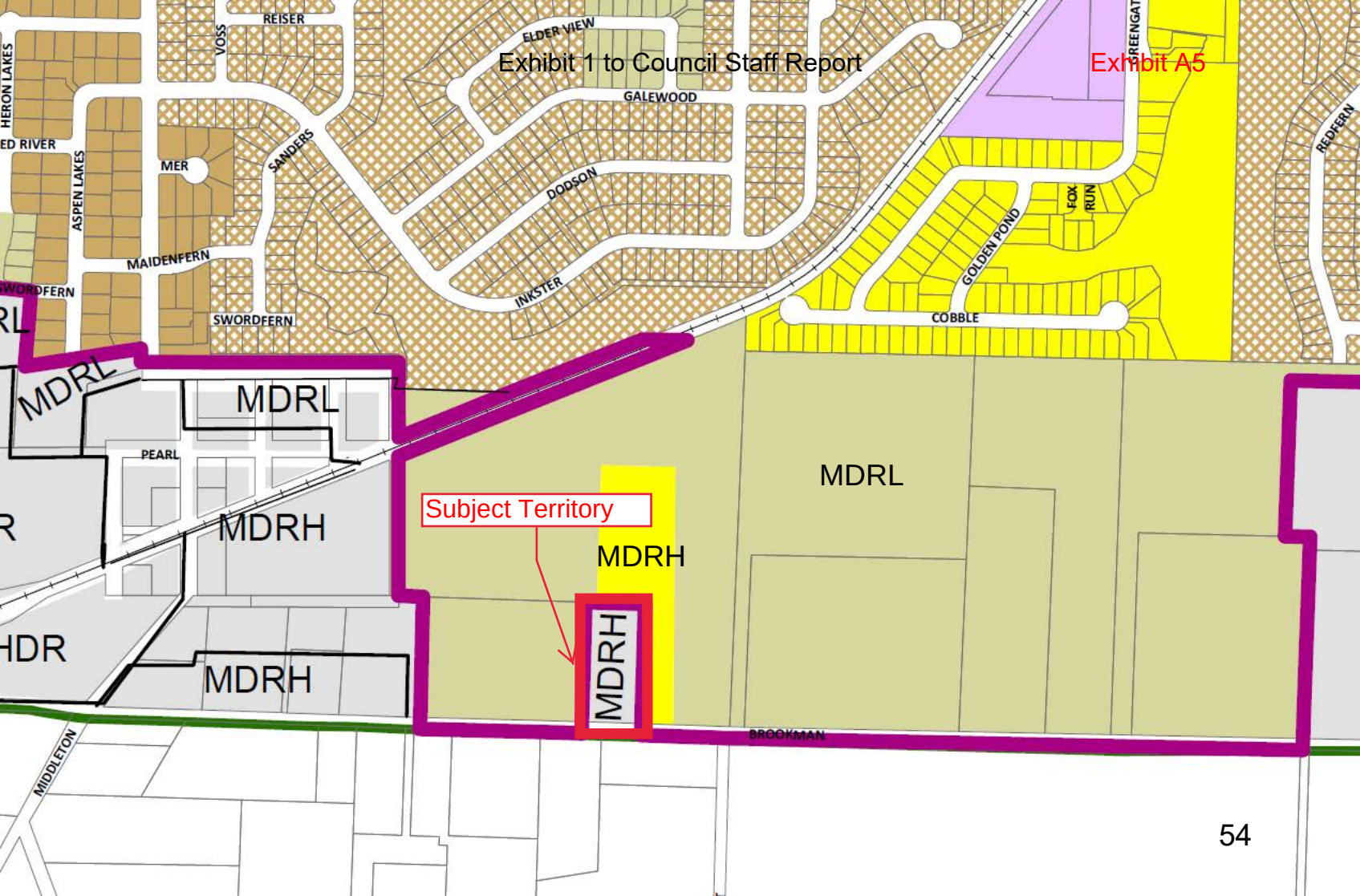


Exhibit 1 to Council Staff Report

Exhibit A5

Subject Territory

MDRH

Engineering Department Annexation Review Comments



To: Eric Rutledge, Associate Planner
From: Craig Christensen, P.E., Engineering Department
Project: Olivia Beach Annexation (LU 2021-003)
Date: March 1, 2021

Engineering staff has reviewed the information provided for the above cited project. Review of the proposed annexation materials is based on data of existing City infrastructure and the proposed improvement necessary to provide services to the area covered by the annexation request.

The criteria for provided information is an explanation of the existing nearest public utility systems, a description of the proposed public utility system needed to provide service to the annexation area, a description of the ability of the proposed public utility systems to provide service to upstream development areas, and an associated cost estimate of the proposed public utility system in terms of construction and maintenance to the City.

Transportation Comments

The subject property is located along the north side of SW Brookman Road (arterial) with frontage on said street. SW Brookman Road is a Washington County Roadway. Also the Middlebrook Subdivision is currently constructing a future public street which will stub to the east property of the subject property.

Conclusion: *Although the subject property has frontage onto SW Brookman Road it is unlikely that access to SW Brookman Road will be allowed due to spacing requirements with the new intersection to SW Brookman Road under construction within the Middlebrook Subdivision. Also lots will likely not be allowed to have driveways off of SW Brookman Road since it is an arterial street. The subject property will have access to a future public street for access to potential development.*

Therefore the subject property has access to the public street system through the future public street system under construction for the Middlebrook Subdivision.

Sanitary Sewer System Comments

Currently the subject property has no access to public sanitary sewer. The existing public sanitary sewer trunk line ends at the southern border of the old city limits. As part of the under construction Middlebrook Subdivision, the sanitary sewer trunk line will be extended and public sanitary sewer will be installed in the proposed streets for said subdivision. This future public sanitary sewer system will be stubbed to the east property line of the subject property.

Conclusion: *Although the subject property currently has no access to public sanitary sewer, the subject property will have access to public sanitary sewer via the future public sanitary sewer system under construction for the Middlebrook Subdivision.*

Project: Olivia Beach Annexation (LU 2021-003)
Date: March 1, 2021
Page: 2 of 2

Water System Comments

Currently the subject property has no access to public water. The nearest existing public water line is currently over 1000 feet away. As part of the under construction Middlebrook Subdivision, the public water system will be brought to the subdivision and will be installed in the proposed streets for said subdivision. This future public water system will be stubbed to the east property line of the subject property.

Conclusion: *Although the subject property currently has no access to public water, the subject property will have access to public water via the future public water system under construction for the Middlebrook Subdivision.*

Stormwater System Comments

Currently the subject property has no access to public storm sewer. The nearest location of storm discharge is a street side ditch along the north side of SW Brookman Road which eventually flows to Cedar Creek approximately 700 feet away. As part of the under construction Middlebrook Subdivision, a public storm sewer will be installed in SW Brookman Road along the full length of the Middlebrook Subdivision street frontage. This future public storm sewer system will be stubbed in SW Brookman Road in line with the east property line of the subject property.

Conclusion: *Although the subject property currently has no access to public storm sewer, the subject property will have access to public storm sewer via the future public storm sewer system under construction for the Middlebrook Subdivision.*

End of Comments

Disclaimer

The comments provided above are initial in nature and are in no way binding as to what the conditions may or may not be imposed on the development due to the City of Sherwood Land Use approval process. Engineering have applied standard efforts to provide applicant with accurate public infrastructure information and engineering development standards related to the level and completeness of the applicants submittal. Note that in lacking certain applicant development information engineering has made best reasonable assumptions in development of the comments. However, the comments provided may not be complete and may not accurately reflect the site developments end product.

From: [Jeff Groth](#)
To: [Eric Rutledge](#)
Subject: RE: LU 2021-003 Olivia Beach Annexation
Date: Thursday, March 18, 2021 11:30:28 AM
Attachments: [image002.jpg](#)

No concerns-JG

Chief Jeff Groth
Sherwood PD
(503) 625-5523
grothj@sherwoodoregon.gov

From: Eric Rutledge <RutledgeE@SherwoodOregon.gov>
Sent: Thursday, March 18, 2021 9:20 AM
To: Eric Rutledge <RutledgeE@SherwoodOregon.gov>
Cc: Eric Rutledge <RutledgeE@SherwoodOregon.gov>
Subject: LU 2021-003 Olivia Beach Annexation

Hi Agency Partners:

The City of Sherwood Sherwood Planning Department is requesting agency comments on the following land use application:

- **Proposal:** The applicant is seeking approval from the City of Sherwood to annex ±2.19 acres of land located at 17687 SW Brookman Rd. in unincorporated Washington County, Oregon. The property is in the Brookman Addition Concept Plan area and upon annexation to the City will be zoned Medium Density Residential High (MDRH). The annexation is proposed under ORS 222.127 (SB 1573 method) which requires petition from 100% of landowners. The applicant is also requesting annexation of the property into Clean Water Services boundary for the provision of sanitary sewer, stormwater, and surface water management pursuant to ORS 199.510(C). No development is proposed at this time.
- **Location:** 17687 SW Brookman Rd., Sherwood OR 97140
- **Comment Deadline:** Thursday April 1, 2021 for consideration in the staff report
- **Hearing Date:** Virtual Hearing before the Sherwood City Council on April 20, 2021 and May 4, 2021. Agencies impacted by the proposal are welcome to attend online, however, all testimony must be submitted in writing prior to the hearing. All hearings can be viewed at <https://www.youtube.com/user/CityofSherwood>
- **Applicable code criteria:** The Oregon Revised Statutes [ORS 222 and ORS 199.510(c)] guide the process for annexations and Senate Bill 1573 provide specific criteria for deciding city boundary changes. Metro, the regional government for this area, also has legislative authority to provide criteria for reviewing annexations (Metro Code 3.09). In addition, consistency with the Statewide Planning Goals and City of Sherwood Comprehensive Plan Growth

Management policies for urbanization are analyzed against the request.

- **Application materials:** <https://www.sherwoodoregon.gov/planning/project/olivia-beach-annexation>

Eric Rutledge
City of Sherwood
Associate Planner
rutledgee@sherwoodoregon.gov
Desk 503.625.4242
Cell 971.979.2315



Covid-19 Update: The City's Planning Department is fully operational, however, with limited face to face contact. We are holding virtual meetings and processing permits electronically as much as possible. Please contact staff to discuss application and plan submittal options.

From: [Mooney, Thomas A.](#)
To: [Eric Rutledge](#)
Subject: Re: LU 2021-003 Olivia Beach Annexation
Date: Thursday, March 18, 2021 9:58:23 AM
Attachments: [image003.jpg](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you are expecting this email and/or know the content is safe.

Hi Eric,

This property is located within Tualatin Valley Fire & Rescues service area and we will be able to provide services to the property.

Thank you,

Tom Mooney, MIAAI-CFI
Deputy Fire Marshal | Tualatin Valley Fire & Rescue
Direct: 503-259-1419
www.tvfr.com

Tualatin Valley Fire & Rescue | Official Website

A virtual paramedic informational meeting is set for Monday, March 15, at 6 p.m. A sign-up sheet is posted on the new "Steps to Prepare" page.

www.tvfr.com

From: Eric Rutledge <RutledgeE@SherwoodOregon.gov>
Sent: Thursday, March 18, 2021 9:19 AM
To: Eric Rutledge <RutledgeE@SherwoodOregon.gov>
Cc: Eric Rutledge <RutledgeE@SherwoodOregon.gov>
Subject: LU 2021-003 Olivia Beach Annexation

The sender is from outside TVF&R – Do not click on links or attachments unless you are sure they are safe

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Eric Rutledge
City of Sherwood
Associate Planner
rutledgee@sherwoodoregon.gov
Desk 503.625.4242
Cell 971.979.2315



Covid-19 Update: The City's Planning Department is fully operational, however, with limited face to face contact. We are holding virtual meetings and processing permits electronically as much

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**RESOLUTION 2011-072****A RESOLUTION ACCEPTING THE BROOKMAN FUNDING PLAN FOR THE BROOKMAN CONCEPT PLAN AREA**

WHEREAS, the Brookman area was brought into the Urban Growth Boundary in 2002 by Metro via Ord. 02-0969B; and

WHEREAS, the City of Sherwood developed a concept plan for the area and adopted the Brookman Area Concept Plan and implementing Ordinances in 2009 via Ord. 09-004; and

WHEREAS, Implementation Policy 8.2.a requires that "prior to or concurrent with annexation and assignment of zoning of properties within the Brookman addition area, a plan shall be prepared and adopted by Council to ensure that the necessary infrastructure improvements will be available and a funding mechanism or combination of funding mechanisms are in place consistent with the funding options identified in the concept plan and in full compliance with the Transportation Planning Rule"; and

WHEREAS, the City has prepared a Funding Plan identifying the updated improvement costs, updated anticipated revenues and identified local, county and regional funding sources; and

WHEREAS, the Funding Plan demonstrates that the anticipated costs of providing service to the area are reasonable likely to be funding through existing local, County or regional funding sources within the planning horizon; and

WHEREAS, this finding demonstrates compliance with the Transportation Planning Rule by ensuring that transportation improvements needed to accommodate growth in the Brookman Area are reasonably likely to be funded; and

WHEREAS, the Funding Plan is based upon the entire Brookman area being annexed at one time, which ensures that revenues to fund necessary improvements throughout the area can be obtained over time.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council accepts the Funding Plan for the Brookman area, attached as Exhibit A, acknowledging the costs and revenue associated with development of the Brookman area consistent with the Brookman Concept Plan.

Section 2. This Resolution shall take effect immediately upon its passage by the Council and signature by the Mayor.

Duly passed by the City Council this 16th day of August 2011.



Keith S. Mays, Mayor

Attest:



Sylvia Murphy, CMC, City Recorder

Brookman Funding Plan

July 29, 2011

Background

The Brookman Area concept plan includes plans for the extension of water, sanitary and storm sewer and road improvements throughout the area. The plan also identifies needed upgrades to accommodate the increase in people and jobs in the area. When the Brookman Concept Plan was adopted it was realized that the cost of these improvements would not be fully covered by the System Development Charges (SDC) anticipated, however it was determined that a detailed plan for addressing the funding gap would be better addressed through coordination with potential developers and the City prior to or concurrent with annexation. Since the plan was adopted, however, the economy took a downturn and developers appear hesitant to step up and even discuss development when funding issues are undefined.

In an effort to provide more certainty for the development community and the residents in the Brookman area and the City of Sherwood, the City has decided to take the lead on developing a funding plan. This funding plan is also a prerequisite for annexation. (Brookman Concept Plan Implementation Policy 8.2.a)

Identified need

It is assumed that there is a certain level of improvement that is expected to be covered by any development and generally serves or benefits primarily that development. This includes: local roadways, traffic calming measures directly related to development, 8-inch water pipes, local sanitary sewer lines, and storm water detention facilities. The concept Plan identified the following needs for improvements that are not generally or typically paid for by developers:

Identified projects		Estimated cost (2008) not paid by developer
Water	Main reservoir upgrade	400,000
	Reservoir no. 2	4,700,000
	SW Sherwood PRV	190,000
	12-inch water main pipes	1,931,000
	Total	7,221,000
Sanitary	Collection System Extension Area 54/55	1,292,430
	Capacity upgrade	113,176
	Capacity Update	133,176
	Total	1,538,782
Storm	Assumes regional water quality facilities:	
	Base Construction items	181,771
	Conveyance infrastructure	467,412
	Detention facilities	0
	Construction contingencies	259,673
	Engineering and permitting	454,428
	Land Acquisition	0
	Staffing and Appraisal	601,875
	Total	1,965,160
Transportation	Old Hwy 99-Upgrade to collector standards	1,235,000
	Brookman, east of Middleton - Urbanize and rebuild existing roadway	10,855,000
	Brookman, west of Middleton – Construct new collector with rail crossing	6,770,000
	Brookman/Old Hwy 99 intersection – construct a round-about	800,000
	Hwy 99W/Sunset intersection – add eastbound right turn overlap phase ¹	10,000
	Hwy 99W/Sunset intersection – Add westbound right turn lane	250,000
	Hwy 99W/Sunset intersection – Add westbound right turn overlap phase	10,000
	Hwy 99W/Brookman intersection – Add traffic signal	250,000
	Sunset-Timbral intersection – Construct a round-about	800,000
	Sunset/Redfern intersection – all-way stop control	10,000
	Brookman/Ladd Hill intersection – All-way stop control	10,000
	Brookman/Ladd Hill intersection – add southbound right turn lane	250,000
	Or Construct round-about	800,000
	Total	21,250,000-21,790,000²

¹ The Highway 99W/Sunset improvements were determined no longer necessary after adjustments to the jobs housing mix, however that change was made after the cost analysis was completed.

Identified Revenue

The Concept Plan includes estimated revenue via SDC's to fund the needed improvements. The estimates were made based on the plan draft recommended by the Steering Committee and were not updated after adjustments to the jobs-housing mix at the Planning Commission and Council level.

Comparison of assumptions in Fiscal impact analysis and final adopted plan:

	Fiscal impact analysis assumptions	Final adopted plan
Retail	29 jobs	29 jobs
Office	349 jobs	774 jobs
Industrial	102 jobs	226 jobs
Single family	943 dwelling units	798 dwelling units
Multi-family	296 dwelling units	290 dwelling units

This difference in the number of housing units and jobs results in a significant change in the revenue projections:

	Estimated SDC revenue ³			
	Traffic SDC and TIF	Sanitary	Storm SDC	water SDC
Retail	663,125	96,318	18,874	87,106
Office	1,569,957	272,901	121,448	275,204
Industrial	795,109	476,505	121,448	439,955
Single family	4,811,812	3,416,529	617,345	5,042,641
Multi-family	106,370	1,241,569	84,157	1,832,569
Total	8,904,372	5,503,849	963,272	7,677,474

Identified gaps and plan to fill

	Estimated Costs based on final adopted plan	Estimated revenues based on final adopted plan	Additional funding sources	Gap
Water	7,221,000	7,677,474		None
Sanitary	1,538,782	5,503,849		None
Storm	1,965,160	963,272		1,001,888
Traffic	20,880,000- \$21,420,000	8,904,372	RTP project #10682 =\$20,510,000 ⁴	None

² With removal of the Highway 99W/Sunset improvements, the total cost estimate is reduced by \$370,000 to \$20,880,000-\$21,420,000.

³ All assumptions used for calculation of SDCs is from the April 2008 Fiscal Impact Analysis in the Brookman Concept Plan appendix with updates needed to reflect the job and housing changes.

⁴ This project is to reconstruct Brookman Road to collector standards between 99W and Ladd Hill. It is on the financially constrained list in the RTP indicating that it is reasonably likely to be funding within the RTP planning horizon (2035) and is eligible for Federal funds through the MTIP process

Conclusion

The updated analysis reveals that the only area in which there is a gap between projected costs and revenues is in storm water. Because the costs are based on an assumed regional water quality facility, it is possible that the gap can be addressed simply by requiring all development to address storm water on their own property for their own development. This is not ideal, and the City should continue to work towards funding regional facilities in the area; however the lack of funding will not undermine the ability of the area to develop consistent with accepted storm water design practices.

All needed transportation improvements to support the projected build out of the area can reasonably likely be funding from existing identified sources within the planning horizon.

All needed sanitary sewer improvements to support the projected build out of the area can reasonably likely be funding through SDC's collected as development occurs in the area.

All needed water improvements to support the projected build out of the area can reasonably likely be funding through SDC's collected as development occurs in the area.

That said, all improvements may not be available at the same time a developer is interested in developing. While it is anticipated that improvements can be funding, the timing may not match when a developer needs them to be in place. In those instances, a developer has the following potential options:

- Construct improvement and receive credits equal to the amount of the eligible improvement
- Request the formation of a reimbursement district to recoup the costs incurred from future developers
- Form a local improvement district

Washington County – Sherwood Urban Planning Area Agreement

THIS AGREEMENT is entered into by WASHINGTON COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as the “COUNTY”, and the CITY OF SHERWOOD, an incorporated municipality of the State of Oregon, hereinafter referred to as the “CITY”.

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

WHEREAS, Statewide Planning Goal #2 (Land Use Planning) requires that city, county, state and federal agency and special district plans and actions shall be consistent with the comprehensive plans of the cities and counties and regional plans adopted under ORS Chapter 197; and

WHEREAS, the Oregon State Land Conservation and Development Commission (LCDC) requires each jurisdiction requesting acknowledgment of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary (UGB) will be implemented; and

WHEREAS, following the Urbanization Forum process, the COUNTY through Resolution & Order 09-63, and the CITY through Resolution 2009-046, agreed that all future additions to the UGB during or after 2010 must be governed and urbanized by the CITY in the COUNTY and also agreed to urge Metro to expand the UGB only to such areas as are contiguous to incorporated areas of Washington County; and

WHEREAS, the State legislature, with House Bill 4078-A in 2014 and House Bill 2047 in 2015, validated the acknowledged UGB and Urban and Rural Reserves established through the Metro Regional process involving both the COUNTY and the CITY; and

WHEREAS, the COUNTY and CITY desire to amend the Urban Planning Area Agreement (UPAA) to reflect the changes to the UGB, the CITY’s Urban Planning Area, and the need for urban planning of the new urban reserve lands; and

WHEREAS, the COUNTY and the CITY, to ensure coordinated and consistent comprehensive plans, consider it mutually advantageous to establish:

1. An Urban Planning Area Agreement incorporating both a site-specific Urban Planning Area within the UGB within which both the COUNTY and the CITY maintain an interest in comprehensive planning and an Urban Reserve Planning Area outside the UGB where both the COUNTY and the CITY maintain an interest in concept planning; and

Agreement amended by
Washington County Land Use A-Engrossed Ordinance No. 821
Adopted September 26, 2017

2. A process for coordinating comprehensive planning and development in the Urban Planning Area and concept planning in the Urban Reserve Planning Area; and
3. Policies regarding comprehensive planning and development in the Urban Planning Area and concept planning in the Urban Reserve Planning Area; and
4. A process to amend the Urban Planning Area Agreement.

NOW THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

I. Location of the Urban Planning Area and Urban Reserve Planning Area

The Urban Planning Area and Urban Reserve Planning Area, mutually defined by the COUNTY and the CITY, include the areas designated on the Washington County - Sherwood UPAA Map “Exhibit A” to this Agreement.

II. Coordination of Comprehensive Planning and Development

A. Amendments to or Adoption of a Comprehensive Plan or Implementing Regulation

1. Definitions

Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including, but not limited to, sewer and water systems, transportation systems, educational facilities, recreational facilities, and natural resources and air and water quality management programs. “Comprehensive Plan” amendments do not include small tract comprehensive plan map changes.

Implementing Regulation means any local government zoning ordinance, land division ordinance adopted under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan. “Implementing regulation” does not include small tract zoning map amendments, conditional use permits, individual subdivision, partitioning or planned unit development approvals or denials, annexations, variances, building permits and similar administrative-type decisions.

2. The COUNTY shall provide the CITY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption of the COUNTY comprehensive plan or implementing regulations. The CITY shall provide the COUNTY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption of the CITY comprehensive plan or implementing regulations. The following procedures shall be followed by the COUNTY and the CITY to notify and involve one another in the process to amend or adopt a comprehensive plan or implementing regulation.

Agreement amended by
Washington County Land Use A-Engrossed Ordinance No. 821
Adopted September 26, 2017

- a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall notify the other agency, hereinafter the responding agency, by first class mail or as an attachment to electronic mail of the proposed action at the time such planning efforts are initiated, but in no case less than thirty-five (35) days prior to the first hearing on adoption. For COUNTY or CITY comprehensive plan updates with the potential to affect the responding agency's land use or transportation system, the originating agency shall provide the responding agency with the opportunity to participate in the originating agency's planning process prior to the notification period, such as serving on the originating agency's advisory committee.
- b. For COUNTY or CITY comprehensive plan updates with the potential to affect the responding agency's land use or transportation system, the originating agency shall transmit the draft amendments to the responding agency for its review and comment before finalizing. The responding agency shall have ten (10) days after receipt of a draft to submit comments orally or in writing. Lack of response shall be considered "no objection" to the draft.
- c. The originating agency shall respond to the comments made by the responding agency either by a) revising the final recommendations, or b) by letter to the responding agency explaining why the comments cannot be addressed in the final draft.
- d. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.
- e. Upon final adoption of the proposed action by the originating agency, it shall transmit the adopting ordinance to the responding agency as soon as publicly available, or if not adopted by ordinance, whatever other written documentation is available to properly inform the responding agency of the final actions taken.

B. Development Actions Requiring Individual Notice to Property Owners

1. Definition

Development Action Requiring Notice means an action by a local government which requires notifying by mail the owners of property which could potentially be affected (usually specified as a distance measured in feet) by a proposed development action which directly affects and is applied to a specific parcel or parcels. Such development actions may include, but not be limited to, small

Agreement amended by
Washington County Land Use A-Engrossed Ordinance No. 821
Adopted September 26, 2017

tract zoning or comprehensive plan map amendments, conditional or special use permits, land divisions, planned unit developments, variances, and other similar actions requiring a quasi-judicial hearings process.

2. The COUNTY will provide the CITY with the opportunity to review and comment on proposed development actions requiring notice within the designated Urban Planning Area and Urban Reserve Planning Area. The CITY will provide the COUNTY with the opportunity to review and comment on proposed development actions requiring notice within the CITY limits that may have an effect on unincorporated portions of designated Urban Planning Area or the COUNTY's transportation network.
3. The following procedures shall be followed by the COUNTY and the CITY to notify one another of proposed development actions:
 - a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall send by first class mail or as an attachment to electronic mail a copy of the public hearing notice or comment period notice with no public hearing which identifies the proposed development action to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than ten (10) days prior to the date of the scheduled public hearing or end of the comment period. The failure of the responding agency to receive a notice shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.
 - b. The agency receiving the notice may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered "no objection" to the proposal.
 - c. If received in a timely manner, the originating agency shall include or attach the comments to the written staff report and respond to any concerns addressed by the responding agency in such report or orally at the hearing.
 - d. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

C. Additional Coordination Requirements

1. The CITY and the COUNTY shall do the following to notify one another of proposed actions which may affect the community, but are not subject to the

Agreement amended by
Washington County Land Use A-Engrossed Ordinance No. 821
Adopted September 26, 2017

notification and participation requirements contained in subsections A and B above.

- a. The CITY or the COUNTY, whichever has jurisdiction over the proposed actions, hereinafter the originating agency, shall send by first class mail or as an attachment to electronic mail a copy of all public hearing agendas which contain the proposed actions to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than three (3) days prior to the date of the scheduled public hearing. The failure of the responding agency to receive an agenda shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.
- b. The agency receiving the public hearing agenda may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered “no objection” to the proposal.
- c. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

III. Concept Planning for Urban Reserve Areas

A. Definitions

1. Urban Reserve means those lands outside the UGB that have been so designated by Metro for the purpose of:
 - a. Future expansion over a long-term period (40-50 years), and
 - b. The cost-effective provision of public facilities and services when the lands are included within the UGB.
2. Urban Reserve Planning Area means those Urban Reserves identified as ultimately being governed by the CITY at such time as the UGB is amended to include the Urban Reserve Area.
3. Urban Reserve - Planning Responsibility Undefined means those Urban Reserves that the CITY and at least one other city may have an interest in ultimately governing, but no final agreement has been reached. These areas are not considered part of the Urban Reserve Planning Area.

- B. The CITY’s Urban Reserve Planning Area and the Urban Reserve - Planning Responsibility Undefined are identified on “Exhibit A” to this Agreement.

Agreement amended by
Washington County Land Use A-Engrossed Ordinance No. 821
Adopted September 26, 2017

- C. The CITY and COUNTY shall be jointly responsible for developing a concept plan for the Urban Reserve Planning Area in coordination with Metro and appropriate service districts. The concept plan shall include the following:
1. An agreement between the COUNTY and CITY regarding expectations for road funding, jurisdictional transfer over roadways to and from the CITY and COUNTY, and access management for county roads in the Urban Reserve Planning Area. The agreement should describe any changes to the CITY and/or COUNTY Transportation System Plans, other Comprehensive Plan documents, or codes that have been adopted or will be necessary to implement this agreement.
 2. An agreement between the COUNTY and CITY that preliminarily identifies the likely providers of urban services, as defined in ORS 195.065.(4), when the area is urbanized.
- D. The concept plan shall be approved by the CITY and acknowledged by the COUNTY.
- E. Upon completion and acknowledgement of the concept plan by the CITY and COUNTY, and the addition of the area into the UGB by Metro, the affected portion of the Urban Reserve Planning Area shall be designated as part of the Urban Planning Area. Inclusion in the Urban Planning Area is automatic and does not require an amendment to this agreement.

IV. Comprehensive Planning and Development Policies for Urban Planning Areas

A. Definition

Urban Planning Area means the incorporated area and certain unincorporated areas contiguous to the incorporated area for which the CITY conducts comprehensive planning and seeks to regulate development activities to the greatest extent possible. The CITY's Urban Planning Area is designated on "Exhibit A" to this Agreement.

- B. The CITY shall be responsible for comprehensive planning within the Urban Planning Area.
- C. The CITY and COUNTY will implement the applicable Urban Reserve concept plan and related agreements as the comprehensive plan is prepared for the Urban Planning Area to ensure consistency and continuing applicability with the original concept plan. If modifications to the original concept plan are made during the comprehensive planning process, the parties will update the related agreements to reflect these changes, which may include transportation, access and funding.
- D. The CITY shall be responsible for the preparation, adoption and amendment of the

Agreement amended by
Washington County Land Use A-Engrossed Ordinance No. 821
Adopted September 26, 2017

public facility plan required by OAR 660-011 within the Urban Planning Area.

- E. As required by OAR 660-011-0010, the CITY is identified as the appropriate provider of local water, sanitary sewer, storm sewer and transportation facilities within the Urban Planning Area. Exceptions include facilities provided by other service providers subject to the terms of any intergovernmental agreement the CITY may have with other service providers; facilities under the jurisdiction of other service providers not covered by an intergovernmental agreement; and future facilities that are more appropriately provided by an agency other than the CITY.
- F. The COUNTY shall not approve land divisions within the unincorporated Urban Planning Area that are inconsistent with the provisions of the Future Development 20-Acre District (FD-20).
- G. The COUNTY shall not approve a development proposal in the Urban Planning Area if the proposal would not provide for, nor be conditioned to provide for, an enforceable plan for redevelopment to urban densities consistent with the CITY's Comprehensive Plan in the future upon annexation to the CITY as indicated by the CITY Comprehensive Plan.
- H. The COUNTY will not oppose any orderly, logical annexation of land to the CITY within the CITY's Urban Planning Area.

V. Amendments to the Urban Planning Area Agreement

- A. The following procedures shall be followed by the CITY and the COUNTY to amend the language of this agreement or the Urban Planning Area Boundary:
 - 1. The CITY or COUNTY, whichever jurisdiction originates the proposal, shall submit a formal request for amendment to the responding agency.
 - 2. The formal request shall contain the following:
 - a. A statement describing the amendment.
 - b. A statement of findings indicating why the proposed amendment is necessary.
 - c. If the request is to amend the planning area boundary, a map that clearly indicates the proposed change and surrounding area.
 - 3. Upon receipt of a request for amendment from the originating agency, the responding agency shall schedule a review of the request before the appropriate reviewing body, with said review to be held within forty-five (45) days of the date the request is received.

4. The CITY and COUNTY shall make good faith efforts to resolve requests to amend this agreement. Upon completion of the review, the reviewing body may approve the request, deny the request, or make a determination that the proposed amendment warrants additional review. If it is determined that additional review is necessary, the following procedures shall be followed by the CITY and COUNTY:
 - a. If inconsistencies noted by both parties cannot be resolved in the review process as outlined in Section V. A. (3), the CITY and the COUNTY may agree to initiate a joint study. Such a study shall commence within thirty (30) days of the date it is determined that a proposed amendment creates an inconsistency, and shall be completed within ninety (90) days of said date. Methodologies and procedures regulating the conduct of the joint study shall be mutually agreed upon by the CITY and the COUNTY prior to commencing the study.
 - b. Upon completion of the joint study, the study and the recommendations drawn from it shall be included within the record of the review. The agency considering the proposed amendment shall give careful consideration to the study prior to making a final decision.
 - B. The parties will jointly review this Agreement periodically, or as needed, to evaluate the effectiveness of the processes set forth herein and to make any necessary amendments. Both parties shall make a good faith effort to resolve any inconsistencies that may have developed since the previous review. If, after completion of a sixty (60) day review period inconsistencies still remain, either party may terminate this Agreement.
 - C. Any boundary changes due to annexation into the CITY or updates to the UGB are automatic and do not require an amendment to “Exhibit A”.
- VI. This Agreement shall become effective upon full execution by the COUNTY and the CITY and shall then repeal and replace the Washington County-Sherwood Urban Planning Area Agreement effective March 3, 2010. The effective date of this Agreement shall be the last date of signature on the signature page.

IN WITNESS WHEREOF the parties have executed this Urban Planning Area Agreement on the date set opposite their signatures.

CITY OF SHERWOOD

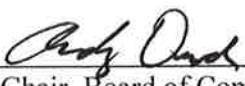
By  Date 10/17/17
~~Mayor~~ Jennifer Harris, Council President

Approved as to Form:

By  Date 10/23/17
City Attorney

By  Date 10/23/2017
City Recorder

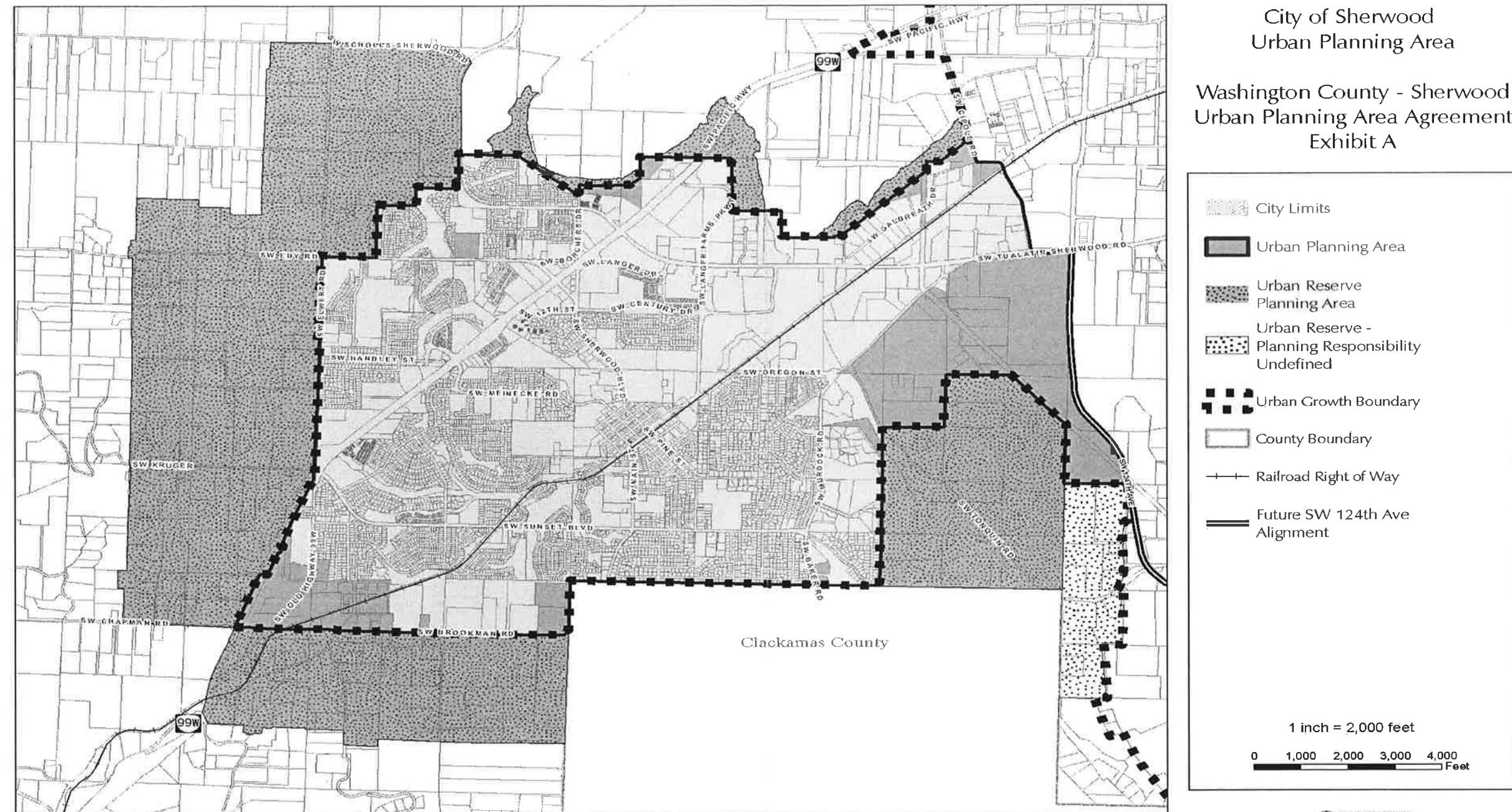
WASHINGTON COUNTY

By  Andy Duyck Date 11-7-17
Chair, Board of Commissioners RO 17-99 9-26-17

Approved as to Form:

By  Date 11/3/17
County Counsel

By _____ Date _____
Recording Secretary



J:\Workgroups\GIS\Planning\NonCz\PROJECTS\2017_Projects\UPAA\Sherwood_UPAA_VER_01.mxd



City of
Sherwood
Oregon

Home of the Tualatin River National Wildlife Refuge

RECEIVED
FEB 10 2021

City of Sherwood
Planning Dept.

City of Sherwood

Case No. LU2021-003AN
Fee 7500.00
Receipt # 938076
Date 02.10.21
TYPE Annexation

Application for Land Use Action

Type of Land Use Action Requested: (check all that apply)

- | | |
|--|--|
| ☒ Annexation | ☐ Conditional Use |
| ☐ Plan Amendment (Proposed Zone _____) | ☐ Partition (# of lots _____) |
| ☐ Planned Unit Development | ☐ Subdivision (# of lots _____) |
| ☐ Site Plan (square footage of building and parking area) | ☐ Other: _____ |
| ☐ Variance (list standards to be varied in description) | |

By submitting this form the Owner, or Owner's authorized agent/ representative, acknowledges and agrees that City of Sherwood employees, and appointed or elected City Officials, have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related specifically to the project site.

Note: See City of Sherwood current Fee Schedule, which includes the "Publication/Distribution of Notice" fee, at www.sherwoodoregon.gov. Click on Government/Finance/Fee Schedule.

Owner/Applicant Information:

Applicant: Walker John, Olivia Beach LLC

Applicant Address: P.O. Box 7534, Olympia, Washington 98507

Owner: Tom and Marie Bartlett

Owner Address: 17687 SW Brookman Road, Sherwood, Oregon 97140

Contact for Additional Information: _____

Phone: 541-921-1247

Email: _____

Phone: 503-348-9874

Email: _____

Property Information:

Street Location: 17687 SW Brookman Road

Tax Lot and Map No: Washington County Assessor's Map No. 3s106B, Lot 101

Existing Structures/Use: One single-family dwelling

Existing Plan/Zone Designation: Washington County - FD-20

Size of Property(ies) 1.99 acres

Proposed Action:

Purpose and Description of Proposed Action:

Annexation of a 1.99 acre parcel along Brookman Road to the City of Sherwood.

Proposed Use: Annexation of a single parcel.

Proposed No. of Phases (one year each): N/A

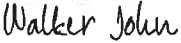
Exhibit 1 to Council Staff Report
LAND USE APPLICATION FORM

Exhibit C - Applicant Submittal

Authorizing Signatures:

I am the owner/authorized agent of the owner empowered to submit this application and affirm that the information submitted with this application is correct to the best of my knowledge.

I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

DocuSigned by:  Applicant's Signature	2/1/2021 Date
<i>Thomas Bartlett</i> Owner's Signature	12/4/2020 8:46:26 AM PST Date
<i>Mark R. Bartlett</i>	12/3/2020 6:28:54 PM PST

The following materials must be submitted with your application or it will not be accepted at the counter. Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review. Applicant can verify submittal includes specific materials necessary for the application per checklist.

- ☒ **3 Copies of Application Form*** completely filled out and signed by the property owner (or person with authority to make decisions on the property).
- ☒ **Copy of Deed** to verify ownership, easements, etc.
- ☐ **At least 3 folded** sets of plans*
- ☒ **At least 3 copies** of narrative addressing application criteria*
- ☒ **Fee** (along with calculations utilized to determine fee if applicable)
- ☐ **Neighborhood Meeting Verification** including affidavit, sign-in sheet and meeting summary (required for Type III, IV and V projects)

*** Note** that the required numbers of copies identified on the checklist are required for completeness; however, upon initial submittal applicants are encouraged to submit only 3 copies for completeness review. Prior to completeness, the required number of copies identified on the checklist and one full electronic copy will be required to be submitted.

Annexation Application

17687 SW Brookman Road

Prepared for:

Olivia Beach, LLC

P.O. Box 7534

Olympia, Washington 98507



Submitted to:

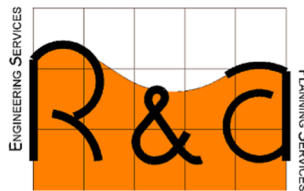
City of Sherwood

Planning Department

22560 SW Pine Street

Sherwood, Oregon 97140

Prepared by:



Reece & associates, inc.

Reece & Associates, inc.
321 first avenue east, suite 3a
albany, oregon 97321
541/926-2428
www.r-aengineering.com

February 8, 2021

Project Summary

Request:	Application for annexation of a two-acre property, located within the Urban Growth Boundary, into the City of Sherwood limits and Clean Water Services District.
Location:	17687 SW Brookman Road, Sherwood, Oregon 97140 Washington County Assessor's Map No. 3s-1-06B, Lot 101
Applicant:	Walker John Olivia Beach, LLC P.O. Box 7534 Olympia, Washington 98507 Phone: 541-921-1247 Email: walker@oliviabeach.com
Owner:	Tom & Marie Bartlett 17687 SW Brookman Road Sherwood, Oregon 97140
Engineer/Planner:	Reece & associates, Inc. 321 1 st Avenue Suite 3A Albany OR 97321 541-926-2428 Engineer: David J. Reece, PE Planner: Hayden Wooton dave@r-aengineering.com haydenw@r-aengineering.com

Exhibits

- A – Washington County Assessor's Map No. 3s-1-06B
- B – Aerial Photograph
- C – City of Sherwood Zoning Map
- D – Certification of Legal Description and Map
- E – Washing County-Sherwood Urban Planning Area Agreement
- F – Certification of Property Ownership
- G – Urban Growth Boundary Map
- H – Signed Petition
- I – Worksheet for Annexation
- J – Annexation Questionnaire
- K – Boundary Change Data Sheet
- L – Mailing Labels

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Applicable criteria of the governing codes will appear in *italics* followed by the applicants' responses in regular font.

I. Project Description

This application is for the City of Sherwood to annex two acres of land located at 17687 SW Brookman Road in unincorporated Washington County, Oregon. The territory is currently zoned Future Development, 20-Acre (FD-20) by Washington County. After annexation, the territory will be zoned Medium Density Residential High (MDRH) by the City of Sherwood. The territory was brought into Metro's Urban Growth Boundary in 2002. Several years later, in 2009, the City of Sherwood City Council adopted the Brookman Addition Concept Plan to guide development of this territory and many others. Annexation of this territory will ensure future development will support the City's vision and goals for the Brookman Addition.

Because the City of Sherwood receives urban services from Clean Water Services, the territory must be simultaneously annexed into boundaries of the urban service district per ORS 199.510(c). Consequently, this application requests concurrent annexation into Clean Water Service's boundaries.

The proposed development conforms to all applicable sections of the Oregon Revised Statutes, Metro Code, and City of Sherwood Comprehensive Plan. This application narrative provides findings of fact that demonstrate conformance with all applicable sections of the above-mentioned governing regulations.

II. Existing Conditions

The territory is comprised of a single tax lot identified as Washington County Assessor's Map No. 3s-1-06B, Lot 101 (Exhibit A). Presently, a single-family dwelling and workshop are located in the northwest corner of the property. Access to these buildings is provided by a gravel driveway sited along the western property line and connects to Brookman Road. The remainder of the property is unimproved yard with patches of trees near the property boundaries.

Adjoining zones and land uses (Exhibit B for aerial photograph and Exhibit C for City of Sherwood Zoning Map):

North: Two properties (17769 and 17601 SW Brookman Road) zoned a combination of Medium Density Residential High (MDRH) and Medium Density Residential Low (MDRL) by the City of Sherwood. Presently, these properties are being developed to create the Middlebrook Subdivision.

South: Two properties with residential development (17692 and 17636 SW Brookman Road) zoned Agriculture and Forest District (AF-5) by Washington County.

East: One property (17601 SW Brookman Road) zoned a combination of Medium Density Residential High (MDRH) and Medium Density Residential Low (MDRL) by the City of Sherwood. Presently, this property is being developed to create the Middlebrook Subdivision.

West: One property (17601 SW Brookman Road) zoned Medium Density Residential Low (MDRL) by the City of Sherwood. Presently, this property is being developed to create the Middlebrook Subdivision.

III. Annexation

A. Oregon Revised Statutes 222.127 (Senate Bill 1573)

The applicant is requesting annexation through the procedures outlined in Senate Bill 1573, implemented by ORS 222.127. An application utilizing this process must comply with approval criteria outlined in ORS 222.127(2)(a)-(d). The following section provides findings of fact demonstrating compliance with the above-mentioned decision criteria.

ORS 222.127(2) Notwithstanding a contrary provision of the city charter or a city ordinance, upon receipt of a petition proposing annexation of territory submitted by all owners of land in the territory, the legislative body of the city shall annex the territory without submitting the proposal to the electors of the city if:

This annexation is proposed by Olivia Beach, LLC (applicant) in conjunction with Tom and Marie Bartlett (owners), who have both signed the “City of Sherwood Petition for Annexation” (Exhibit A). Therefore, the petition proposing annexation has been signed by all owners of land in the territory. The proposed annexation satisfies this criterion.

ORS 222.127(2)(a) The territory is included within an urban growth boundary adopted by the city or Metro, as defined in ORS 197.015.

The territory subject to annexation is located within the Urban Growth Boundary (UGB) and City of Sherwood’s Brookman Addition Concept Plan. Metro brought the land into the Urban Growth Boundary in 2002 via Ordinance 02-0969B, and Sherwood City Council adopted the Brookman Addition Concept Plan in 2009 (Ordinance 2009-004). The proposed annexation satisfies this criterion.

ORS 222.127(2)(b) The territory is, or upon annexation of the territory into the city will be, subject to the acknowledged comprehensive plan of the city.

As stated in response to ORS 222.127, the City of Sherwood adopted the Brookman Addition Concept Plan and implementing Comprehensive Plan Policies in 2009 via Ordinance 2009-004. Because the territory is located within the Brookman Addition Concept Plan Boundary, it will be subject to Sherwood’s Comprehensive Plan and implementing ordinances once annexed. The proposed annexation satisfies this criterion.

ORS 222.127(2)(c) At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right of way or a body of water.

The territory is comprised of a single parcel contiguous to city limits along three property lines. Adjacent properties 17601 SW Brookman Road and 17769 SW Brookman Road were both annexed into Sherwood via Ordinance 2017-002. The proposed annexation satisfies this criterion.

ORS 222.127(2)(d) The proposal conforms to all other requirements of the city’s ordinances.

This application for annexation has been prepared in accordance with the City’s “Checklist of Annexation Request to the City of Sherwood.” Furthermore, this burden of proof demonstrates

that the proposed annexation conforms as necessary to the applicable ordinances of the City of Sherwood. The proposed annexation satisfies this criterion.

ORS 222.127(3) *The territory to be annexed under this section includes any additional territory described in ORS 222.111 (1) that must be annexed in order to locate infrastructure and right of way access for services necessary for development of the territory described in subsection (2) of this section at a density equal to the average residential density within the annexing city.*

The territory is comprised of a single, two-acre parcel. Because local infrastructure and right-of-way access are available at the territory's eastern boundary within city limits, no additional land will be annexed under ORS 22.127(3). This criterion does not apply to the proposed annexation.

ORS 222.127(4) *When the legislative body of the city determines that the criteria described in subsection (2) of this section apply to territory proposed for annexation, the legislative body may declare that the territory described in subsections (2) and (3) of this section is annexed to the city by an ordinance that contains a description of the territory annexed.*

A legal description of the territory has been certified by the Washington County Assessor's Office and provided with this application (Exhibit D). If Sherwood City Council determines the applicable criteria have been satisfied, an ordinance accompanied by this legal description will be adopted by the City of Sherwood. The proposed annexation satisfies this criterion.

B. Metro Code 3.09

In addition to state-sanctioned decision criteria, the application must comply with any applicable regional criteria. Per Metro §3.09.010, "This chapter applies to boundary changes within the boundaries of Metro or of urban reserves designated by Metro..." Because the territory and proposed annexation are located within Metro's boundaries, the application must also comply with applicable decision criteria outlined in Metro Code 3.09. The following section provides findings of fact demonstrating compliance with the above-mentioned decision criteria.

3.09.050(B)(1) *The extent to which urban services are available to serve the affected territory, including any extra territorial extensions of services.*

Metro §3.09.020(N) defines urban services as "sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit." The territory is already served by several urban services as described below. Other urban services are accessible and could be made available to serve eventual development.

Sanitary Sewer: A Notice of Decision approving the Middlebrook Subdivision was published on July 15, 2019. Middlebrook Subdivision proposed, and was conditioned, to extend a sanitary sewer line in Wapato Lake Drive to the eastern boundary of the territory. Therefore, sanitary sewer service is readily available.

Water: A Notice of Decision approving the Middlebrook Subdivision was published on July 15, 2019. Middlebrook Subdivision proposed, and was conditioned, to extend a domestic water line in Wapato Lake Drive to the eastern boundary of the territory. Therefore, water service is readily available.

Stormwater: A Notice of Decision approving the Middlebrook Subdivision was published on July 15, 2019. Middlebrook Subdivision proposed, and was conditioned, to provide stormwater drainage systems in Wapato Lake Drive. While the site has access to public stormwater systems, future development of the territory will require detailed engineering to demonstrate stormwater quality and detention can be provided.

Fire Protection: The territory is already within Tualatin Valley Fire and Rescue's (TVF&R) boundaries. Annexation into city limits will not hinder TVF&R's ability to provide fire protection to the territory.

Police Protection: Presently, the territory is within Washington County's Enhanced Sheriff's Patrol District (ESPD). However, once the territory is annexed into city limits, Sherwood will remove the territory from ESPD and place the territory under Sherwood Police Department's protection.

Parks, Open Space, and Recreation: Parks and Recreation are provided by the City of Sherwood, which maintains a series of open spaces and natural area. Dedication, creation, or system development charges for parks and trails will be required with new development.

Transportation: Access to the territory is provided at two locations including Wapato Lake Drive and Brookman Road. Extension of Wapato Lake Drive and/or improvements to Brookman will be required with new development.

3.09.050(B)(2) *Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party.*

The territory subject to annexation is considered the affected territory by Metro §3.09.020(C). When the affected territory is already provided an urban service by a necessary party – defined by Metro §3.09.020(J) as “any county; city; district whose jurisdictional boundary or adopted urban service area includes any part of the affected territory or who provides any urban service to any portion of the affected territory; Metro; or any other unit of local government, as defined in ORS 190.003, that is a party to any agreement for provision of an urban service to the affected territory” – removal of the territory must be considered when reviewing an annexation application. As discussed in the applicant's response to Metro §3.09.050(B)(1), the territory will be withdrawn from the Washington County ESPD upon annexation into city limits. After annexation, Sherwood Police Department will provide law enforcement services. At this time, the territory will not be removed from the service boundary of any other necessary parties. The proposed annexation satisfied this criterion.

3.09.050(B)(3) *The proposed effective date of the boundary change.*

The effective date of annexation will be determined by Sherwood City Council, Secretary of State, Department of Revenue, and any other affected agencies. Consequently, at this time, the proposed effective date of the boundary change is not known by the applicant. To the extent reasonable, the proposed annexation satisfies this criterion.

3.09.050(C) *The person or entity proposing the boundary change has the burden to demonstrate that the proposed boundary change meets the applicable criteria.*

This application narrative effectively functions as a burden of proof demonstrating that the proposed annexation meets the applicable State, Regional, and Local criterion. The proposed annexation satisfies this criterion.

3.09.050(D) *To approve a boundary change, the reviewing entity shall apply the criteria and consider the factors set forth in subsections (D) and (E) of section 3.09.045.*

This application narrative addresses the applicable review criteria set forth in Metro §3.09.045(D)-(E) immediately below.

3.09.045(D)(1)(a) *Any applicable urban service agreement adopted pursuant to ORS 195.065.*

Washington County-Sherwood Urban Planning Area Agreement governs the territory subject to annexation (Exhibit E). As required by the Washington County-Sherwood UPAA, the City of Sherwood is responsible for planning urban services for properties inside the UGB but outside city limits. Sherwood accomplishes this planning through the adoption and enforcement of the Brookman Addition Concept Plan, which incorporates the master plans for water, sanitary sewer, storm sewer, and transportation facilities. Once the territory is annexed into city limits, urban services will be provided in accordance with Sherwood's Brookman Addition Concept Plan. The proposed annexation satisfies this criterion.

3.09.045(D)(1)(b) *Any applicable annexation plan adopted pursuant to ORS 195.205.*

If an annexation plan is adopted pursuant to ORS 195.205, the proposal is subject to a vote by the electorate. Because the proposed annexation is being processed through procedures provided by Senate Bill 1573, a vote by the electorate as required by ORS 195.205 is not required. This criterion does not apply to the proposed annexation.

3.09.045(D)(1)(c) *Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party.*

The City of Sherwood receives sewer treatment and water quality services from Clean Water Services through cooperative planning agreement adopted pursuant to ORS 195.020(2). Consequently, the territory will be annexed into the Clean Water Services boundaries and City of Sherwood limits simultaneously. Annexation of this territory will not impact the cooperative planning agreement between Clean Water Services and the City of Sherwood.

As previously discussed in the applicant's response to Metro §3.09.050(B)(1), this annexation will remove the territory from the Washington County ESPD and into the Sherwood Police Department's jurisdiction. Any standing agreement between Washington County Sheriff and Sherwood Police Department will not be impacted by this annexation.

The territory is, and will continue to be, serviced by TVF&R. The proposed annexation satisfies this criterion.

3.09.045(D)(1)(d) *Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services.*

The City of Sherwood's Brookman Addition Concept Plan incorporated relevant data and conclusions from the City's various master plans including water, sanitary sewer, stormwater, and Transportation System Plan. Adopted by Sherwood City Council in 2009, the governing concept plan was found to be consistent with the applicable Statewide Planning Goals. As demonstrated by this application narrative, the proposed annexation can comply with the Brookman Addition Concept Plan. The proposed annexation satisfies this criterion.

3.09.045(D)(1)(e) *Any applicable comprehensive plan.*

Compliance with the applicable goals and policies of the City of Sherwood Comprehensive Plan is discussed under Section III.C and Section III.D of this application narrative. Findings and conclusions from the above-cited section are incorporated herein by reference. Therefore, the proposed annexation complies with this criterion.

3.09.045(D)(1)(f) *Any applicable concept plan.*

The subject property is located in the Brookman Addition Concept Plan. Compliance with the applicable goals and policies of the Brookman Addition Concept Plan is discussed under Section III.D of this application narrative. Findings and conclusions from the above-cited section are incorporated herein by reference. Therefore, the proposed annexation complies with this criterion.

3.09.045(D)(2)(a) *Promote the timely, orderly and economic provision of public facilities and services.*

As stated in the applicant's response to Metro §3.09.050(B)(1), public utilities are located at the territory's eastern boundary. Because of this proximity, eventual development of the territory will have the ability to extend utilities in a quick and cost-effective manner.

3.09.045(D)(2)(b) *Affect the quality and quantity of urban services.*

Annexation of the territory will not immediately impact the quality or quantity of urban services. Future development of the territory will increase demand for urban services. To ensure development does not decrease the quality or quantity of these services, a detailed engineering review will be performed prior to construction of urban services. Therefore, neither annexation nor eventual development will affect the quality or quantity of urban services. The proposed annexation satisfies this criterion.

3.09.045(D)(2)(c) *Eliminate or avoid unnecessary duplication of facilities or services.*

Eventual development will construct the necessary public facilities in accordance with applicable cooperative planning agreements and Brookman Addition Concept Plan. Compliance with these development standards will eliminate or avoid duplication of facilities. To avoid duplication of law enforcement services, the territory will be removed from Washington County ESPD upon annexation into city limits. The proposed annexation satisfies this criterion.

3.09.045(E) *A city may not annex territory that lies outside the UGB, except it may annex a lot or parcel that lies partially within and partially outside the UGB.*

The territory is located entirely within the Urban Growth Boundary and City of Sherwood's Brookman Addition Concept Plan. The proposed annexation satisfies this criterion.

C. Sherwood Comprehensive Plan Chapter 3

The City of Sherwood is responsible for comprehensive planning for land within the "Urban Planning Area," as set forth in the Washington County/Sherwood UPAA. The territory is located within this area; therefore, annexation of the territory must be supportive of the applicable policies provided in the City of Sherwood Comprehensive Plan. Growth Management is addressed in Chapter Three of the Comprehensive Plan and provides policies that are intended to guide growth in an orderly manner. The following section provides findings of fact demonstrating support of the applicable policies in the above-mentioned chapter.

i. Growth Management Policy Objectives

Policy A. Focus growth into areas contiguous to existing development rather than "leap frogging" over developable property.

As stated in the applicant's response to ORS 222.127(2)(c), the territory is comprised of a single parcel contiguous to city limits along three property lines. Adjacent properties 17601 SW Brookman Road and 17769 SW Brookman Road were both annexed into Sherwood via Ordinance 2017-002. Properties immediately north and east of the territory are being developed under approval of the Middlebrook Subdivision (SUB-18-02). Therefore, the territory is contiguous to existing development and does not "leapfrog" over developable property. The proposed annexation supports this policy.

Policy C. Encourage annexation inside the UGB where services are available.

As previously addressed in the applicant's responses to ORS 222.127(2)(a) and Metro §3.09.050(B)(1), the territory is located inside the urban growth boundary near urban services. The proposed annexation supports this policy.

Policy E. Achieve the maximum preservation of natural features.

As a singular process, annexation does not preserve natural features. Consideration of nature features and open space would occur concurrent with new development. Preservation of any identified on-site natural features will be required in accordance with Sherwood Development Code, Clean Water Services, and any applicable State or Federal regulations. At the time of annexation, this policy does not apply. However, the applicant will be required to demonstrate support of this policy and any applicable standards during a future land use application.

Policy F. Provide proper access and traffic circulation to all new development.

The City of Sherwood's Brookman Addition Concept Plan details potential transportation improvements and roadway extensions necessary to serve full development of the master planned area. When new development occurs, on- and off-site transportation improvements necessary to serve the proposed development will be consistent with applicable development code and master plans. The annexation supports this policy to the extent possible.

Policy G. Establish policies for the orderly extension of community services and public facilities to areas where new growth is to be encouraged, consistent with the ability of the community to provide necessary services. New public facilities should be available in conjunction with urbanization in order to meet future needs. The City, Washington County, and special service districts should cooperate in the development of a capital improvements program in areas of mutual concern. Lands within the urban growth boundary shall be available for urban development concurrent with the provision of the key urban facilities and services.

The City of Sherwood's Brookman Addition Concept Plan supports this goal through concept planning and coordination with public facilities plans for new urban areas. Annexation and any new development must be supportive of the policies outlined in the applicable concept plan. The proposed annexation supports this policy.

Policy H. Provide for phased and orderly transition from rural to suburban or urban uses.

The City of Sherwood's Brookman Addition Concept Plan was adopted to guide development of the territory in an orderly manner that meets the needs of the community. This annexation, and any new development, must demonstrate that it supports the goals and policies outlined in the applicable concept plan. Supporting these goals and policies ensures the territory experiences a smooth transition from rural to suburban uses. The proposed annexation supports this policy.

ii. City Limits Policies

Policy 5 - Changes in the City limits may be proposed by the City, County, special districts or individuals in conformance with City policies and procedures for the review of annexation requests and County procedures for amendment of its comprehensive plan.

This annexation is proposed by Olivia Beach, LLC (applicant) in conjunction with Tom and Marie Bartlett, property owners. This application for annexation has been prepared in accordance with the City's "Checklist of Annexation Request to the City of Sherwood." Furthermore, this burden of proof demonstrates that the proposed annexation conforms as necessary to the applicable ordinances of the City of Sherwood. The proposed annexation supports this policy.

Policy 7 - All new development must have access to adequate urban public sewer and water service.

As discussed in the applicant's response to 3.09.050(B)(1), public sewer and water service are located adjacent to the territory. Therefore, new development of the territory would have convenient access to adequate public sewer and water. The proposed annexation supports this policy.

D. Sherwood Comprehensive Plan Chapter 8

The City of Sherwood is responsible for comprehensive planning for land within the "Urban Planning Area," as set forth in the Washington County/Sherwood UPAA. The territory is located within this area; therefore, annexation of the territory must be supportive of the applicable policies provided in the City of Sherwood Comprehensive Plan. Additionally, Metro §3.09.045(D)(1)(f) requires an annexation complies with any applicable concept plan. The territory is located within the City of Sherwood's Brookman Addition Concept Plan; therefore, annexation of the territory must be supportive of the policies outlined in Chapter

Eight of the Comprehensive Plan. The following section provides findings of fact demonstrating support of the applicable policies in the above-mentioned chapter.

Goal 8 – Implementation

The concept plan shall consider the feasibility of implementation, including financing, construction, and phasing.

Policy 8.2 – To facilitate and ensure implementation in accordance with the concept plan policies, annexation of properties within the Brookman Addition concept plan area may not occur until development code amendments are made to implement applicable policies, including but not limited to policy 4.4.

Thorough review of policies and implementing ordinances revealed all concept plan policies are able to be implemented through existing development code standards. Policy 4.4 requires an applicant to “Identify a local connection to Redfern Drive as an ‘area of special concern.’ Identify the extension as appropriate for bicycle, pedestrian and emergency access only due to the constrain of the existing street design.” Redfern Drive is located in East Sub-Area of the Brookman Addition Concept Plan; however, the proposed annexation will occur in the Central Sub-Area. Any standards, goals, or policies related to Redfern Drive will not be applicable to the proposed annexation due to the significant distance between the territory and “area of special concern.” To the extent necessary, the proposed annexation supports this policy.

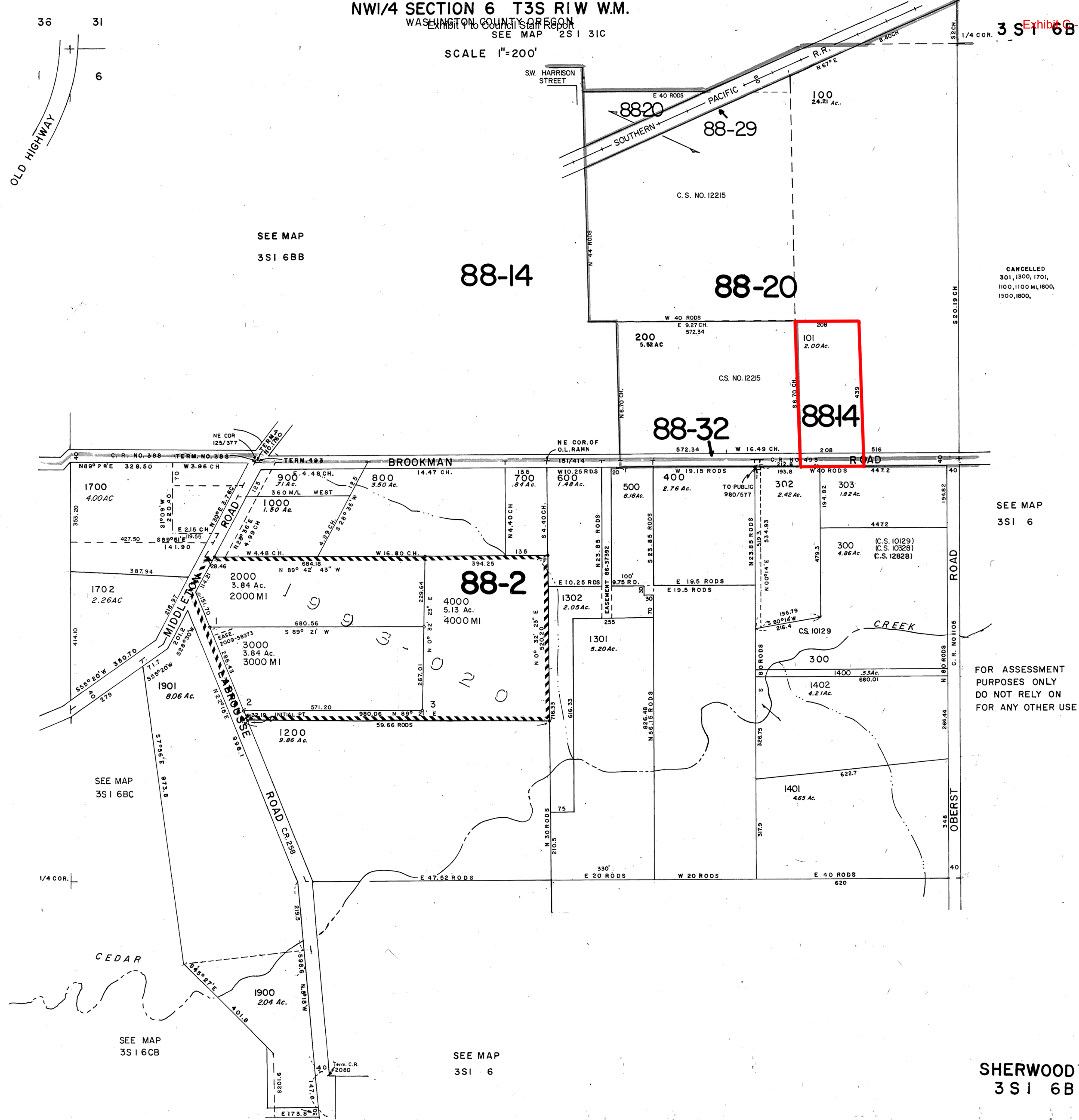
Policy 8.2.a – Prior to or concurrent with annexation, and assignment of zoning of properties within the Brookman addition area, a plan shall be prepared and adopted by Council to ensure that necessary infrastructure improvements will be available and a funding mechanism or combination of funding mechanisms are in place for the necessary infrastructure improvements consistent with the funding options identified in the concept plan and in full compliance with the Transportation Planning Rule. The plan for annexation may address all or part of the concept plan area, subject to Council approval.

Sherwood City Council adopted the Brookman Area Funding Plan on August 16, 2011, via Ordinance 2011-072. This plan identifies possible funding mechanisms for construction of necessary infrastructure improvements consistent with the funding options and concept plan design. The proposed annexation supports this policy.

VI. Conclusion

This application narrative and completed “Checklist for Annexation to the City of Sherwood” demonstrate that all applicable provisions of the Oregon Revised Statutes, Metro Code, and City of Sherwood Comprehensive Plan are satisfied to the extent necessary. Olivia Beach, LLC and Reece & Associates, Inc. respectfully request approval of this application for annexation.

SCALE 1"=200'

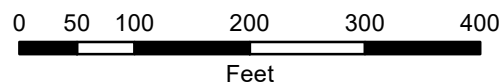


SHERWOOD
3 S 1 6 B

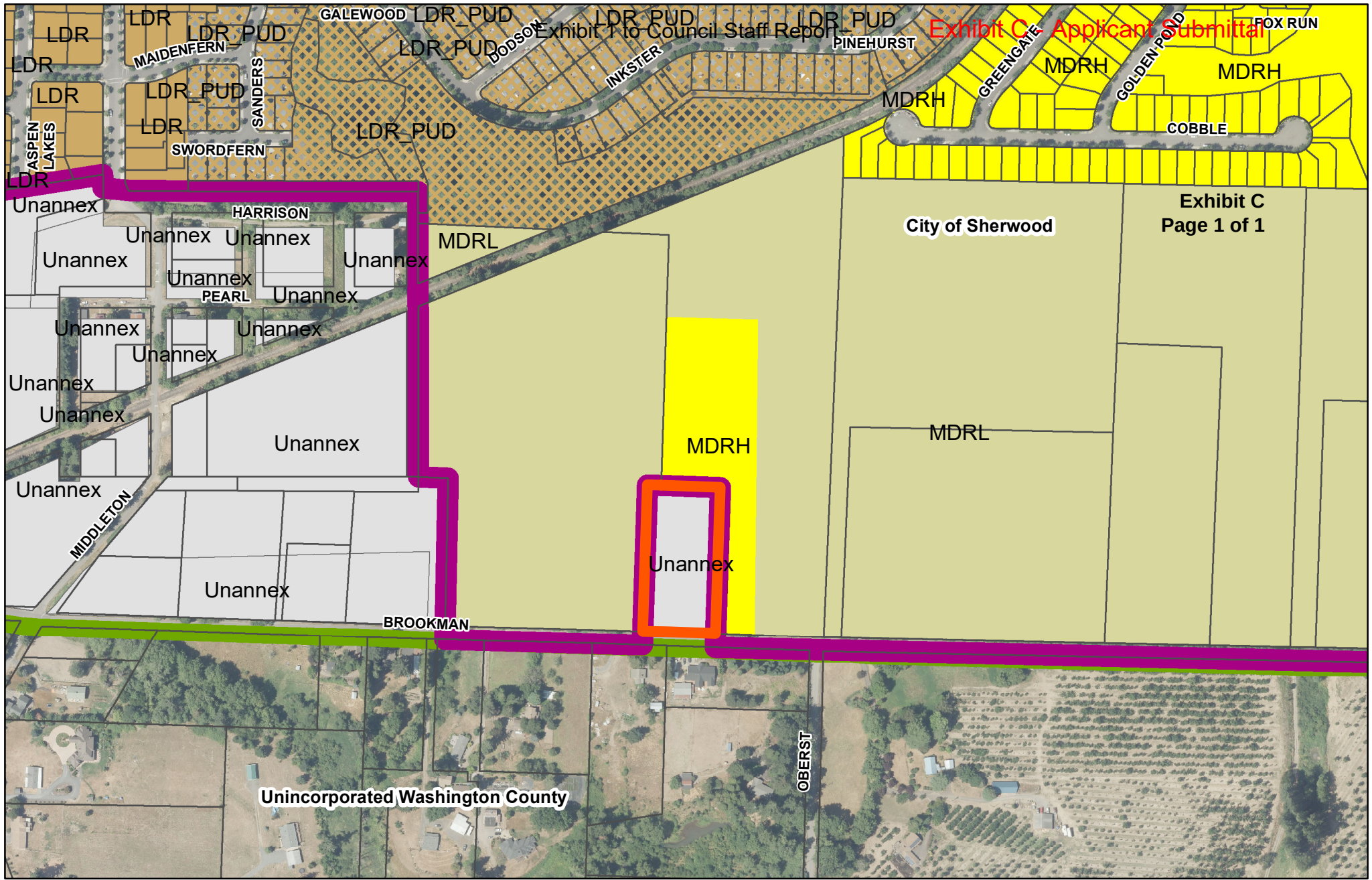


Legend

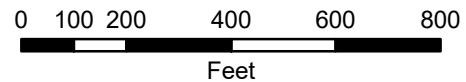
-  Subject Site
-  Taxlots
-  City Boundary
-  Urban Growth Boundary



Map data provided by METRO and the City of Sherwood. The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over many years, using many different formats and standards. While the data provided is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not guaranteed.



- Legend**
- Subject Site
 - Taxlots
 - City Boundary
 - Urban Growth Boundary



Map data provided by METRO and the City of Sherwood. The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over many years, using many different formats and standards. While the data provided is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not guaranteed.

**Annexation Boundary
Legal Description**

A tract of land located in the northwest quarter of Section 6 of Township 3 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod at the northeast corner of that property described in Washington County Deed Record 88-07960; thence along the north line of said property North 88°10'05" West 208.00 feet to a 5/8 inch iron rod at the northwest corner of said property; thence along the west line of said property, and the southerly extension thereof, South 02°07'10" West 459.00 feet to a point on the south right of way line of SW Brookman Road; thence along said south right of way line South 88°10'05" East 208.00 feet to the intersection of said south right of way line and the southerly extension of the east line of said property conveyed in Washington County Deed Record 88-07960; thence along said southerly extension and east line of said property North 02°07'10" East 459.00 feet to the point of beginning.

The above described boundary contains 2.19 acres of land, more or less. The basis of bearing for the above described boundary is from Washington County Survey No. 33735.



ANNEXATION CERTIFIED

BY *VS*

JAN 12 2021

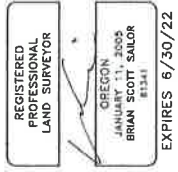
**WASHINGTON COUNTY A & T
CARTOGRAPHY**

ANNEXATION BOUNDARY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 6 OF
TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE
WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON

DATE: JANUARY 5, 2021

LEGEND

- 5/8" IRON PER C.S. 33735,
NOT SURVEYED BY OUR OFFICE
- △ CALCULATED POINT
- POB POINT OF BEGINNING OR LEGAL DESCRIPTION
- WCDR WASHINGTON COUNTY DEED RECORD
- R/W RIGHT OF WAY
- C.S. WASHINGTON COUNTY SURVEY
- () RECORD INFORMATION AS PER C.S. 33735



BRIAN SCOTT SAILOR, P.L.S.
COLE SURVEYING, LLC
P.O. BOX 1211
CORVALLIS, OREGON 97339
(541) 257-1019

ACCOUNT: P586431
PER WCDR 2019-088141
TAX MAP 35-01-06B, TAX LOT 100

WCDR 88-07960
TAX MAP 35-01-06B, TAX LOT 101

TOTAL ANNEXATION BOUNDARY AREA = 2.19 ACRES

WCDR 2019-088141
TAX MAP 35-01-06B, TAX LOT 200

ANNEXATION CERTIFIED

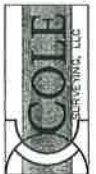
BY

JAN 12 2021

**WASHINGTON COUNTY A & T
CARTOGRAPHY**



NOT TO SCALE





RESOLUTION 2010-010

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN UPDATED URBAN PLANNING AREA AGREEMENT BETWEEN THE CITY OF SHERWOOD AND WASHINGTON COUNTY

WHEREAS, Washington County and the City of Sherwood have had an Urban Planning Area Agreement outlining procedures to be used to coordinate the comprehensive planning activities of the COUNTY and the CITY since 1983; and

WHEREAS, the Urban Planning Area Agreement is to be renewed and modified every two years, most recently in 2006 via Resolution 2006-037; and

WHEREAS, the area referred to as "Area 48" was brought into the Urban Growth Boundary by Metro in 2004 and is adjacent to Sherwood City limits but was not included in the 2006 Urban Planning Area Agreement update at that time; and

WHEREAS, ORS 190.010 provides that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers and agents, have authority to perform; and

WHEREAS, Statewide Planning Goal #2 requires that the plans and actions of city, county, state, and federal agencies and special districts shall be consistent with the comprehensive plans of cities and counties as adopted under ORS Chapter 197; and

WHEREAS, the Oregon Land Conservation and Development Commission requires each jurisdiction requesting acknowledgement of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary will be implemented; and

WHEREAS, the COUNTY and the CITY, to ensure coordinated and consistent comprehensive plans, consider it mutually advantageous to establish:

1. A site-specific Urban Planning Area within the Regional Urban Growth Boundary within which both the COUNTY and the CITY maintain an interest in comprehensive planning; and
2. A process for coordinating comprehensive planning and development in the Urban Planning Area; and

3. Policies regarding comprehensive planning and development in the Urban Planning Area; and
4. A process to amend the Urban Planning Area Agreement; and

WHEREAS, the CITY and Washington County have had a substantially similar agreement for many years.

NOW, THEREFORE THE CITY OF SHERWOOD RESOLVES AS FOLLOWS;

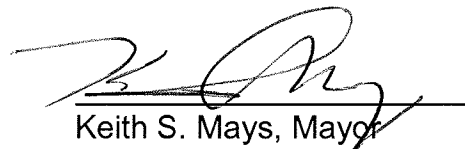
Section 1. The Sherwood City Council supports the Urban Planning Area Agreement and map attached as "Exhibit A".

Section 2. The City Council authorizes the Mayor to sign the agreement.

Section 3. Upon approval and signature of this agreement, the updated Urban Planning Area Agreement shall become effective and an original copy shall be forwarded to Washington County.

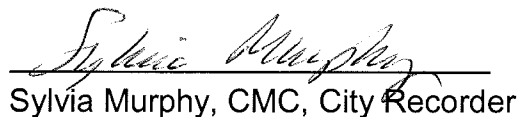
Section 4. This Resolution shall become effective upon passage and adoption.

Duly passed by the City Council on the 2nd day of March 2010.



Keith S. Mays, Mayor

ATTEST:



Sylvia Murphy, CMC, City Recorder

BCC 09-1149

Washington County – Sherwood Urban Planning Area Agreement

THIS AGREEMENT is entered into by WASHINGTON COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as the “COUNTY”, and the CITY OF SHERWOOD, an incorporated municipality of the State of Oregon, hereinafter referred to as the “CITY”.

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

WHEREAS, Statewide Planning Goal #2 (Land Use Planning) requires that City, County, State and Federal agency and special district plans and actions shall be consistent with the comprehensive plans of the cities and counties and regional plans adopted under ORS Chapter 197; and

WHEREAS, the Oregon State Land Conservation and Development Commission (LCDC) requires each jurisdiction requesting acknowledgment of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary (UGB) will be implemented; and

WHEREAS, the COUNTY and the CITY, to ensure coordinated and consistent comprehensive plans, consider it mutually advantageous to establish:

1. An Urban Planning Area Agreement incorporating a site-specific Urban Planning Area within the Regional UGB within which both the COUNTY and the CITY maintain an interest in comprehensive planning;
2. A process for coordinating comprehensive planning and development in the Urban Planning Area;
3. Policies regarding comprehensive planning and development in the Urban Planning Area; and
4. A process to amend the Urban Planning Agreement.

WHEREAS, Metro expanded the Regional UGB in December 2002 and June 2004. LCDC acknowledged the 2002 UGB expansion in July 2003 and the 2004 expansion in July 2005; and

WHEREAS, the COUNTY and CITY desire to amend the UPAA to reflect the changes in the Regional UGB and the need for urban planning of the new urban land.

NOW THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

I. Location of the Urban Planning Area

The Urban Planning Area mutually defined by the COUNTY and the CITY includes the area designated on Exhibit "A" to this agreement.

II. Coordination of Comprehensive Planning and Development

A. Amendments to or Adoption of a Comprehensive Plan or Implementing Regulation.

1. Definitions

Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including, but not limited to, sewer and water systems, transportation systems, educational facilities, recreational facilities, and natural resources and air and water quality management programs. "Comprehensive Plan" amendments do not include small tract comprehensive plan map changes.

For purposes of this agreement, Electronic Mail (i.e., e-mail) means the transmission of messages (including public hearing notices, agency comments or other communications relating to this agreement) over communications networks in an electronic form. Attachments, including public hearing notices and agency comments, to an e-mail shall be formatted as a Microsoft Word document, a PDF file or other format as agreed upon by the originating and responding agencies.

Implementing Regulation means any local government zoning ordinance, land division ordinance adopted under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan. "Implementing regulation" does not include small tract zoning map amendments, conditional use permits, individual subdivision, partitioning or planned unit development approval or denials, annexations, variances, building permits and similar administrative-type decisions.

2. The County shall provide the CITY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption of the COUNTY comprehensive plan or implementing regulations. The CITY shall provide the COUNTY with the appropriate opportunity to participate, review and comment on proposed amendments to or adoption of the CITY comprehensive plan or implementing regulations. The following procedures shall be followed by the COUNTY and the CITY to notify and involve one another in the process to amend or adopt a comprehensive plan or implementing regulation.

- a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall notify the other agency, hereinafter the responding agency, by first class mail or as an attachment to electronic mail of the proposed action at the time such planning efforts are initiated, but in no case less than forty-five (45) days prior to the final hearing on adoption. The specific method and level of involvement shall be finalized by "Memorandums of Understanding" negotiated and signed by the planning directors of the CITY and the COUNTY. The "Memorandums of Understanding" shall clearly outline the process by which the responding agency shall participate in the adoption process. If, at the time of being notified of a proposed action, the responding agency determines it does not need to participate in the adoption process, it may waive the requirement to negotiate and sign a "Memorandum of Understanding".
- b. The originating agency shall transmit draft recommendations on any proposed actions to the responding agency for its review and comment before finalizing. Unless otherwise agreed to in a "Memorandum of Understanding", the responding agency shall have ten (10) days after receipt of a draft to submit comments orally or in writing. Lack of response shall be considered "no objection" to the draft.
- c. The originating agency shall respond to the comments made by the responding agency either by a) revising the final recommendations, or b) by letter to the responding agency explaining why the comments cannot be addressed in the final draft.
- d. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.
- e. Upon final adoption of the proposed action by the originating agency, it shall transmit the adopting ordinance to the responding agency as soon as publicly available, or if not adopted by ordinance, whatever other written documentation is available to properly inform the responding agency of the final actions taken.

B. Development Actions Requiring Individual Notice to Property Owners

1. Definition

Development Action Requiring Notice means an action by a local government which requires notifying by mail the owners of property which could potentially be affected (usually specified as a distance measured in feet) by a proposed development action which directly affects and is applied to a specific parcel or parcels. Such development actions may include, but not be limited to small tract zoning or comprehensive plan map amendments, conditional or special use permits, individual subdivisions, partitionings or planned unit developments, variances, and other similar actions requiring a hearings process which is quasi-judicial in nature.

2. The COUNTY will provide the CITY with the opportunity to review and comment on proposed development actions requiring notice within the designated Urban Planning Area. The CITY will provide the COUNTY with the opportunity to review and comment on proposed development actions requiring notice within the CITY limits that may have an affect on unincorporated portions of the designated Urban Planning Area.
3. The following procedures shall be followed by the COUNTY and the CITY to notify one another of proposed development actions:
 - a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall send by first class mail or as an attachment to electronic mail a copy of the public hearing notice which identifies the proposed development action to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than ten (10) days prior to the date of the scheduled public hearing. The failure of the responding agency to receive a notice shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.
 - b. The agency receiving the notice may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered "no objection" to the proposal.
 - c. If received in a timely manner, the originating agency shall include or attach the comments to the written staff report and respond to any concerns addressed by the responding agency in such report or orally at the hearing.
 - d. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

- e. The originating agency shall utilize tracking options to ensure that the responding agency receives the public hearing notice in a timely manner. In the event that tracking indicates that the responding agency did not receive the e-mailed notice within twenty-four (24) hours of being sent, the originating agency shall send no later than the next business day a copy of the notice by first class mail.
- f. The originating and responding agencies shall keep copies of all electronic mail as part of the public record consistent with state archive laws.

C. Additional Coordination Requirements

1. The CITY and the COUNTY shall do the following to notify one another of proposed actions which may affect the community, but are not subject to the notification and participation requirements contained in subsections A and B above.
 - a. The CITY or the COUNTY, whichever has jurisdiction over the proposed actions, hereinafter the originating agency, shall send by first class mail or as an attachment to electronic mail a copy of all public hearing agendas which contain the proposed actions to the other agency, hereinafter the responding agency, at the earliest opportunity, but no less than three (3) days prior to the date of the scheduled public hearing. The failure of the responding agency to receive an agenda shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.
 - b. The agency receiving the public hearing agenda may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered "no objection" to the proposal.
 - c. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

III. Comprehensive Planning and Development Policies

A. Definition

Urban Planning Area means the incorporated area and certain unincorporated areas contiguous to the incorporated area for which the CITY conducts comprehensive planning and seeks to regulate development activities to the greatest extent possible. The CITY Urban Planning Area is designated on Exhibit "A".

- B. The CITY shall be responsible for comprehensive planning within the Urban Planning Area.
- C. The CITY shall be responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660-011 within the Urban Planning Area.
- D. As required by OAR 660-011-0010, the CITY is identified as the appropriate provider of local water, sanitary sewer, storm sewer and transportation facilities within the urban planning area. Exceptions include facilities provided by other service providers subject to the terms of any intergovernmental agreement the CITY may have with other service providers; facilities under the jurisdiction of other service providers not covered by an intergovernmental agreement; and future facilities that are more appropriately provided by an agency other than the CITY.
- E. The COUNTY shall not approve land divisions within the unincorporated Urban Planning Area that are inconsistent with the provisions of the Future Development 20 Acre District (FD-20).
- F. The COUNTY shall not approve a development proposal in the Urban Planning Area if the proposal would not provide for, nor be conditioned to provide for, an enforceable plan for redevelopment to urban densities consistent with the CITY's Comprehensive Plan in the future upon annexation to the CITY as indicated by the CITY Comprehensive Plan.
- G. The COUNTY will not oppose any annexation of land to the City of Sherwood within the CITY's Urban Planning Area.

IV. Amendments to the Urban Planning Area Agreement

- A. The following procedures shall be followed by the CITY and the COUNTY to amend the language of this agreement or the Urban Planning Area Boundary:
 - 1. The CITY or COUNTY, whichever jurisdiction originates the proposal, shall submit a formal request for amendment to the responding agency.
 - 2. The formal request shall contain the following:
 - a. A statement describing the amendment.
 - b. A statement of findings indicating why the proposed amendment is necessary.
 - c. If the request is to amend the planning area boundary, a map that clearly indicates the proposed change and surrounding area.

3. Upon receipt of a request for amendment from the originating agency, the responding agency shall schedule a review of the request before the appropriate reviewing body, with said review to be held within forty-five (45) days of the date the request is received.
4. The CITY and COUNTY shall make good faith efforts to resolve requests to amend this agreement. Upon completion of the review, the reviewing body may approve the request, deny the request, or make a determination that the proposed amendment warrants additional review. If it is determined that additional review is necessary, the following procedures shall be followed by the CITY and COUNTY:
 - a. If inconsistencies noted by both parties cannot be resolved in the review process as outlined in Section IV. A. (3), the CITY and the COUNTY may agree to initiate a joint study. Such a study shall commence within thirty (30) days of the date it is determined that a proposed amendment creates an inconsistency, and shall be completed within ninety (90) days of said date. Methodologies and procedures regulating the conduct of the joint study shall be mutually agreed upon by the CITY and the COUNTY prior to commencing the study.
 - b. Upon completion of the joint study, the study and the recommendations drawn from it shall be included within the record of the review. The agency considering the proposed amendment shall give careful consideration to the study prior to making a final decision.
- B. The parties will jointly review this Agreement every two (2) years, or more frequently if mutually needed, to evaluate the effectiveness of the processes set forth herein and to make any necessary amendments. The review process shall commence two (2) years from the date of execution and shall be completed within sixty (60) days. Both parties shall make a good faith effort to resolve any inconsistencies that may have developed since the previous review. If, after completion of the sixty (60) day review period inconsistencies still remain, either party may terminate this Agreement.
- V. This Agreement shall become effective upon full execution by the COUNTY and the CITY and shall then repeal and replace the Washington County-Sherwood Urban Planning Area Agreement effective November 20, 2006. The effective date of this Agreement shall be the last date of signature on the signature page.

Resolution 2010-010, Exhibit A
March 2, 2010
Page 8 of 9

Washington County - City of Sherwood UPAA
Page 8 of 9

IN WITNESS WHEREOF the parties have executed this Urban Planning Area Agreement on the date set opposite their signatures.

CITY OF SHERWOOD

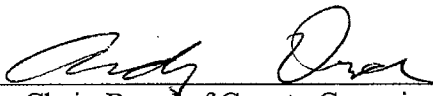
By _____
Mayor

Date _____

City Recorder

Date _____

WASHINGTON COUNTY

By 
Chair, Board of County Commissioners

Date 12-8-09

Approved as to Form:

By 
County Counsel

Date 12/7/09

By _____
Recording Secretary

Date _____

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # Ordinance 723

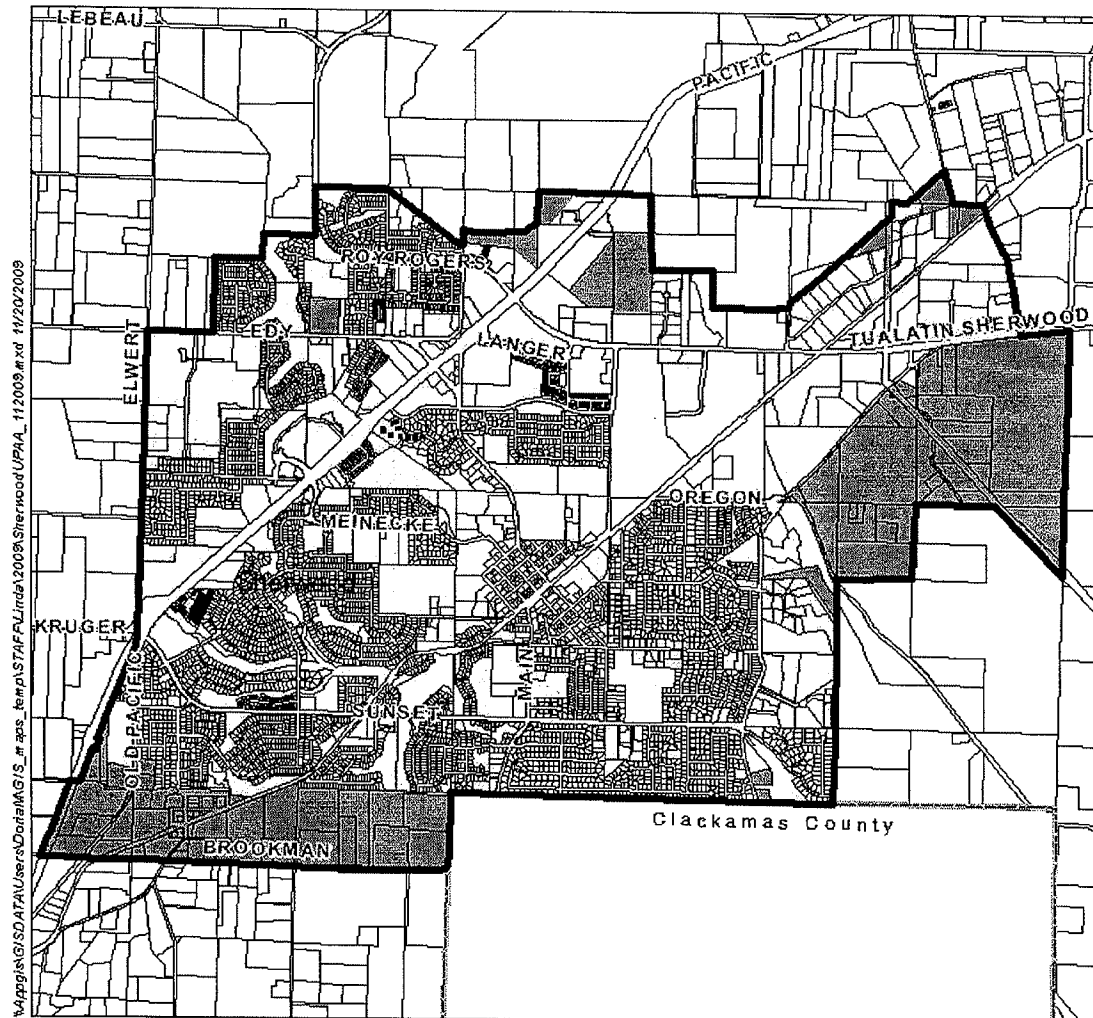
DATE 10-20-09

BY Barbara Hejtmanek
CLERK OF THE BOARD

Agreement amended by
Washington County Land Use Ordinance 723
Adopted on October 27, 2009

Resolution 2010-010, Exhibit A
March 2, 2010
Page 9 of 9

Washington County - City of Sherwood UPAA
Page 9 of 9

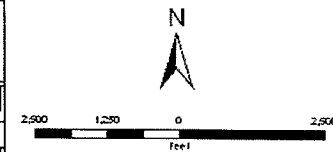


City of Sherwood
URBAN PLANNING AREA
Washington County - Sherwood
Urban Planning Area Agreement

EXHIBIT A

- Sherwood UPAA Boundary
- County Line
- City of Sherwood
- Unincorporated Urban Planning Area

Note: The UPAA Boundary between the cities of Tualatin and Sherwood for the SW Concept Plan Area will be the future west right-of-way line of an extension of SW 124th Avenue south of Tualatin-Sherwood Road.



Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering or surveying purposes. Users of this information should rely on their own professional judgment and information sources to assess the reliability of the information.

Agreement amended by
Washington County Land Use Ordinance 723
Adopted on October 27, 2009

THIS SECTION IS TO BE COMPLETED BY WASHINGTON COUNTY ASSESSOR'S OFFICE

CERTIFICATION OF PROPERTY OWNERSHIP

(All Methods)

I hereby certify that the attached petition for a proposed boundary change (annexation) of the territory described in Attachment A of the petition contains the names* of at least one-half of the land area within the annexation area described, as shown on the last available complete assessment roll.

NAME: TED FOSTER

TITLE: GIS TECH

DEPARTMENT: CARTOGRAPHY

COUNTY OF: WASHINGTON

DATE: 1/12/21

* "Owner" means the legal owner of record or, where there is a recorded a land contract which is in force, the purchaser thereunder. If there is a multiple ownership in a parcel of land each consenting owner shall be counted as a fraction to the same extent as the interest of the owner in the land bears in relation to the interest of the other owners and the same fraction shall be applied to the parcel's land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

ANNEXATION CERTIFIED

BY VF

JAN 12 2021

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

THIS SECTION IS TO BE COMPLETED BY WASHINGTON COUNTY ASSESSOR'S OFFICE

CERTIFICATION OF LEGAL DESCRIPTION AND MAP
(All Methods)

I hereby certify that the description of the property included within the attached petition (located on Assessor's Map 35106B) has been checked by me and it is a true and exact description of the property under consideration, and the description corresponds to the attached map indicating the property under consideration.

NAME TED FOSTER
TITLE GIS TECH
DEPARTMENT CARTOGRAPHY
COUNTY OF WASHINGTON
DATE 1/12/21

ANNEXATION CERTIFIED

BY VF

JAN 12 2021

**WASHINGTON COUNTY A & T
CARTOGRAPHY**

City of Sherwood

Unincorporated Washington County

Legend

-  Subject Site
-  Taxlots
-  City Boundary
-  Urban Growth Boundary

0 300 600 1,200 1,800 2,400
Feet



Map data provided by METRO and the City of Sherwood. The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over many years, using many different formats and standards. While the data provided is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not guaranteed.



LEGEND: PO - Property Owner RV - Registered Voter OV - Property Owner & Registered Voter

NOTE: This petition may be signed by any qualified person even though they may not know their property description or precinct number.

WORKSHEET FOR ANNEXATION TO THE CITY OF SHERWOOD

Please list all properties/registered voters included in the proposal. (If needed, use separate sheets for additional listings.)

Property Information (ALL METHODS)

PROPERTY DESIGNATION (Tax Lot Numbers)	NAME OF PROPERTY OWNER	TOTAL ACRES	ASSESSED VALUE OF THE PROPERTY	SIGNED PETITION YES NO	
3s-1-06B, 101	Tom & Marie Bartlett	2	\$296,000	YES	
Totals:					

Registered Voters (DOUBLE MAJORITY METHOD ONLY)

ADDRESS OF REGISTERED VOTER	NAME OF REGISTERED VOTER	SIGNED PETITION YES NO	
Totals:			

Summary

TOTAL NUMBER OF REGISTERED VOTERS IN THE PROPOSAL: _____
 NUMBER OF REGISTERED VOTERS WHO SIGNED PETITION: _____
 PERCENTAGE OF REGISTERED VOTERS WHO SIGNED PETITION: _____
 TOTAL ACREAGE IN THE PROPOSAL: _____
 ACREAGE SIGNED FOR: _____

PERCENTAGE OF ACREAGE SIGNED FOR: _____
 TOTAL NUMBER OF SINGLE-FAMILY UNITS: _____
 TOTAL NUMBER OF MULTI-FAMILY UNITS: _____
 TOTAL NUMBER OF COMMERCIAL STRUCTURES: _____
 TOTAL NUMBER OF INDUSTRIAL STRUCTURES: _____

ANNEXATION QUESTIONNAIRE

It is the applicant's responsibility to obtain the information requested on the attached annexation questionnaire. The information is used by the Center for Population Research and Census (CPRC) at Portland State University to update the estimate of the population for the City of Sherwood after annexations.

The information collected is confidential and is used for no other purpose. Please obtain the information prior to submitting the annexation petition. It is your responsibility to update this information if changes are made between the original application filing and the effective date of the application.

Fill out one sheet per property that is being annexed.

Address: 17687 SW Brookman road

Housing type:

- ☒ Single-family home
- ☐ Multi-family residence
- ☐ Manufactured home

Occupancy:

- ☒ Owner occupied
- ☐ Renter occupied
- ☐ Vacant
- ☐ Seasonal

Resident Information:

LAST NAME	FIRST NAME	SEX	AGE
Bartlett	Tom		
Bartlett	Marie		

BOUNDARY CHANGE DATA SHEET

I. EXISTING CONDITIONS IN AREA TO BE ANNEXED OR WITHDRAWN

- A. General location: 17687 SW Brookman Road
- B. Land Area: Acres 1.99 or Square Miles _____
- C. General description of territory. (Include topographic features such as slopes, vegetation, drainage basins, floodplain areas, which are pertinent to this proposal.)
Presently, a single-family dwelling and workshop are located in the northwest corner of the property. Access to these buildings is provided by a gravel driveway connecting to Brookman Road.
- D. Describe Land uses on surrounding parcels. Use tax lots as reference points.
- North: Two properties being developed to create the Middlebrook Subdivision.
Zoned MDRH and MDRL by the City of Sherwood.
- East: A single property being developed to create the Middlebrook Subdivision.
Zoned MDRH and MDRL by the City of Sherwood.
- South: Two residential properties.
Zoned RF-5 by Washington County.
- West: One property being developed to create the Middlebrook Subdivision.
Zoned MDRL by the City of Sherwood.
- E. Existing Land Use:
- | | |
|---|--|
| Number of single-family units <u>1</u> | Number of multi-family units <u>0</u> |
| Number of commercial structures <u>0</u> | Number of industrial structures <u>0</u> |
| Public facilities or other uses <u>None</u> | |
- What is the current use the land proposed to be annexed:
Single-family residential
- F. Total current year Assessed Valuation: \$ 296,000
- G. Total existing population: Two.

II. REASON FOR BOUNDARY CHANGE

- A. The Metro Code spells out criteria for consideration (Metro Code 3.09.050). Considering these criteria, please provide the reasons the proposed boundary change should be made. Please be very specific. Use additional pages if necessary.

Please see attached application narrative.

- B. If the property to be served is entirely or substantially undeveloped, what are the plans for future development? Be specific. Describe type (residential, industrial, commercial, etc.), density, etc.

Future development will be residential; however, development is not included

in this application. Please see application narrative.

III. LAND USE AND PLANNING

- A. Is the subject territory inside or outside of the Metro Regional Urban Growth Boundary?

Inside the urban growth boundary.

- B. What is the applicable County Planning Designation? FD-20

Or City Planning Designation? _____

Does the proposed development comply with applicable regional, county or city comprehensive plans? Please describe.

Yes, please see application narrative.

- C. What is the zoning on the territory to be served?

Washington County FD-20.

- D. Can the proposed development be accomplished under current county zoning?

☐ Yes ☒ No

If No, has a zone change been sought from the county either formally or informally?

☐ Yes ☒ No

Please describe outcome of zone change request if answer to previous questions was Yes.

N/A.

- E. Please indicate all permits and/or approvals from a City, County or Regional Government which will be needed for the proposed development. If already granted, please indicate date of approval and identifying number:

APPROVAL	PROJECT FILE NO.	DATE OF APPROVAL	FUTURE REQUIREMENT
Metro UGB Amendment			
City of County Plan Amendment			
Pre-Application Hearing (City or County)		9/03/2020	
Preliminary Subdivision Approval			
Final Plat Approval			
Land Partition			
Conditional Use			
Variance			
Sub-Surface Sewage Disposal			
Building Permit			

Please submit copies of proceedings relating to any of the above permits or approvals which are pertinent to the annexation.

- F. If a city and/or county-sanctioned citizens' group exists in the area of the annexation, please list its name and address of a contact person.

N/A.

IV. SERVICES AND UTILITIES

- A. Please indicate the following:

1. Location and size of nearest water line that can serve the subject area.

Please see application narrative.

2. Location and size of nearest sewer line which can serve the subject area.

Please see application narrative.

3. Proximity of other facilities (storm drains, fire engine companies, etc.) which can serve the subject area.

Please see application narrative.

4. The time at which services can be reasonably provided by the city or district.
Upon annexation to the City of Sherwood.

5. The estimated cost of extending such facilities and/or services and what is to be the method of financing. (Attach any supporting documents.)

Will be determined at the time of future development.

6. Availability of desired service from any other unit of local government. (Please indicate the government.)

City of Sherwood.

- B. If the territory described in the proposal is presently included within the boundaries of or being served extraterritorially or contractually by, any of the following types of governmental units please so indicate by stating the name or names of the governmental units involved.

City _____ Rural Fire Dist. TVF & R

County Service Dist. _____ Sanitary District _____

Hwy. Lighting Dist. _____ Water District _____

Grade School Dist. _____ Drainage District _____

High School Dist. _____ Diking District _____

Library Dist. _____ Park & Rec. Dist. _____

Special Road Dist. _____ Other District Supplying
Water Service _____

- C. If any of the above units are presently servicing the territory (for instance, are residents in the territory hooked up to a public sewer or water system), please so describe.

V. APPLICANT INFORMATION

APPLICANT'S NAME Walker John c/o Olivia Beach, LLC

MAILING ADDRESS P.O. Box 7534
Olympia, Washington 98507

TELEPHONE NUMBER 541-921-1247 (Work)
 (Res.)

REPRESENTING

DATE 1/29/2021



Date of Production: 10/26/2020

TERMS AND CONDITIONS OF INFORMATION REPORTS

IMPORTANT - READ CAREFULLY: AN INFORMATION REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THE INFORMATION REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE REQUESTOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THE INFORMATION REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN TITLE'S PRIOR WRITTEN CONSENT. FIRST AMERICAN TITLE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED IN THE INFORMATION REPORT IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION THEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF AN INFORMATION REPORT, REQUESTOR AGREES THAT FIRST AMERICAN TITLE'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THE INFORMATION REPORT SHALL BE LIMITED TO THE GREATOR OF THE FEE CHARGED FOR THE INFORMATION REPORT OR \$15. REQUESTOR ACCEPTS THE INFORMATION REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN TITLE WOULD NOT HAVE ISSUED THE INFORMATION REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN TITLE MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF REQUESTOR'S USE OF THE INFORMATION CONTAINED IN THE INFORMATION REPORT.

Exhibit 1 to Council Staff Report

Exhibit C - Applicant Submittal

Exhibit L
Page 2 of 4

2S131CD-01300
Sherwood City Of
22560 SW Pine St
Sherwood, OR 97140

2S131CD-07000
Sherwood City Of
22560 SW Pine St
Sherwood, OR 97140

2S131CD-15400
Matthew & Amanda Kaufman
17786 SW Inkster Dr
Sherwood, OR 97140

2S131CD-15500
Keith & Joyce Yam
17764 SW Inkster Dr
Sherwood, OR 97140

2S131CD-15600
Barbara Morgan
17752 SW Inkster Dr
Sherwood, OR 97140

2S131CD-15700
Johnson Carol Ann Rev Trust
17734 SW Inkster Dr
Sherwood, OR 97140

2S131DC-10400
Anthony & Kimberly Budesilich
17470 SW Cobble Ct
Sherwood, OR 97140

2S131DC-10500
Ryan & Holly Krause
17484 SW Cobble Ct
Sherwood, OR 97140

2S131DC-10600
Paul & Sarah Billeci
17961 SW Bridger Ln
Sherwood, OR 97140

3S10600-00103
Brookman Development Llc
Po Box 61426
Vancouver, WA 98666

3S10600-00104
Linda & Richard Scott
17433 SW Brookman Rd
Sherwood, OR 97140

3S10600-00200
Philip & Nancy Lapp
17400 SW Brookman Rd
Sherwood, OR 97140

3S106B0-00100
Brookman Development Llc
Po Box 61426
Vancouver, WA 98666

3S106B0-00101
Thomas & Marie Bartlett
17687 SW Brookman Rd
Sherwood, OR 97140

3S106B0-00200
Boyd George W Rev Living Trust & Brewer
Po Box 85
Tualatin, OR 97062

3S106B0-00300
Kevin Durrell & Stephanie Garrison
24661 SW Oberst Rd
Sherwood, OR 97140

3S106B0-00302
Leroy Moser & Delores Fam T
16121 SW 129th Ter
Portland, OR 97224

3S106B0-00303
Thomas & Kristina Herold
17636 SW Brookman Rd
Sherwood, OR 97140

3S106B0-00400
Michael & Pamela Fullmer
17878 SW Brookman Rd
Sherwood, OR 97140

3S106B0-00500
Jason Higgins & Judith Mcquade-Higgins
17890 SW Brookman Rd
Sherwood, OR 97140

3S106B0-00500
Jason Higgins & Judith Mcquade-Higgins
17890 SW Brookman Rd
Sherwood, OR 97140

3S106B0-00600
Walter & Rebecca Kluser
17982 SW Brookman Rd
Sherwood, OR 97140

3S106B0-00700
Carol Zarzana
Po Box 781
Sherwood, OR 97140

3S106B0-00800
Carol Zarzana
Po Box 781
Sherwood, OR 97140

3S106B0-01301
Snider Family Trust
Po Box 426
Sherwood, OR 97140

3S106B0-01302
Susan Bryant
Po Box 1256
Sherwood, OR 97140

3S106B0-01401
Wendy & Lawrence Wells
24895 SW Oberst Rd
Sherwood, OR 97140

3S106B0-01402
Kenneth & Leslie Kolb
24799 SW Oberst Rd
Sherwood, OR 97140

3S106B0-04000
Cesar & Zulma Rey
17354 SW Galewood Dr
Sherwood, OR 97140

3S106B0-04000
Cesar & Zulma Rey
24800 SW Labrousse Rd
Sherwood, OR 97140

3S106B0-04000
Oregon State Of
700 Summer St NE
Salem, OR 97301

3S106BB-00100
James & Karly Wright
18000 SW Harrison St
Sherwood, OR 97140

3S106BB-01100
Jerry & Elisabeth Clark
Po Box 397
Tualatin, OR 97062

3S106BB-02500
Donald & Joann Randall
10800 SW North Dakota St
Portland, OR 97223

3S106BB-02500
Donald & Joann Randall
10800 SW North Dakota St
Portland, OR 97223

3S106BB-02501
Larry Skoglund & Marie Mason-Skoglund
18063 SW Brookman Rd
Sherwood, OR 97140

3S106BB-02502
Bradley Miller
18025 SW Brookman Rd
Sherwood, OR 97140

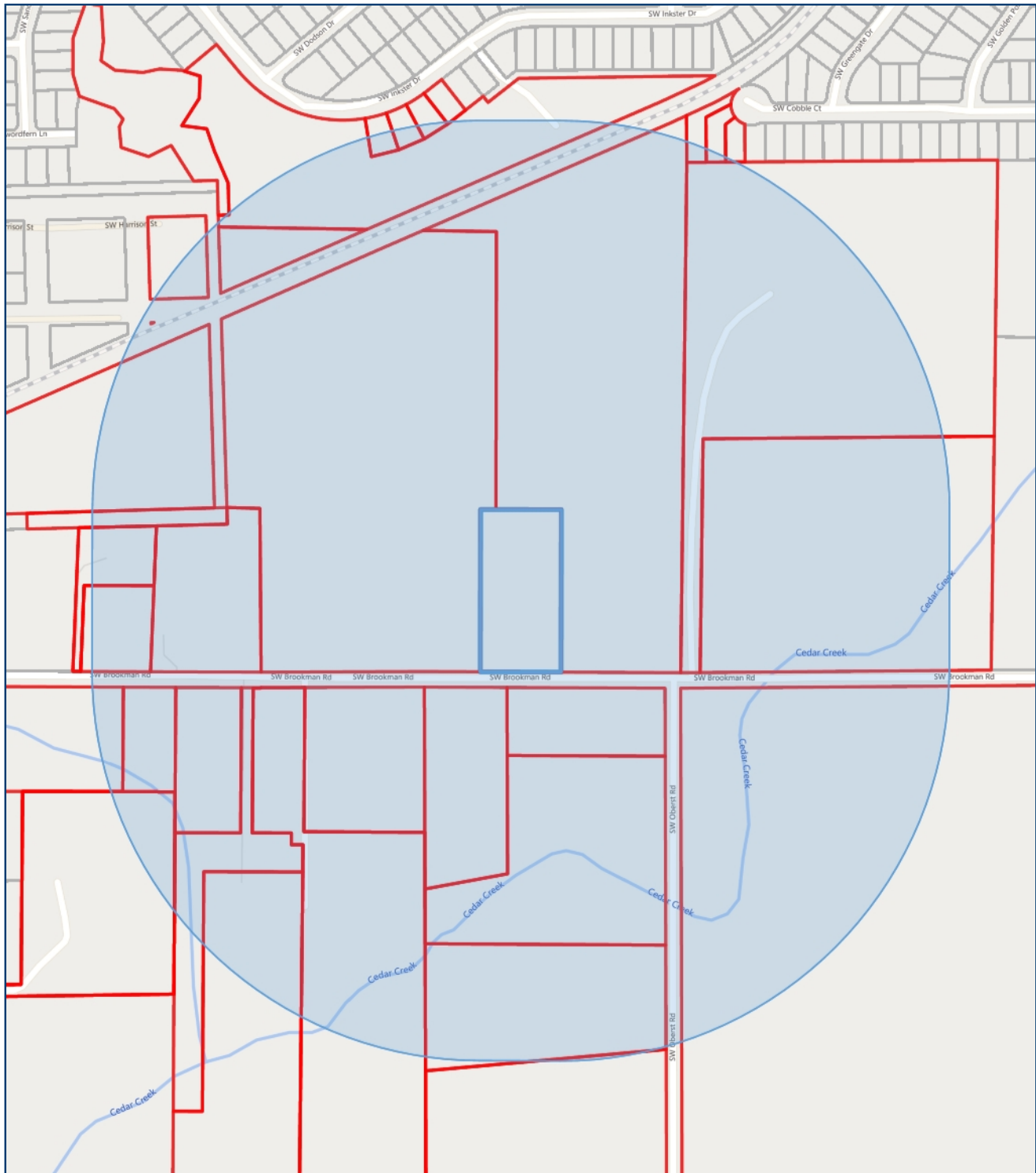
3S106BB-02590
Jerry & Elisabeth Clark
Po Box 397
Tualatin, OR 97062



1000 ft Buffer

17687 SW Brookman Rd, Sherwood, OR 97140

Report Generated: 10/26/2020



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First American

First American Title Insurance Company

121 SW Morrison Street, Suite 300
Portland, OR 97204
Phn - (503)222-3651 (800)929-3651
Fax - (877)242-3513

Order No.: 7000-3520519

July 24, 2020

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

CANDACE BROWN, Escrow Officer/Closer

Phone: (503)350-5005 - Fax: (866)656-1602- Email: canbrown@firstam.com

First American Title Insurance Company

5335 SW Meadows Road, Suite 100, Lake Oswego, OR 97035

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Sarah Walters, Title Officer

Toll Free: (800)929-3651 - Direct: (503)790-7857 - Email: sawalters@firstam.com

Preliminary Title Report

County Tax Roll Situs Address: 17687 SW Brookman Road, Sherwood, OR 97140

2006 ALTA Owners Standard Coverage	Liability \$	1,100,000.00	Premium \$	2,250.00
2006 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Extended Coverage	Liability \$	990,000.00	Premium \$	726.00
Endorsement 9.10, 22 & 8.1			Premium \$	100.00
Govt Service Charge			Cost \$	
City Lien/Service District Search			Cost \$	
Other			Cost \$	

Proposed Insured Lender: Lender To Be Determined

Proposed Borrower: Olivia Beach LLC or Assigns

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of July 10, 2020 at 8:00 a.m., title to the fee simple estate is vested in:

Thomas R. Bartlett and Marie A. Bartlett, as tenants by the entirety

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

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.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
7. Taxes for the fiscal year 2020-2021 a lien due, but not yet payable
8. Restrictive Covenant to Waive Remonstrance, pertaining to Customarily (commonly) accepted farm or forestry practices including the terms and provisions thereof
Recorded: July 27, 1987 as Fee No. [87038434](#)
9. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Thomas R Bartlett, Marie A Bartlett
Grantee/Beneficiary: Bank of America, NA
Trustee: Chicago Title
Amount: \$125,000.00
Recorded: May 02, 2007
Recording Information: Fee No. [2007 049243](#)

Note: This Deed of Trust contains Line of Credit privileges. If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

The lien of said Deed of Trust was subordinated to the lien of the instrument recorded October 02, 2017 as Fee No. [2017 077535](#) by agreement recorded October 04, 2017 as Fee No. [2017 078367](#) .

10. Deed of Trust and the terms and conditions thereof.
- | | |
|------------------------|--|
| Grantor/Trustor: | Thomas R. Bartlett and Marie A. Bartlett, husband and wife |
| Grantee/Beneficiary: | Bank of America, N.A. |
| Trustee: | ReconTrust Company, N.A. |
| Amount: | \$174,800.00 |
| Recorded: | October 02, 2017 |
| Recording Information: | Fee No. 2017 077535 |

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against Olivia Beach LLC that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2019-2020 PAID IN FULL

Tax Amount:	\$4,384.29
Map No.:	3S106B000101
Property ID:	R586440
Tax Code No.:	088.14

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: Washington County Ordinance No. 267, filed August 5, 1982 in Washington County, Oregon, imposes a tax of \$1.00 per \$1,000.00 or fraction thereof on the transfer of real property located within Washington County.

Certain conveyances may be exempt from said ordinance, in which case, Washington County will require a correct and timely filing of an Affidavit of Exemption. For all deeds/conveyance documents which are recorded (including situations to meet lender requirements) either the transfer tax must be paid or affidavit acceptable to the County must be filed.

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!

RECORDING INFORMATION

Filing Address: **Washington County**
161 NW Adams Avenue, Suite 103
Hillsboro, OR 97124

Recording Fees: **\$ 81.00 First Page**
(Comprised of:
\$ 5.00 per page
\$ 5.00 per document - Public Land Corner Preservation Fund
\$ 11.00 per document - OLIS Assessment & Taxation Fee
\$ 60.00 per document - Oregon Housing Alliance Fee)
\$ 5.00 E-Recording fee per document
\$ 5.00 for each additional page
\$ 5.00 for each additional document title, if applicable
\$ 20.00 Non-Standard Document fee, if applicable



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

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 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

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 Risks 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.

SCHEDULE OF STANDARD 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.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08



Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



First American Title™

Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties
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Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

Exhibit "A"

Real property in the County of Washington, State of Oregon, described as follows:

BEGINNING AT THE ONE-QUARTER SECTION CORNER ON THE NORTH LINE OF SAID SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, AND RUNNING THENCE SOUTH ON ONE-HALF SECTION LINE 20.19 CHAINS; THENCE WEST 516 FEET TO THE SOUTHWEST CORNER OF THE SHAW TRACT DESCRIBED IN CONTRACT OF SALE RECORDED JUNE 9, 1959 IN BOOK 418, PAGE 522, DEED RECORDS, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST ALONG THE SOUTH LINE OF SAID SHAW TRACT, A DISTANCE OF 208 FEET; THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SHAW TRACT, A DISTANCE OF 439, FEET TO A POINT; THENCE WEST A DISTANCE OF 208 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SHAW TRACT; THENCE SOUTH FOLLOWING THE WEST LINE OF SAID SHAW TRACT TO THE TRUE POINT OF BEGINNING.

NOTE: This Legal Description was created prior to January 01, 2008.



10.00
C

WAIVING RIGHT OF REMONSTRANCE AGAINST
CUSTOMARILY (commonly) ACCEPTED FARM
OR FORESTRY PRACTICES

87038434

JUL 27 1987

This agreement and Waiver is entered into this 15 day of JULY, 1987. This Agreement and Waiver is for the benefit of the parties hereto and Washington County, Oregon. The undersigned, being the legal owner(s) of real property hereinafter described, do hereby agree as follows: That the undersigned consent to the use of properties within the vicinity of the real property hereinafter described, for customarily (commonly) accepted farm or forestry practices, to the extent that said practices are allowed by Washington County's Land Use laws:

This Agreement and Waiver is in consideration of: Dwelling in the AF-S District and is required by the Rural/Natural Resource Plan (EFU, AF-20, AF-10, AF-5 OR RR-5) and the Community Development Ordinance of Washington County relating to Land Use.

This Agreement and Waiver shall be construed as a consent to those customarily (commonly) accepted farm or forestry practices within the vicinity of the hereinafter described property to the extent that the farm or forestry practice is allowed by Washington County's Zoning laws, including any applicable dimensional and use requirements.

The property subject to this waiver of remonstrance is described as Map # 351 6B, Tax Lot # 101 and is more particularly described as: A PARCEL OF LAND MEASURING 208 FT x 436 FT

Beginning at the quarter section corner on the North line of said Section 6, Township 3 South, Range 1 West, Willamette Meridian, Washington County, Oregon and running thence South on half section line 10.19 chains; thence West 316 feet to the Southwest corner of the Shaw Tract described in Contract of Sale recorded June 9, 1959, in Book 418, page 521, Deed Records, and the true point of beginning of the tract herein described; thence East along the South line of said Shaw tract a distance of 208 feet; thence North parallel to the West line of said Shaw tract a distance of 439 feet to a point; thence West a distance of 208 feet, more or less, to the West line of said Shaw Tract; thence South following the West line of said Shaw Tract to the true point of beginning.

This Agreement and Waiver shall in no way limit, restrict or pre-empt, the authority of Washington County to exercise any of its governmental authority as regards the subject site.

It is hereby intended that this Agreement and Waiver shall be binding on ourselves and all subsequent owners of the hereinabove described property as well as any of the aforesaid's heirs, successors, assignees or purchasers of the hereinabove described property and shall run with the title to the said property.

This Agreement and Waiver shall immediately be recorded in the Deed Records of Washington County of the above-described property and shall not be removed until this waiver is no longer required by Washington County's zoning laws.

DONE AND DATED this 2 day of JULY, 1987.

Thomas R. Bartlett

Maie A. Bartlett

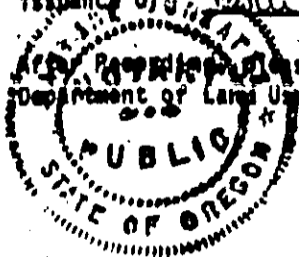
STATE OF OREGON)

ss

County of Washington)

BE IT REMEMBERED that on this 27th day of July, 1987, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Washington County known to me to be the identical individual(s) described in and who executed this instrument and acknowledged to me that the same was executed freely and voluntarily with full knowledge and acknowledged to me that the same was executed freely and voluntarily with full knowledge of the facts and circumstances regarding the issuance of Building Permits.

Please return to the Department of Land Use and Transportation.



[Signature]
Notary Public for Oregon

My Commission expires: 10-10-89

1-2

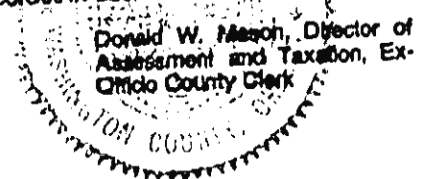
7/30/84

1987 JUL 27

JUL 27 1987

STATE OF OREGON } 88
County of Washington

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



1987 JUL 27 PM 4:30

2

70
6
11



Bartlett, Thomas R

Loan Number: 68160500845099

Record and Return To:
Fiserv Lending Solutions
27 Inwood Road
ROCKY HILL, CT 06067

Washington County, Oregon **2007-049243**

05/02/2007 02:21:36 PM

D-M Cnt=1 Stn=12 S PFEIFER

\$70.00 \$6.00 \$11.00 - Total = \$87.00



01109676200700492430140141

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



[Space Above This Line For Recording Data]

LINE OF CREDIT TRUST DEED

MAXIMUM PRINCIPAL TO BE ADVANCED: \$125,000.00

MATURITY DATE: APRIL 17, 2032

DEFINITIONS

(A) **"Security Instrument"** means this document, which is dated APRIL 17, 2007, together
with all Riders to this document.

(B) **"Borrower"** is THOMAS R BARTLETT, MARIE A BARTLETT

the party or parties who have signed this Security Instrument.

Borrower is the trustor under this Security Instrument.

(C) **"Trustee"** is CHICAGO TITLE

(D) **"Lender"** is Bank of America, NA

Lender is a National Banking Association organized

and existing under the laws of THE UNITED STATES OF AMERICA

Lender's address is 100 North Tryon Street, Charlotte, North Carolina
28255

Lender is the beneficiary under this Security Instrument.

(E) **"Agreement"** means the Home Equity Line of Credit Agreement signed by the Borrower.

(F) **"Account"** means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to
the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional
Advances, subject to the terms of the Agreement.

(G) **"Credit Limit"** means the maximum aggregate amount of principal that may be secured by this Security
Instrument at any one time. The Credit Limit is \$125,000.00. Except to the extent
prohibited by Applicable Law, the Credit Limit does not apply to interest, Finance Charges, and other fees and
charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does

THOMAS R BARTLETT/995071021907080

OREGON HOME EQUITY LINE OF CREDIT DEED OF TRUST
ORHESI.HLC 10/05/06

not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(H) **"Account Balance"** is the total unpaid principal of the Account, plus earned but unpaid Finance Charges, outstanding fees, charges, and costs.

(I) **"Maturity Date"** is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on APRIL 17, 2032

(J) **"Property"** means the Property that is described below under the heading "Transfer of Rights in the Property."

(K) **"Secured Debt"** means:

(1) All amounts due under your Account, including principal, interest, Finance Charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.

(2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(L) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--------------------------------------|---|---|
| ☐ 1-4 Family | ☐ Condominium Rider | ☐ Escrow Rider |
| ☐ Second Home | ☐ Planned Unit Development Rider | ☐ Mortgage Insurance Rider |
| ☐ Other(s) | | |

(M) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(N) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(O) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(P) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.

(R) **"Approved Prior Loan"** means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Debt under the Agreement, and all renewals, extensions and modifications of the Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of WASHINGTON :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of 17687 SW BROOKMAN RD

[Street]

SHERWOOD OREGON 971408801 ("Property Address"):
[City] [State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Secured Debt. Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring

the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. Funds for Escrow Items. Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. Charges; Liens; Prior Security Interests. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall bear interest at the Agreement rate from, the date of disbursement and shall be

payable, with such interest, upon notice from Lender to Borrower requesting payment and be subject to the terms of the Agreement and the Security Instrument.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

Lender may, at its option, take lesser actions than those described at the beginning of this Section. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any Secured Debt secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take this action, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written

consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Secured Debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Secured Debt secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Secured Debt secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the Secured Debt secured by this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in

Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Secured Debt secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

14. Agreement/Account Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security

Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Agreement and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the Secured Debt secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given

to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise), Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all Agreements evidencing debt

secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Agreement, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

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**BENEFICIARY REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Thomas R. Bartlett (Seal)
THOMAS R BARTLETT -Borrower

Marie A. Bartlett (Seal)
MARIE A BARTLETT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

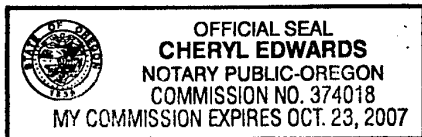
[Space Below This Line For Acknowledgment]

State of Oregon

County of Washington

This instrument was acknowledged before me on April 17, 2007

by THOMAS R BARTLETT, MARIE A BARTLETT



(Seal)

Cheryl Edwards
Notary Public - State of Oregon

My commission expires: Oct 23, 2007

THOMAS R BARTLETT/995071021907080
OREGON HOME EQUITY LINE OF CREDIT DEED OF TRUST
ORHESI.HLC 10/05/06

Page 13 of 13

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H107FTMF

Legal Description

BEGINNING AT THE ONE-QUARTER SECTION CORNER OF THE NORTH LINE OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, AND RUNNING THENCE SOUTH ON ONE-HALF SECTION LINE 20.19 CHAINS; THENCE WEST 516 FEET TO THE SOUTHWEST CORNER OF THE SHAW TRACT DESCRIBED IN CONTRACT OF SALE RECORDED JUNE 9, 1959 IN BOOK 418, PAGE 522, DEED RECORDS, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST ALONG THE SOUTH LINE OF SAID SHAW TRACT, A DISTANCE OF 208 FEET; THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SHAW TRACT, A DISTANCE OF 439 FEET TO A POINT; THENCE WEST A DISTANCE OF 208 FEET; MORE OR LESS, TO THE WEST LINE OF SAID SHAW TRACT; THENCE SOUTH FOLLOWING THE WEST LINE OF SAID SHAW TRACT TO THE TRUE POINT OF BEGINNING.

After Recording Return To:
BANK OF AMERICA, N.A.
4500 Amon Carter Blvd., Doc
Proc TX2-979-01-19
Ft. Worth, TX 76155

Until a change is requested all tax
statements shall be sent to the following
address:

TAX DEPARTMENT SV3-24
450 American Street
Simi Valley, CA 93065

Consideration: \$174,800.00

Grantor(s):

THOMAS R. BARTLETT AND MARIE A. BARTLETT, HUSBAND AND WIFE
17687 SW Brookman Rd
Sherwood, OR 97140-8801

Grantee:

BANK OF AMERICA, N.A.
101 South Tryon Street
Charlotte, NC 28255

[Space Above This Line For Recording Data]

DEED OF TRUST

BARTLETT
Doc ID #: xxxxxxxxx177
PIN: R586440
Escrow/Closing #: 914644-1

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **September 26, 2017**, together with all Riders to this document.

(B) "Borrower" is **THOMAS R. BARTLETT AND MARIE A. BARTLETT, HUSBAND AND WIFE**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **BANK OF AMERICA, N.A.**. Lender is a **National Association** organized and existing under the laws of **THE UNITED STATES**. Lender's address is **101 South Tryon Street, Charlotte, NC 28255**. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **ReconTrust Company, N.A.**

(E) "Note" means the promissory note signed by Borrower and dated **September 26, 2017**. The Note states that Borrower owes Lender **One Hundred Seventy-Four Thousand Eight Hundred And 00/100 Dollars (U.S. \$174,800.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
OREGON DEED OF TRUST (SIDOT.OR)
346.37 (11/16)

Form 3038 1/01

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BANK OF AMERICA, N.A.



2744711773616404000

Doc ID #: xxxxxxxx177

debt in full not later than **October 1, 2047**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Other(s) [specify] _____ | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY of Washington**:

ALL OF THAT CERTAIN REAL PROPERTY WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE COUNTY OF WASHINGTON STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT:

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BEGINNING AT THE ONE-QUARTER SECTION CORNER ON THE NORTH LINE OF SAID SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, AND RUNNING THENCE SOUTH ON ONE-HALF SECTION LINE 20.19 CHAINS; THENCE WEST 516 FEET TO THE SOUTHWEST CORNER OF THE SHAW TRACT DESCRIBED IN CONTRACT OF SALE RECORDED JUNE 9, 1959 IN BOOK 418, PAGE 522, DEED RECORDS, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST ALONG THE SOUTH LINE OF SAID SHAW TRACT, A DISTANCE OF 208 FEET THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SHAW TRACT, A DISTANCE OF 439, FEET TO POINT; THENCE WEST DISTANCE OF 208 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SHAW TRACT; THENCE SOUTH FOLLOWING THE WEST LINE OF SAID SHAW TRACT TO THE TRUE POINT OF BEGINNING.

P.I.D#: R586440

which currently has the address of 17687 SW Brookman Rd, Sherwood, OR 97140-8801 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment

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to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow

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Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear



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interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or

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prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured



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immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then:



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(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing



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this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those



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awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Marie A. Bartlett
- BORROWER - MARIE A BARTLETT

Thomas R Bartlett
- BORROWER - THOMAS R BARTLETT

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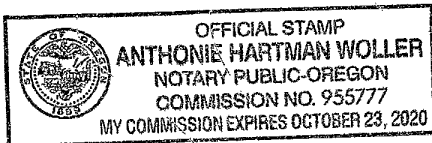
STATE OF Oregon

COUNTY OF Washington

This record was acknowledged before me on September 26, 2017 by

Marie A. Bartlett and Thomas R. Bartlett

Stamp (if required)



Antonie H. Woller

Notary Public for Oregon

My Commission Expires: 10-23-2020

Mortgage Loan Originator **Aaron Johnson**

Nationwide Mortgage Licensing System and Registry Identification Number **432337**

Mortgage Loan Origination Company **BANK OF AMERICA, N.A.**

Nationwide Mortgage Licensing System and Registry Identification Number **399802**

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

OREGON DEED OF TRUST (SIDOT.OR)

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BANK OF AMERICA, N.A.



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Washington County, Oregon	2017-078367
D-MSU	
Stn=0 M LOPEZ	10/04/2017 08:38:54 AM
\$20.00 \$11.00 \$5.00 \$20.00 \$20.00	\$76.00
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	

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Bank of America, NA
Enterprise Document Processing
4909 Savarese Circle
Tampa, Florida 33634
Mailcode: FL 1-908-01-66

This document was prepared by:
Zachary Mbugua
BANK OF AMERICA, N.A.
6400 Legacy Drive
Plano, TX 75024

LOAN #:

ESCROW/CLOSING#: 274I3847117768160500845W88099

914644
NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twenty-fifth day of September, 2017, by **Bank of America, N.A. ("Subordinator")** whose address is **101 South Tryon Street, Charlotte, NC 28255**.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee/grantee of that certain Deed of Trust/Mortgage/Security Deed ("Security Document") pursuant to that certain Security Document dated 04/17/2007 (the "Senior Lien"), and executed by THOMAS R BARTLETT and MARIE A BARTLETT (together, the "Owner") and encumbering that certain real property located at 17687 SW BROOKMAN RD, SHERWOOD, OR 97140 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 05/02/2007 in Official Records Book NA, Page NA, as Instrument No. 2007-049243, of the Official Records of WASHINGTON County, OR, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$175200.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

Recorded 10-2-17 2017-077535

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

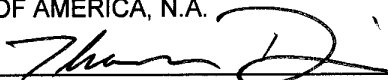
WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.
- (7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

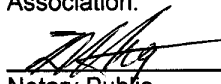
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BANK OF AMERICA, N.A.


Thomas Davis, Assistant Vice President

STATE OF TEXAS
COUNTY OF COLLIN

This Instrument was acknowledged before me on 09/25/2017 by **Thomas Davis, Assistant Vice President**, of BANK OF AMERICA, N.A., a National Association, on behalf of said National Association.


Notary Public

Print Name: Zachary Mbugua

My Commission Expires: 07/21/18

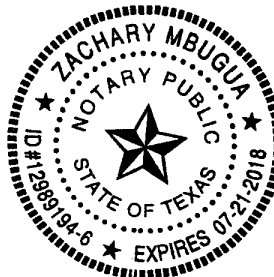


EXHIBIT "A"

ALL OF THAT CERTAIN REAL PROPERTY WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE COUNTY OF WASHINGTON STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE ONE-QUARTER SECTION CORNER ON THE NORTH LINE OF SAID SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, AND RUNNING THENCE SOUTH ON ONE-HALF SECTION LINE 20.19 CHAINS; THENCE WEST 516 FEET TO THE SOUTHWEST CORNER OF THE SHAW TRACT DESCRIBED IN CONTRACT OF SALE RECORDED JUNE 9, 1959 IN BOOK 418, PAGE 522, DEED RECORDS, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST ALONG THE SOUTH LINE OF SAID SHAW TRACT, A DISTANCE OF 208 FEET THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SHAW TRACT, A DISTANCE OF 439, FEET TO POINT; THENCE WEST DISTANCE OF 208 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SHAW TRACT; THENCE SOUTH FOLLOWING THE WEST LINE OF SAID SHAW TRACT TO THE TRUE POINT OF BEGINNING.

P.I.D#: R586440

After Recording Return To:
BANK OF AMERICA, N.A.
4500 Amon Carter Blvd., Doc
Proc TX2-979-01-19
Ft. Worth, TX 76155

Until a change is requested all tax
statements shall be sent to the following
address:

TAX DEPARTMENT SV3-24
450 American Street
Simi Valley, CA 93065

Consideration: \$174,800.00

Grantor(s):

THOMAS R. BARTLETT AND MARIE A. BARTLETT, HUSBAND AND WIFE
17687 SW Brookman Rd
Sherwood, OR 97140-8801

Grantee:

BANK OF AMERICA, N.A.
101 South Tryon Street
Charlotte, NC 28255

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DEED OF TRUST

BARTLETT
Doc ID #: xxxxxxxxx177
PIN: R586440
Escrow/Closing #: 914644-1

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **September 26, 2017**, together with all Riders to this document.

(B) "Borrower" is **THOMAS R. BARTLETT AND MARIE A. BARTLETT, HUSBAND AND WIFE**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **BANK OF AMERICA, N.A.**. Lender is a **National Association** organized and existing under the laws of **THE UNITED STATES**. Lender's address is **101 South Tryon Street, Charlotte, NC 28255**. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **ReconTrust Company, N.A.**

(E) "Note" means the promissory note signed by Borrower and dated **September 26, 2017**. The Note states that Borrower owes Lender **One Hundred Seventy-Four Thousand Eight Hundred And 00/100 Dollars (U.S. \$174,800.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the

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debt in full not later than **October 1, 2047**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Other(s) [specify] _____ | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY of Washington**:

ALL OF THAT CERTAIN REAL PROPERTY WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE COUNTY OF WASHINGTON STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT:

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BEGINNING AT THE ONE-QUARTER SECTION CORNER ON THE NORTH LINE OF SAID SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, AND RUNNING THENCE SOUTH ON ONE-HALF SECTION LINE 20.19 CHAINS; THENCE WEST 516 FEET TO THE SOUTHWEST CORNER OF THE SHAW TRACT DESCRIBED IN CONTRACT OF SALE RECORDED JUNE 9, 1959 IN BOOK 418, PAGE 522, DEED RECORDS, AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST ALONG THE SOUTH LINE OF SAID SHAW TRACT, A DISTANCE OF 208 FEET THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID SHAW TRACT, A DISTANCE OF 439, FEET TO POINT; THENCE WEST DISTANCE OF 208 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SHAW TRACT; THENCE SOUTH FOLLOWING THE WEST LINE OF SAID SHAW TRACT TO THE TRUE POINT OF BEGINNING.

P.I.D#: R586440

which currently has the address of 17687 SW Brookman Rd, Sherwood, OR 97140-8801 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment

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to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow

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Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including; but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear



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interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or



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prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured



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immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then:



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(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing



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this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
OREGON DEED OF TRUST (SIDOT. OR)
346.37 (11/16)

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those



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awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Marie A. Bartlett
- BORROWER - MARIE A BARTLETT

Thomas R Bartlett
- BORROWER - THOMAS R BARTLETT

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
OREGON DEED OF TRUST (SIDOT.OR)
346.37 (11/16)

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BANK OF AMERICA, N.A.

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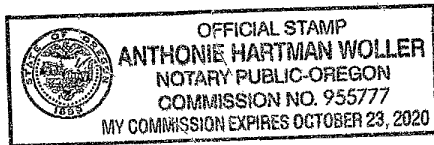
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[Space Below This Line For Acknowledgment]

STATE OF Oregon
COUNTY OF Washington

This record was acknowledged before me on September 26, 2017 by
Maric A. Bartlett and Thomas R. Bartlett

Stamp (if required)



Antonie H. Woller
Notary Public for Oregon

My Commission Expires: 10-23-2020

Mortgage Loan Originator **Aaron Johnson**
Nationwide Mortgage Licensing System and Registry Identification Number **432337**
Mortgage Loan Origination Company **BANK OF AMERICA, N.A.**
Nationwide Mortgage Licensing System and Registry Identification Number **399802**

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
OREGON DEED OF TRUST (SIDOT. OR)
346.37 (11/16)

Form 3038 1/01

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BANK OF AMERICA, N.A.



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6.00
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FORM No. 723-BARGAIN AND SALE DEED (Individual or Corporate).

STEVEN'S-HESS LAW

88-07960

Washington County

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That THOMAS A. BARTLETT AND MARIE A. BARTLETT, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto THOMAS R. BARTLETT AND MARIE A. BARTLETT, husband and wife, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of WASHINGTON, State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

THIS DEED IS GIVEN TO CORRECT MIDDLE INITIAL OF THOMAS R. BARTLETT.

24-20654
438535-2

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 23 day of February, 1988; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL 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 APPROVED USES.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 194.570)

STATE OF OREGON, County of CLACKAMAS

STATE OF OREGON, County of ss.

The foregoing instrument was acknowledged before me this 23 day of February, 1988, by

The foregoing instrument was acknowledged before me this 19, by

THOMAS R. BARTLETT
MARIE A. BARTLETT

president, and by secretary of

a corporation, on behalf of the corporation.

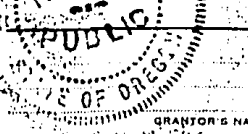
Notary Public for Oregon

Notary Public for Oregon

My commission expires: 11-29-89

My commission expires:

(SEAL)
(If executed by a corporation, affix corporate seal)



GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

THOMAS R. BARTLETT
MARIE A. BARTLETT
Route 5 Box 78 A Sherwood, OR 97140
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

same as above

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME TITLE

By Deputy

1-2.

EXHIBIT "A"

Beginning at the one-quarter section corner on the North line of said Section 6, Township 3 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, and running thence South on one-half section line 20.19 chains; thence West 516 feet to the Southwest corner of the Shaw Tract described in Contract of Sale recorded June 9, 1959 in Book 418, Page 522, Deed Records, and the true point of beginning of the tract herein described; thence East along the South line of said Shaw Tract, a distance of 208 feet; thence North, parallel to the West line of said Shaw Tract, a distance of 439, feet to a point; thence West a distance of 208 feet, more or less, to the West line of said Shaw Tract; thence South following the West line of said Shaw Tract to the true point of beginning.

STATE OF OREGON
County of Washington

} SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of
Assessment and Taxation, Ex-
Officio County Clerk

1988 FEB 29 AM 9:14

2

JUL 24 1117

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7A

FORM No. 943—WARRANTY DEED—STATUTORY FORM (Individual Grantor)

STEVENS-NESE LAW PUB. CO., PORTLAND, OR. 97204

87037951

WARRANTY DEED—STATUTORY FORM

INDIVIDUAL GRANTOR

JOHN A. YEAGER and ELEANOR G. YEAGER, husband and wife

Grantor,
conveys and warrants to THOMAS A. BARTLETT and MARIE A. BARTLETT,
husband and wife

Grantee, the following described real property free of encumbrances
except as specifically set forth herein situated in Washington County, Oregon, to-wit:

AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The said property is free from encumbrances except NONE

The true consideration for this conveyance is \$ 27,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 8th day of June, 1987

THIS INSTRUMENT WILL 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 APPROVED USES.

John A. Yeager

Eleanor G. Yeager

STATE OF OREGON, County of Clackamas) ss.

This instrument was acknowledged before me on June 8, 1987

by John A. Yeager and Eleanor G. Yeager

(SEAL)

Notary Public for Oregon

My commission expires 1/23/89

WARRANTY DEED

John A. Yeager
Eleanor G. Yeager GRANTOR
Thomas A. Bartlett GRANTEE
Marie A. Bartlett

GRANTEE'S ADDRESS, ZIP
After recording return to:

Thomas A. & Marie A. Bartlett
1717 Springbrook Way
Newberg, Or. 97132

NAME, ADDRESS, ZIP

Unless a change is requested, all tax statements
shall be sent to the following address:

same as above

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the day of 1987, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

1-2

Title No. 26-19363

EXHIBIT "A"

Beginning at the quarter section corner on the North line of said Section 6, Township 3 South, Range 1 West, Willamette Meridian, in the County of Washington and State of Oregon, and running thence South on half section line 20.19 chains; thence West 516 feet to the Southwest corner of the Shaw Tract described in Contract of Sale recorded June 9, 1959 in Book 418, Page 522, Deed Records, and the true point of beginning of the tract herein described; thence East along the South line of said Shaw Tract, a distance of 208 feet; thence North, parallel to the West line of said Shaw Tract, a distance of 439 feet to a point; thence West a distance of 208 feet, more or less, to the West line of said Shaw Tract; thence South following the West line of said Shaw Tract to the true point of beginning.

STATE OF OREGON }
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk

1987 JUL 24 AM 9:21

2

FORM No. 14 - CONTRACT - REAL ESTATE - Fixed Payments

10219

THIS CONTRACT, made the 12th day of May, 1959, between CHARLES W. BRANDE and CLARA A. BRANDE, husband and wife of the County of Washington and State of Oregon, hereinafter called the first party, and ROBBIE L. BAILEY and DARLENE J. BAILEY, husband and wife of the County of Washington and State of Oregon, hereinafter called the second party, WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agree to sell, and the second party agree to purchase, the following described real estate, situate in the County of Washington, State of Oregon, to-wit:

The east 147.6 feet of Lot 16, Maple Wood Park, in Washington County, Oregon.

Also all draperies in the dwelling upon said premises.

for the sum of Eight Thousand-----and no/100----- Dollars (\$8000.00-----) on account of which Five Hundred and no/100----- Dollars (\$500.00-----) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of 6 1/2 per cent per annum from May 16, 1959, on the dates and in amounts as follows: In monthly installments of not less than Seventy Dollars (\$70.00) per month including interest and including from the date of this agreement the monthly pro-rated portions for real estate taxes and fire insurance, the first monthly payment to be paid on the 20th day of June, 1959, and a like payment on the 20th day of each and every month until the full sum of both principal and interest as well as taxes and fire insurance have been paid; said deferred payments to bear interest at the rate of 6% per annum, payable monthly.

First parties agree to give possession of said premises on or before May 20, 1959

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than full coverage Dollars in a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

The first party agrees that at his expense and within 10 days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said encumbrances and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, then of payment and strict performance being decided to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by sale in equity, and in any of said cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of redemption or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the court may adjudge reasonable for plaintiff's attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party may be more than one person; that if the context so requires, the singular pronouns shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and year first above written.

BOOK 417 PAGE 521

Charles W. Brande (SEAL)
Clara A. Brande (SEAL)
Robbie L. Bailey (SEAL)
Darlene J. Bailey (SEAL)

10219

Washington and State of Oregon hereinafter called the second party

The east 147.6 feet of Lot 16, Maple Wood Park, in Washington County Oregon.

A. S. 4. Traperies in the dwelling upon said premises

For the sum of Eight Thousand and no/100 ----- Dollars \$3000.00
 and amount of which Five Hundred and no/100 ----- Dollars \$500.00
 is paid in the execution hereof (the receipt of which is hereby acknowledged by the first party) and the
 remainder to be paid to the order of the first party with interest at the rate of six percent per annum from
May 16 1959 on the dates and in amounts as follows: 10 monthly installments
 of not less than Seventy Dollars (\$70.00) per month including interest and including
 from the date of this agreement the monthly pro-rated portions for real estate taxes
 and fire insurance, the first monthly payment to be paid on the 20th day of the
 and a like payment on the 20th day of each and every month until the full sum of
 principal and interest as well as taxes and fire insurance have been paid, said later
 payments to bear interest at the rate of 6% per annum payable monthly.

... and I do hereby agree to give possession of said premises to the above named ...

...of the current year shall be provided between the parties hereto as of the date of this contract. The second party shall indemnification of the premises hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due that he will keep the buildings now and hereafter erected on said premises insured in favor of the first party against loss or damage by fire with extended coverage and shall maintain at all times full coverage of the buildings with a minimum of \$100,000.00 in a company of the first party's choice. The second party shall deliver all policies of insurance on said property made payable to the first party as first party shall appear and will deliver all policies of insurance on said premises to the first party as soon as insured and shall not be removed before final payment be made for said fire insurance.

First party agrees that at his expense and within _____ days from the date hereof he will furnish into second party a fire insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party and in all subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record. If any First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party. His heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as above fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose such sum as the court may adjudge reasonable for plaintiff's attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract it is understood that the first party or the second party may be more than one person, that if the contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and

BOOK 417 PAGE 521

Charles H. ... (SEAL)
 ... (SEAL)
 ... (SEAL)
 x ... (SEAL)

* (b)(7)(D) acknowledgment see reverse

250 10219 INDEXED

CONTRACT

(FORM No. 147)

204 STEVENS HESS LAW PUB CO PORTLAND OR

BETWEEN

Address

AND

Address

Dated

, 19

Lot

Block

Addition

STATE OF OREGON,

County of Washington

I certify that the within instrument was received for record on the 15 day of May, 1957, at 2:00 o'clock P.M., and recorded in book 417 on page

Record of Deeds of said County.

Witness my hand and seal of County affixed.

ROGER THOMSEN, County Clerk

By Richard J. Hansen Deputy

WHEN RECORDED RETURN TO

Properties and Insurance, Inc.
Bump, Meyer and Co.
131 South 1st
Hillsboro, Oregon

STATE OF OREGON,

County of Washington

before me, the undersigned a notary public in and for said County and state, personally appeared the within named Charles W. Broad, Clara A. Broad, Robert L. Bailey and Darlene J. Bailey

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

my official seal the day and year last above written.

Notary Public for Oregon

My commission expires 3/13/63



BOOK 417 PAGE 522

Exhibit 2 to Council Staff Report
Boundary Change Preliminary Review

DOR 34-P817-2021



Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@oregon.gov

City of Sherwood
Comm. Dev. Div.--Planning Dept.
22560 SW Pine St
Sherwood OR 97140

April 7, 2021

Documents received: 3/17/2021
From: Eric Rutledge

This letter is to inform you that the Description and Map for your planned --Annex to City of Sherwood & --Annex to Clean Water Services District ((2021-003 AN)_ Olivia Beach Annexation) in Washington County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Washington County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Some of the numbers on the surveyor's annexation map are hard to read. Make sure that the map in the Final packet has legible numbers.

Is there a better copy of this map that could be used in the Final packet?

If you have any questions please contact Elise Bruch, Elise.A.Bruch@oregon.gov



ORDINANCE 2021-003

APPROVING ANNEXATION OF 2.19 ACRES TO THE CITY OF SHERWOOD AND CLEAN WATER SERVICES, COMPRISED OF 1 LOT AND ADJACENT SW BROOKMAN ROAD RIGHT-OF-WAY WITHIN THE BROOKMAN ADDITION CONCEPT PLAN AREA

WHEREAS, Olivia Beach, LLC., on behalf of the owners of a single 2.0-acre lot, has submitted an application for annexation of certain territory, as described in Exhibits A and B to this Ordinance, to the City of Sherwood; and

WHEREAS, the property owners initiated this annexation in accordance with ORS Chapter 222 and SB 1573 (2016); and

WHEREAS, SB 1573 requires City approval without submission to the electors, regardless of any local charter or ordinance requirements to the contrary, of annexation requests submitted by all owners of land in the territory proposed to be annexed, when:

- (a) The territory is included within an urban growth boundary adopted by the city or Metro, as defined in ORS 197.015;
- (b) The territory is, or upon annexation of the territory into the city will be, subject to the acknowledged comprehensive plan of the city;
- (c) At least one lot or parcel within the territory is contiguous to the city limits or is separated from the city limits only by a public right-of-way or body of water; and
- (d) The proposal conforms to all other requirements of the city's ordinances; and

WHEREAS, the Brookman Addition Concept Plan area, which includes the territory proposed to be annexed, was brought into the Urban Growth Boundary in 2002 by Metro via Ordinance 02-0969B; and

WHEREAS, the City of Sherwood developed a concept plan for that area and adopted the concept plan and implementing ordinances in 2009 via Ordinance 2009-004 as amended via Ordinance 2021-001; and

WHEREAS, the lot (the territory) that is proposed to be annexed is contiguous to the current city limits; and

WHEREAS, the 2 acre property requires 0.19 acres of rights of way for SW Brookman Rd. adjacent to the property on the south; and

WHEREAS, the City does not presently have any other ordinance requirements applicable to this annexation request; and

WHEREAS, a portion of the subject territory is not currently within Clean Water Services boundaries and 10.50 acres will be added to the Clean Water Services district boundary upon annexation under the authority of ORS 199.510(2)(c); and

Ordinance 2021-003

April 20, 2021

Page 1 of 2, with Exhibit A (1 pg) and Exhibit B (1 pg)

WHEREAS, Washington County and the City of Sherwood have entered into an agreement acknowledging that the City of Sherwood should be the ultimate provider of services in the Brookman area; and

WHEREAS, these properties must be within the City limits in order to be developed for the urban uses and densities planned for in the Brookman Addition Concept Plan; and

WHEREAS, after proper legal notice, public hearings were held on the proposed annexation by the City Council on April 20 and May 4, 2021, at which public comments and testimony were received and considered; and

WHEREAS, the Council reviewed and considered the staff report with proposed findings and conclusions for the decision which is included as Exhibit 1 to the Council staff report;

NOW, THEREFORE, THE CITY OF SHERWOOD ORDAINS AS FOLLOWS:

- Section 1.** The territory proposed to be annexed is specifically identified in the legal description (Exhibit A) and map (Exhibit B) attached to this Ordinance.
- Section 2.** The applicant has demonstrated that the annexation of the territory proposed to be annexed to the City of Sherwood meets all applicable requirements, as documented in Exhibit 1 to the City Council Staff Report.
- Section 3.** Upon annexation, the Comprehensive Plan zoning designation of Medium Density Residential High (MDRH) adopted via Ordinance 2009-004 implementing the Brookman Addition Concept Plan, will apply to the territory proposed to be annexed.
- Section 4.** The territory proposed to be annexed is hereby declared annexed to the City of Sherwood.
- Section 5.** This Ordinance shall become effective 30 days from its adoption

Duly passed by the City Council this 4th of May, 2021.

Attest:

Keith Mays, Mayor

Date

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Scott	_____	_____
Griffin	_____	_____
Brouse	_____	_____
Young	_____	_____
Garland	_____	_____
Rosener	_____	_____
Mays	_____	_____

**Annexation Boundary
Legal Description**

A tract of land located in the northwest quarter of Section 6 of Township 3 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod at the northeast corner of that property described in Washington County Deed Record 88-07960; thence along the north line of said property North 88°10'05" West 208.00 feet to a 5/8 inch iron rod at the northwest corner of said property; thence along the west line of said property, and the southerly extension thereof, South 02°07'10" West 459.00 feet to a point on the south right of way line of SW Brookman Road; thence along said south right of way line South 88°10'05" East 208.00 feet to the intersection of said south right of way line and the southerly extension of the east line of said property conveyed in Washington County Deed Record 88-07960; thence along said southerly extension and east line of said property North 02°07'10" East 459.00 feet to the point of beginning.

The above described boundary contains 2.19 acres of land, more or less. The basis of bearing for the above described boundary is from Washington County Survey No. 33735.



Exhibit B

ANNEXATION BOUNDARY
LOCATED IN THE NORTHWEST 1/4 OF SECTION 6 OF
TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE
WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON

DATE: JANUARY 5, 2021

LEGEND

- 5/8 IRON PER C.S. 33735.
NOT SURVEYED BY OUR OFFICE
- Δ CALCULATED POINT
- POB POINT OF BEGINNING FOR LEGAL DESCRIPTION
- WCDR WASHINGTON COUNTY DEED RECORD
- R/W RIGHT OF WAY
- C.S. WASHINGTON COUNTY SURVEY
- () RECORD INFORMATION AS PER C.S. 33735

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JANUARY 11, 2005
BRIAN SCOTT SAILOR
61341

EXPIRES 6/30/22

BRIAN SCOTT SAILOR, P.L.S.
COLE SURVEYING, LLC
P.O. BOX 1211
CORVALLIS, OREGON 97339
(541) 257-1019

ACCOUNT R586431
PER WCDR 2019-088141
TAX MAP 3S-01-06B, TAX LOT 100

WCDR 88-07960
TAX MAP 3S-01-06B, TAX LOT 101

WCDR 2019-088141
TAX MAP 3S-01-06B, TAX LOT 200

TOTAL ANNEXATION BOUNDARY AREA = 2.19 ACRES

NOT TO SCALE

