

RESOLUTION NO. 5205-14

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS OF PUBLIC UTILITY EASEMENTS OVER TUALA NORTHWEST, LLC AND DEAN MACBALE PROPERTY

WHEREAS, the City acquired sanitary sewer and water easements on August 26, 1974 for public use on lots owned by Tuala Northwest, LLC (Tax Map 2S124B and Tax Lot 2100) and Dean MacBale (Tax Map 2S124A and Tax Lot 2502); and

WHEREAS, pursuant to ORS 221.725, the City Council held a public hearing to consider authorizing the City Manager to execute quitclaim deeds to relinquish the City's interest in the sanitary sewer easement and portions of the water easement that have been relocated; and

WHEREAS, the City Council finds that the City's sanitary sewer easement and portions of the water easement recorded August 26, 1974 are no longer needed for public use; and

WHEREAS, the Council finds it is in the best interest of the City and the public to execute a quitclaim deed to relinquish the City's interest in the sanitary sewer easement and portions of the water easement recorded August 26, 1974.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City of Tualatin sanitary sewer easement and portions of the water easement (Recorded Document #11414, Washington County, Oregon) over Tuala Northwest, LLC property located on Tax Map 2S124B and Tax Lot 2100 and Dean MacBale property located on Tax Map 2S124A and Tax Lot 2502 are no longer needed for public use and it is in the best interest of the City and the public to execute a quitclaim deed to release the City's interest in the sanitary sewer easement and portions of the water easement to Tuala Northwest, LLC and Dean MacBale.

Section 2. The City Manager is authorized to execute a quitclaim deed of sanitary sewer easement and portions of the water easement (Recorded Document #11414, Washington County, Oregon) to release the City's interest in the sanitary sewer easement and portions of the water easement to Tuala Northwest, LLC and Dean MacBale.

Section 3. This resolution is effective upon adoption.

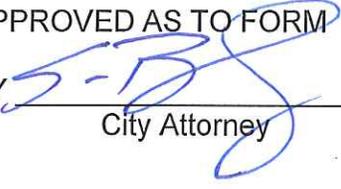
Adopted by the City Council this 28th Day of July, 2014.

CITY OF TUALATIN, OREGON

BY 

Mayor

APPROVED AS TO FORM

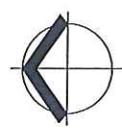
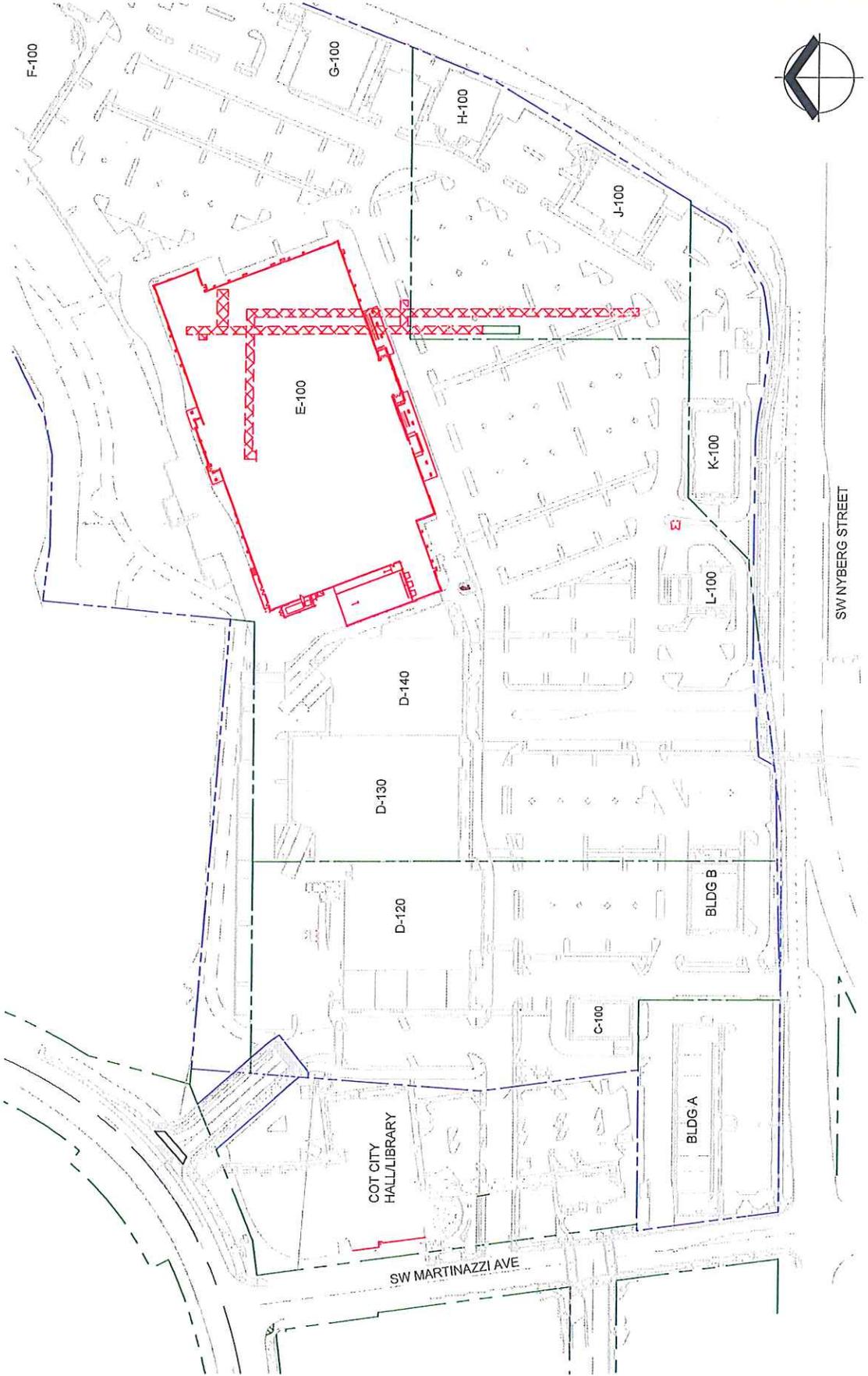
BY 

City Attorney

ATTEST:

BY 

City Recorder



LEGEND
 QUITCLAIM PUBLIC UTILITY EASEMENT
 PUBLIC UTILITY EASEMENT TO REMAIN

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 3

A 10 foot strip of land, unless otherwise noted, lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

Main Waterline Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 141.43 feet to the **POINT OF BEGINNING** of the Main Waterline Easement Vacation; Thence North 00°13'45" West, 290.10 feet to the **TERMINUS** of said centerline.

Together with:

Service Line & Meter Vault Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 377.71 feet; Thence North 89°46'15" East, 5.00 feet to the **POINT OF BEGINNING** of the Service Line & Meter Vault Easement Vacation; Thence North 89°46'15" East, 47.58 feet; Thence North 00°13'45" West, 14.58 feet; Thence South 89°46'15" West, 47.58 feet; Thence South 00°13'45" East, 14.58 feet to the **POINT OF BEGINNING**.

Hydrant No. 1 Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 410.00 feet; Thence South 89°46'15" West, 5.00 feet to the **POINT OF BEGINNING** of the Hydrant No. 1 Easement Vacation; Thence South 89°46'15" West, 7.00 feet to the **TERMINUS** of said centerline.

Hydrant No. 2 Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 150.00 feet; Thence North 89°46'15" East, 5.00 feet to the **POINT OF BEGINNING** of the Hydrant No. 2 Easement Vacation; Thence North 89°46'15" East, 33.00 feet to the **TERMINUS** of said centerline.

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

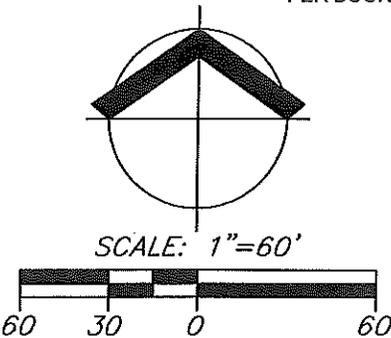
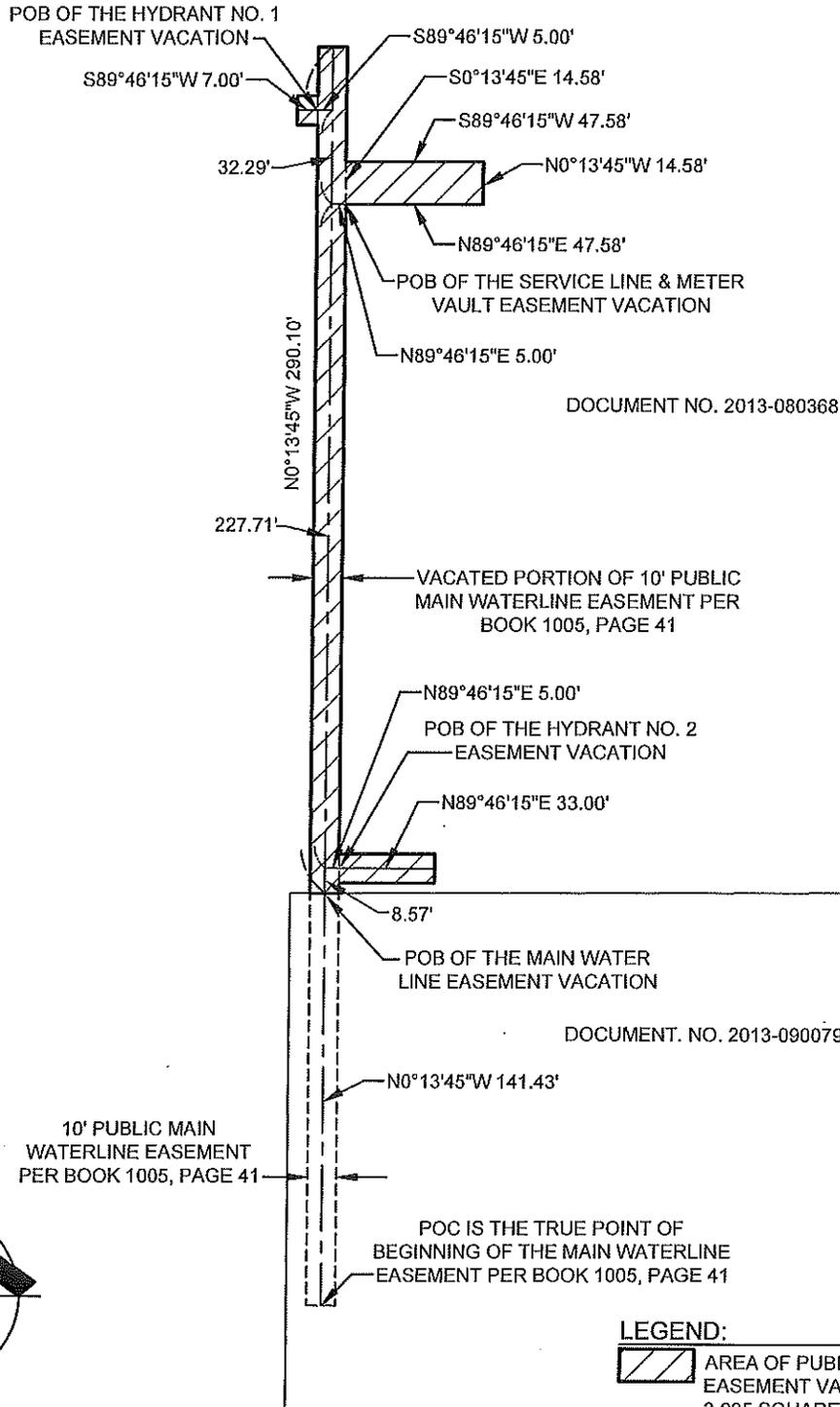
July 9, 2014

Page 2 OF 3

The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 3,995 square feet or 0.092 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.



LEGEND:

 AREA OF PUBLIC WATERLINE EASEMENT VACATION
3,995 SQUARE FEET OR
0.092 ACRES MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardno.com

EXHIBIT "A-1"
PUBLIC WATERLINE
EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 3 OF 3

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

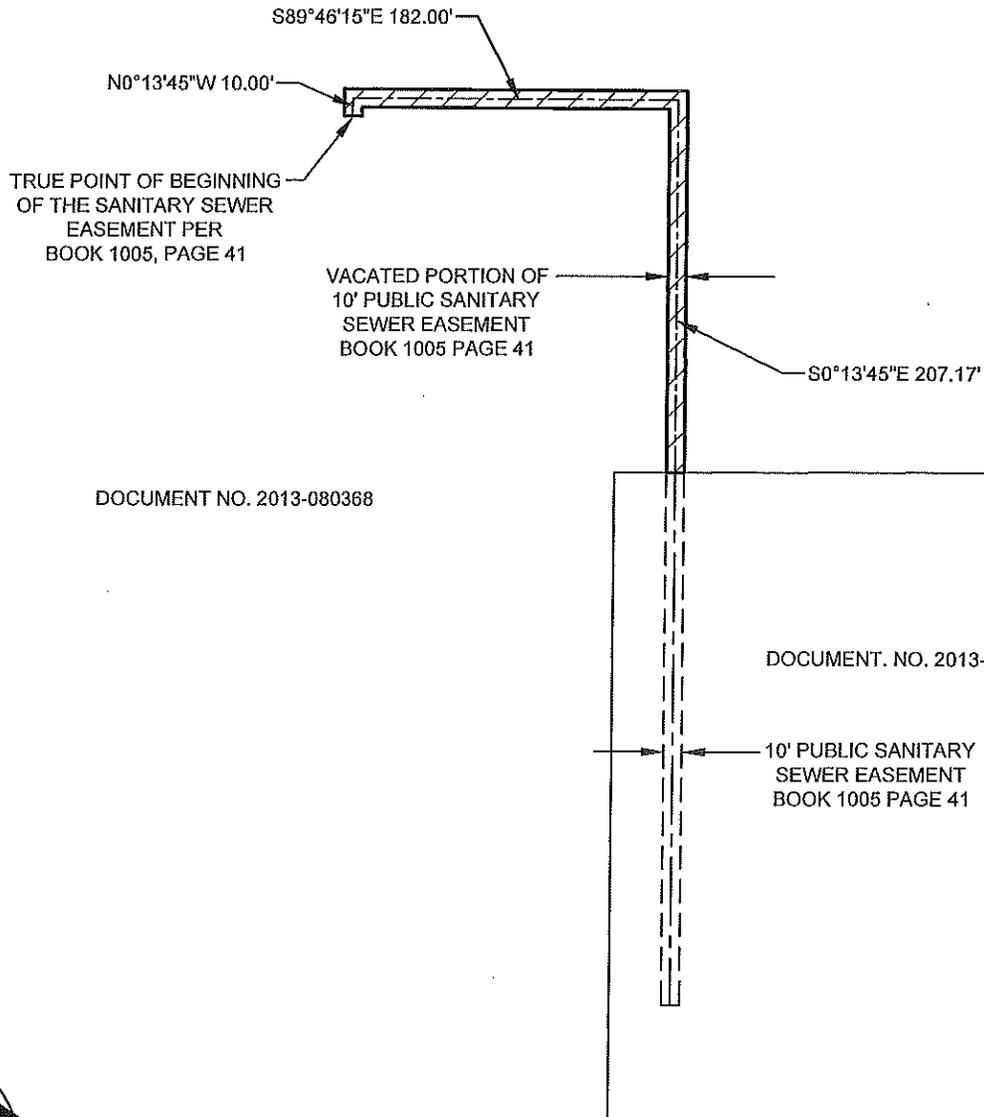
A 10 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368 , Washington County Deed Records, being a portion of the 10 foot wide Sanitary Sewer Easement described in Book 1005 Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the true point of beginning of the Sanitary Sewer Easement per said Book 1005, Page 41; Thence North 00°13'45" West, 10.00 feet; Thence South 89°46'15" East, 182.00 feet; Thence South 00°13'45" East, 207.17 feet to the **TERMINUS** of said centerline.

Contains 3,992 square feet or 0.092 acres, more or less.

The attached Exhibit "B-1" entitled "PUBLIC SANITARY SEWER EASEMENT VACATION" is made a part hereof.

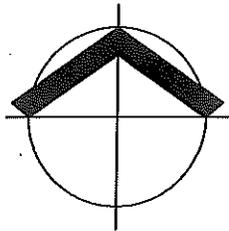
PARCEL 7
DOCUMENT
NO. 2012-062598



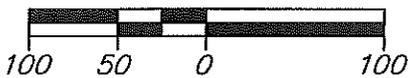
DOCUMENT NO. 2013-080368

DOCUMENT. NO. 2013-090079

10' PUBLIC SANITARY
SEWER EASEMENT
BOOK 1005 PAGE 41



SCALE: 1"=100'



LEGEND:

 AREA OF PUBLIC SANITARY
SEWER EASEMENT VACATION
3,992 SQUARE FEET OR
0.092 ACRES MORE OR LESS

SEE ATTACHED LEGAL DESCRIPTION



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EXHIBIT "B-1"
PUBLIC SANITARY
SEWER EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=200'
PAGE NO. 2 OF 2

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land, lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

Main Waterline Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 48.05 feet to the **POINT OF BEGINNING** of the Main Waterline Easement Vacation; Thence North 00°13'45" West, 93.38 feet to the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 934 square feet or 0.021 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.

HYDRANT NO. 1
EASEMENT

SERVICE LINE & METER
VAULT EASEMENT

DOCUMENT NO. 2013-080368

10' PUBLIC MAIN
WATERLINE EASEMENT
PER BOOK 1005, PAGE 41

HYDRANT NO. 2
EASEMENT

VACATED PORTION OF 10' PUBLIC
MAIN WATERLINE EASEMENT PER
BOOK 1005, PAGE 41

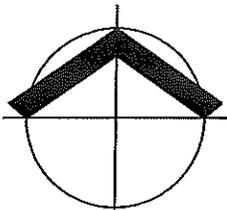
N0°13'45"W 93.38'

DOCUMENT NO. 2013-090079

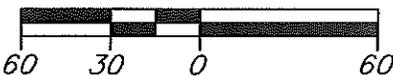
POB OF THE MAIN WATER
LINE EASEMENT VACATION

N0°13'45"W 48.05'

POC IS THE TRUE POINT OF
BEGINNING OF THE MAIN WATERLINE
EASEMENT PER BOOK 1005, PAGE 41



SCALE: 1"=60'



LEGEND:



AREA OF PUBLIC WATERLINE
EASEMENT VACATION
934 SQUARE FEET OR
0.021 ACRES MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



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**EXHIBIT "A-1"
PUBLIC WATERLINE
EASEMENT VACATION**

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310

DATE: 7/09/2014

BY: SRB/TLB

SCALE: 1"=60'

PAGE NO. 2 OF 2

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the 10 foot wide Sanitary Sewer Easement described in Book 1005 Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

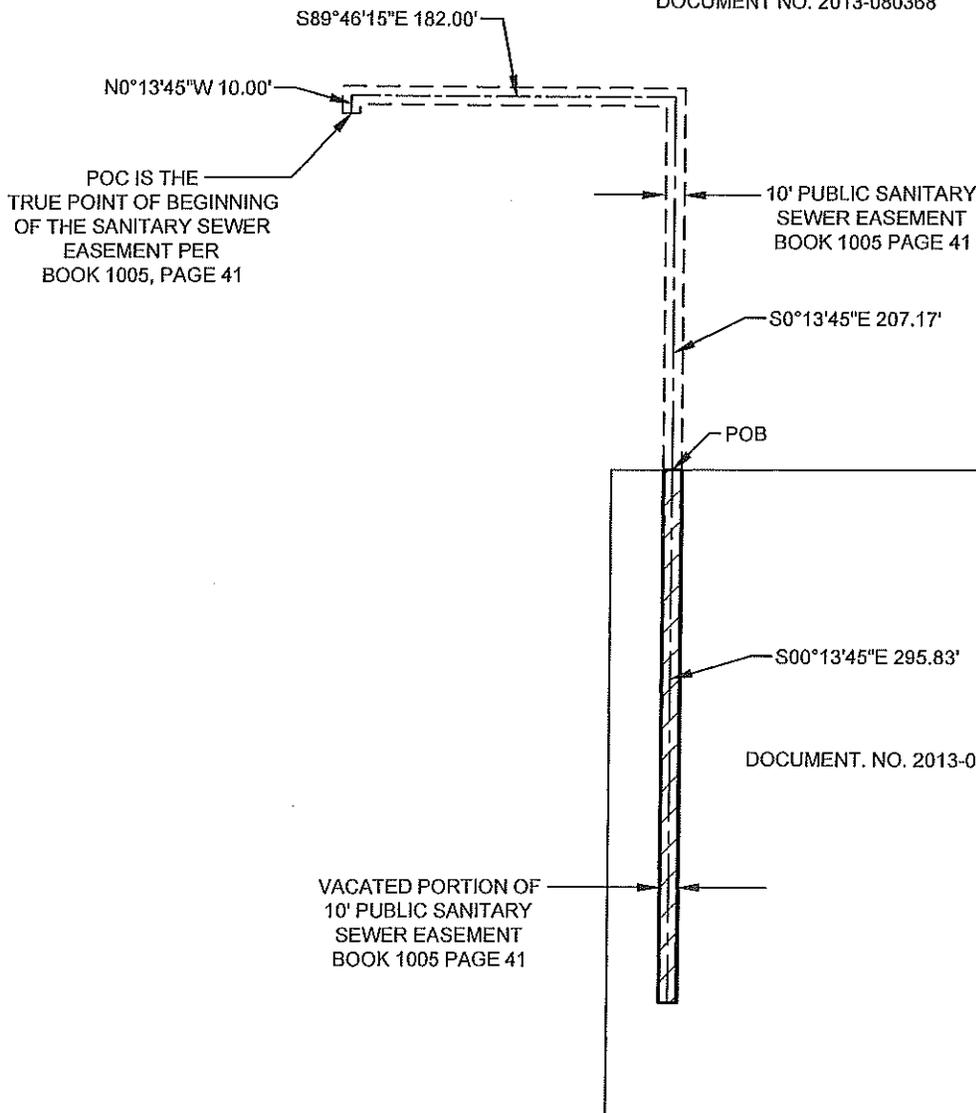
COMMENCING at the true point of beginning of the Sanitary Sewer Easement per said Book 1005, Page 41; Thence North 00°13'45" West, 10.00 feet; Thence South 89°46'15" East, 182.00 feet; Thence South 00°13'45" East, 207.17 feet to the **POINT OF BEGINNING** of the Public Sanitary Sewer Easement Vacation; Thence South 00°13'45" East, 295.83 feet to the **TERMINUS** of said centerline.

Contains 2,958 square feet or 0.068 acres, more or less.

The attached Exhibit "B-1" entitled "PUBLIC SANITARY SEWER EASEMENT VACATION" is made a part hereof.

DOCUMENT NO. 2013-080368

PARCEL 7
DOCUMENT
NO. 2012-062598



POC IS THE
TRUE POINT OF BEGINNING
OF THE SANITARY SEWER
EASEMENT PER
BOOK 1005, PAGE 41

10' PUBLIC SANITARY
SEWER EASEMENT
BOOK 1005 PAGE 41

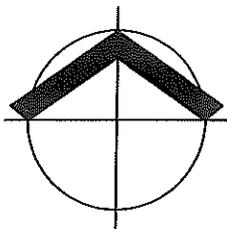
S0°13'45"E 207.17'

POB

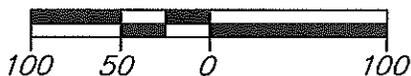
S00°13'45"E 295.83'

DOCUMENT. NO. 2013-090079

VACATED PORTION OF
10' PUBLIC SANITARY
SEWER EASEMENT
BOOK 1005 PAGE 41



SCALE: 1"=100'



LEGEND:

-  AREA OF PUBLIC SANITARY SEWER EASEMENT VACATION
2,958 SQUARE FEET OR
0.068 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
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SEE ATTACHED LEGAL DESCRIPTION



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**EXHIBIT "B-1"
PUBLIC SANITARY
SEWER EASEMENT VACATION**

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=200'
PAGE NO. 2 OF 2

After recording return to:
Stack Ackerman
Black Helderline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Until Further Notice, Send Tax Statements to:
Tuala Northwest, LLC
An Oregon Limited Liability Company
5638 Dogwood Drive
Lake Oswego, Oregon 97035-8018

QUITCLAIM DEED

The City of Tualatin, Oregon ("Grantor"), releases and quitclaims to Tuala Northwest LLC, an Oregon Limited Liability Company, ("Grantee"), all right, title and interest in and to the Water Main, Sanitary Sewer, and Storm Drain easements, situated in Washington County, Oregon, conveyed to Grantor by Recorded Document 11414, Washington County Oregon.

Grantor no longer has a need for those portions of the easements depicted on Exhibit "A" and "A-1" and Exhibit "B" and "B-1" which are made a part hereof.

Document #11414 describing the easements is attached as Exhibit "C" and incorporated herein by reference.

The true consideration for this conveyance is \$1.00 and other valuable consideration, the receipt of which is acknowledged by Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF

THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this ____ day of _____, 2014.

CITY OF TUALATIN, OREGON

By _____
City Manager

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me on _____, 2014, by Sherilyn Lombos, City Manager for the City of Tualatin, Oregon.

Notary Public - State of Oregon
My commission expires: _____

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 3

A 10 foot strip of land, unless otherwise noted, lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

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Together with:

Service Line & Meter Vault Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 377.71 feet; Thence North 89°46'15" East, 5.00 feet to the **POINT OF BEGINNING** of the Service Line & Meter Vault Easement Vacation; Thence North 89°46'15" East, 47.58 feet; Thence North 00°13'45" West, 14.58 feet; Thence South 89°46'15" West, 47.58 feet; Thence South 00°13'45" East, 14.58 feet to the **POINT OF BEGINNING**.

Hydrant No. 1 Easement Vacation

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Hydrant No. 2 Easement Vacation

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LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

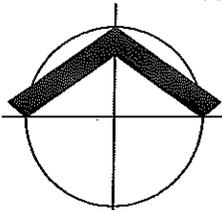
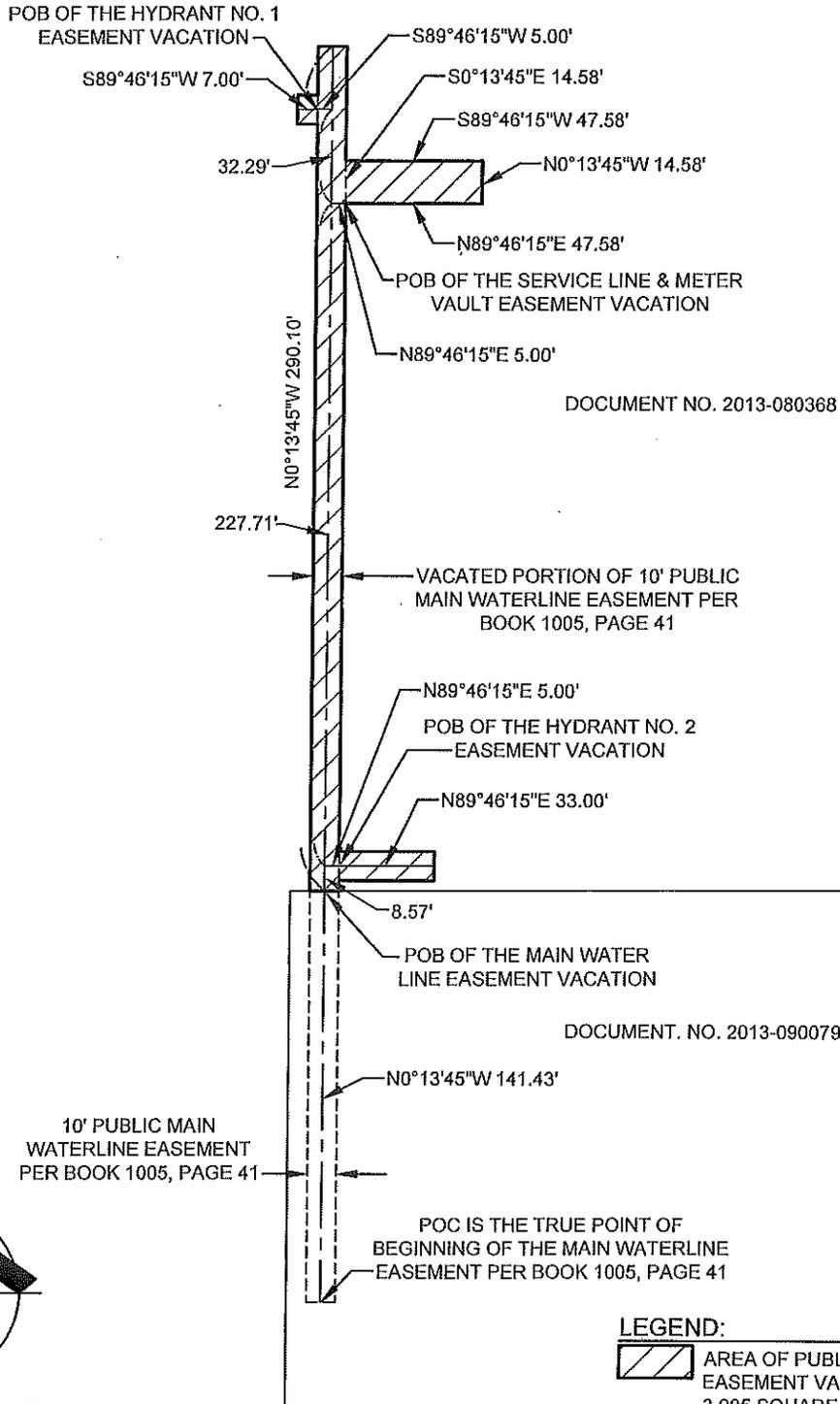
July 9, 2014

Page 2 OF 3

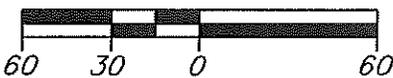
The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 3,995 square feet or 0.092 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.



SCALE: 1"=60'



LEGEND:

- AREA OF PUBLIC WATERLINE EASEMENT VACATION
3,995 SQUARE FEET OR
0.092 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



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**EXHIBIT "A-1"
PUBLIC WATERLINE
EASEMENT VACATION**

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 3 OF 3

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

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PARCEL 7
DOCUMENT
NO. 2012-062598

TRUE POINT OF BEGINNING
OF THE SANITARY SEWER
EASEMENT PER
BOOK 1005, PAGE 41

S89°46'15"E 182.00'

N0°13'45"W 10.00'

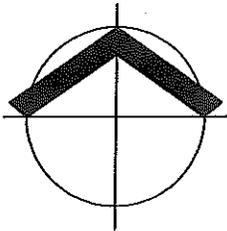
VACATED PORTION OF
10' PUBLIC SANITARY
SEWER EASEMENT
BOOK 1005 PAGE 41

S0°13'45"E 207.17'

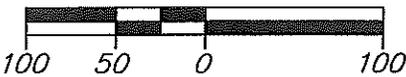
DOCUMENT NO. 2013-080368

DOCUMENT. NO. 2013-090079

10' PUBLIC SANITARY
SEWER EASEMENT
BOOK 1005 PAGE 41



SCALE: 1"=100'



LEGEND:

 AREA OF PUBLIC SANITARY
SEWER EASEMENT VACATION
3,992 SQUARE FEET OR
0.092 ACRES MORE OR LESS

SEE ATTACHED LEGAL DESCRIPTION



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PUBLIC SANITARY
SEWER EASEMENT VACATION

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CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=200'
PAGE NO. 2 OF 2

11414

RESOLUTION NO. 74-18

RESOLUTION ACCEPTING WATER LINE
AND SANITARY SEWER EASEMENTS UPON
PROPERTY OF CLAYTON NYBERG,
KATHRYN NYBERG, WAYNE HOWARD AND
ZIRA HOWARD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN:

Section 1: That the Water Line and Sanitary Sewer Easements,
attached hereto as Exhibits A and B, respectively, by Clayton Nyberg,
Kathryn Nyberg, Wayne Howard and Zira Howard, be and the same are hereby
accepted by the City of Tualatin.

Section 2: That the City Recorder be, and she hereby is
instructed to cause said easements to be recorded on the books and records
of the Washington County Recorder.

PRESENTED AND PASSED THIS 26th day of August, 1974.

CITY OF TUALATIN, OREGON:

By: *Janet D. Cook*
Mayor

ATTEST:

By: *Yvonne L. Redington*
Recorder.

BOOK 1005 PAGE 41

11474

WATER LINE EASEMENT

EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal water service line and appurtenances on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said water line except as necessary for the exercise of the easement rights herein granted.

(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors.

(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 5th day of March, 1974.

Clayton Nyberg Wayne Howard
Kathryn Nyberg Zira Howard

STATE OF OREGON)
 County of Washington) ss. On this 5th day of March, 1974, personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Dorcas Marshall
 Notary Public for Oregon
 My Commission expires: 8-27-74





ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

DONALD J. ZAROSINSKI, P. E.

PHONE (503) 238-8785
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining underground water lines, located in the Northwest one-quarter (N. W. $\frac{1}{4}$) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, County of Washington, State of Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and Designated Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South $89^{\circ}01'15''$ West a distance of 2409.30 feet; and South $89^{\circ}46'15''$ West a distance of 320.97 feet; and North $01^{\circ}41'33''$ West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North $89^{\circ}46'15''$ East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 110.02 feet; thence North $00^{\circ}13'45''$ West a distance of 220.00 feet to the true point of beginning of the easement for the main water line:

Thence continuing North $00^{\circ}13'45''$ West a distance of 431.53 feet to a point terminating said easement.

Service Line & Meter Vault Easement

Beginning at the true point of beginning of the main water line easement; thence North $00^{\circ}13'45''$ West a distance of 377.71 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning.

Thence continuing North $89^{\circ}46'15''$ East a distance of 47.58 feet; thence North $00^{\circ}13'45''$ West a distance of 14.58 feet; thence South $89^{\circ}46'15''$ West a distance of 47.58 feet; thence South $00^{\circ}13'45''$ East a distance of 14.58 feet to the true point of beginning.

BOOK 1005 PAGE 43



EXHIBIT "A"

Z
ZAROSINSKI-TATONE ENGINEERS, INC.

DONALD J. ZAROSINSKI, P. E.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS
PHONE (503) 235-8795
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 2

Hydrant No. 1 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 410.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.

Hydrant No. 2 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 150.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 33.00 feet to a point terminating said easement.

Hydrant No. 3 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 5.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 28.00 feet; thence South $00^{\circ}13'45''$ East a distance of 8.00 feet to a point terminating said easement.



BOOK 1005 PAGE 44



ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

PHONE (503) 238-9785

3737 S. E. EIGHTH AVENUE

FORTLAND, OREGON 97202

DONALD J. ZAROSINSKI, P. E.

RONALD G. TATONE, P. E.

January 17, 1974

11414

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 3

Supply Line Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 34.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.



BOOK 1005 PAGE 45

SANITARY SEWER EASEMENT

EXHIBIT "B"

11411

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal sanitary sewer line, on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said sewer line except as necessary for the exercise of the easement rights herein granted.

(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors,

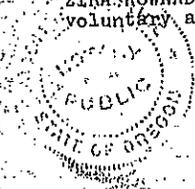
(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 5th day of March, 1974.

Clayton Nyberg
Kathryn Nyberg
Wayne Howard
Zira Howard

STATE OF OREGON }
County of Washington } ss. On this 5th day of March, 1974
personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *Dorcas Merrill*
Notary Public for Oregon
My Commission expires: 8-27-74



BOOK 1005 PAGE 46

X

ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

PHONE (503) 238-6788

3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

DONALD J. ZAROSINSKI, P. E.

RONALD G. TATONE, P. E.

January 16, 1974

11414

PAUL SCHATZ FURNITURE STORE

SANITARY SEWER BASEMENT

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining a sanitary sewer, located in the Northwest one-quarter (N. W. $\frac{1}{4}$) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and designated as Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South $89^{\circ}01'15''$ West a distance of 2409.30 feet and South $89^{\circ}46'15''$ West a distance of 320.97 feet and North $01^{\circ}41'33''$ West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North $89^{\circ}46'15''$ East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 98.02 feet; thence North $00^{\circ}13'45''$ West a distance of 560.00 feet; thence South $89^{\circ}46'15''$ West a distance of 148.00 feet to the true point of beginning.

Thence North $00^{\circ}13'45''$ West a distance of 10.00 feet; thence South $89^{\circ}46'15''$ East a distance of 182.00 feet; thence South $00^{\circ}13'45''$ East a distance of 503.00 feet to a point terminating said centerline.

1400

INDEXED

STATE OF OREGON
County of Washington

I, Roger Thomassen, Director of Records and Elections and Ex-Officio Secretary of Conventions for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said County.

Witness my hand and seal of office,
ROGER THOMASSEN, Director of Records & Elections

Dec 19 2 03 PM '74 Deputy



EXHIBIT "A"

BOOK 1005 PAGE 47

After recording return to:

Stack Ackerman
Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Until Further Notice, Send Tax Statements to:

Dean MacBale
10860 SW Beaverton -Hillsdale Highway
Beaverton, Oregon 97005

QUITCLAIM DEED

The City of Tualatin, Oregon ("Grantor"), releases and quitclaims to Tuala Northwest LLC, an Oregon Limited Liability Company, ("Grantee"), all right, title and interest in and to the Water Main, Sanitary Sewer, and Storm Drain easements, situated in Washington County, Oregon, conveyed to Grantor by Recorded Document 11414, Washington County Oregon.

Grantor no longer has a need for those portions of the easements depicted on Exhibit "A" and "A-1" and Exhibit "B" and "B-1" which are made a part hereof.

Document #11414 describing the easements is attached as Exhibit "C" and incorporated herein by reference.

The true consideration for this conveyance is \$1.00 and other valuable consideration, the receipt of which is acknowledged by Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST

FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this ____ day of _____, 2014.

CITY OF TUALATIN, OREGON

By _____
City Manager

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me on _____, 2014, by Sherilyn Lombos, City Manager for the City of Tualatin, Oregon.

Notary Public - State of Oregon
My commission expires: _____

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land, lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

Main Waterline Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 48.05 feet to the **POINT OF BEGINNING** of the Main Waterline Easement Vacation; Thence North 00°13'45" West, 93.38 feet to the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 934 square feet or 0.021 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.

HYDRANT NO. 1
EASEMENT

SERVICE LINE & METER
VAULT EASEMENT

DOCUMENT NO. 2013-080368

10' PUBLIC MAIN
WATERLINE EASEMENT
PER BOOK 1005, PAGE 41

HYDRANT NO. 2
EASEMENT

VACATED PORTION OF 10' PUBLIC
MAIN WATERLINE EASEMENT PER
BOOK 1005, PAGE 41

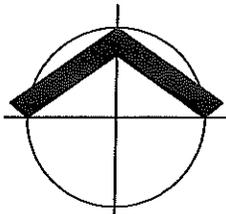
N0°13'45"W 93.38'

DOCUMENT. NO. 2013-090079

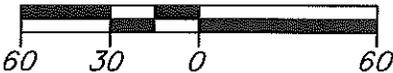
POB OF THE MAIN WATER
LINE EASEMENT VACATION

N0°13'45"W 48.05'

POC IS THE TRUE POINT OF
BEGINNING OF THE MAIN WATERLINE
EASEMENT PER BOOK 1005, PAGE 41



SCALE: 1"=60'



LEGEND:



AREA OF PUBLIC WATERLINE
EASEMENT VACATION
934 SQUARE FEET OR
0.021 ACRES MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardno.com

**EXHIBIT "A-1"
PUBLIC WATERLINE
EASEMENT VACATION**

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 2 OF 2

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the 10 foot wide Sanitary Sewer Easement described in Book 1005 Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

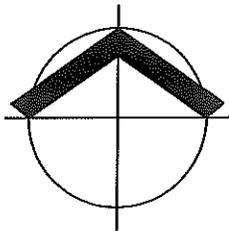
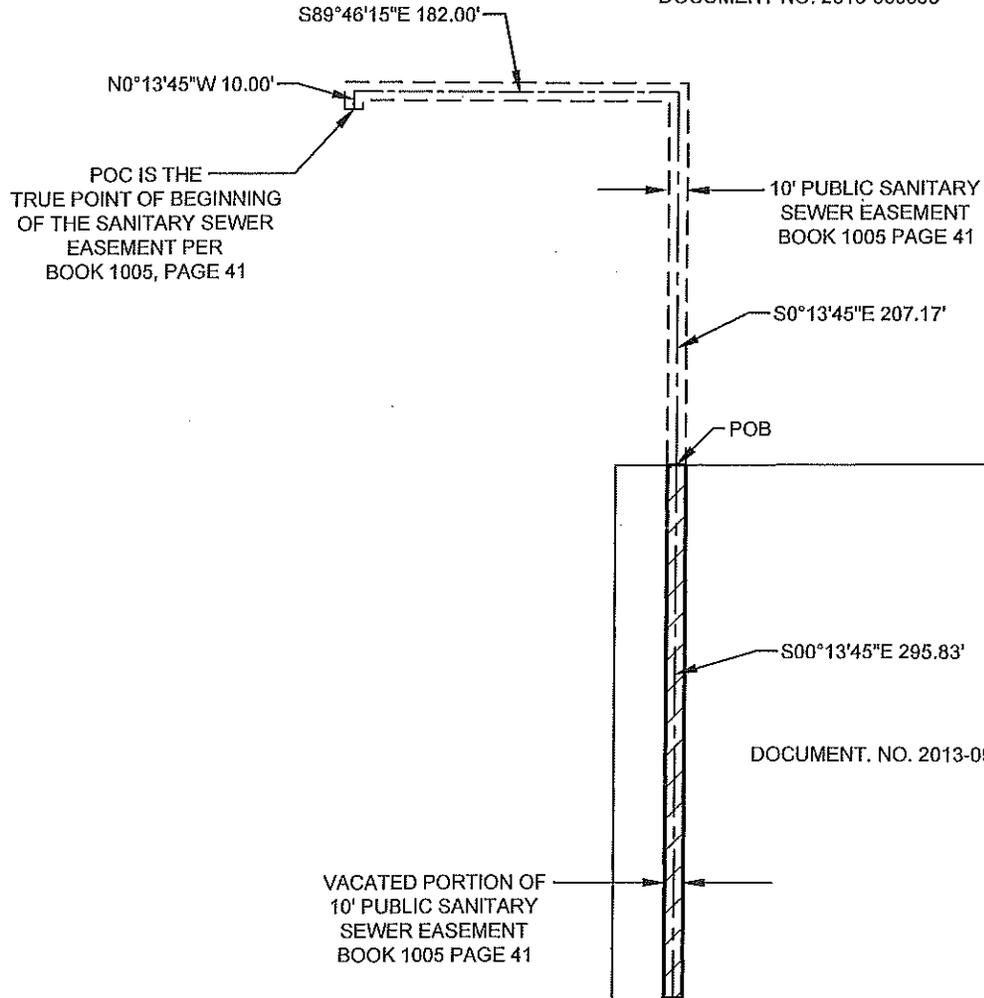
COMMENCING at the true point of beginning of the Sanitary Sewer Easement per said Book 1005, Page 41; Thence North 00°13'45" West, 10.00 feet; Thence South 89°46'15" East, 182.00 feet; Thence South 00°13'45" East, 207.17 feet to the **POINT OF BEGINNING** of the Public Sanitary Sewer Easement Vacation; Thence South 00°13'45" East, 295.83 feet to the **TERMINUS** of said centerline.

Contains 2,958 square feet or 0.068 acres, more or less.

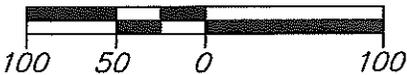
The attached Exhibit "B-1" entitled "PUBLIC SANITARY SEWER EASEMENT VACATION" is made a part hereof.

DOCUMENT NO. 2013-080368

PARCEL 7
DOCUMENT
NO. 2012-062598



SCALE: 1"=100'



LEGEND:

-  AREA OF PUBLIC SANITARY SEWER EASEMENT VACATION
2,958 SQUARE FEET OR
0.068 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
 PORTLAND, OR 97221
 TEL: (503) 419-2500 FAX: (503) 419-2600
 www.cardno.com

EXHIBIT "B-1"
PUBLIC SANITARY
SEWER EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
 CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
 DATE: 7/09/2014
 BY: SRB/TLB
 SCALE: 1"=200'
 PAGE NO. 2 OF 2

11414

RESOLUTION NO. 74-18

RESOLUTION ACCEPTING WATER LINE
AND SANITARY SEWER EASEMENTS UPON
PROPERTY OF CLAYTON NYBERG,
KATHRYN NYBERG, WAYNE HOWARD AND
ZIRA HOWARD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN:

Section 1: That the Water Line and Sanitary Sewer Easements,
attached hereto as Exhibits A and B, respectively, by Clayton Nyberg,
Kathryn Nyberg, Wayne Howard and Zira Howard, be and the same are hereby
accepted by the City of Tualatin.

Section 2: That the City Recorder be, and she hereby is
instructed to cause said easements to be recorded on the books and records
of the Washington County Recorder.

PRESENTED AND PASSED THIS 26th day of August, 1974.

CITY OF TUALATIN, OREGON:

By *Lawrence Brock*
Mayor

ATTEST:

By *Spencer S. Redington*
Recorder

BOOK 1005 PAGE 41

11474

WATER LINE EASEMENT

EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal water service line and appurtenances on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said water line except as necessary for the exercise of the easement rights herein granted.

(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors.

(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 5th day of March, 1974.

Clayton Nyberg Wayne Howard
Kathryn Nyberg Zira Howard

STATE OF OREGON } ss. On this 5th day of March, 1974, personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Dorcas Marshall
Notary Public for Oregon
My Commission expires: 8-27-74





ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

DONALD J. ZAROSINSKI, P. E.

RONALD G. TATONE, P. E.

PHONE (503) 236-9700
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining underground water lines, located in the Northwest one-quarter (N. W. 1/4) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, County of Washington, State of Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and designated Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet; and South 89°46'15" West a distance of 320.97 feet; and North 01°41'33" West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North 89°46'15" East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 110.02 feet; thence North 00°13'45" West a distance of 220.00 feet to the true point of beginning of the easement for the main water line:

Thence continuing North 00°13'45" West a distance of 431.53 feet to a point terminating said easement.

Service Line & Meter Vault Easement

Beginning at the true point of beginning of the main water line easement; thence North 00°13'45" West a distance of 377.71 feet; thence North 89°46'15" East a distance of 5.00 feet to the true point of beginning.

Thence continuing North 89°46'15" East a distance of 47.58 feet; thence North 00°13'45" West a distance of 14.58 feet; thence South 89°46'15" West a distance of 47.58 feet; thence South 00°13'45" East a distance of 14.58 feet to the true point of beginning.

BOOK 1005 PAGE 43



EXHIBIT "A"



ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

PHONE (503) 238-8798
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

DONALD J. ZAROSINSKI, P. E.

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 2

Hydrant No. 1 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 41.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.

Hydrant No. 2 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 150.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 33.00 feet to a point terminating said easement.

Hydrant No. 3 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 5.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 28.00 feet; thence South $00^{\circ}13'45''$ East a distance of 8.00 feet to a point terminating said easement.



BOOK 1005 PAGE 44



ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

DONALD J. ZAROSINSKI, P. E.

PHONE (503) 255-9785
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

January 17, 1974

11414

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 3

Supply Line Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 34.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.



BOOK 1005 PAGE 45

SANITARY SEWER EASEMENT

EXHIBIT "B"

11414

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal sanitary sewer line, on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said sewer line except as necessary for the exercise of the easement rights herein granted.

(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors,

(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands

and seals this 5th day of March, 1974.

Clayton Nyberg
Kathryn Nyberg
Wayne Howard
Zira Howard

STATE OF OREGON }
County of Washington } ss. On this 5th day of March, 1974
personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: *Denise Merrill*
Notary Public for Oregon
My Commission expires: 8-27-74

Z

ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

DONALD J. ZAROSINSKI, P. E.

PHONE (503) 235-8798
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

January 16, 1974

11414

PAUL SCHATZ FURNITURE STORE

SANITARY SEWER EASEMENT

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining a sanitary sewer, located in the Northwest one-quarter (N. W. $\frac{1}{4}$) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and designated as Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South 89°01'15" West a distance of 2409.30 feet and South 89°46'15" West a distance of 320.97 feet and North 01°41'33" West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North 89°46'15" East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 98.02 feet; thence North 00°13'45" West a distance of 560.00 feet; thence South 89°46'15" West a distance of 148.00 feet to the true point of beginning.

Thence North 00°13'45" West a distance of 10.00 feet; thence South 89°46'15" East a distance of 182.00 feet; thence South 00°13'45" East a distance of 503.00 feet to a point terminating said centerline.

1402

INDEXED

STATE OF OREGON
County of Washington

I, Roger Thompson, Director of Records and Elections and Ex-Officio Recorder of Deeds for said county, do hereby certify that the within instrument of writing was received and recorded in book of records No. _____ of said County.

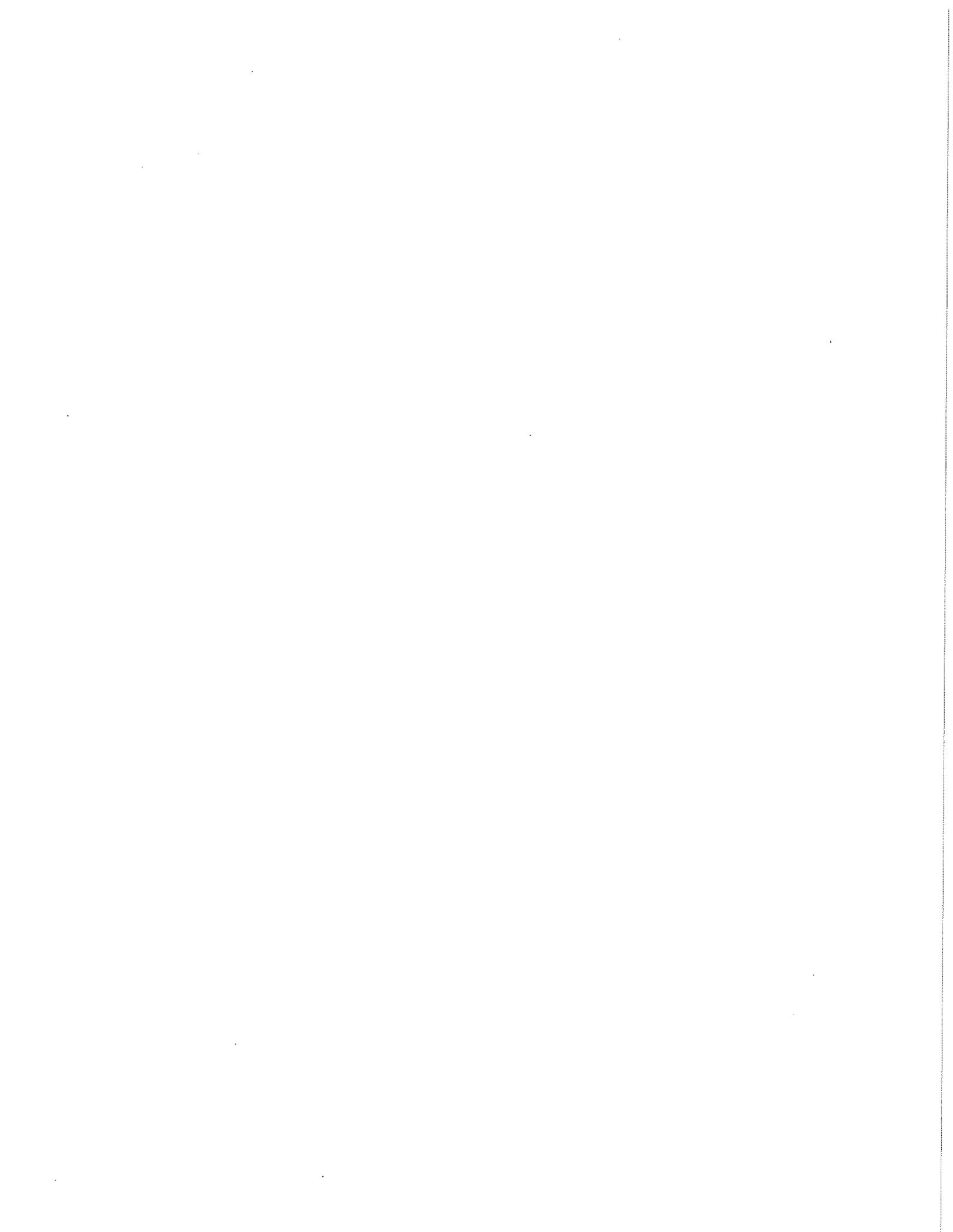
Witness my hand and seal official.
ROGER THOMPSON, Director of Records & Elections

Dec 19 2 03 PM '74 Deputy



EXHIBIT "A"

BOOK 1005 PAGE 47



After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
05/06/2014 01:55:23 PM 2014-026509

D-E Cnt=1 Stn=10 A DUYCK
\$85.00 \$5.00 \$11.00 \$20.00 - Total = \$121.00



01937003201400265090170171

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



CITY OF TUALATIN, OREGON

SANITARY SEWER EASEMENT

Tuala Northwest LLC, an Oregon limited liability company ("Grantor"), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin ("Grantee"), its successors and assigns, an exclusive permanent public utility easement for SANITARY SEWER purposes subject to the rights reserved by Grantor as set forth in Section 7 hereof, over, under, upon, across, and along the full width and length of the premises ("Easement Area") legally described as follows:

See Exhibit A (Legal Description of Public Utility Easement Area) attached and as shown on Exhibit B (Map) attached

TOGETHER WITH a non-exclusive permanent access easement solely for the purpose of ingress and egress at any and all times over the Grantor's property encumbered by the Easement Area described in Exhibit C (Legal Description of the Access Easement) for the placement, maintenance, and removal by Grantee of public utilities provided for, and to effectuate Grantee's rights granted, by this Public Utility Easement.

TO HAVE AND TO HOLD the above-described permanent easements unto Grantee in accordance with the terms, conditions, and covenants as follows:

1. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably

claiming by, through, or under Grantor, subject to the terms of this easement and the title exceptions set forth on Exhibit D attached hereto.

2. This easement is granted for the purpose of Grantee constructing and utilizing underground utilities within the Easement Area, and to that end Grantee is hereby granted the right to excavate for, and to construct, place, operate, maintain, repair, replace, install, relocate within the Easement Area, inspect, and remove underground utilities with all appurtenances incident thereto or necessary therewith, including manholes, within, in, under, and through the Easement Area, and to cut and remove from said Easement Area any trees and other obstructions which will likely endanger the safety or unreasonably interfere with the use of said underground utilities or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said Easement Area at any and all times for doing anything reasonably necessary or useful for the enjoyment of the easement herein granted.
3. In exercising its rights hereunder, Grantee will use reasonable efforts to: (a) notify Grantor and its Lessee(s) that Grantee intends to perform work in the Easement Area; and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) traffic circulation; (iii) customer parking; or (iv) the receiving of merchandise by any business on property owned by Grantor.
4. Grantee understands that the Easement Area is located in a commercial and retail sales area, and that as such Grantee will not perform work in the Easement Area during the period of November 1 through January 31 of any year if the work can be performed at other times. If the work must be performed during the period of November 1 through January 31 of any year, Grantee will work with Grantor and Grantor's Lessee(s) to perform the work in a manner that provides the least amount of disruption, which may include, but is not limited to, performing work during the weekday and during night time hours. Notwithstanding the foregoing, Grantee may perform work in the Easement Area at any time, including during the period of November 1 through January 31 of any year, and without prior notice in cases of emergency or to prevent an imminent risk to the public health or safety.

5. Grantee will conduct the installation, maintenance, repair, and operation of the underground utilities and related appurtenant facilities within the Easement Area at its sole cost and expense, and, upon every occasion that such underground utilities are repaired, replaced, renewed, added to, or removed, will, at Grantee's sole cost and expense, promptly restore the Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, or pavement. Notwithstanding the foregoing, Grantor will be responsible, at Grantor's sole cost and expense, for replacing the trees within the Easement Area with trees of approximately the same size if Grantee's installation or work requires the removal of the trees.
6. Except as provided below, no buildings or structures will be constructed within the Easement Area without a specific written agreement between Grantee and Grantor. Any such specific agreement will set forth the conditions under which such building or structure may be placed, including a stipulation that all risks of damage to the underground utilities will be assumed by Grantor.
7. Notwithstanding anything to the contrary contained or implied in this easement, Grantor hereby reserves the following rights with respect to the Easement Area: without a specific written agreement between Grantee and Grantor, (a) Grantor may construct and utilize the Easement Area for driveway and/or parking purposes, including the construction of facilities connected therewith, (b) Grantor may use the surface of the land for walkways, landscaping, and other uses undertaken by Grantor, including without limitation, the ingress or egress of persons and vehicles, the flow of traffic, both pedestrian and vehicular, and the normal conduct of business and the day-to-day operations on property owned by Grantor, as well as the construction, maintenance, operation, replacement, repair, and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs, and landscaping, that are not inconsistent and do not unreasonably interfere with the use of the Easement Area by Grantee and (c) Grantor may cross the Easement Area with other underground lines at the locations shown therefor on Exhibit B, provided they do not unreasonably interfere with the use of the Easement Area by Grantee. Grantor hereby assumes any and all liability for damage to the underground utilities caused, in whole or in part, by Grantor constructing, maintaining, operating, or utilizing the Easement Area for driveway and/or parking purposes and/or other permitted purposes, including but not limited to any damage to such utilities caused or aggravated by the presence of such activities over or within the Easement Area.

8. Grantor will indemnify and hold harmless Grantee from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any excavation or construction activities performed on or within the Easement Area by Grantor or Grantor's agents, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of Grantee, its agents and employees.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor from and against any and all claims for injury to persons or property arising from or in connection with the exercise of the rights granted herein to Grantee, its agents, or employees.
10. This instrument, and the covenants and agreements contained in this instrument, will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.
11. Grantee acknowledges that Grantor may desire to relocate the Easement Area to another location (the "Replacement Easement Area"). Upon a reasonable period of time after receiving written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee will commence a process to grant approval to relocate the Easement Area to the Replacement Easement Area and vacate the Easement Area upon relocation, provided Grantor does all of the following: (a) Grantor provides Grantee with a suitable Replacement Easement Area as determined in the reasonable discretion of Grantee; (b) Grantor pays all expenses and costs associated with relocating the Easement Area to the Replacement Easement Area, (c) Grantor pays for all expenses and costs associated with relocating all public underground utilities from the Easement Area to the Replacement Easement Area, including but not limited to restoring all private utility connections to the public underground utilities; and (d) Grantor executes an easement document to substitute the Replacement Easement Area for the Easement Area. Upon approval by Grantee and completion of Grantor's duties in relocating the easement, as set forth in (a)

through (d), the Easement Area will be relocated to the Replacement Easement Area and Grantee will vacate the Easement Area.

IN WITNESS WHEREOF, Grantor has executed this easement this 1 day of MAY, 2014.

Tuala Northwest, LLC,
an Oregon limited liability company

BY: [Signature]
Arne C. Nyberg, Manager
GRANTOR

STATE OF OREGON)
County of Multnomah)

This instrument was acknowledged before me on May 1, 2014, by Arne C. Nyberg, Manager of Tuala Northwest, LLC.



[Signature]
Notary Public - State of Oregon
My commission expires: 12/23/2014

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 5th day of May 2014.

[Signature]
City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Exhibit A

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement

December 18, 2013

Page 1 OF 2

A 15 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

Northerly Easement

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 12.44 feet; Thence leaving said easterly line North 89° 53' 50" East, 84.64 feet; Thence North 00°24'10" West, 218.31 feet; Thence North 33°37'25" East, 81.80 feet; Thence North 89°54'03" East, 163.93 feet to the easterly line of that tract of land described as Parcel V, in Document No. 2012-062598, Washington County Deed Records and the **POINT OF BEGINNING**; Thence North 89°54'03" East, 254.99 feet to the **TERMINUS** of said centerline.

Southerly Easement

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 12.44 feet; Thence North 89° 53' 50" East, 84.64 feet; Thence South 00°00'48" East, 63.40 feet; Thence North 89°58'38" East, 209.08 feet to the easterly line of that tract of land described as Parcel V, in Document No. 2012-062598, Washington County Deed Records and the **POINT OF BEGINNING**; Thence North 89°58'38" East, 134.48 feet; Thence North 78°35'48" East, 390.27 feet; Thence South 72°34'02" East, 151.22 feet; Thence South 00°13'45" East, 215.00 feet to the southerly line of said Document No. 2013-080368, being the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at property lines.

Northerly Easement contains 3,825 square feet or 0.088 acres, more or less.

Southerly Easement contains 13,365 square feet or 0.307 acres, more or less.

4-7-2014

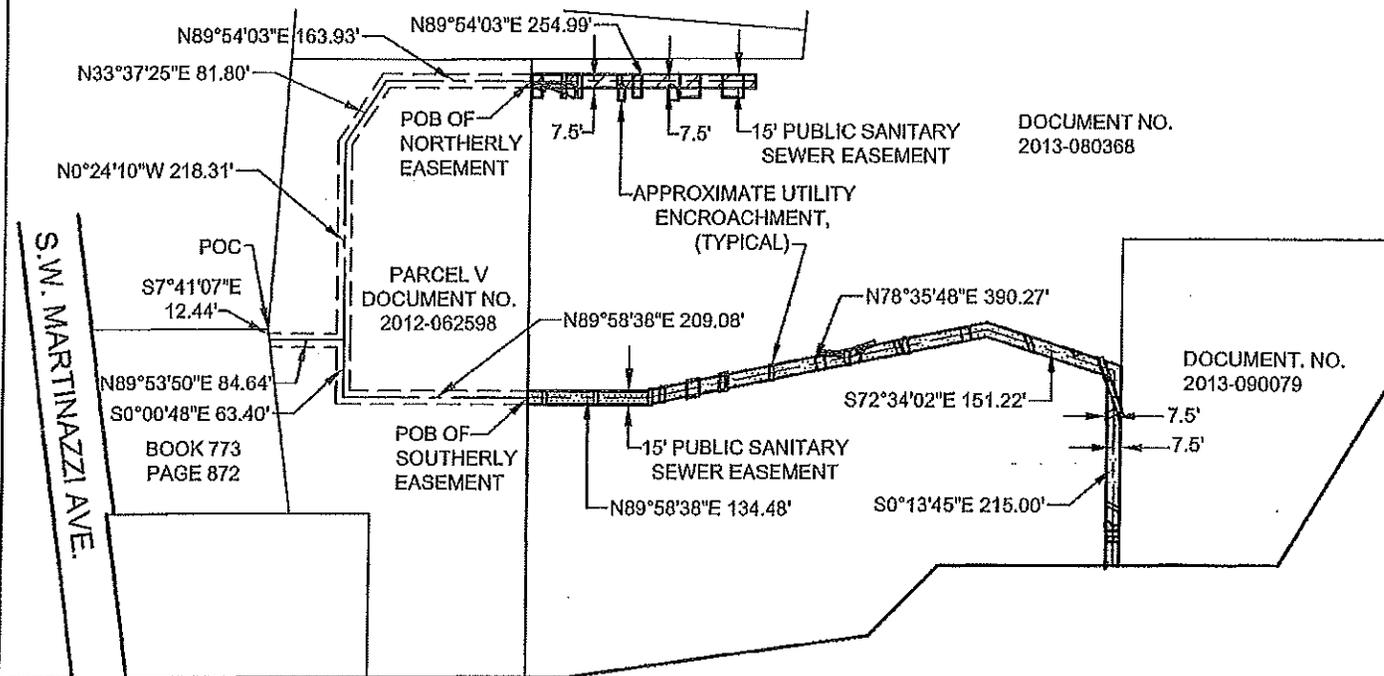
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha R. Bianco

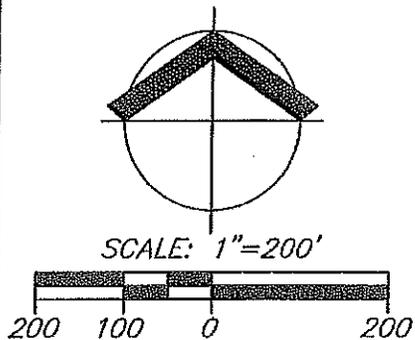
EXPIRES
JULY 13, 2004
SAMANTHA R. BIANCO
61809LS

Renews 12-31-15

EXHIBIT "B"



S.W. NYBERG ROAD C.R. NO. 2545



LEGEND:

 AREA OF NORTHERLY PUBLIC SEWER LINE EASEMENT
3,825 SQUARE FEET OR
0.088 ACRES MORE OR LESS

 AREA OF SOUTHERLY PUBLIC SEWER LINE EASEMENT
13,365 SQUARE FEET OR
0.307 ACRES MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardno.com

PUBLIC SANITARY SEWER EASEMENT

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 12/18/2013
BY: SRB/TLB
SCALE: 1"=200'
PAGE NO. 2 OF 2

Exhibit C

Page 1 OF 2

A tract of land located in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the most northerly corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records, said point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence along the westerly right of way line of Interstate Highway No. 5 (variable width) South $15^{\circ}49'17''$ West, 169.04 feet to a point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $12^{\circ}33'01''$ West, 350.57 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence parallel with said centerline South $15^{\circ}49'17''$ West, 170.29 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $21^{\circ}33'44''$ West, 542.28 feet to a point being 154.33 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto, said point also being the northeast corner of Deed Document No. 2004-135929, Washington County Deed Records;

Thence along the northerly line of said Deed Document No. 2004-135929 South $89^{\circ}46'15''$ West, 374.82 feet to the northwest corner thereof;

Thence along the westerly line of said Deed Document No. 2004-135929 South $00^{\circ}13'45''$ East, 361.43 feet to the northerly right of way line of SW Nyberg Road (County Road No. 2545)(variable width);

Thence along said northerly right of way line South $89^{\circ}46'15''$ West, 203.68 feet;

Thence South $44^{\circ}46'46''$ West, 110.68 feet;

Thence South $82^{\circ}09'15''$ West, 343.77 feet;

Thence South $89^{\circ}46'15''$ West, 46.25 feet;

Thence leaving said northerly right of way line, North 00°13'45" West, 683.87 feet to the southerly line of Parcel 7 of Deed Document No. 2012-062598, Washington County Deed Records;

Thence along said southerly line North 89°46'15" East, 307.55 feet to the southwest corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records;

Thence along the westerly line of said Parcel 1, North 05°34'18" East, 276.21 feet to the southerly bank of the Tualatin River;

Thence along the southerly and easterly bank of the Tualatin River the following courses and distances:

Thence South 83°06'05" East, 70.20 feet;

Thence South 89°16'30" East, 118.95 feet;

Thence North 78°06'38" East, 47.99 feet;

Thence North 63°03'09" East, 102.02 feet;

Thence North 61°05'09" East, 113.50 feet;

Thence North 43°58'54" East, 73.56 feet;

Thence North 35°38'54" East, 211.29 feet;

Thence North 37°11'23" East, 115.37 feet;

Thence North 32°54'07" East, 136.68 feet;

Thence North 47°49'30" East, 114.34 feet;

Thence North 63°23'23" East, 123.30 feet;

Thence North 70°19'41" East, 70.09 feet;

Thence 78°48'21" East, 74.52 feet to the **Point of Beginning**.

Contains 990,693 square feet or 22.743 acres, more or less.

EXHIBIT D

Exceptions

1. Any adverse claims based upon the assertion that the Tualatin River has changed in location.

Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

2. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Deed
Recorded: April 9, 1927
Book: 135
Page: 435
Affects: See document for details

3. Limited access provisions and also covenants, conditions, restrictions and easements as contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: February 14, 1952
Book: 329
Page: 250
Affects: See document for details

4. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: April 24, 1952
Book: 332
Page: 27
Affects: See document for details

Amended by Instrument;
Recorded: September 15, 1960
Book: 435
Page: 440

5. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: April 7, 1969
Book: 747
Page: 353

Affects: See document for details

6. Terms and provisions, including obligations for maintenance of the benefiting easement described in Parcel VIII herein, as established by Oregon Law and by instrument,
Recorded: March 13, 1970
Book: 773
Page: 872
Affects: See document for details

7. An easement as disclosed by instrument, including terms and provisions thereof;
Dated: October 4, 1971
Recorded: October 21, 1971
Book: 840
Page: 241
For: Slope
Affects: See document for details

8. Lease, including the terms and provisions thereof;
Dated: September 1, 1971
A memorandum of which was:
Recorded: December 27, 1971
Book: 848
Page: 503

The Lessors interest in said Lease is now held of record by: Tuala Northwest, LLC, an Oregon limited liability company, as acquired by Assignment and Assumption Agreement recorded July 31, 2012 as Fee No. 2012-062596 and by Deed recorded July 31, 2012 as Fee No. 2012-062598.

The Lessees interest in said Lease is now held of record by: Nyberg Centercal II, LLC, a Delaware limited liability company, as acquired by Assignment and Assumption of Ground lease recorded July 31, 2012 as Fee No. 2012-062597.

Amended and Restated Ground Lease, including the terms and provisions thereof;
Dated: July 31, 2012
A memorandum of which was:
Recorded: July 31, 2012
Recording No: 2012-062599
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

First Amendment To Memorandum of Lease (the Amended and Restated Ground Lease), including the terms and provisions thereof;
Dated: April 8, 2014
Recorded: April 8, 2014
Recording No: 2014-019875
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

9. THE FOLLOWING MATTERS AFFECTING THE LEASEHOLD INTEREST OF LEASE SHOWN IN EXCEPTION NEXT ABOVE:

- a. Lease, including the terms and provisions thereof.
Dated: October 4, 1971
A memorandum of which was:
Recorded: October 21, 1971
Book: 840
Page: 241
Lessor: Continental Realty Inc., an Oregon corporation
Lessee: S.S. Kresge Company, a Michigan corporation

Said lease was modified by instrument;

Dated: October 25, 1985
Recorded: November 27, 1985
Recorder's Fee No.: 85047395
Landlord: Portland Fixture Co., an Oregon corporation as successor in interest to Continental Realty Inc., an Oregon corporation
Tenant: K-Mart Corporation, a Michigan corporation, successor in interest to S.S. Kresge Company, a Michigan corporation

The lessor's interest was assigned by mesne assignments and by instrument:

Dated: December 29, 1986
Recorded: December 31, 1986
Recorder's Fee No.: 86061756
To: Portland Fixture Limited Partnership, an Oregon limited partnership

- b. Lease, including the terms and provisions thereof.
Dated: November 15, 1984
A memorandum of which was:
Recorded: November 27, 1985
Recorder's Fee No.: 85047396
Lessor: K Mart Corporation, a Michigan corporation
Lessee: Wendy's International, Inc., an Ohio corporation

Non-Disturbance, Consent and Attornment Agreement, including the terms and provisions thereof;

Dated: November 29, 1984
Recorded: November 27, 1985
Recorder's Fee No.: 85047398
By and Between: K Mart Corporation, a Michigan corporation, Wendy's International, Inc., an Ohio corporation, Clayton Nyberg and Katheryn Nyberg (husband and wife), Wayne Howard and Zira Howard (husband and wife) and Portland Fixture Co., an Oregon corporation

c. Lease, including the terms and provisions thereof.
Dated: November 27, 1985
A memorandum of which was:
Recorded: January 6, 1986
Recorder's Fee No.: 86000849
Lessor: Portland Fixture Company
Lessee: Volume Shoe Corporation, a Missouri corporation

d. Lease, including the terms and provisions thereof.
Dated: May 21, 1986
A memorandum of which was:
Recorded: October 22, 1986
Recorder's Fee No.: 86048775
Lessor: Wendy's International, Inc.
Lessee: WEND Northwest Limited Partnership

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

e. Unrecorded Lease, including the terms and provisions thereof,
Dated: August 18, 1993
Lessor: Portland Fixture Limited Partnership
Lessee: West One Bank, Oregon
Disclosed by the following: Assignment and Assumption of Lease Agreement

The lessee's interest in said Lease was assigned by instrument,
Dated: May 31, 1996
Recorded: May 31, 1996
Recorder's Fee No.: 96048959
To: Pacific One Bank, an Oregon banking corporation

f. Lease, including the terms and provisions thereof.
Dated: December 11, 2003
A memorandum of which was:
Recorded: January 15, 2004
Recorder's Fee No.: 2004-004189
Lessor: Portland Fixture Limited Partnership, an Oregon limited partnership
Lessee: Michaels Stores, Inc., a Delaware corporation

g. Lease, including the terms and provisions thereof.
Dated: September 5, 2013
Memorandums of which were:
Recorded: September 27, 2013 and December 5, 2013
Recorder's Fee No's: 2013-086769 and 2013-102601

Oregon Title Insurance Rating Organization (OTIRO)
OTIRO No. PO-04
American Land Title Association
ALTA Owner's Policy (6-17-2006)

Lessor: Nyberg Centercal, II, LLC, a Delaware limited liability company
Lessee: Fitness International, LLC, a California limited liability company

10. An easement created by instrument, including terms and provisions thereof;
Dated: April 24, 1972
Recorded: April 27, 1972
Book: 864
Page: 407
In Favor Of: Portland General Electric Company, an Oregon corporation.
For: Underground electric power lines and appurtenances
Affects: See document for details

11. An easement created by instrument, including terms and provisions thereof;
Dated: April 19, 1973
Recorded: April 30, 1973
Book: 921
Page: 926
In Favor Of: City of Tualatin, a municipal corporation
For: Construction, maintenance and repair, with necessary access thereto, of slope, cut or fill, occasioned by the construction, operation and maintenance of a public road and appurtenances
Affects: See document for details

12. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,
Recorded: May 10, 1973
Book: 922
Page: 474
Affects: See document for details

13. An easement created by instrument, including terms and provisions thereof;
Dated: March 5, 1974
Recorded: December 19, 1974
Book: 1005
Page: 41
In Favor Of: City of Tualatin
For: Water line and appurtenances and sanitary sewer
Affects: See document for details

14. Covenants, conditions and restrictions, but omitting covenants or restrictions if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof.
Recorded: December 19, 1974
Book: 1005
Page: 78
Affects: See document for details

15. An easement created by instrument, including terms and provisions thereof;
 Dated: May 5, 1977
 Recorded: May 10, 1977
 Book: 1164
 Page: 593
 In Favor Of: Portland Natural Gas Company, an Oregon corporation
 For: Gas pipeline or pipelines and appurtenances
 Affects: See document for details
16. Irrevocable License Agreement Relating to Storm sewer, sanitary sewer, surface water and utilities, including the terms and provisions thereof;
 Recording Date: November 27, 1985
 Recording No.: 85-047397

 As amended by instrument:
 Recorded: June 11, 2012
 Recorder's Fee No.: 2012-046950
17. Restrictive Covenant, including the terms and provisions thereof;
 Recorded: August 7, 2006
 Recorder's Fee No.: 2006-094201
 Affects: See document for details
18. The following matters as set forth on survey prepared by Cardno WRG, dated December 6, 2011, Job No. 21198310, as follows:

 [a.] Foot paths & pedestrian access (without an easement) through northerly portion of property.
 [b.] Access point with adjacent property without benefit of an easement.
 [c.] Fence encroachment near the northeast corner as survey depicts
19. Revocable License Agreement, including the terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041252
 By and Between: Nyberg Limited Partnership and the City of Tualatin
20. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041253
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details
21. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041254
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details

22. Deed of Trust, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;
Dated: July 31, 2012
Recording Date: July 31, 2012
Recording No: 2012-062600
Amount: \$4,500,000.00
Grantor: Tuala Northwest, LLC, an Oregon limited liability company
Trustee: Chicago Title Company of Oregon
Beneficiary: Umpqua Bank
- Subordination, Non-Disturbance and Attornment Agreement including the terms and provisions thereof recorded July 13, 2012 as Recording No: 2012-062616
23. Assignment of Rents given as additional security to the Deed of Trust shown as exception next above:
Recording Date: July 31, 2012
Recording No: 2012-062601
To: Umpqua Bank
24. An easement created by instrument, including terms and provisions thereof;
Recorded: March 10, 2014
Recorder's Fee No.: 2014-013490
In Favor Of: Owners of adjacent property
For: Vehicular ingress and egress
Affects: See document for details
25. Covenants, Conditions and Restrictions as contained in Deed from the State of Oregon, by and through its Department of Transportation, including the terms and provisions thereof;
Recorded: April 8, 2014
Recording No: 2014-019813
26. Restricted access provisions contained in Deed from the State of Oregon, by and through its Department of Transportation, which provides that all access rights between the herein described Parcel XI and the Pacific Highway and to SW Nyberg Street abutting said parcel are waived.
Recorded: April 8, 2014
Recording No: 2014-019813
27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: Access and construction and maintenance of a retaining wall and footings
Recorded: April 8, 2014
Recording No: 2014-019814
28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: ODOT Access Easement
Recorded: April 8, 2014

Recording No: 2014-019831

Oregon Title Insurance Rating Organization (OTIRO)
OTIRO No. PO-04
American Land Title Association
ALTA Owner's Policy (6-17-2006)



After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
05/06/2014 01:55:23 PM
2014-026508

D-E Cnt=1 Stn=10 A DUYCK
\$85.00 \$5.00 \$11.00 \$20.00 - Total = \$121.00



01937002201400265080170174

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



CITY OF TUALATIN, OREGON
STORMWATER EASEMENT

Tuala Northwest LLC, an Oregon limited liability company ("Grantor"), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin ("Grantee"), its successors and assigns, an exclusive permanent public utility easement for STORMWATER purposes subject to the rights reserved by Grantor as set forth in Section 7 hereof, over, under, upon, across, and along the full width and length of the premises ("Easement Area") legally described as follows:

See Exhibit A (Legal Description of Public Utility Easement Area) attached and as shown on Exhibit B (Map) attached

TOGETHER WITH a non-exclusive permanent access easement solely for the purpose of ingress and egress at any and all times over the Grantor's property encumbered by the Easement Area described in Exhibit C (Legal Description of the Access Easement) for the placement, maintenance, and removal by Grantee of public utilities provided for, and to effectuate Grantee's rights granted, by this Public Utility Easement.

TO HAVE AND TO HOLD the above-described permanent easements unto Grantee in accordance with the terms, conditions, and covenants as follows:

1. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably

claiming by, through, or under Grantor, subject to the terms of this easement and the title exceptions set forth on Exhibit D attached hereto.

2. This easement is granted for the purpose of Grantee constructing and utilizing underground utilities within the Easement Area, and to that end Grantee is hereby granted the right to excavate for, and to construct, place, operate, maintain, repair, replace, install, relocate within the Easement Area, inspect, and remove underground utilities with all appurtenances incident thereto or necessary therewith, including manholes, within, in, under, and through the Easement Area, and to cut and remove from said Easement Area any trees and other obstructions which will likely endanger the safety or unreasonably interfere with the use of said underground utilities or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said Easement Area at any and all times for doing anything reasonably necessary or useful for the enjoyment of the easement herein granted.
3. In exercising its rights hereunder, Grantee will use reasonable efforts to: (a) notify Grantor and its Lessee(s) that Grantee intends to perform work in the Easement Area; and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) traffic circulation; (iii) customer parking; or (iv) the receiving of merchandise by any business on property owned by Grantor.
4. Grantee understands that the Easement Area is located in a commercial and retail sales area, and that as such Grantee will not perform work in the Easement Area during the period of November 1 through January 31 of any year if the work can be performed at other times. If the work must be performed during the period of November 1 through January 31 of any year, Grantee will work with Grantor and Grantor's Lessee(s) to perform the work in a manner that provides the least amount of disruption, which may include, but is not limited to, performing work during the weekday and during night time hours. Notwithstanding the foregoing, Grantee may perform work in the Easement Area at any time, including during the period of November 1 through January 31 of any year, and without prior notice in cases of emergency or to prevent an imminent risk to the public health or safety.

5. Grantee will conduct the installation, maintenance, repair, and operation of the underground utilities and related appurtenant facilities within the Easement Area at its sole cost and expense, and, upon every occasion that such underground utilities are repaired, replaced, renewed, added to, or removed, will, at Grantee's sole cost and expense, promptly restore the Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, or pavement. Notwithstanding the foregoing, Grantor will be responsible, at Grantor's sole cost and expense, for replacing the trees within the Easement Area with trees of approximately the same size if Grantee's installation or work requires the removal of the trees.
6. Except as provided below, no buildings or structures will be constructed within the Easement Area without a specific written agreement between Grantee and Grantor. Any such specific agreement will set forth the conditions under which such building or structure may be placed, including a stipulation that all risks of damage to the underground utilities will be assumed by Grantor.
7. Notwithstanding anything to the contrary contained or implied in this easement, Grantor hereby reserves the following rights with respect to the Easement Area: without a specific written agreement between Grantee and Grantor, (a) Grantor may construct and utilize the Easement Area for driveway and/or parking purposes, including the construction of facilities connected therewith, (b) Grantor may use the surface of the land for walkways, landscaping, and other uses undertaken by Grantor, including without limitation, the ingress or egress of persons and vehicles, the flow of traffic, both pedestrian and vehicular, and the normal conduct of business and the day-to-day operations on property owned by Grantor, as well as the construction, maintenance, operation, replacement, repair, and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs, and landscaping, that are not inconsistent and do not unreasonably interfere with the use of the Easement Area by Grantee and (c) Grantor may cross the Easement Area with other underground lines at the locations shown therefor on Exhibit B, provided they do not unreasonably interfere with the use of the Easement Area by Grantee. Grantor hereby assumes any and all liability for damage to the underground utilities caused, in whole or in part, by Grantor constructing, maintaining, operating, or utilizing the Easement Area for driveway and/or parking purposes and/or other permitted purposes, including but not limited to any damage to such utilities caused or aggravated by the presence of such activities over or within the Easement Area.

8. Grantor will indemnify and hold harmless Grantee from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any excavation or construction activities performed on or within the Easement Area by Grantor or Grantor's agents, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of Grantee, its agents and employees.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor from and against any and all claims for injury to persons or property arising from or in connection with the exercise of the rights granted herein to Grantee, its agents, or employees.
10. This instrument, and the covenants and agreements contained in this instrument, will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.
11. Grantee acknowledges that Grantor may desire to relocate the Easement Area to another location (the "Replacement Easement Area"). Upon a reasonable period of time after receiving written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee will commence a process to grant approval to relocate the Easement Area to the Replacement Easement Area and vacate the Easement Area upon relocation, provided Grantor does all of the following: (a) Grantor provides Grantee with a suitable Replacement Easement Area as determined in the reasonable discretion of Grantee; (b) Grantor pays all expenses and costs associated with relocating the Easement Area to the Replacement Easement Area, (c) Grantor pays for all expenses and costs associated with relocating all public underground utilities from the Easement Area to the Replacement Easement Area, including but not limited to restoring all private utility connections to the public underground utilities; and (d) Grantor executes an easement document to substitute the Replacement Easement Area for the Easement Area. Upon approval by Grantee and completion of Grantor's duties in relocating the easement, as set forth in (a)

through (d), the Easement Area will be relocated to the Replacement Easement Area and Grantee will vacate the Easement Area.

IN WITNESS WHEREOF, Grantor has executed this easement this 1 day of May, 2014.

Tuala Northwest, LLC,
an Oregon limited liability company

BY: [Signature]
Arne C. Nyberg, Manager
GRANTOR

STATE OF OREGON)
County of Multnomah)

This instrument was acknowledged before me on May 1, 2014, by Arne C. Nyberg, Manager of Tuala Northwest, LLC.



[Signature]
Notary Public - State of Oregon
My commission expires: 12/23/2014

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 5th day of May 2014.

[Signature]
City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Exhibit A

LEGAL DESCRIPTION

Nyberg II 21198310

Public Storm Drain Easement

December 18, 2013

Page 1 OF 2

A 15 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 22.84 feet; Thence leaving said easterly line North 88°17'20" East, 90.20 feet; Thence North 00°08'20" West, 210.66 feet; Thence North 32°58'06" East, 86.61 feet; Thence North 89°48'50" East, 154.21 feet to the easterly line of Parcel V, Document No. 2012-062598 and the **POINT OF BEGINNING**; Thence North 89°48'50" East, 268.98 feet to a point herein after referred to as "Point A" and the **TERMINUS** of said centerline.

Together with:

A 20 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 10.0 feet on each side of the centerline thereof being more particularly described as follows:

BEGINNING at the previously described "Point A", Thence North 51°01'31" East, 86.23 feet; Thence North 66°59'29" East, 117.62 feet; Thence North 68°59'31" East, 317.80 feet; Thence South 20°13'01" East, 319.13 feet; Thence South 27°06'02" East, 84.99 feet to the northerly line of that tract of land described in Document No. 2013-090079, Washington County Deed Records, being the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at property lines.

Contains 22,500 square feet or 0.517 acres, more or less.

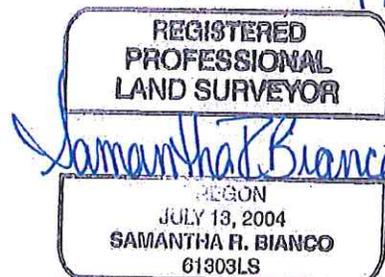
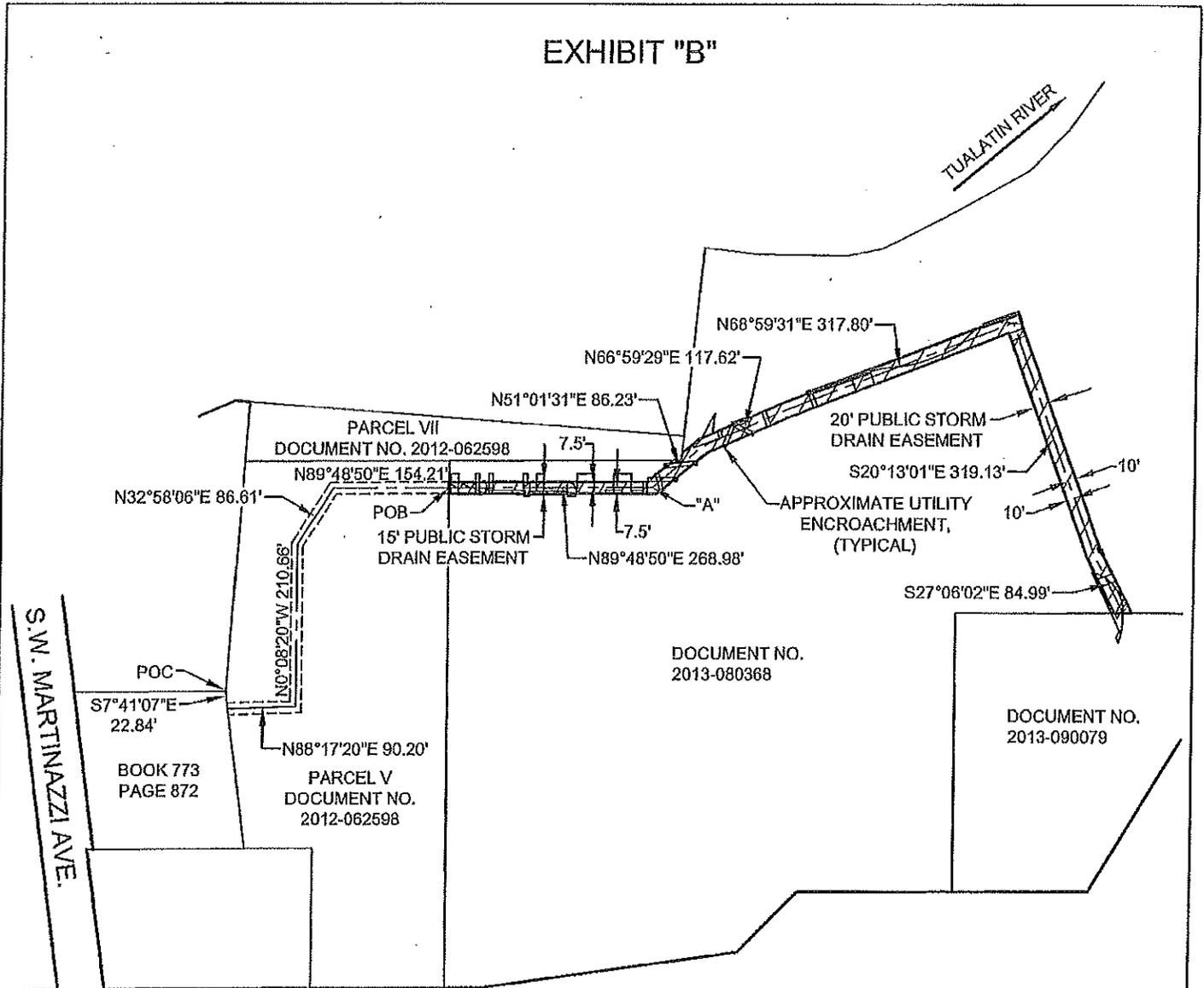
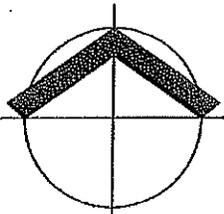


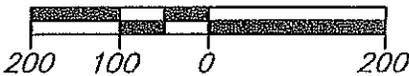
EXHIBIT "B"



S.W. NYBERG ROAD C.R. NO. 2545



SCALE: 1"=200'



LEGEND:

- AREA OF PUBLIC STORM DRAIN EASEMENT
22,500 SQUARE FEET OR
0.517 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
 PORTLAND, OR 97221
 TEL: (503) 419-2500 FAX: (503) 419-2600
 www.cardno.com

PUBLIC STORM DRAIN EASEMENT

S24, T2S, R1W, WILLAMETTE MERIDIAN
 CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
 DATE: 12/18/2013
 BY: SRB/TLB
 SCALE: 1"=200'
 PAGE NO. 2 OF 2

Exhibit C

Page 1 OF 2

A tract of land located in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the most northerly corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records, said point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence along the westerly right of way line of Interstate Highway No. 5 (variable width) South $15^{\circ}49'17''$ West, 169.04 feet to a point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $12^{\circ}33'01''$ West, 350.57 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence parallel with said centerline South $15^{\circ}49'17''$ West, 170.29 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $21^{\circ}33'44''$ West, 542.28 feet to a point being 154.33 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto, said point also being the northeast corner of Deed Document No. 2004-135929, Washington County Deed Records;

Thence along the northerly line of said Deed Document No. 2004-135929 South $89^{\circ}46'15''$ West, 374.82 feet to the northwest corner thereof;

Thence along the westerly line of said Deed Document No. 2004-135929 South $00^{\circ}13'45''$ East, 361.43 feet to the northerly right of way line of SW Nyberg Road (County Road No. 2545)(variable width);

Thence along said northerly right of way line South $89^{\circ}46'15''$ West, 203.68 feet;

Thence South $44^{\circ}46'46''$ West, 110.68 feet;

Thence South $82^{\circ}09'15''$ West, 343.77 feet;

Thence South $89^{\circ}46'15''$ West, 46.25 feet;

Thence leaving said northerly right of way line, North $00^{\circ}13'45''$ West, 683.87 feet to the southerly line of Parcel 7 of Deed Document No. 2012-062598, Washington County Deed Records;

Thence along said southerly line North $89^{\circ}46'15''$ East, 307.55 feet to the southwest corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records;

Thence along the westerly line of said Parcel 1, North $05^{\circ}34'18''$ East, 276.21 feet to the southerly bank of the Tualatin River;

Thence along the southerly and easterly bank of the Tualatin River the following courses and distances:

Thence South $83^{\circ}06'05''$ East, 70.20 feet;

Thence South $89^{\circ}16'30''$ East, 118.95 feet;

Thence North $78^{\circ}06'38''$ East, 47.99 feet;

Thence North $63^{\circ}03'09''$ East, 102.02 feet;

Thence North $61^{\circ}05'09''$ East, 113.50 feet;

Thence North $43^{\circ}58'54''$ East, 73.56 feet;

Thence North $35^{\circ}38'54''$ East, 211.29 feet;

Thence North $37^{\circ}11'23''$ East, 115.37 feet;

Thence North $32^{\circ}54'07''$ East, 136.68 feet;

Thence North $47^{\circ}49'30''$ East, 114.34 feet;

Thence North $63^{\circ}23'23''$ East, 123.30 feet;

Thence North $70^{\circ}19'41''$ East, 70.09 feet;

Thence $78^{\circ}48'21''$ East, 74.52 feet to the **Point of Beginning**.

Contains 990,693 square feet or 22.743 acres, more or less.

EXHIBIT D

Exceptions

1. Any adverse claims based upon the assertion that the Tualatin River has changed in location.

Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

2. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Deed

Recorded: April 9, 1927
Book: 135
Page: 435
Affects: See document for details

3. Limited access provisions and also covenants, conditions, restrictions and easements as contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: February 14, 1952
Book: 329
Page: 250
Affects: See document for details

4. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 24, 1952
Book: 332
Page: 27
Affects: See document for details

Amended by instrument;

Recorded: September 15, 1960
Book: 435
Page: 440

5. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 7, 1969
Book: 747
Page: 353

Affects: See document for details

6. Terms and provisions, including obligations for maintenance of the benefiting easement described in Parcel VIII herein, as established by Oregon Law and by instrument,
Recorded: March 13, 1970
Book: 773
Page: 872
Affects: See document for details

7. An easement as disclosed by instrument, including terms and provisions thereof;
Dated: October 4, 1971
Recorded: October 21, 1971
Book: 840
Page: 241
For: Slope
Affects: See document for details

8. Lease, including the terms and provisions thereof;
Dated: September 1, 1971
A memorandum of which was:
Recorded: December 27, 1971
Book: 848
Page: 503

The Lessors interest in said Lease is now held of record by: Tuala Northwest, LLC, an Oregon limited liability company, as acquired by Assignment and Assumption Agreement recorded July 31, 2012 as Fee No. 2012-062596 and by Deed recorded July 31, 2012 as Fee No. 2012-062598.

The Lessees interest in said Lease is now held of record by: Nyberg Centercal II, LLC, a Delaware limited liability company, as acquired by Assignment and Assumption of Ground lease recorded July 31, 2012 as Fee No. 2012-062597.

Amended and Restated Ground Lease, including the terms and provisions thereof;
Dated: July 31, 2012
A memorandum of which was:
Recorded: July 31, 2012
Recording No: 2012-062599
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

First Amendment To Memorandum of Lease (the Amended and Restated Ground Lease), including the terms and provisions thereof;
Dated: April 8, 2014
Recorded: April 8, 2014
Recording No: 2014-019875
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

9. THE FOLLOWING MATTERS AFFECTING THE LEASEHOLD INTEREST OF LEASE SHOWN IN EXCEPTION NEXT ABOVE:

- a. Lease, including the terms and provisions thereof.
Dated: October 4, 1971
A memorandum of which was:
Recorded: October 21, 1971
Book: 840
Page: 241
Lessor: Continental Realty Inc., an Oregon corporation
Lessee: S.S. Kresge Company, a Michigan corporation

Said lease was modified by instrument;

Dated: October 25, 1985
Recorded: November 27, 1985
Recorder's Fee No.: 85047395
Landlord: Portland Fixture Co., an Oregon corporation as successor in interest to Continental Realty Inc., an Oregon corporation
Tenant: K-Mart Corporation, a Michigan corporation, successor in interest to S.S. Kresge Company, a Michigan corporation

The lessor's interest was assigned by mesne assignments and by instrument:

Dated: December 29, 1986
Recorded: December 31, 1986
Recorder's Fee No.: 86061756
To: Portland Fixture Limited Partnership, an Oregon limited partnership

- b. Lease, including the terms and provisions thereof.
Dated: November 15, 1984
A memorandum of which was:
Recorded: November 27, 1985
Recorder's Fee No.: 85047396
Lessor: K Mart Corporation, a Michigan corporation
Lessee: Wendy's International, Inc., an Ohio corporation

Non-Disturbance, Consent and Attornment Agreement, including the terms and provisions thereof;

Dated: November 29, 1984
Recorded: November 27, 1985
Recorder's Fee No.: 85047398
By and Between: K Mart Corporation, a Michigan corporation, Wendy's International, Inc., an Ohio corporation, Clayton Nyberg and Katheryn Nyberg (husband and wife), Wayne Howard and Zira Howard (husband and wife) and Portland Fixture Co., an Oregon corporation

c. Lease, including the terms and provisions thereof.
Dated: November 27, 1985
A memorandum of which was:
Recorded: January 6, 1986
Recorder's Fee No.: 86000849
Lessor: Portland Fixture Company
Lessee: Volume Shoe Corporation, a Missouri corporation

d. Lease, including the terms and provisions thereof.
Dated: May 21, 1986
A memorandum of which was:
Recorded: October 22, 1986
Recorder's Fee No.: 86048775
Lessor: Wendy's International, Inc.
Lessee: WEND Northwest Limited Partnership

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

e. Unrecorded Lease, including the terms and provisions thereof,
Dated: August 18, 1993
Lessor: Portland Fixture Limited Partnership
Lessee: West One Bank, Oregon
Disclosed by the following: Assignment and Assumption of Lease Agreement

The lessee's interest in said Lease was assigned by instrument,
Dated: May 31, 1996
Recorded: May 31, 1996
Recorder's Fee No.: 96048959
To: Pacific One Bank, an Oregon banking corporation

f. Lease, including the terms and provisions thereof.
Dated: December 11, 2003
A memorandum of which was:
Recorded: January 15, 2004
Recorder's Fee No.: 2004-004189
Lessor: Portland Fixture Limited Partnership, an Oregon limited partnership
Lessee: Michaels Stores, Inc., a Delaware corporation

g. Lease, including the terms and provisions thereof.
Dated: September 5, 2013
Memorandums of which were:
Recorded: September 27, 2013 and December 5, 2013
Recorder's Fee No's: 2013-086769 and 2013-102601

Oregon Title Insurance Rating Organization (OTIRO)
OTIRO No. PO-04
American Land Title Association
ALTA Owner's Policy (6-17-2006)

Lessor: Nyberg Centercal, II, LLC, a Delaware limited liability company
Lessee: Fitness International, LLC, a California limited liability company

10. An easement created by instrument, including terms and provisions thereof;
Dated: April 24, 1972
Recorded: April 27, 1972
Book: 864
Page: 407
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Underground electric power lines and appurtenances
Affects: See document for details

11. An easement created by instrument, including terms and provisions thereof;
Dated: April 19, 1973
Recorded: April 30, 1973
Book: 921
Page: 926
In Favor Of: City of Tualatin, a municipal corporation
For: Construction, maintenance and repair, with necessary access thereto, of slope, cut or fill, occasioned by the construction, operation and maintenance of a public road and appurtenances
Affects: See document for details

12. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,
Recorded: May 10, 1973
Book: 922
Page: 474
Affects: See document for details

13. An easement created by instrument, including terms and provisions thereof;
Dated: March 5, 1974
Recorded: December 19, 1974
Book: 1005
Page: 41
In Favor Of: City of Tualatin
For: Water line and appurtenances and sanitary sewer
Affects: See document for details

14. Covenants, conditions and restrictions, but omitting covenants or restrictions if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof.
Recorded: December 19, 1974
Book: 1005
Page: 78
Affects: See document for details

15. An easement created by instrument, including terms and provisions thereof;
 Dated: May 5, 1977
 Recorded: May 10, 1977
 Book: 1164
 Page: 593
 In Favor Of: Portland Natural Gas Company, an Oregon corporation
 For: Gas pipeline or pipelines and appurtenances
 Affects: See document for details
16. Irrevocable License Agreement Relating to Storm sewer, sanitary sewer, surface water and utilities, including the terms and provisions thereof:
 Recording Date: November 27, 1985
 Recording No.: 85-047397
- As amended by instrument:
 Recorded: June 11, 2012
 Recorder's Fee No.: 2012-046950
17. Restrictive Covenant, including the terms and provisions thereof;
 Recorded: August 7, 2006
 Recorder's Fee No.: 2006-094201
 Affects: See document for details
18. The following matters as set forth on survey prepared by Cardno WRG, dated December 6, 2011, Job No. 21198310, as follows:
 [a.] Foot paths & pedestrian access (without an easement) through northerly portion of property.
 [b.] Access point with adjacent property without benefit of an easement.
 [c.] Fence encroachment near the northeast corner as survey depicts
19. Revocable License Agreement, including the terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041252
 By and Between: Nyberg Limited Partnership and the City of Tualatin
20. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041253
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details
21. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041254
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details

22. Deed of Trust, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;
 Dated: July 31, 2012
 Recording Date: July 31, 2012
 Recording No: 2012-062600
 Amount: \$4,500,000.00
 Grantor: Tuala Northwest, LLC, an Oregon limited liability company
 Trustee: Chicago Title Company of Oregon
 Beneficiary: Umpqua Bank
- Subordination, Non-Disturbance and Attornment Agreement including the terms and provisions thereof recorded July 13, 2012 as Recording No: 2012-062616
23. Assignment of Rents given as additional security to the Deed of Trust shown as exception next above:
 Recording Date: July 31, 2012
 Recording No: 2012-062601
 To: Umpqua Bank
24. An easement created by instrument, including terms and provisions thereof;
 Recorded: March 10, 2014
 Recorder's Fee No.: 2014-013490
 In Favor Of: Owners of adjacent property
 For: Vehicular ingress and egress
 Affects: See document for details
25. Covenants, Conditions and Restrictions as contained in Deed from the State of Oregon, by and through its Department of Transportation, including the terms and provisions thereof;
 Recorded: April 8, 2014
 Recording No: 2014-019813
26. Restricted access provisions contained in Deed from the State of Oregon, by and through its Department of Transportation, which provides that all access rights between the herein described Parcel XI and the Pacific Highway and to SW Nyberg Street abutting said parcel are waived.
 Recorded: April 8, 2014
 Recording No: 2014-019813
27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
 Purpose: Access and construction and maintenance of a retaining wall and footings
 Recorded: April 8, 2014
 Recording No: 2014-019814
28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
 Purpose: ODOT Access Easement
 Recorded: April 8, 2014

Recording No: 2014-019831

Oregon Title Insurance Rating Organization (OTIRO)
OTIRO No. PO-04
American Land Title Association
ALTA Owner's Policy (6-17-2006)

Attachment - E page 34

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
05/06/2014 01:55:23 PM
2014-026507

D-E Cnt=1 Str=10 A DUJCK
\$90.00 \$5.00 \$11.00 \$20.00 - Total = \$126.00



01937001201400265070180184
I, Richard Hobernicht, Director of Assessment and
Taxation and Ex-Officio County Clerk for Washington
County, Oregon, do hereby certify that the within
Instrument of writing was received and recorded in the
book of records of said county.
Richard Hobernicht, Director of Assessment and
Taxation, Ex-Officio County Clerk



CITY OF TUALATIN, OREGON

WATER EASEMENT

Tuala Northwest LLC, an Oregon limited liability company ("Grantor"), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin ("Grantee"), its successors and assigns, an exclusive permanent public utility easement for WATER purposes subject to the rights reserved by Grantor as set forth in Section 7 hereof, over, under, upon, across, and along the full width and length of the premises ("Easement Area") legally described as follows:

See Exhibit A (Legal Description of Public Utility Easement Area) attached and as shown on Exhibit B (Map) attached

TOGETHER WITH a non-exclusive permanent access easement solely for the purpose of ingress and egress at any and all times over the Grantor's property encumbered by the Easement Area described in Exhibit C. (Legal Description of the Access Easement) for the placement, maintenance, and removal by Grantee of public utilities provided for, and to effectuate Grantee's rights granted, by this Public Utility Easement.

TO HAVE AND TO HOLD the above-described permanent easements unto Grantee in accordance with the terms, conditions, and covenants as follows:

1. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably

claiming by, through, or under Grantor, subject to the terms of this easement and the title exceptions set forth on Exhibit D attached hereto.

2. This easement is granted for the purpose of Grantee constructing and utilizing underground utilities within the Easement Area, and to that end Grantee is hereby granted the right to excavate for, and to construct, place, operate, maintain, repair, replace, install, relocate within the Easement Area, inspect, and remove underground utilities with all appurtenances incident thereto or necessary therewith, including manholes, within, in, under, and through the Easement Area, and to cut and remove from said Easement Area any trees and other obstructions which will likely endanger the safety or unreasonably interfere with the use of said underground utilities or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said Easement Area at any and all times for doing anything reasonably necessary or useful for the enjoyment of the easement herein granted.
3. In exercising its rights hereunder, Grantee will use reasonable efforts to: (a) notify Grantor and its Lessee(s) that Grantee intends to perform work in the Easement Area; and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) traffic circulation; (iii) customer parking; or (iv) the receiving of merchandise by any business on property owned by Grantor.
4. Grantee understands that the Easement Area is located in a commercial and retail sales area, and that as such Grantee will not perform work in the Easement Area during the period of November 1 through January 31 of any year if the work can be performed at other times. If the work must be performed during the period of November 1 through January 31 of any year, Grantee will work with Grantor and Grantor's Lessee(s) to perform the work in a manner that provides the least amount of disruption, which may include, but is not limited to, performing work during the weekday and during night time hours. Notwithstanding the foregoing, Grantee may perform work in the Easement Area at any time, including during the period of November 1 through January 31 of any year, and without prior notice in cases of emergency or to prevent an imminent risk to the public health or safety.

5. Grantee will conduct the installation, maintenance, repair, and operation of the underground utilities and related appurtenant facilities within the Easement Area at its sole cost and expense, and, upon every occasion that such underground utilities are repaired, replaced, renewed, added to, or removed, will, at Grantee's sole cost and expense, promptly restore the Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, or pavement. Notwithstanding the foregoing, Grantor will be responsible, at Grantor's sole cost and expense, for replacing the trees within the Easement Area with trees of approximately the same size if Grantee's installation or work requires the removal of the trees.
6. Except as provided below, no buildings or structures will be constructed within the Easement Area without a specific written agreement between Grantee and Grantor. Any such specific agreement will set forth the conditions under which such building or structure may be placed, including a stipulation that all risks of damage to the underground utilities will be assumed by Grantor.
7. Notwithstanding anything to the contrary contained or implied in this easement, Grantor hereby reserves the following rights with respect to the Easement Area: without a specific written agreement between Grantee and Grantor, (a) Grantor may construct and utilize the Easement Area for driveway and/or parking purposes, including the construction of facilities connected therewith, (b) Grantor may use the surface of the land for walkways, landscaping, and other uses undertaken by Grantor, including without limitation, the ingress or egress of persons and vehicles, the flow of traffic, both pedestrian and vehicular, and the normal conduct of business and the day-to-day operations on property owned by Grantor, as well as the construction, maintenance, operation, replacement, repair, and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs, and landscaping, that are not inconsistent and do not unreasonably interfere with the use of the Easement Area by Grantee and (c) Grantor may cross the Easement Area with other underground lines at the locations shown therefor on Exhibit B, provided they do not unreasonably interfere with the use of the Easement Area by Grantee. Grantor hereby assumes any and all liability for damage to the underground utilities caused, in whole or in part, by Grantor constructing, maintaining, operating, or utilizing the Easement Area for driveway and/or parking purposes and/or other permitted purposes, including but not limited to any damage to such utilities caused or aggravated by the presence of such activities over or within the Easement Area.

8. Grantor will indemnify and hold harmless Grantee from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any excavation or construction activities performed on or within the Easement Area by Grantor or Grantor's agents, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of Grantee, its agents and employees.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor from and against any and all claims for injury to persons or property arising from or in connection with the exercise of the rights granted herein to Grantee, its agents, or employees.
10. This instrument, and the covenants and agreements contained in this instrument, will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.
11. Grantee acknowledges that Grantor may desire to relocate the Easement Area to another location (the "Replacement Easement Area"). Upon a reasonable period of time after receiving written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee will commence a process to grant approval to relocate the Easement Area to the Replacement Easement Area and vacate the Easement Area upon relocation, provided Grantor does all of the following: (a) Grantor provides Grantee with a suitable Replacement Easement Area as determined in the reasonable discretion of Grantee; (b) Grantor pays all expenses and costs associated with relocating the Easement Area to the Replacement Easement Area, (c) Grantor pays for all expenses and costs associated with relocating all public underground utilities from the Easement Area to the Replacement Easement Area, including but not limited to restoring all private utility connections to the public underground utilities; and (d) Grantor executes an easement document to substitute the Replacement Easement Area for the Easement Area. Upon approval by Grantee and completion of Grantor's duties in relocating the easement, as set forth in (a)

through (d), the Easement Area will be relocated to the Replacement Easement Area and Grantee will vacate the Easement Area.

IN WITNESS WHEREOF, Grantor has executed this easement this 1 day of MAY, 2014.

Tuala Northwest, LLC,
an Oregon limited liability company

BY: [Signature]
Arne C. Nyberg, Manager
GRANTOR

STATE OF OREGON)
County of Multnomah)

This instrument was acknowledged before me on May 1, 2014, by Arne C. Nyberg, Manager of Tuala Northwest, LLC.



[Signature]
Notary Public - State of Oregon
My commission expires: 12/23/2014

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 5th day of May, 2014.

[Signature]
City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement

December 18, 2013

Page 1 OF 3

A 10 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the southwest corner of that tract of land described in Document No. 2013-090079, thence along the westerly line of said tract, North 00°13'45" West, 255.80 feet to the **POINT OF BEGINNING**; Thence South 89°52'06" West, 158.73 feet; Thence South 39°54'48" West, 78.21 feet; Thence South 32°57'46" West, 134.99 feet to a point herein after referred to as "Point A"; Thence South 32°57'46" West, 36.86 feet; Thence South 85°46'32" West, 87.16 feet; Thence South 06°12'24" East, 126.95 feet; Thence North 82°22'42" East, 29.99 feet; Thence South 07°22'18" East, 10.88 feet to the southerly line of said tract of land described in Document No. 2013-080368, being the **TERMINUS** of said centerline.

Together with:

A 15 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

BEGINNING at the previously described "Point A", Thence South 57°02'14" East, 100.25 feet; Thence South 76°10'42" East, 71.57 feet; Thence South 89°47'46" East, 129.73 feet to the westerly line of that tract of land described in Document No. 2013-090079, Washington County Deed Records, being the **TERMINUS** of said centerline.

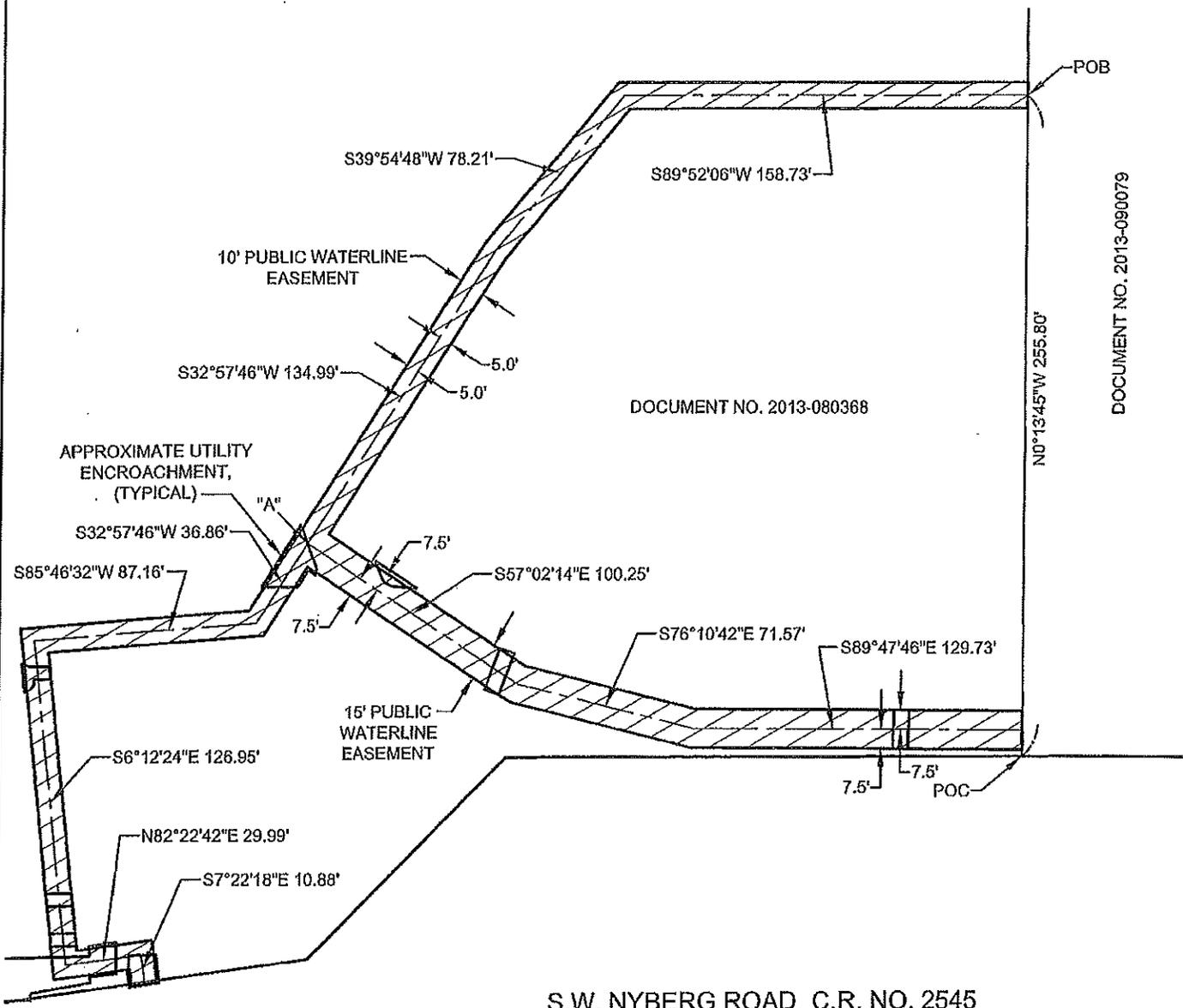
LEGAL DESCRIPTION
Nyberg II 21198310
Public Waterline Easement
December 18, 2013
Page 2 OF 3

The sidelines of said strips to be shortened or lengthened to terminate at property lines and connect at angle points.

Contains 11,086 square feet or 0.254 acres, more or less.



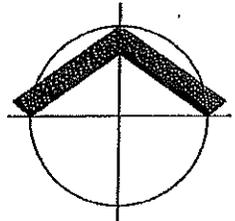
EXHIBIT "B"



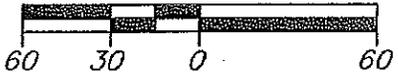
DOCUMENT NO. 2013-080368

DOCUMENT NO. 2013-090079

S.W. NYBERG ROAD C.R. NO. 2545



SCALE: 1"=60'



LEGEND:

- AREA OF PUBLIC WATERLINE EASEMENT
11,086 SQUARE FEET OR
0.254 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION

Cardno
5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardno.com

PUBLIC WATERLINE EASEMENT

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 12/18/2013
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 3 OF 3

Exhibit C

Page 1 OF 2

A tract of land located in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the most northerly corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records, said point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence along the westerly right of way line of Interstate Highway No. 5 (variable width) South $15^{\circ}49'17''$ West, 169.04 feet to a point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $12^{\circ}33'01''$ West, 350.57 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence parallel with said centerline South $15^{\circ}49'17''$ West, 170.29 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $21^{\circ}33'44''$ West, 542.28 feet to a point being 154.33 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto, said point also being the northeast corner of Deed Document No. 2004-135929, Washington County Deed Records;

Thence along the northerly line of said Deed Document No. 2004-135929 South $89^{\circ}46'15''$ West, 374.82 feet to the northwest corner thereof;

Thence along the westerly line of said Deed Document No. 2004-135929 South $00^{\circ}13'45''$ East, 361.43 feet to the northerly right of way line of SW Nyberg Road (County Road No. 2545)(variable width);

Thence along said northerly right of way line South $89^{\circ}46'15''$ West, 203.68 feet;

Thence South $44^{\circ}46'46''$ West, 110.68 feet;

Thence South $82^{\circ}09'15''$ West, 343.77 feet;

Thence South $89^{\circ}46'15''$ West, 46.25 feet;

Thence leaving said northerly right of way line, North 00°13'45" West, 683.87 feet to the southerly line of Parcel 7 of Deed Document No. 2012-062598, Washington County Deed Records;

Thence along said southerly line North 89°46'15" East, 307.55 feet to the southwest corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records;

Thence along the westerly line of said Parcel 1, North 05°34'18" East, 276.21 feet to the southerly bank of the Tualatin River;

Thence along the southerly and easterly bank of the Tualatin River the following courses and distances:

Thence South 83°06'05" East, 70.20 feet;

Thence South 89°16'30" East, 118.95 feet;

Thence North 78°06'38" East, 47.99 feet;

Thence North 63°03'09" East, 102.02 feet;

Thence North 61°05'09" East, 113.50 feet;

Thence North 43°58'54" East, 73.56 feet;

Thence North 35°38'54" East, 211.29 feet;

Thence North 37°11'23" East, 115.37 feet;

Thence North 32°54'07" East, 136.68 feet;

Thence North 47°49'30" East, 114.34 feet;

Thence North 63°23'23" East, 123.30 feet;

Thence North 70°19'41" East, 70.09 feet;

Thence 78°48'21" East, 74.52 feet to the **Point of Beginning**.

Contains 990,693 square feet or 22.743 acres, more or less.

EXHIBIT D

Exceptions

1. Any adverse claims based upon the assertion that the Tualatin River has changed in location.

Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

2. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Deed

Recorded: April 9, 1927
Book: 135
Page: 435
Affects: See document for details

3. Limited access provisions and also covenants, conditions, restrictions and easements as contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: February 14, 1952
Book: 329
Page: 250
Affects: See document for details

4. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 24, 1952
Book: 332
Page: 27
Affects: See document for details

Amended by instrument;

Recorded: September 15, 1960
Book: 435
Page: 440

5. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 7, 1969
Book: 747
Page: 353

Affects: See document for details

6. Terms and provisions, including obligations for maintenance of the benefiting easement described in Parcel VIII herein, as established by Oregon Law and by instrument,
Recorded: March 13, 1970
Book: 773
Page: 872
Affects: See document for details

7. An easement as disclosed by instrument, including terms and provisions thereof;
Dated: October 4, 1971
Recorded: October 21, 1971
Book: 840
Page: 241
For: Slope
Affects: See document for details

8. Lease, including the terms and provisions thereof;
Dated: September 1, 1971
A memorandum of which was:
Recorded: December 27, 1971
Book: 848
Page: 503

The Lessors interest in said Lease is now held of record by: Tuala Northwest, LLC, an Oregon limited liability company, as acquired by Assignment and Assumption Agreement recorded July 31, 2012 as Fee No. 2012-062596 and by Deed recorded July 31, 2012 as Fee No. 2012-062598.

The Lessees interest in said Lease is now held of record by: Nyberg Centercal II, LLC, a Delaware limited liability company, as acquired by Assignment and Assumption of Ground lease recorded July 31, 2012 as Fee No. 2012-062597.

Amended and Restated Ground Lease, including the terms and provisions thereof;
Dated: July 31, 2012
A memorandum of which was:
Recorded: July 31, 2012
Recording No: 2012-062599
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

First Amendment To Memorandum of Lease (the Amended and Restated Ground Lease), including the terms and provisions thereof;
Dated: April 8, 2014
Recorded: April 8, 2014
Recording No: 2014-019875
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

9. THE FOLLOWING MATTERS AFFECTING THE LEASEHOLD INTEREST OF LEASE SHOWN IN EXCEPTION NEXT ABOVE:

- a. Lease, including the terms and provisions thereof.
Dated: October 4, 1971
A memorandum of which was:
Recorded: October 21, 1971
Book: 840
Page: 241
Lessor: Continental Realty Inc., an Oregon corporation
Lessee: S.S. Kresge Company, a Michigan corporation

Said lease was modified by instrument;

- Dated: October 25, 1985
Recorded: November 27, 1985
Recorder's Fee No.: 85047395
Landlord: Portland Fixture Co., an Oregon corporation as successor in interest to Continental Realty Inc., an Oregon corporation
Tenant: K-Mart Corporation, a Michigan corporation, successor in interest to S.S. Kresge Company, a Michigan corporation

The lessor's interest was assigned by mesne assignments and by instrument:

- Dated: December 29, 1986
Recorded: December 31, 1986
Recorder's Fee No.: 86061756
To: Portland Fixture Limited Partnership, an Oregon limited partnership

- b. Lease, including the terms and provisions thereof.
Dated: November 15, 1984
A memorandum of which was:
Recorded: November 27, 1985
Recorder's Fee No.: 85047396
Lessor: K Mart Corporation, a Michigan corporation
Lessee: Wendy's International, Inc., an Ohio corporation

Non-Disturbance, Consent and Attornment Agreement, including the terms and provisions thereof;

- Dated: November 29, 1984
Recorded: November 27, 1985
Recorder's Fee No.: 85047398
By and Between: K Mart Corporation, a Michigan corporation, Wendy's International, Inc., an Ohio corporation, Clayton Nyberg and Katheryn Nyberg (husband and wife), Wayne Howard and Zira Howard (husband and wife) and Portland Fixture Co., an Oregon corporation

c. Lease, including the terms and provisions thereof.
Dated: November 27, 1985
A memorandum of which was:
Recorded: January 6, 1986
Recorder's Fee No.: 86000849
Lessor: Portland Fixture Company
Lessee: Volume Shoe Corporation, a Missouri corporation

d. Lease, including the terms and provisions thereof.
Dated: May 21, 1986
A memorandum of which was:
Recorded: October 22, 1986
Recorder's Fee No.: 86048775
Lessor: Wendy's International, Inc.
Lessee: WEND Northwest Limited Partnership

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

e. Unrecorded Lease, including the terms and provisions thereof,
Dated: August 18, 1993
Lessor: Portland Fixture Limited Partnership
Lessee: West One Bank, Oregon
Disclosed by the following: Assignment and Assumption of Lease Agreement

The lessee's interest in said Lease was assigned by instrument,
Dated: May 31, 1996
Recorded: May 31, 1996
Recorder's Fee No.: 96048959
To: Pacific One Bank, an Oregon banking corporation

f. Lease, including the terms and provisions thereof.
Dated: December 11, 2003
A memorandum of which was:
Recorded: January 15, 2004
Recorder's Fee No.: 2004-004189
Lessor: Portland Fixture Limited Partnership, an Oregon limited partnership
Lessee: Michaels Stores, Inc., a Delaware corporation

g. Lease, including the terms and provisions thereof.
Dated: September 5, 2013
Memorandums of which were:
Recorded: September 27, 2013 and December 5, 2013
Recorder's Fee No's: 2013-086769 and 2013-102601

Oregon Title Insurance Rating Organization (OTIRO)
OTIRO No. PO-04
American Land Title Association
ALTA Owner's Policy (6-17-2006)

Lessor: Nyberg Centercal, II, LLC, a Delaware limited liability company
Lessee: Fitness International, LLC, a California limited liability company

10. An easement created by instrument, including terms and provisions thereof;
Dated: April 24, 1972
Recorded: April 27, 1972
Book: 864
Page: 407
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Underground electric power lines and appurtenances
Affects: See document for details

11. An easement created by instrument, including terms and provisions thereof;
Dated: April 19, 1973
Recorded: April 30, 1973
Book: 921
Page: 926
In Favor Of: City of Tualatin, a municipal corporation
For: Construction, maintenance and repair, with necessary access thereto, of slope, cut or fill, occasioned by the construction, operation and maintenance of a public road and appurtenances
Affects: See document for details

12. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,
Recorded: May 10, 1973
Book: 922
Page: 474
Affects: See document for details

13. An easement created by instrument, including terms and provisions thereof;
Dated: March 5, 1974
Recorded: December 19, 1974
Book: 1005
Page: 41
In Favor Of: City of Tualatin
For: Water line and appurtenances and sanitary sewer
Affects: See document for details

14. Covenants, conditions and restrictions, but omitting covenants or restrictions if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof.
Recorded: December 19, 1974
Book: 1005
Page: 78
Affects: See document for details

15. An easement created by instrument, including terms and provisions thereof;
 Dated: May 5, 1977
 Recorded: May 10, 1977
 Book: 1164
 Page: 593
 In Favor Of: Portland Natural Gas Company, an Oregon corporation
 For: Gas pipeline or pipelines and appurtenances
 Affects: See document for details
16. Irrevocable License Agreement Relating to Storm sewer, sanitary sewer, surface water and utilities, including the terms and provisions thereof;
 Recording Date: November 27, 1985
 Recording No.: 85-047397

 As amended by instrument:
 Recorded: June 11, 2012
 Recorder's Fee No.: 2012-046950
17. Restrictive Covenant, including the terms and provisions thereof;
 Recorded: August 7, 2006
 Recorder's Fee No.: 2006-094201
 Affects: See document for details
18. The following matters as set forth on survey prepared by Cardno WRG, dated December 6, 2011, Job No. 21198310, as follows:

 [a.] Foot paths & pedestrian access (without an easement) through northerly portion of property.
 [b.] Access point with adjacent property without benefit of an easement.
 [c.] Fence encroachment near the northeast corner as survey depicts
19. Revocable License Agreement, including the terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041252
 By and Between: Nyberg Limited Partnership and the City of Tualatin
20. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041253
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details
21. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041254
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details

22. Deed of Trust, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;
Dated: July 31, 2012
Recording Date: July 31, 2012
Recording No: 2012-062600
Amount: \$4,500,000.00
Grantor: Tuala Northwest, LLC, an Oregon limited liability company
Trustee: Chicago Title Company of Oregon
Beneficiary: Umpqua Bank
- Subordination, Non-Disturbance and Attornment Agreement including the terms and provisions thereof recorded July 13, 2012 as Recording No: 2012-062616
23. Assignment of Rents given as additional security to the Deed of Trust shown as exception next above:
Recording Date: July 31, 2012
Recording No: 2012-062601
To: Umpqua Bank
24. An easement created by instrument, including terms and provisions thereof;
Recorded: March 10, 2014
Recorder's Fee No.: 2014-013490
In Favor Of: Owners of adjacent property
For: Vehicular ingress and egress
Affects: See document for details
25. Covenants, Conditions and Restrictions as contained in Deed from the State of Oregon, by and through its Department of Transportation, including the terms and provisions thereof;
Recorded: April 8, 2014
Recording No: 2014-019813
26. Restricted access provisions contained in Deed from the State of Oregon, by and through its Department of Transportation, which provides that all access rights between the herein described Parcel XI and the Pacific Highway and to SW Nyberg Street abutting said parcel are waived.
Recorded: April 8, 2014
Recording No: 2014-019813
27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: Access and construction and maintenance of a retaining wall and footings
Recorded: April 8, 2014
Recording No: 2014-019814
28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: ODOT Access Easement
Recorded: April 8, 2014

Recording No: 2014-019831

Oregon Title Insurance Rating Organization (OTIRO)
OTIRO No. PO-04
American Land Title Association
ALTA Owner's Policy (6-17-2006)

Attachment - E page 52

Nyberg Rivers Quitclaim

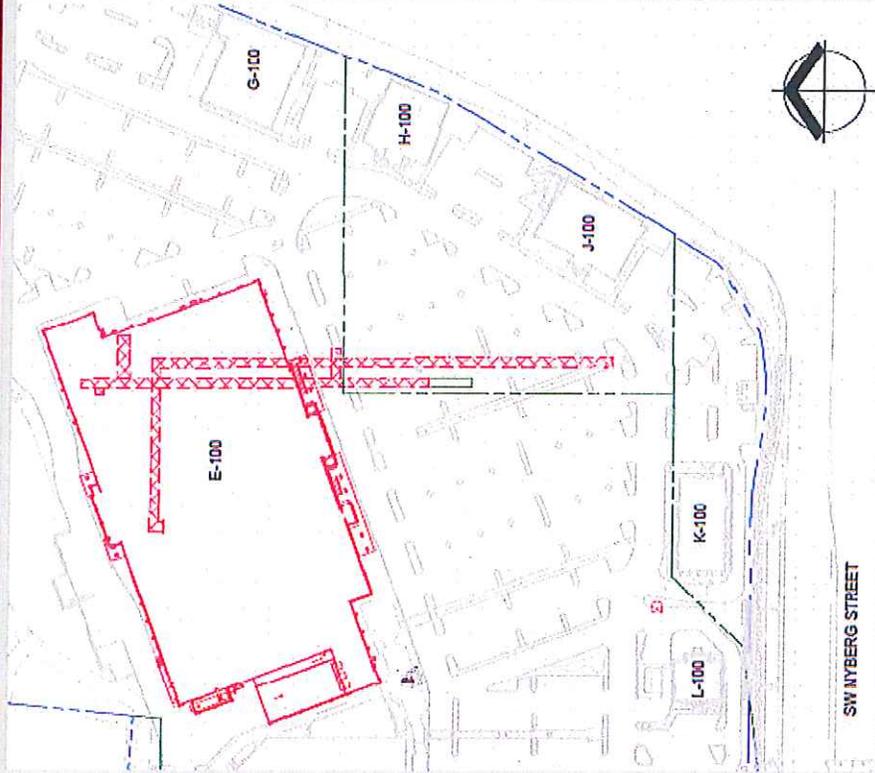
Tualatin City Council
Public Hearing

July 28, 2014





Easements Map



July 28, 2014