

Washington County, Oregon **2014-013490**
D-AE
Stn=1 Y LOPEZ 03/10/2014 12:20:43 PM
\$65.00 \$11.00 \$5.00 \$20.00 **\$101.00**

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Office 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-Office

RECORDING REQUESTED BY :
AND WHEN RECORDED MAIL TO: :
DARIN D. HONN
Partner, Business Group Chair, Real Estate Group Chair
1000 SW Broadway, Suite 1400 | Portland, OR 97205

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

EASEMENT AGREEMENT

WHEREAS, TUALA NORTHWEST, LLC, an Oregon limited liability company ("**Grantor**") is the fee owner of certain real property located in Tualatin, Oregon and described in Exhibit "A" attached hereto and made a part hereof and shown on the Easement Area Site Plan attached hereto as Exhibit "B" and made a part hereof (the "**Easement Area**").

WHEREAS, D.R.M. 7445 NYBERG ROAD, LLC, an Oregon limited liability company ("**Grantee**") is the fee owner of certain real property located in Tualatin, Oregon and described in Exhibit "A-2" attached hereto and made a part hereof (the "**Grantee Property**") which is adjacent to and abutting the Easement Area.

WHEREAS, Grantee desires to obtain an easement over the Easement Area for access purposes.

WHEREAS, Grantor has agreed to grant and convey to Grantee a non-exclusive easement solely for access purposes over the Easement Area as hereinafter provided.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Access Easement. Grantor grants and conveys to Grantee, for the benefit of Grantee and future owners of the Grantee Property, or any portion thereof, a non-exclusive easement, on, over, through and across the Easement Area, for the sole purpose of vehicular ingress and egress from the Grantee Property to an adjoining public street (the "**Easement**").

2. Maintenance of Easement Area. Grantor shall maintain and repair the Easement Area, or cause it to be maintained and repaired, in compliance with all applicable governmental laws, rules, regulations, orders and ordinances. Grantee shall reimburse Grantor for costs of maintaining and repairing the Easement Area reasonably attributable to the use of the Easement Area by Grantee or its agents, tenants, guests or other invitees.

3. Run with the Land. The Easement granted herein shall run with the Easement Area and be appurtenant to and be for the benefit of the Grantee, its successors and assigns, for the benefit of the Grantee Property. The terms of this Easement Agreement, including the respective obligations of each of

CT/C
Cama 506781

the parties herein, shall apply to and be binding upon the parties hereto and their respective successors and assigns.

4. Limitation on Use. The exercise of the Easement shall be limited solely to the Easement Area and solely for the purpose set forth above. Grantee shall not exercise the Easement in any manner except for the express purpose set forth herein and shall not unduly interfere with, or materially restrict or impede the use or operation of, the property of Grantor adjacent to the Easement Area. Grantee, including its successors and assigns, shall indemnify and defend Grantor, its officers, directors, members, employees, contractors, agents, successors, assigns and agents and their respective successors and assigns from any loss, claim or liability arising in any manner out of the use of the Easement Area by Grantee or its agents, tenants, guests or other invitees.

5. Relocation of Easement Area. Grantee acknowledges that Grantor may desire to relocate the Easement Area to another location that shall be identified as the "Replacement Easement." Upon ninety (90) days written notice from Grantor, Grantor may relocate the Easement Area, provided (a) Grantor provides Grantee with a suitable Replacement Easement as determined in the reasonable good faith discretion of Grantor; (b) Grantor pays the reasonable expenses and costs associated with relocating the Easement Area to the Replacement Easement; and (c) the Replacement Easement is granted to provide the minimum required legal access to and from the Grantee Property on the same terms and conditions as those contained herein.

6. Term. The Easement shall continue in perpetuity or such shorter term if mandated by Oregon law. Upon the expiration or earlier termination of this Easement Agreement, Grantee will promptly prepare and record, at its sole cost and expense, a deed quitclaiming any interest in the Easement Area.

7. Counterparts. This Easement Agreement may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of March 7, 2014.

GRANTOR:

TUALA NORTHWEST, LLC,
an Oregon limited liability company,

By: [Signature]
Print: ARNE C. NYBERG
Its: MANAGER

GRANTEE:

D.R.M. 7445 NYBERG ROAD, LLC,
an Oregon limited liability company,

By: Dean R. MacBale Trust, u/a/d/ September
16, 2013, Member of D.R.M. 7445 Nyberg
Road, LLC
Its: Sole Member

Dean R. MacBale, Trustee of the Dean
R. MacBale Trust, u/a/d/ September 16,
2013

ACKNOWLEDGEMENT

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

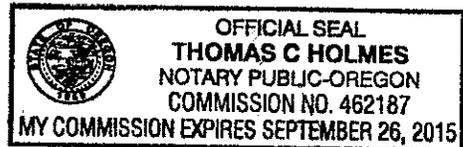
On MARCH 7, 2014, before me, a notary public in and for said state, personally appeared ARNE C. NYBERG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or she executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature: [Signature]
Notary Public

My Commission Expires: 9/26/15

(Seal)



IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of _____, 2014.

GRANTOR:

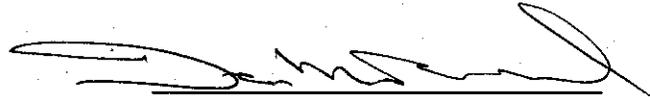
TUALA NORTHWEST, LLC,
an Oregon limited liability company,

By: _____
Print: _____
Its: _____

GRANTEE:

D.R.M. 7445 NYBERG ROAD, LLC,
an Oregon limited liability company,

By: Dean R. MacBale Trust, u/a/d September
16, 2013, Member of D.R.M. 7445 Nyberg
Road, LLC
Its: Sole Member



Dean R. MacBale, Trustee of the Dean
R. MacBale Trust, u/a/d/ September 16,
2013

ACKNOWLEDGEMENT

STATE OF OREGON)
) SS
COUNTY OF _____)

On _____, before me, a notary public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or she executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature: _____
Notary Public

My Commission Expires: _____

(Seal)

STATE OF OREGON)
) SS
COUNTY OF Washington)

On February 27, 2014, before me, a notary public in and for said state, personally appeared Dean R. MacBale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he or she executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature: *Carolyn Q Gaffney*
Notary Public

My Commission Expires: 2.7.15

(Seal)

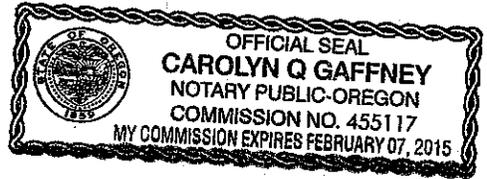


EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE GRANTEE PROPERTY

PARCEL IX:

THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2004-135929, WASHINGTON COUNTY DEED RECORDS, LOCATED IN THE NORTHEAST 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 SOUTHWEST CORNER OF SAID DEED DOCUMENT NO. 2004-135929, THENCE ALONG THE WESTERLY LINE OF SAID DEED DOCUMENT NORTH 00°13'45" WEST, 361.43 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE NORTHERLY LINE OF SAID DEED DOCUMENT NORTH 89°46'15" EAST, 374.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHBOUND LANE OF INTERSTATE HIGHWAY NO. 5, SAID POINT BEING 154.33 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 21°33'44" WEST, 113.08 FEET;

THENCE SOUTH 31°00'49" WEST, 299.93 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°46'15" WEST, 177.28 FEET TO THE POINT OF BEGINNING.

PARCEL X:

(** Intentionally Deleted - merged into Parcel IX above **)

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

MACBALE ACCESS EASEMENT

February 27, 2014

Page 1 OF 5

A parcel of land lying in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, and being a portion of that tract of land conveyed to Tuala Northwest, LLC per Document No. 2013-080368, Washington County Deed Records, lying on the northerly side of S.W. Nyberg Road (County Road No. 2545), being further described as follows:

Commencing at a found 5/8 inch iron rod with an unreadable aluminum cap marking an angle point in the southerly line of that tract of land described in Document No. 2013-080368, Thence along the southerly line of said tract described in Document No. 2013-080368, South 44°46'46" West, 110.68 feet;
Thence South 82°09'15" West, 151.05 feet to the **Point of Beginning**;
Thence leaving said southerly line, along the arc of a 40.00 foot radius arc concave northeasterly, through a central angle of 58°56'52" an arc distance of 41.15 feet (the long chord of which bears North 29°34'13" West, 39.36 feet);
Thence North 00°05'47" West, 76.36 feet to a point of curvature;
Thence along the arc of a 25.00 foot radius arc concave southeasterly, through a central angle of 90°00'00" an arc distance of 39.27 feet (the long chord of which bears North 44°54'13" East, 35.36 feet);
Thence North 89°54'13" East, 176.16 feet to a point of curvature;
Thence along the arc of a 60.00 foot radius arc concave southwesterly, through a central angle of 27°50'04" an arc distance of 29.15 feet (the long chord of which bears South 76°10'45" East, 28.86 feet);
Thence South 62°15'43" East, 21.59 feet to a point of curvature;
Thence along the arc of a 90.00 foot radius arc concave northeasterly, through a central angle of 27°32'03" an arc distance of 43.25 feet (the long chord of which bears South 76°01'45" East, 42.84 feet);
Thence South 89°47'46" East, 94.01 feet;
Thence South 00°12'14" West, 8.59 feet to the southerly line of said Document No. 2013-080368;
Thence along said southerly line North 89°46'15" East, 15.00 feet;
Thence leaving said southerly line North 00°12'14" East, 8.47 feet;
Thence South 89°47'46" East, 51.97 feet to the westerly line of that tract of land described in Document No. 2013-090079;
Thence along said westerly line North 00°13'45" West, 30.00 feet;
Thence leaving said westerly line North 89°47'46" West, 160.75 feet to a point of curvature;
Thence along the arc of a 60.00 foot radius arc concave northeasterly, through a central angle of 27°32'03" an arc distance of 28.83 feet (the long chord of which bears North 76°01'45" West, 28.56 feet);
Thence North 62°15'43" West, 21.59 feet to a point of curvature;

LEGAL DESCRIPTION

Nyberg II 21198310

MACBALE ACCESS EASEMENT

February 27, 2014

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Thence along the arc of a 90.00 foot radius arc concave southwesterly, through a central angle of 27°50'04" an arc distance of 43.72 feet (the long chord of which bears North 76°10'45" West, 43.29 feet);

Thence South 89°54'13" West, 176.16 feet to a point of curvature;

Thence along the arc of a 25.00 foot radius arc concave northeasterly, through a central angle of 90°00'00" an arc distance of 39.27 feet (the long chord of which bears North 45°05'47" West, 35.36 feet);

Thence North 00°05'47" West, 144.50 feet;

Thence North 89°54'13" East, 110.20 feet to a point of curvature;

Thence along the arc of a 112.00 foot radius arc concave northerly, through a central angle of 20°26'31" an arc distance of 39.96 feet (the long chord of which bears North 79°40'57" East, 39.75 feet);

Thence North 69°27'42" East, 320.88 feet to the westerly line of that tract of land described in Document No. 2013-090079;

Thence along said westerly line North 00°13'45" West, 6.45 feet;

Thence along the northerly line of said tract of land described in Document No. 2013-090079, North 89°46'15" East, 17.43 feet;

Thence leaving said northerly line North 69°27'42" East, 149.48 feet to a point of curvature;

Thence along the arc of a 36.00 foot radius arc concave southerly, through a central angle of 42°24'06" an arc distance of 26.64 feet (the long chord of which bears South 89°20'15" East, 26.04 feet);

Thence South 68°08'12" East, 5.19 feet to a point of curvature;

Thence along the arc of a 50.00 foot radius arc concave southwesterly, through a central angle of 71°28'01" an arc distance of 62.37 feet (the long chord of which bears South 32°24'11" East, 58.40 feet);

Thence South 03°19'49" West, 0.09 feet to the northerly line of said tract of land described in Document No. 2013-090079;

Thence along said northerly line North 89°46'15" East, 30.02 feet to a point of non-tangent curvature;

Thence leaving said northerly line along the arc of a 78.00 foot radius arc concave southwesterly, through a central angle of 69°40'22" an arc distance of 94.85 feet (the long chord of which bears North 33°18'01" West, 89.11 feet);

Thence North 68°08'12" West, 7.30 feet to a point of curvature;

Thence along the arc of a 64.00 foot radius arc concave southerly, through a central angle of 42°24'06" an arc distance of 47.36 feet (the long chord of which bears North 89°20'15" West, 46.29 feet);

Thence South 69°27'42" West, 494.31 feet to a point of curvature;

Thence along the arc of an 86.00 foot radius arc concave northerly, through a central angle of 20°26'31" an arc distance of 30.68 feet (the long chord of which bears South 79°40'57" West, 30.52 feet);

LEGAL DESCRIPTION
Nyberg II 21198310
MACBALE ACCESS EASEMENT
February 27, 2014
Page 3 OF 5

Thence South 89°54'13" West, 181.47 feet;
Thence South 00°05'47" East, 374.24 feet to the southerly line of that tract of land described in Document No. 2013-080368;
Thence along said southerly line North 82°09'15" East, 97.26 feet to the **Point of Beginning**.

Contains 63,669 square feet or 1.462 acres, more or less.

Basis of Bearings: North 89°46'15" East along the southerly line those tracts described in Document No. 2013-080368 and Document No. 2013-090079, per Survey No. 21,181, Washington County Survey Records.

The attached Exhibit "B" entitled "MACBALE ACCESS EASEMENT" is made a part hereof.

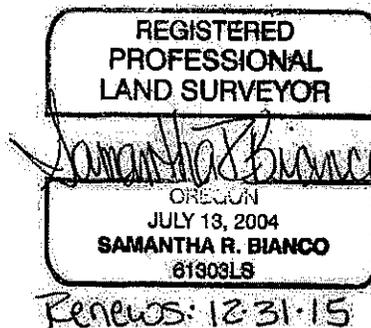
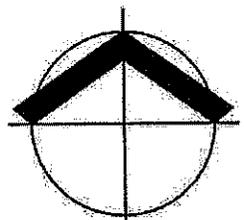
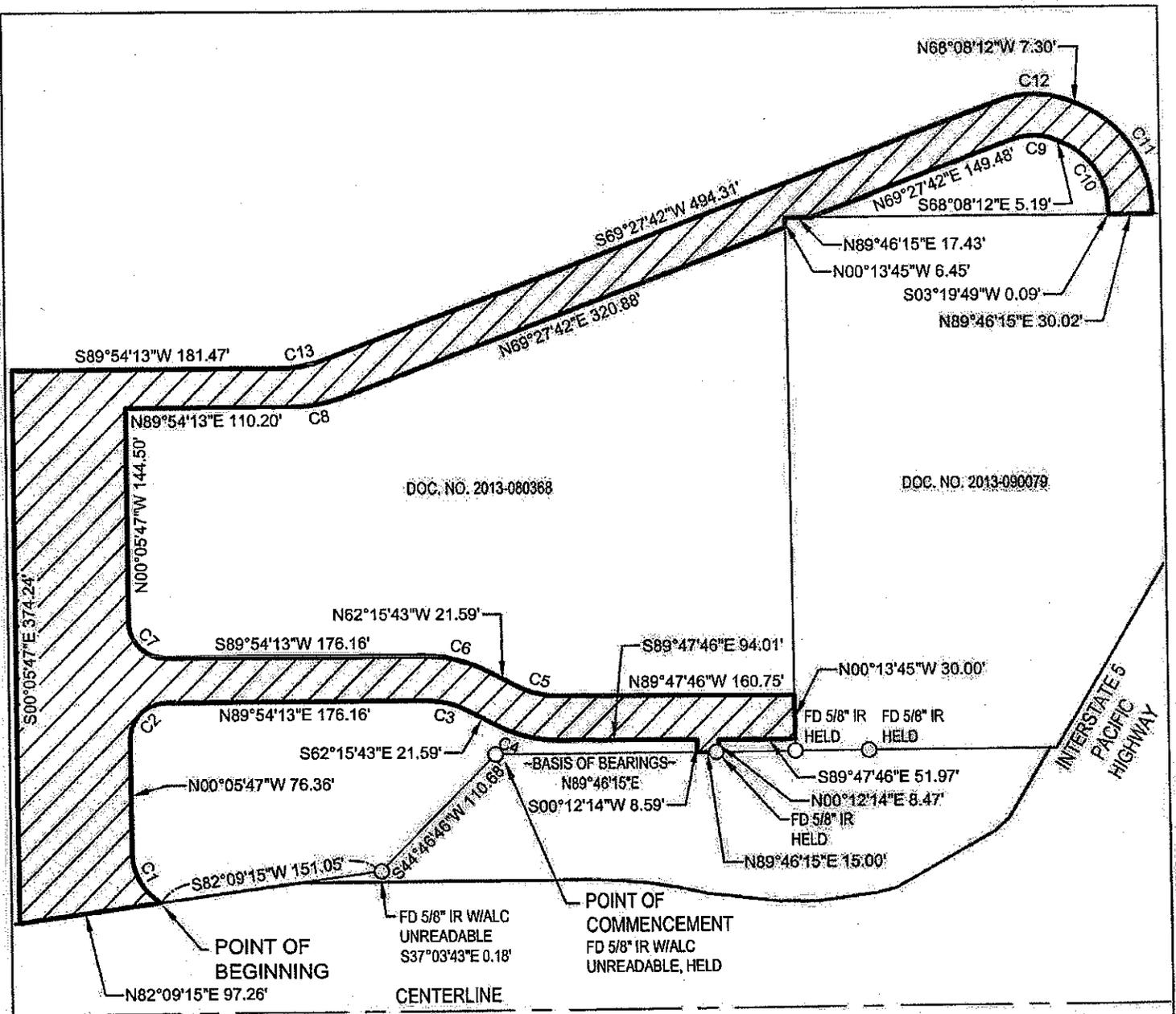


EXHIBIT "B"

SITE PLAN OF EASEMENT AREA



SCALE: 1"=100'



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

LEGEND:

AREA OF MACBALE ACCESS EASEMENT
63,669 SQUARE FEET OR
1.462 ACRES MORE OR LESS

IR = IRON ROD
ALC = ALUMINUM CAP

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"
MACBALE ACCESS
EASEMENT**

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

PROJECT NO. 21198310
DATE: 02/27/2014
BY: TLB
SCALE: 1"=100'
PAGE NO. 4 OF 5

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	41.15'	40.00'	58°56'52"	39.36'	N29°34'13"W
C2	39.27'	25.00'	90°00'00"	35.36'	N44°54'13"E
C3	29.15'	60.00'	27°50'04"	28.88'	S76°10'45"E
C4	43.25'	90.00'	27°32'03"	42.84'	S76°01'45"E
C5	28.83'	60.00'	27°32'03"	28.56'	N76°01'45"W
C6	43.72'	90.00'	27°50'04"	43.29'	N76°10'45"W
C7	39.27'	25.00'	90°00'00"	35.36'	N45°05'47"W
C8	39.96'	112.00'	20°26'31"	39.75'	N79°40'57"E
C9	26.64'	36.00'	42°24'06"	26.04'	S89°20'15"E
C10	62.37'	50.00'	71°28'01"	58.40'	S32°24'11"E
C11	94.85'	78.00'	69°40'22"	89.11'	N33°18'01"W
C12	47.36'	64.00'	42°24'06"	46.29'	N89°20'15"W
C13	30.68'	86.00'	20°26'31"	30.52'	S79°40'57"W



5415 SW WESTGATE DR, SUITE 100
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**EXHIBIT "B"
 MACBALE ACCESS
 EASEMENT**

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

PROJECT NO. 21198310
 DATE: 02/27/2014
 BY: TLB
 SCALE: 1"=100'
 PAGE NO. 5 OF 5