

RESOLUTION NO. 5193-14

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

WHEREAS, the City acquired sanitary sewer, stormwater, and water easements on May 6, 2014 to match relocation of public lines for the Nyberg Rivers development on lots owned by Tuala Northwest, LLC (Tax Map 2S124B and Tax Lots 1601, 1602, and 2100); and

WHEREAS, pursuant to ORS 271.725, 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, stormwater, and water easements that have been relocated; and

WHEREAS, the City Council finds that the City's sanitary sewer, stormwater, and water easements recorded May 22, 2012 are no longer needed for a public purpose; and

WHEREAS, the Council finds it is in the best interest of the City and the public to execute quitclaim deeds to relinquish the City's interest in the sanitary sewer, stormwater, and water easements recorded May 22, 2012.

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

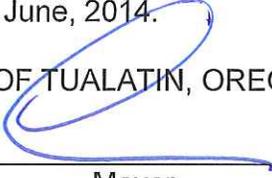
Section 1. The City of Tualatin sanitary sewer, stormwater, and water easements (Recorded Documents #2012-041253 and #2012-041254, Washington County, Oregon) over Tuala Northwest, LLC property located on Tax Map 2S124B and Tax Lots 1601, 1602, and 2100 are no longer needed for a public purpose and it is in the best interest of the City and the public to execute quitclaim deeds to release the City's interest in the easements to Tuala Northwest, LLC.

Section 2. The City Manager is authorized to execute quitclaim deeds of sanitary sewer, stormwater, and water easements (Recorded Documents #2012-041253 and #2012-041254, Washington County, Oregon) to release the City's interest in the easements to Tuala Northwest, LLC.

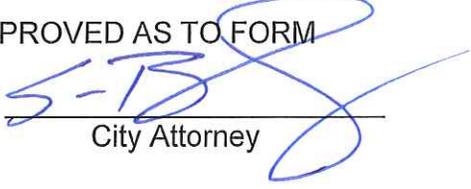
Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 23rd Day of June, 2014.

CITY OF TUALATIN, OREGON

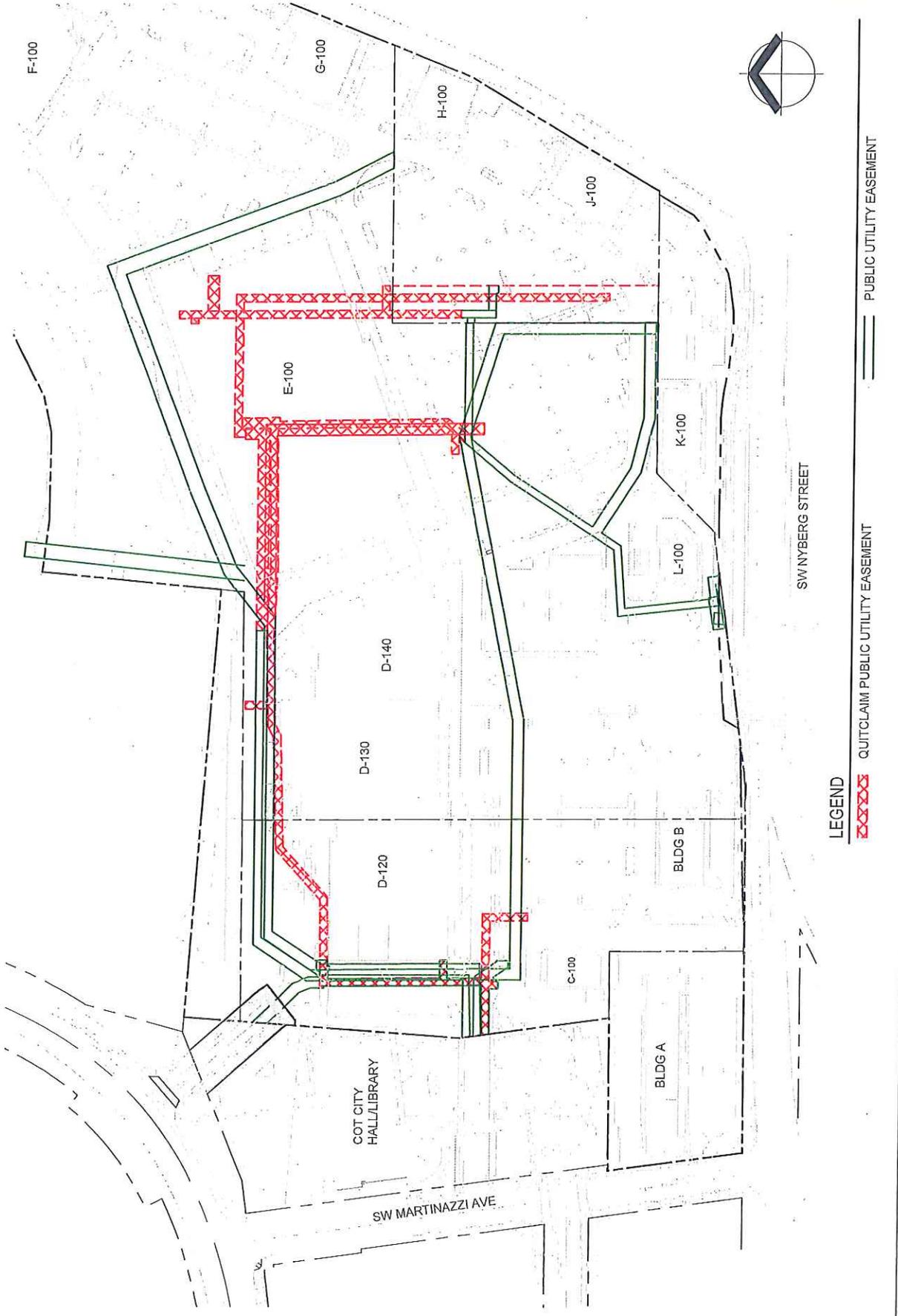
BY  _____
Mayor

APPROVED AS TO FORM

BY  _____
City Attorney

ATTEST:

BY  _____
Acting City Recorder



LEGEND
 QUITCLAIM PUBLIC UTILITY EASEMENT
 PUBLIC UTILITY EASEMENT

Washington County, Oregon

05/22/2012 09:52:09 AM

2012-041253

D-E

Cnt=1 Str=21 RECORDS1

\$70.00 \$5.00 \$11.00 \$15.00 - Total = \$101.00



01708379201200412530140140

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



After recording return to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Forward all tax statements to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

EASEMENT

Grantor: Nyberg Limited Partnership, an Oregon limited partnership

Grantee: City of Tualatin, a municipal corporation

The property, which is the subject of the Easement (the "Easement Area"), is depicted on Exhibit "A" and "A-1, Exhibit "B" and "B-1", and Exhibit "C" and "C-1" which are made a part hereof.

PERMANENT UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nyberg Limited Partnership, an Oregon limited partnership ("Grantor"), hereby grants and conveys a permanent utility easement to the City of Tualatin, a municipal corporation, ("Grantee"), subject to the conditions hereinafter set forth, as hereinafter described (the "Easement").

The property, which is the subject of the Easement (the "Easement Area"), is legally described and depicted on Exhibit "A" and "A-1", Exhibit "B" and "B-1", and Exhibit "C" and "C-1" which are made a part hereof.

The Easement shall include Grantee's right to enter upon the Easement Area to install, operate, inspect, maintain, and repair utilities and related appurtenant facilities upon the Easement Area (collectively, the "Facilities").

1. Grantee shall conduct the maintenance, repair and operation of the Facilities pursuant to this Easement at its sole cost and expense, and in such a manner that will not unreasonably or unnecessarily obstruct, interfere with or impede the ingress or egress of persons and vehicles to and from the Easement Area or the property adjacent to the Easement Area owned by Grantor(which Grantor intends to develop and which is legally described on the attached Exhibit D which is made a part hereof ("Grantor's Property")), or the orderly flow of traffic, both pedestrian and vehicular, or otherwise unnecessarily or unreasonably interfere with the normal conduct of business or the day-to-day operations on the Grantor's Property. Except in cases of emergency or to prevent an imminent risk to the public health or safety, no work shall be performed by or on behalf of Grantee during the period of November 1 through January 31 of any year. Grantor acknowledges that Grantee is responsible for maintaining its public utilities to protect the public health, safety and welfare and therefore Grantor agrees that it will work with Grantee to establish mutually agreeable times to maintain the Facilities. Grantee will avoid causing any interference, obstruction, or delay in (a) public access to or from the Grantor's Property, or any part thereof, or traffic circulation; (b) customer parking; or (c) the receiving of merchandise by any business in the Grantor's Property while maintaining the facilities.

2. Except as expressly provided below, Grantor reserves the right to use the Grantor's Property for all purposes, including, without limitation, the construction, maintenance, operation, replacement, repair and removal of roadways, curbs, gutters,

parking areas, walkways, lighting standards and poles, signs and landscaping, provided that such use does not unreasonably interfere with the operation of the Easement. However, Grantor shall not construct any building or utility upon, under or within the Easement Area during its term without the written permission of Grantee.

3. Grantee shall indemnify, defend and hold harmless Grantor, its officers, directors, members, employees, and agents and their respective successors and assigns, ("**Grantor Parties**") from any loss, liability or claims for property damage, death or bodily injury which may occur, on or about the Grantor's Property due to any negligent acts or omissions or the willful misconduct of any of the Grantee's officers, agents, or employees. Grantee shall further indemnify, defend and hold harmless Grantor Parties in connection with any mechanics or materials liens placed on the Grantor's Property due to materials supplied or work performed by or at the request of Grantee.

4. If any legal action or proceeding arising out of or relating to this Easement is brought by a party herein, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding to enforce its rights under this Easement.

5. Grantee acknowledges that Grantor may desire to relocate the Facilities from the Easement Area to another location that shall be identified as the "Replacement Easement." Upon ninety (90) days written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee shall commence a process to grant approval to relocate the Facilities to a Replacement Easement and vacate this Easement upon relocation, provided (a) Grantor provides Grantee with a suitable Replacement Easement as determined in the reasonable discretion of Grantee; (b) Grantor pays the reasonable expenses and costs associated with relocating the Facilities from this Easement to the Replacement Easement, get permits and build the replacement facilities to public standards; and (c) the Replacement Easement is granted on the same terms and conditions as those contained herein, except for this relocation provision. Upon such approval by Grantee, Grantor shall have the right to relocate the Facilities to the Replacement Easement in accordance with Grantee's approval.

Exhibit "A"

LEGAL DESCRIPTION
Nyberg II 21198310
Public Waterline Easement
April 30, 2012
Page 1 OF 3

A 10 foot strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, 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 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, 36.00 feet to the **POINT OF BEGINNING**; Thence leaving said easterly line North 89° 29' 42" East, 66.77 feet to a point herein after referred to as "Point A"; Thence North 89° 29' 42" East, 4.58 feet to a point herein after referred to as "Point B"; Thence North 00°15'13" West, 57.12 feet to a point herein after referred to as "Point C"; Thence North 00°15'13" West, 162.83 feet; Thence North 89°21'29" East, 78.38 feet to a point herein after referred to as "Point D"; Thence North 89°21'29" East, 35.09 feet; Thence North 47°35'55" East, 90.96 feet; Thence North 88°09'04" East, 151.14 feet; Thence North 62°30'16" East, 16.13 feet; Thence North 88°09'18" East, 28.02 feet to a point herein after referred to as "Point E"; Thence North 88°09'18" East, 93.48 feet; Thence South 87°18'33" East, 95.62 feet; Thence North 89°15'57" East, 188.06 feet to a point herein after referred to as "Point F"; Thence South 00°52'59" East, 235.53 feet; Thence South 39°54'48" West, 19.60 feet to a point herein after referred to as "Point G"; Thence South 39°54'48" West, 18.55 feet to a point herein after referred to as "Point H"; Thence South 39°54'48" West, 78.21 feet; Thence South 32°57'46" West, 171.84 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 **TERMINUS** of said centerline, being the southerly line of said tract of land described in Deed Document No. 87063339, Washington County Deed Records, said point being South 82°09'15" West, 64.47 feet from the northwest corner of a tract of land deeded to the Oregon State Highway Department, described as Parcel III in Book 332 Page 28, Washington County Deed Records.

Together with:

Beginning at the previously described "Point A", thence South 00°30'18" East, 12.25 feet to the terminus of said centerline.

Beginning at the previously described "Point B", thence South 89°54'34" East, 86.55 feet; Thence South 00°48'06" East, 51.50 feet to the terminus of said centerline.

Beginning at the previously described "Point C", thence North 89°29'27" East, 29.39 feet to the existing face of building and the terminus of said centerline.

LEGAL DESCRIPTION
Nyberg II 21198310
Public Waterline Easement
April 30, 2012
Page 2 OF 3

Beginning at the previously described "Point D", thence South 00°38'31" East, 7.04 feet to the existing face of building and the terminus of said centerline.

Beginning at the previously described "Point E", thence North 01°03'54" West, 30.64 feet to the terminus of said centerline.

Beginning at the previously described "Point F", thence North 89°15'57" East, 2.36 feet; Thence North 00°51'03" West, 43.36 feet to the terminus of said centerline. The North 00°51'03" West, 43.36 feet portion of said easement is 15 feet in width, lying 7.5 feet on each side of said centerline.

Beginning at the previously described "Point G", thence North 55°09'31" West, 6.43 feet; Thence North 88°26'42" West, 19.77 feet to the terminus of said centerline.

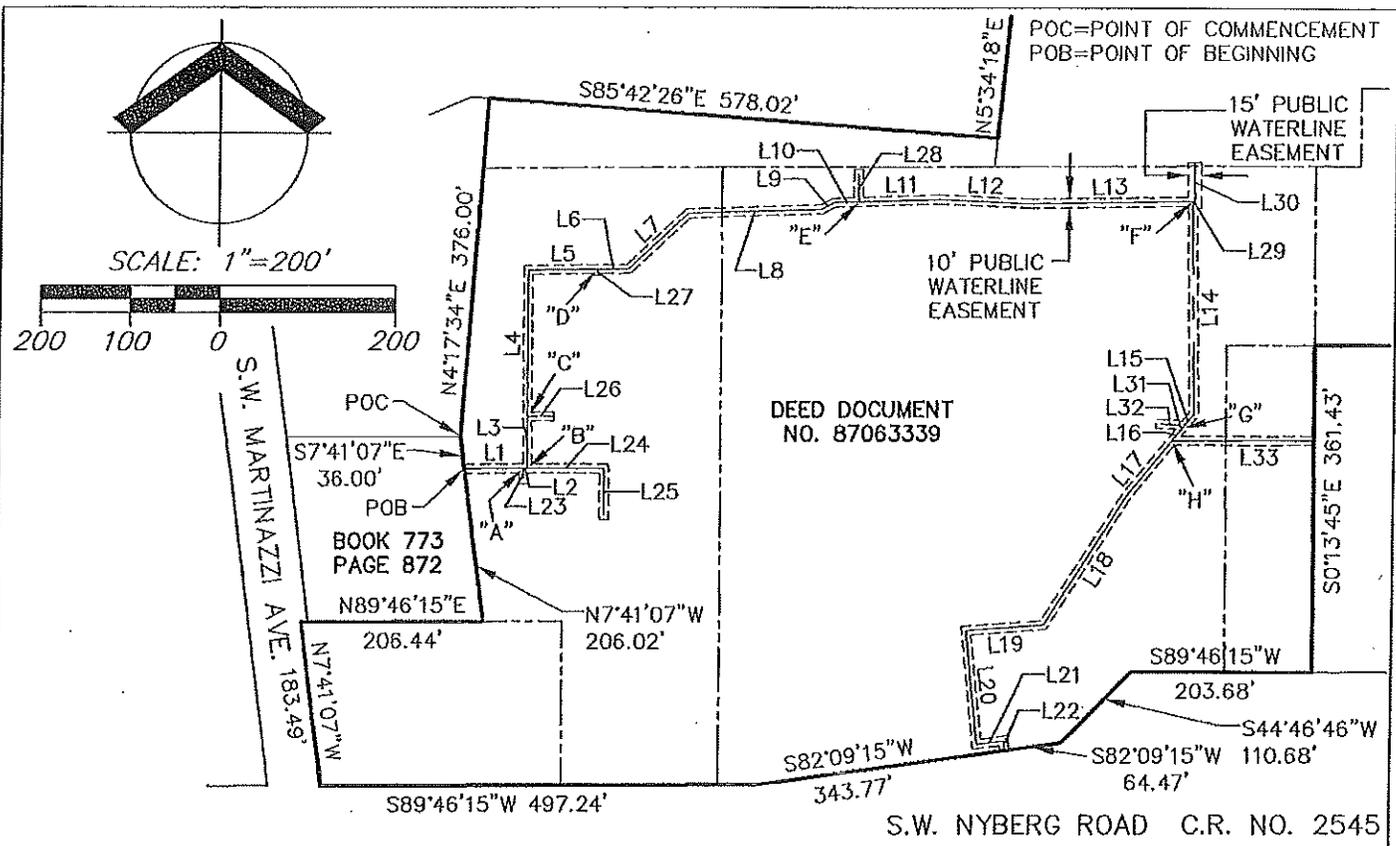
Beginning at the previously described "Point H", thence North 89°52'06" East, 158.73 feet to the to the westerly line of that Waterline Easement granted to the City of Tualatin described in Book 1005 Page 41, Washington County Deed Records, being the terminus of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the westerly, easterly, and southerly lines of said tract of land described in Deed Document No. 87063339, Washington County Deed

Contains 22,964 square feet or 0.527 acres, more or less.

The attached Exhibit "A-1" entitled "Public Waterline Easement" is made a part hereof.





LINE TABLE

Line #	Bearing	Length
L1	N89° 29' 42"E	66.77'
L2	N89° 29' 42"E	4.58'
L3	N00° 15' 13"W	57.12'
L4	N00° 15' 13"W	162.83'
L5	N89° 21' 29"E	78.38'
L6	N89° 21' 29"E	35.09'
L7	N47° 35' 55"E	90.96'
L8	N88° 09' 04"E	151.14'
L9	N62° 30' 16"E	16.13'
L10	N88° 09' 18"E	28.02'
L11	N88° 09' 18"E	93.48'
L12	S87° 18' 33"E	95.62'
L13	N89° 15' 57"E	188.06'
L14	S00° 52' 59"E	235.53'

LINE TABLE

Line #	Bearing	Length
L15	S39° 54' 48"W	19.60'
L16	S39° 54' 48"W	18.55'
L17	S39° 54' 48"W	78.21'
L18	S32° 57' 46"W	171.84'
L19	S85° 46' 32"W	87.16'
L20	S06° 12' 24"E	126.95'
L21	N82° 22' 42"E	29.99'
L22	S07° 22' 18"E	10.88'
L23	S00° 30' 18"E	12.25'
L24	S89° 54' 34"E	86.55'
L25	S00° 48' 06"E	51.50'
L26	N89° 29' 27"E	29.39'
L27	S00° 38' 31"E	7.04'
L28	N01° 03' 54"W	30.64'

LINE TABLE

Line #	Bearing	Length
L29	N89° 15' 57"E	2.36'
L30	N00° 51' 03"W	43.36'
L31	N55° 09' 31"W	6.43'
L32	N88° 26' 42"W	19.77'
L33	N89° 52' 06"E	158.73'

SEE ATTACHED LEGAL DESCRIPTION

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

EXHIBIT "A-1"
PUBLIC WATERLINE
EASEMENT
S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 4/30/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 3 OF 3

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Storm Drain Easement

April 30, 2012

Page 1 OF 2

A 15' strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, 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:

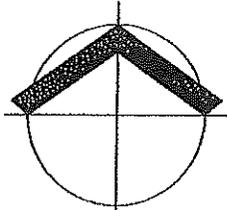
COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 22.84 feet to the **POINT OF BEGINNING**; Thence leaving said easterly line North 88° 17' 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, 679.32 feet; Thence South 00°25'37" East, 282.43 feet to the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the westerly line of said tract of land described in Deed Document No. 87063339, Washington County Deed Records

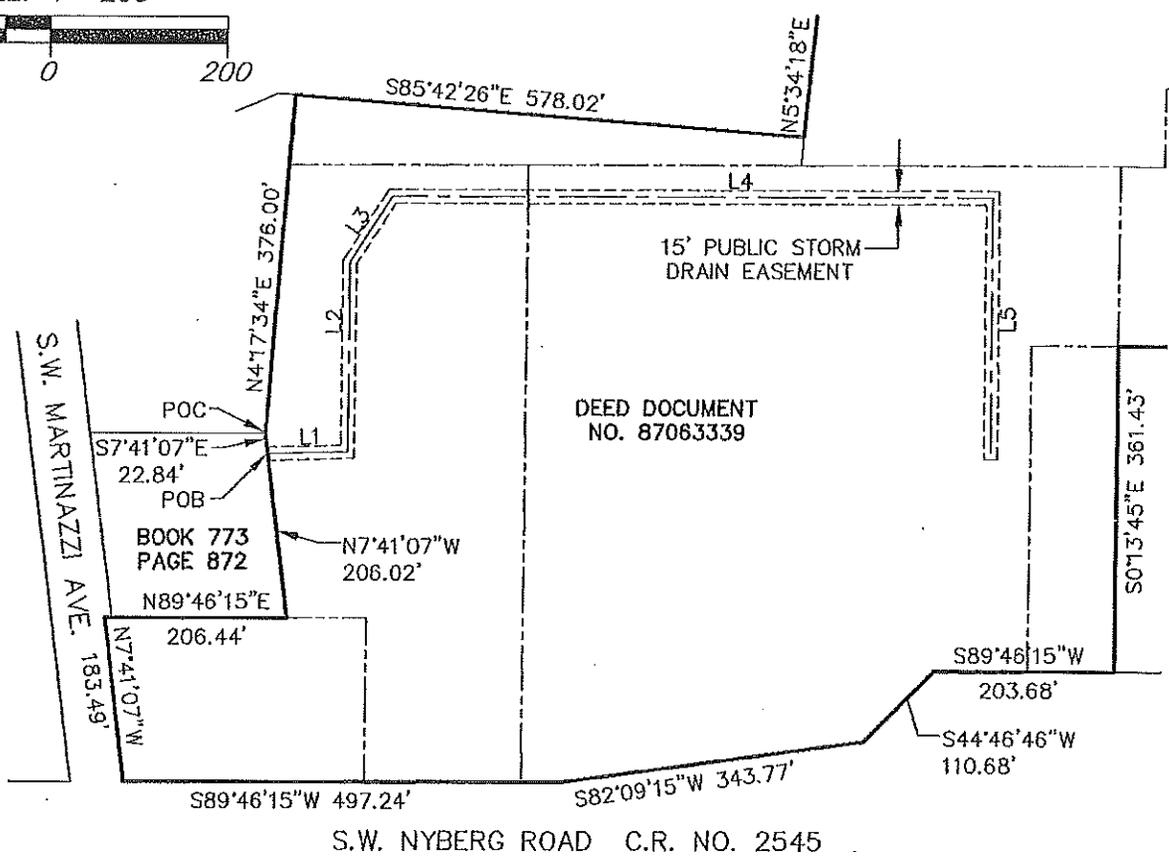
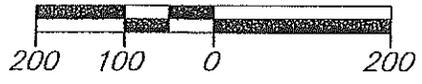
Contains 20,351 square feet or 0.467 acres, more or less.

The attached Exhibit "B-1" entitled "Public Storm Drain Easement" is made a part hereof.





SCALE: 1"=200'



POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

LINE TABLE

Line #	Bearing	Length
L1	N88° 17' 20"E	90.20'
L2	N00° 08' 20"W	210.66'
L3	N32° 58' 06"E	86.61'
L4	N89° 48' 50"E	679.32'
L5	S00° 25' 37"E	282.43'

SEE ATTACHED LEGAL DESCRIPTION



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

EXHIBIT "B-1"
PUBLIC STORM DRAIN
EASEMENT

S24, T2SN, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 4/30/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 2 OF 2

Exhibit "C"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement

April 30, 2012

Page 1 OF 2

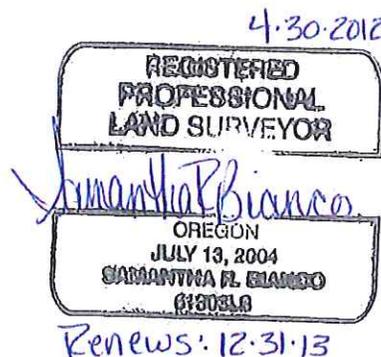
A 15' strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

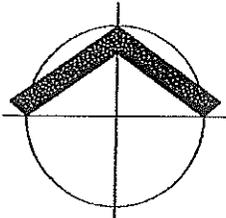
COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872; Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 12.44 feet to the **POINT OF BEGINNING**; Thence leaving said easterly line North 89° 53' 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, 684.22 feet; Thence North 00°17'03" East, 25.49 feet to the southerly line of that Sanitary Sewer Easement granted to the City of Tualatin described in Book 1005 Page 41; Washington County Deed Records, being the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the westerly and northerly lines of said tract of land described in Deed Document No. 87063339, Washington County Deed Records.

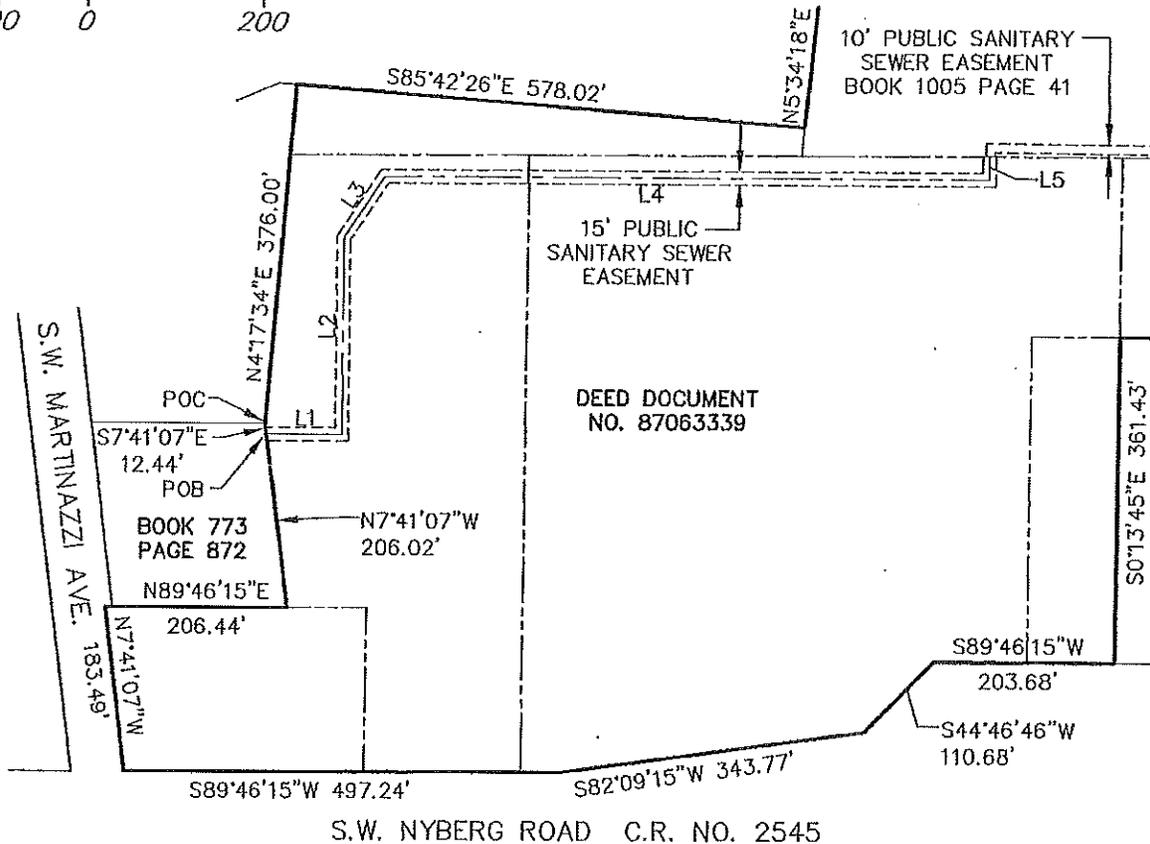
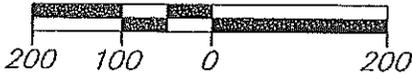
Contains 16,417 square feet or 0.377 acres, more or less.

The attached Exhibit "C-1" entitled "Public Sanitary Sewer Easement" is made a part hereof.





SCALE: 1"=200'



POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

LINE TABLE		
Line #	Bearing	Length
L1	N89° 53' 50"E	84.64'
L2	N00° 24' 10"W	218.31'
L3	N33° 37' 25"E	81.80'
L4	N89° 54' 03"E	684.22'
L5	N00° 17' 03"E	25.49'

SEE ATTACHED LEGAL DESCRIPTION



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

**EXHIBIT "C-1
PUBLIC SANITARY SEWER
EASEMENT**

S24, T2SN, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 4/30/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 2 OF 2

EXHIBIT D

PARCEL III:

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

Beginning at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon, said point also being 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 South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 105.60 feet to the Northwest corner thereof; thence South 44°46'15" West along the Westerly boundary of the last described Oregon State Highway Department Tract a distance of 110.69 feet to the Northeast corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel VII and recorded in Book 747, Page 354 and 355, Deed Records, Washington County, Oregon; thence South 82°07'50" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 343.77 feet to the Northwest corner thereof, said point being 50.00 feet from the centerline of S.W. Nyberg Street (County Road No. 1153) (when measured at right angles); thence South 89°46'15" West parallel to and 50.00 feet from the centerline of said S.W. Nyberg Street (County Road No. 1153) (when measured at right angles) a distance of 46.39 feet; thence North 00°13'45" West (perpendicular to S.W. Nyberg Street) a distance of 684.00 feet; thence North 89°46'15" East a distance of 669.00 feet; thence South 00°13'45" East (perpendicular to S.W. Nyberg Street) a distance of 560.00 feet to a point on the Northerly boundary of the aforescribed Oregon State Highway Department Tract designated as Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 98.02 feet to the true point of beginning.

EXCEPTING THEREFROM that portion described by Deed recorded as Recorder's Fee No. 2005-057472, Washington County Deed Records.

PARCEL IV:

A tract of land in the Wm. Barr Donation Land Claim, in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Commencing at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated as Parcel 3 and recorded in Book 332, Page 28, Washington County Deed Records, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Washington County Deed Records, said point being North a distance of 20.00 feet and South 89°01'15" West, 2409.30 feet and South 89°46'15" West, 320.97 feet and North 01°41'33" West, 174.06 feet from a brass cap in concrete found at the East one-quarter corner of said Section 24, said point being the true point of beginning; thence North 89°46'15" East along the Northerly line of said Oregon State Highway Department Parcel 3 Tract a distance of 98.02 feet to an iron rod; thence North 00°13'45" West, 361.49 feet (361.31 feet previous Deed) to the North line of that certain tract of land conveyed to Zira Howard and Wayne Howard in Book 498, Page 289, Washington County Deed Records; thence South 89°46'15" West along the North line of said Howard Tract 98.02 feet, more or less, to the Northwest corner of said Howard Tract; thence Southerly along the West line of said Howard Tract to the true point of beginning.

PARCEL V:

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

Beginning at a point that is South 89°46'15" West a distance of 46.39 feet from the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel 7 and recorded in Book 747, Pages 354 and 355, Deed Records, Washington County, Oregon, said point of beginning also 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 896.39 feet and North 00°13'45" West a distance of 50.00 feet from the East one-quarter corner of the above described Section 24; Thence South 89°46'15" West parallel to and 50.00 feet from (when measured at right angles) the centerline of SW Nyberg Street a distance of 178.32 feet; Thence North 00°13'45" West (perpendicular to SW Nyberg Street) a distance of 181.98 feet to a point on the Easterly extension of the Southerly boundary of a tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; Thence South 89°46'15" West along said Southerly boundary line (extended Easterly) a distance of 90.00 feet to the Southeast corner of the last described City of Tualatin Tract; Thence North 07°39'45" West along the Easterly boundary of the last described City of Tualatin Tract a distance of 206.00 feet to the Northeast corner thereof; Thence North 04°17'05" East along the Easterly boundary of a tract of land deeded to the Tualatin Fire Protection District and recorded in Book 751, Page 314 a distance of 298.66 feet; Thence North 89°46'15" East (parallel to SW Nyberg Street) a distance of 271.47 feet; Thence South 00°13'45" East (perpendicular to SW Nyberg Street) a distance of 684.00 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public for public road purposes by Deed recorded as Recorder's Fee No. 85049352, Washington County Deed Records.

PARCEL VI:

Part of the Northwest one quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way line of SW 80th Street (County Road #628) said point being at the intersection of the Northerly right of way line of SW Nyberg Street (County Road #1153) and the Easterly right of way line of SW 80th Street (County Road #628), said point being described as 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 1345.93 feet and North 07°39'45" West a distance of 50.42 feet from the East one-quarter corner of the above described Section 24.

From said point of beginning:

Thence North 07°39'45" West along the Easterly right of way line of the said SW 80th Street (County Road #628) a distance of 183.52 feet to the Southwest corner of that certain tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; thence North 89°46'15" East along the Southerly boundary of the last described City of Tualatin Tract and the Easterly extension thereof a distance of 296.43 feet; thence South 00°13'45" East a distance of 181.98 feet to the Northerly right of way line of said SW Nyberg Street (County Road #1153); thence South 89°46'15" West a distance of 272.69 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 5 feet thereof conveyed to the City of Tualatin by instrument recorded in Book 921, Page 926, Washington County Records.

AND EXCEPTING THEREFROM the tract of land dedicated to the public for roadway purposes by Deed recorded December 13, 1985, Recorder's Fee No. 85049352, Washington County Deed Records.

Washington County, Oregon

05/22/2012 09:52:09 AM

D-E Cnt=1 Stn=21 RECORDS1

\$45.00 \$5.00 \$11.00 \$15.00 - Total = \$76.00

2012-041254



01708380201200412540090092

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



After recording return to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Forward all tax statements to:

Nyberg Limited Partnership,
an Oregon limited partnership
c/o Stark Ackerman, Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

EASEMENT

Grantor: Nyberg Limited Partnership, an Oregon limited partnership

Grantee: City of Tualatin, a municipal corporation

The property, which is the subject of the Easement (the "Easement Area"), is depicted on Exhibit A which is made a part hereof.

PERMANENT UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nyberg Limited Partnership, an Oregon limited partnership ("Grantor"), hereby grants and conveys a permanent utility easement to the City of Tualatin, a municipal corporation, ("Grantee"), subject to the conditions hereinafter set forth, as hereinafter described (the "Easement").

The property, which is the subject of the Easement (the "Easement Area"), is legally described and depicted on Exhibit "A" and "A-1" which are made a part hereof.

The Easement shall include Grantee's right to enter upon the Easement Area to install, operate, inspect, maintain, and repair utilities and related appurtenant facilities upon the Easement Area (collectively, the "Facilities").

1. Grantee shall conduct the maintenance, repair and operation of the Facilities pursuant to this Easement at its sole cost and expense, and in such a manner that will not unreasonably or unnecessarily obstruct, interfere with or impede the ingress or egress of persons and vehicles to and from the Easement Area or the property adjacent to the Easement Area owned by Grantor (which Grantor intends to develop and which is legally described on the attached Exhibit B which is made a part hereof ("Grantor's Property")), or the orderly flow of traffic, both pedestrian and vehicular, or otherwise unnecessarily or unreasonably interfere with the normal conduct of business or the day-to-day operations on the Grantor's Property. Except in cases of emergency or to prevent an imminent risk to the public health or safety, no work shall be performed by or on behalf of Grantee during the period of November 1 through January 31 of any year. Grantor acknowledges that Grantee is responsible for maintaining its public utilities to protect the public health, safety and welfare and therefore Grantor agrees that it will work with Grantee to establish mutually agreeable times to maintain the Facilities. Grantee will avoid causing any interference, obstruction, or delay in (a) public access to or from the Grantor's Property, or any part thereof, or traffic circulation; (b) customer parking; or (c) the receiving of merchandise by any business in the Grantor's Property while maintaining the facilities.

2. Except as expressly provided below, Grantor reserves the right to use the Grantor's Property for all purposes, including, without limitation, the construction, maintenance, operation, replacement, repair and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs and landscaping, provided

that such use does not unreasonably interfere with the operation of the Easement. However, Grantor shall not construct any building or utility upon, under or within the Easement Area during its term without the written permission of Grantee.

3. Grantee shall indemnify, defend and hold harmless Grantor, its officers, directors, members, employees, and agents and their respective successors and assigns, ("**Grantor Parties**") from any loss, liability or claims for property damage, death or bodily injury which may occur, on or about the Grantor's Property due to any negligent acts or omissions or the willful misconduct of any of the Grantee's officers, agents, or employees. Grantee shall further indemnify, defend and hold harmless Grantor Parties in connection with any mechanics or materials liens placed on the Grantor's Property due to materials supplied or work performed by or at the request of Grantee.

4. If any legal action or proceeding arising out of or relating to this Easement is brought by a party herein, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding to enforce its rights under this Easement.

5. Grantee acknowledges that Grantor may desire to relocate the Facilities from the Easement Area to another location that shall be identified as the "Replacement Easement." Upon ninety (90) days written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee shall commence a process to grant approval to relocate the Facilities to a Replacement Easement and vacate this Easement upon relocation, provided (a) Grantor provides Grantee with a suitable Replacement Easement as determined in the reasonable discretion of Grantee; (b) Grantor pays the reasonable expenses and costs associated with relocating the Facilities from this Easement to the Replacement Easement, get permits and build the replacement facilities to public standards; and (c) the Replacement Easement is granted on the same terms and conditions as those contained herein, except for this relocation provision. Upon such approval by Grantee, Grantor shall have the right to relocate the Facilities to the Replacement Easement in accordance with Grantee's approval.

DATED this 2 day of May, 2012

Nyberg Limited Partnership, an Oregon limited partnership

By: NLP General Partners, LLC
Its: General Partner

By: [Signature]
Arne Nyberg, Manager

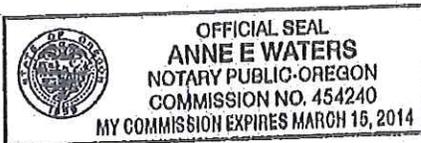
State of _____)
County of _____) ss.
County of _____)

On this the 2nd day of May, 2012, before me, the undersigned, personally appeared, Arne Nyberg, manager, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
Notary Public for Oregon

My Commission Expires: 3/15/14



CITY OF TUALATIN,
A Municipal corporation

APPROVED AS TO LEGAL FORM

Brenda L. Brader
CITY ATTORNEY

By: _____

By: _____

State of Oregon)
) ss.
County of Washington)

On this the 14th day of May, 2012, before me, the undersigned, personally appeared, Lou Ogden, who acknowledged himself to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Maureen A Smith
Notary Public for Oregon

My Commission Expires: July 4, 2013



State of Oregon)
) ss.
County of Washington)

On this the 14th day of May, 2012, before me, the undersigned, personally appeared, Sherilyn Lombos, who acknowledged ^{herself} _{MS} to be whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Maureen A Smith
Notary Public for Oregon

My Commission Expires: July 4, 2013



Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer & Public Access Easements

May 1, 2012

Page 1 OF 2

Public Sanitary Sewer Easement

A 15' strip of land lying within that tract of land conveyed to Nyberg Limited Partnership, an Oregon limited partnership per Deed Document No. 87063339, 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 northwest corner of a tract of land deeded to the Oregon State Highway Department, described as Parcel III in Book 332 Page 28, Washington County Deed Records, thence along the southerly line of that tract of land described in Deed Document No. 87063339, Washington County Deed Records South 82°09'15" West, 118.55 feet to the **POINT OF BEGINNING**; Thence leaving said southerly line North 04°50'30" East, 10.38 feet to a point herein after referred to as "Point A", and the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at the southerly line of said tract of land described in Deed Document No. 87063339, Washington County Deed Records.

Contains 229 square feet or 0.005 acres, more or less.

Public Access Easement

Together with a 15 foot Access Easement, lying 7.5 feet on each side of the following described centerline:

Beginning at the previously described "Point A", thence South 79°52'41" West, 7.08 feet to the terminus of said centerline.

Beginning at the previously described "Point A", thence North 79°52'41" East, 21.92 feet to the terminus of said centerline.

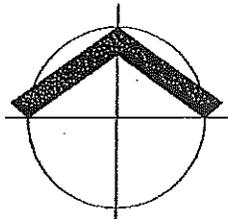
Contains 660 square feet or 0.015 acres, more or less.

The attached Exhibit "A-1" entitled "Public Sanitary Sewer & Public Access Easement" is made a part hereof.

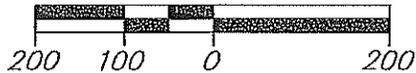
5.1.12



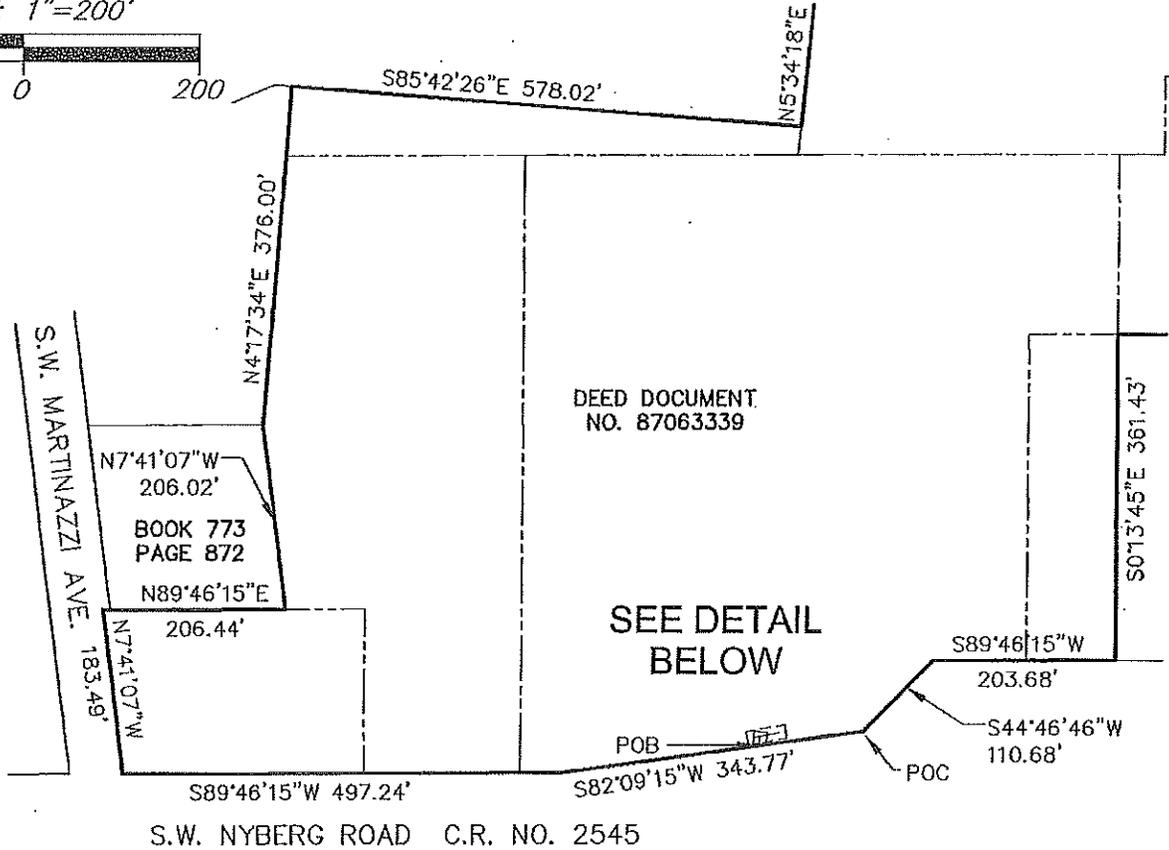
Renews: 12.31.13



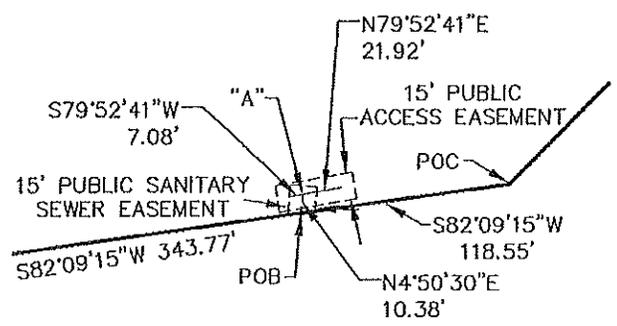
SCALE: 1"=200'



POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING



**DETAIL
NOT TO SCALE**



SEE ATTACHED LEGAL DESCRIPTION



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

**EXHIBIT "A-1"
PUBLIC SANITARY SEWER &
PUBLIC ACCESS EASEMENTS**

S24, T2SN, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21298310
DATE: 5/1/2012
BY: EDL/SRB
SCALE: 1"=200'
PAGE NO. 2 OF 2

EXHIBIT B

PARCEL III:

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

Beginning at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon, said point also being 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 South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 105.60 feet to the Northwest corner thereof; thence South 44°46'15" West along the Westerly boundary of the last described Oregon State Highway Department Tract a distance of 110.69 feet to the Northeast corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel VII and recorded in Book 747, Page 354 and 355, Deed Records, Washington County, Oregon; thence South 82°07'50" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 343.77 feet to the Northwest corner thereof, said point being 50.00 feet from the centerline of S.W. Nyberg Street (County Road No. 1153) (when measured at right angles); thence South 89°46'15" West parallel to and 50.00 feet from the centerline of said S.W. Nyberg Street (County Road No. 1153) (when measured at right angles) a distance of 46.39 feet; thence North 00°13'45" West (perpendicular to S.W. Nyberg Street) a distance of 684.00 feet; thence North 89°46'15" East a distance of 669.00 feet; thence South 00°13'45" East (perpendicular to S.W. Nyberg Street) a distance of 560.00 feet to a point on the Northerly boundary of the aforescribed Oregon State Highway Department Tract designated as Parcel III and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon; thence South 89°46'15" West along the Northerly boundary of the last described Oregon State Highway Department Tract a distance of 98.02 feet to the true point of beginning.

EXCEPTING THEREFROM that portion described by Deed recorded as Recorder's Fee No. 2005-057472, Washington County Deed Records.

PARCEL IV:

A tract of land in the Wm. Barr Donation Land Claim, in the Northwest one-quarter of Section 24, Township 2 South, Range 1 West, of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Commencing at the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated as Parcel 3 and recorded in Book 332, Page 28, Washington County Deed Records, said point also being the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Washington County Deed Records, said point being North a distance of 20.00 feet and South 89°01'15" West, 2409.30 feet and South 89°46'15" West, 320.97 feet and North 01°41'33" West, 174.06 feet from a brass cap in concrete found at the East one-quarter corner of said Section 24, said point being the true point of beginning; thence North 89°46'15" East along the Northerly line of said Oregon State Highway Department Parcel 3 Tract a distance of 98.02 feet to an iron rod; thence North 00°13'45" West, 361.49 feet (361.31 feet previous Deed) to the North line of that certain tract of land conveyed to Zira Howard and Wayne Howard in Book 498, Page 289, Washington County Deed Records; thence South 89°46'15" West along the North line of said Howard Tract 98.02 feet, more or less, to the Northwest corner of said Howard Tract; thence Southerly along the West line of said Howard Tract to the true point of beginning.

PARCEL V:

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

Beginning at a point that is South 89°46'15" West a distance of 46.39 feet from the Northwest corner of a tract of land deeded to the Oregon State Highway Department and designated Parcel 7 and recorded in Book 747, Pages 354 and 355, Deed Records, Washington County, Oregon, said point of beginning also 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 896.39 feet and North 00°13'45" West a distance of 50.00 feet from the East one-quarter corner of the above described Section 24; Thence South 89°46'15" West parallel to and 50.00 feet from (when measured at right angles) the centerline of SW Nyberg Street a distance of 178.32 feet; Thence North 00°13'45" West (perpendicular to SW Nyberg Street) a distance of 181.98 feet to a point on the Easterly extension of the Southerly boundary of a tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; Thence South 89°46'15" West along said Southerly boundary line (extended Easterly) a distance of 90.00 feet to the Southeast corner of the last described City of Tualatin Tract; Thence North 07°39'45" West along the Easterly boundary of the last described City of Tualatin Tract a distance of 206.00 feet to the Northeast corner thereof; Thence North 04°17'05" East along the Easterly boundary of a tract of land deeded to the Tualatin Fire Protection District and recorded in Book 751, Page 314 a distance of 298.66 feet; Thence North 89°46'15" East (parallel to SW Nyberg Street) a distance of 271.47 feet; Thence South 00°13'45" East (perpendicular to SW Nyberg Street) a distance of 684.00 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated to the public for public road purposes by Deed recorded as Recorder's Fee No. 85049352, Washington County Deed Records.

PARCEL VI:

Part of the Northwest one quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way line of SW 80th Street (County Road #628) said point being at the intersection of the Northerly right of way line of SW Nyberg Street (County Road #1153) and the Easterly right of way line of SW 80th Street (County Road #628), said point being described as 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 1345.93 feet and North 07°39'45" West a distance of 50.42 feet from the East one-quarter corner of the above described Section 24.

From said point of beginning:

Thence North 07°39'45" West along the Easterly right of way line of the said SW 80th Street (County Road #628) a distance of 183.52 feet to the Southwest corner of that certain tract of land deeded to the City of Tualatin and recorded in Book 773, Page 872, Deed Records, Washington County, Oregon; thence North 89°46'15" East along the Southerly boundary of the last described City of Tualatin Tract and the Easterly extension thereof a distance of 296.43 feet; thence South 00°13'45" East a distance of 181.98 feet to the Northerly right of way line of said SW Nyberg Street (County Road #1153); thence South 89°46'15" West a distance of 272.69 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 5 feet thereof conveyed to the City of Tualatin by Instrument recorded in Book 921, Page 926, Washington County Records.

AND EXCEPTING THEREFROM the tract of land dedicated to the public for roadway purposes by Deed recorded December 13, 1985, Recorder's Fee No. 85049352, Washington County Deed Records.