

RESOLUTION NO. 5200-14

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RECIPROCAL LICENSE FOR SHARED PARKING

WHEREAS, with the construction of the Seneca Street extension, new parking facilities need to be constructed in the area south of Seneca Street; and

WHEREAS, the City and CenterCal each control land south of the proposed Seneca Street extension; and

WHEREAS, the City and CenterCal each intend to use land south of Seneca Street for parking; and

WHEREAS, the City and CenterCal find it is in their mutual benefit to expand parking opportunities south of Seneca Street by sharing parking spaces; and

WHEREAS, the City and CenterCal negotiated a Reciprocal License for Shared Parking Agreement to allow shared parking;

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

**Section 1.** The City Council finds it is in the public interest to partner with CenterCal to expand parking opportunities at the parking area south of the proposed Seneca Street extension.

**Section 2.** The City Manager is authorized to execute the Reciprocal License for Shared Parking, which is set forth in Attachment A.

**Section 3.** This resolution is effective upon adoption.

Adopted by the City Council this 23<sup>rd</sup> day of June, 2014.

CITY OF TUALATIN, OREGON

BY   
Mayor

APPROVED AS TO FORM

BY   
City Attorney

ATTEST:

BY   
Acting City Recorder

## RECIPROCAL LICENSE FOR SHARED PARKING

**THIS RECIPROCAL LICENSE FOR SHARED PARKING** (this "**Agreement**") is made and entered into by and between NYBERG CENTERCAL II, L.L.C., a Delaware limited liability company (hereinafter referred to as "**Developer**"), and THE CITY OF TUALATIN, an Oregon municipal corporation (hereinafter referred to as "**City**") and collectively referred to as "**Parties**."

### RECITALS

**WHEREAS**, Developer is the ground lessee of certain property located in Tualatin, Oregon, which is legally described on Exhibit "A-1" and depicted on "Exhibit B" (the "**Developer Property Parking Area**");

**WHEREAS** City is the owner of that certain property located immediately adjacent to the Developer Property Parking Area in Tualatin, Oregon which is legally described on Exhibit "A-2" and depicted on "Exhibit B" (the "**City Property Parking Area**");

**WHEREAS**, the Parties wish to create a shared parking arrangement over both Developer Property Parking Area and City Property Parking Area under the terms of this Agreement.

**NOW, THEREFORE**, for the mutual benefit and consideration of the Parties, the sufficiency of which is hereby acknowledged, Developer and City do hereby agree as follows:

**Section 1. Effective Date and Term of Contract.** This contract becomes effective on the date of the last signature hereon, and ends on July 31, 2087.

### **Section 2. Shared Parking Area.**

- 2.1 Developer hereby grants to City, a nonexclusive license to use Developer Property Parking Area, for ingress and egress, and for the parking of passenger motor vehicles.
- 2.2 City hereby grants to Developer, its customers, invitees, and employees, a nonexclusive license to use City Property Parking Area for ingress and egress, and for the parking of passenger motor vehicles.
- 2.3 The Developer Property Parking Area and the City Property Parking Area are hereafter collectively referred to as the "**Shared Parking Area**."
- 2.4 The Shared Parking Area will consist of twenty-eight (28) parking spaces, which are more fully depicted on Exhibit B, with eleven (11) parking spaces being located on the Developer Property Parking Area, and

seventeen (17) spaces being located on the City Property Parking Area. Any additional parking spaces in the City Property Parking Area are reserved for the exclusive use by the City and as solely determined by the City and the additional parking spaces are not subject to this Agreement.

### **Section 3. Limitations on Use.**

- 3.1 Any activity within the Shared Parking Area other than its primary purpose to provide parking for the customers and invitees of Developer and the customers and invitees of City is permitted so long as such activity does not unreasonably interfere with such primary purpose.
- 3.2 Persons using the Shared Parking Area in accordance with this Agreement will not be charged any fee for such use unless required by governmental agencies having jurisdiction over the Shared Parking Area.

### **Section 4. Improvement of Shared Parking Area.**

- 4.1 City will contract and pay, or cause to be contracted for or pay, for the initial construction of the Shared Parking Area in accordance with the plans and specifications reasonably approved by City and Developer, as soon as reasonably practicable, but not later than October 31, 2014.
- 4.2 Future improvements to the Shared Parking Area will be as established by mutual agreement of Parties.

### **Section 5. Operation and Maintenance of Shared Parking Area.**

- 5.1 City and Developer may from time-to-time adopt rules and regulations pertaining to the use of the Shared Parking Area on their parcels consistent with the balance of the property owned by City and Developer, respectively.
- 5.2 City and Developer agree to reasonably cooperate with each other to not overburden the Shared Parking Area.
- 5.3 City will maintain the Shared Parking Area in a manner consistent with first-class commercial or office properties, as the case may be, located within the same geographic area as the Shared Parking Area, and in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and the provisions of this Agreement.
- 5.4 City will be responsible for all maintenance activities and expenses of the

Shared Parking Area, subject to, and conditioned upon, yearly budgetary appropriation.

- 5.5 The size and number of signs, and the design and location of all signs on the Shared Parking Area shall be subject to the approval of City and Developer, not to be unreasonably withheld, conditioned or delayed.
- 5.6 In the event City is not performing its maintenance obligations as required hereunder, then Developer shall have the right to notify City in writing, specifying the areas where and ways in which City is not maintaining the Shared Parking Area as required by this Agreement. The Parties will then meet in good faith to try to resolve the issue. Upon mutual resolution, the Parties will reduce the resolution to writing and a timeline for completion. Notwithstanding the foregoing, in the event that City fails to maintain the Shared Parking Area as required by this Agreement due to a lack of budgetary appropriation, Developer shall have the right, but not the obligation, in its sole and absolute discretion, to take over the maintenance on the Developer Property Area by providing City thirty (30) days prior written notice.

#### **Section 6. Relocation.**

- 6.1 Either Party may desire to relocate their part of the Shared Parking Area to another location. Upon ninety (90) days written notice from the Party desiring to relocate, the Parties will negotiate in good faith to resolve the relocation, which may include, but is not limited to: (a) providing a suitable replacement Parking Area in reasonable proximity to the existing Shared Parking Area; (b) improvements to the existing Shared Parking Area; and/or (c) monetary contributions.

#### **Section 7. Indemnification.**

- 7.1 Developer hereby defends, indemnifies and saves the City harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from the Developer Property Parking Area, except if caused by the act or negligence of the City or its agents, customers or invitees.
- 7.2 City hereby defends, indemnifies and saves the Developer harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from the City Property Parking Area, except if caused by the act or negligence of the Developer or its agents, customers or invitees.

## **Section 8. Insurance.**

- 8.1 Each Party must procure and maintain in full force and effect throughout the term of this Agreement reasonable and customary general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, such insurance to afford protection at commercially reasonable limits. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by such Party that may cover other property in addition to the property covered by this Easement.

## **Section 9. Default; Force Majeure.**

- 9.1 Failure by either Party to perform any of its obligations hereunder in the manner herein required and the continuance of such failure for fourteen (14) calendar days after receipt of notice from the other Party specifying such failure constitutes a breach of this Agreement; provided, however, if such failure cannot be cured within the 14-day period prescribed herein and the defaulting Party is diligently pursuing the same, the 14-day period will be extended (not to exceed thirty (30) days) or as is reasonably necessary to effect such cure so long as the defaulting Party is diligently pursuing the same.
- 9.2 In the event any Party hereto is delayed in the performance of its construction, maintenance and/or repair obligations, by reasons of strikes; lockouts; labor disputes; Acts of God; inability to procure labor, materials, or reasonable substitutes therefore; or is at any time be so delayed by reason of the diminution of power or power failure(s); restrictive governmental laws or controls; judicial orders; enemy or hostile governmental action; civil commotion; war; riots; acts of terrorism; fire or other casualty, or other reasons not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, that the time for performance will in no event be extended due to financial or economic problems of any Party. It is a condition of any Party's right to claim an extension of time as a result hereof that such Party notify the other Parties in writing within fourteen (14) calendar days after such Party obtains knowledge that a force majeure event will give rise to a delay, specifying the nature thereof and the period of time contemplated or necessary for performance.

## **Section 10. Remedies and Disputes.**

**10.1 Dispute Resolution.** The Parties must exercise good faith and due diligence to resolve any disputes that may arise between them pertaining to timeliness, performance, cost, schedule, scope, quality or other terms and conditions of this Agreement. The Parties will work amicably to resolve disputes. If a dispute cannot be resolved, the Parties must submit the matter to mediation. The mediator must be chosen by mutual agreement. If a mediator cannot be agreed upon, the Parties will present the dispute to a mediator selected by the Presiding Judge of Washington County Circuit Court. The mediation fee will be borne equally by the Parties. Only if the dispute cannot be resolved through discussion, negotiation or mediation, may a Party pursue resolution by filing a complaint in the Washington County Circuit Court to litigate the claim.

**10.2 Remedies.** If City or Developer should default in the obligations under this Agreement, then, subject to the Dispute Resolution Clause and any limitation of remedies contained elsewhere in this Agreement, the non-defaulting Party has the right to any remedy available at law or equity, including specific performance.

**10.3 Prevailing Party.** In the event of breach of this Agreement, the unsuccessful Party in any court action will pay to the prevailing Party such damages as may be proven and a reasonable sum for attorneys' fees, which will be deemed to have accrued on the date such action was filed in Washington County Circuit Court.

**Section 11. Notice to Parties.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder must be given in one or more of the following ways:

**11.1 Notice By Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.

**11.2 Notice by Facsimile.** Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Representative. To be effective against Developer, any notice transmitted by facsimile must be confirmed by telephone notice to Jean Paul Wardy or Fred W. Bruning.

**11.3 Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email

system.

**11.4 Notice to Representatives.** Unless otherwise notified in writing as set forth above, notices must be given to:

**11.4.1 City's Representative**  
**Sherilyn Lombos**  
**City Manager**  
**18880 SW Martinazzi Avenue**  
**Tualatin, Oregon 97062**  
**Phone: 503.691.3010**  
**Fax: 503.692.5421**  
**Email: slombos@ci.tualatin.or.us**

**11.5.2 Developer's Representative**  
**Nyberg CenterCal II, LLC,**  
**1600 East Franklin Street**  
**El Segundo, California 90245**  
**Attn: Fred W. Bruning and Jean Paul Wardy**  
**Phone: 310-563-6900**  
**Fax: 310- 563-6905**  
**Email: fbruning @centercal;.com;**  
**jwardy@centercal.com**

**11.6 Change of Representative.** If a Party's Representative is changed, notification of the change must be promptly made in writing to the other Party. If a Party receives a communication from the other Party not executed by the Party's Representative, the Party may request clarification by the other Party's Representative, which must be promptly furnished.

## **Section 12. General Provisions.**

**12.1 Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

**12.2 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered must not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

**12.3 Governing Law.** This Agreement will be construed and enforced under Oregon law. This Agreement will not be construed against either Party

regardless of which Party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

**12.4 Assignment of Agreement.** No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other Party without the written consent of the Party sought to be bound, which may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing Developer may assign this Agreement to subsequent owners of the leasehold estate in the Developer Property Parking Area, the fee owner of the Developer Property Parking Area and to Developer's lender without the consent of City. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

**12.5 Successors and Assigns.** The provisions of this Agreement are binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns.

**12.6 Severability.** If any term or provision of this Agreements is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**12.7 Waiver.** No waiver, consent, modification or change of terms of this Agreement binds the Parties unless in writing and signed by both Parties and all necessary City approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. Whenever under this Agreement either Party, by a proper authority, waives either Party's performance in any respect or waives a requirement or condition of either Party's performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver forever of subsequent instances of the performance, requirement or condition. No such waiver will be construed as a modification of the Agreement regardless of the number of times that either Party may have waived performance, requirement, or condition.

## **Section 13. Termination.**

**13.1** This Agreement may be terminated by either Party giving two (2) years' prior written notice to the other Party. Upon notice of termination, the Parties will negotiate in good faith to resolve the parking and other issues related to the termination.



**13.2** Notwithstanding section 13.1, this Agreement cannot be terminated by either Party until after the expiration of ten (10) years from the Effective Date of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement and agree to be bound by the terms herein.


**CITY OF TUALATIN**

**DEVELOPER**

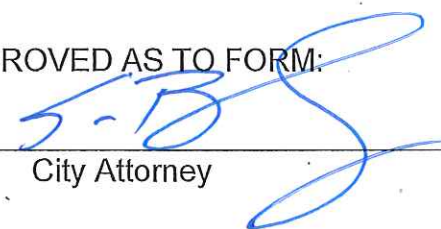
Nyberg CenterCal II, LLC,  
a Delaware Limited Liability Company

By: CenterCal, LLC  
a Delaware Limited Liability Company  
Its: Sole Member

By: CenterCal Associates, LLC,  
a Delaware Limited Liability Company  
Its: Manager

By:   
\_\_\_\_\_  
SHERILYN LOMBOS (Date)  
City Manager

By:  07.24.14  
\_\_\_\_\_  
(Date)

APPROVED AS TO FORM:  
By:   
\_\_\_\_\_  
City Attorney

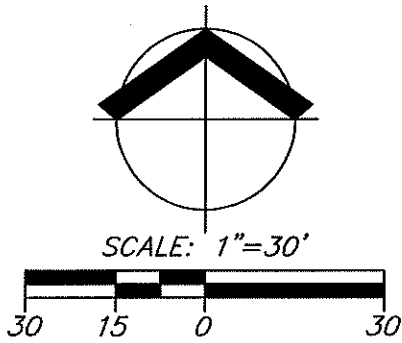
**Exhibit A-1**  
**LEGAL DESCRIPTION OF DEVELOPER PROPERTY PARKING AREA**

A portion of that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company described as Parcel VI, Document No. 2012-062598, 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, being more particularly described as follows:

**COMMENCING** at the Southeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the southerly line of said tract South 89°46'15" West, 15.27 feet to the **POINT OF BEGINNING**; Thence along said southerly line South 89°46'15" West, 169.31 feet; Thence leaving said southerly line South 00°14'26" East, 19.31 feet; Thence North 89°45'34" East, 4.00 feet to a point of curvature; Thence along the arc of a 2.00 foot radius arc concave southwesterly, through a central angle of 90°00'00" an arc distance of 3.14 feet (the long chord of which bears South 45°14'26" East, 2.83 feet); Thence South 00°14'26" East, 16.50 feet; Thence North 89°45'34" East, 54.00 feet; Thence North 00°14'26" West, 15.50 feet to a point of curvature; Thence along the arc of a 3.00 foot radius arc concave southeasterly, through a central angle of 90°00'00" an arc distance of 4.71 feet (the long chord of which bears North 44°45'34" East, 4.24 feet); Thence North 89°45'34" East, 3.00 feet to a point of curvature; Thence along the arc of a 3.00 foot radius arc concave southwesterly, through a central angle of 90°00'00" an arc distance of 4.71 feet (the long chord of which bears South 45°14'26" East, 4.24 feet); Thence South 00°14'26" East, 15.50 feet; Thence North 89°45'34" East, 45.00 feet; Thence North 00°14'26" West, 18.00 feet; Thence North 89°45'34" East, 26.67 feet; Thence North 00°14'26" West, 2.28 feet to a point of curvature; Thence along the arc of a 3.00 foot radius arc concave southeasterly, through a central angle of 90°00'00" an arc distance of 4.71 feet (the long chord of which bears North 44°45'34" East, 4.24 feet); Thence North 89°45'34" East, 1.30 feet to a point of curvature; Thence along the arc of a 10.47 foot radius arc concave southeasterly, through a central angle of 34°41'08" an arc distance of 6.34 feet (the long chord of which bears South 72°53'52" East, 6.24 feet) to a point of non-tangency; Thence South 54°42'38" East, 22.61 feet to a point of curvature; Thence along the arc of a 42.00 foot radius arc concave northeasterly, through a central angle of 08°43'54" an arc distance of 6.40 feet (the long chord of which bears South 59°04'35" East, 6.39 feet) to a point of reverse curvature;

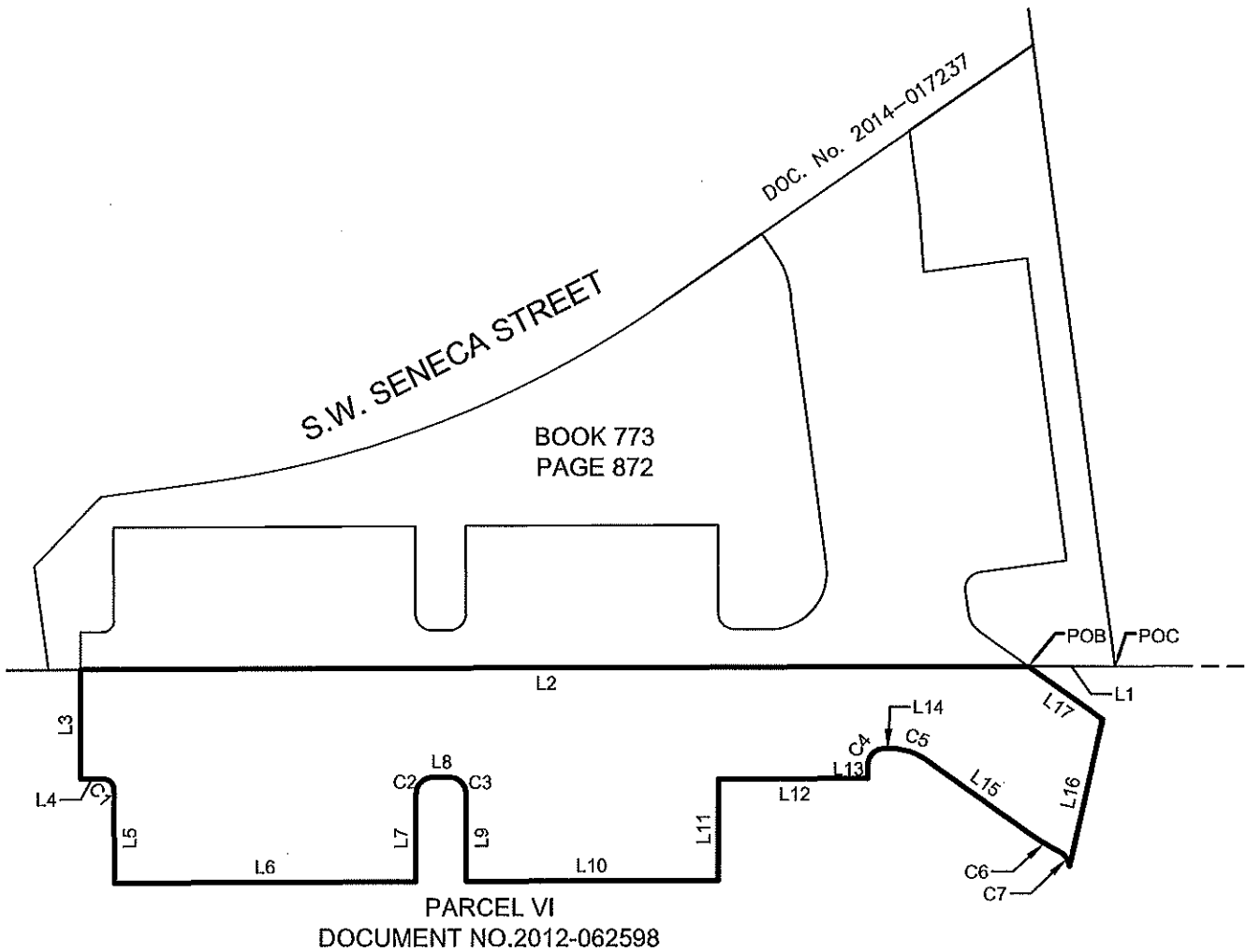
Thence along the arc of a 3.00 foot radius arc concave southwesterly, through a central angle of  $62^{\circ}21'26''$  an arc distance of 3.27 feet (the long chord of which bears South  $32^{\circ}15'49''$  East, 3.11 feet) to a point of non-tangency; Thence North  $12^{\circ}41'32''$  East, 26.75 feet; Thence North  $54^{\circ}42'38''$  West, 16.13 feet to the **POINT OF BEGINNING**.

Contains 5,440 square feet or 0.125 acres, more or less.



**LEGEND:**

C#	- CURVE TABLE REFERENCE
L#	- LINE TABLE REFERENCE
POC	- POINT OF COMMENCEMENT
POB	- POINT OF BEGINNING



Parcel Line Table		
Line #	Length	Bearing
L1	15.27'	S89° 46' 15"W
L2	169.31'	S89° 46' 15"W
L3	19.31'	S0° 14' 26"E
L4	4.00'	N89° 45' 34"E
L5	16.50'	S0° 14' 26"E
L6	54.00'	N89° 45' 34"E
L7	15.50'	N0° 14' 26"W
L8	3.00'	N89° 45' 34"E
L9	15.50'	S0° 14' 26"E

Parcel Line Table		
Line #	Length	Bearing
L10	45.00'	N89° 45' 34"E
L11	18.00'	N0° 14' 26"W
L12	26.67'	N89° 45' 34"E
L13	2.28'	N0° 14' 26"W
L14	1.30'	N89° 45' 34"E
L15	22.61'	S54° 42' 38"E
L16	26.75'	N12° 41' 32"E
L17	16.13'	N54° 42' 38"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	3.14'	2.00'	90°00'00"	2.83'	S45°14'26"E
C2	4.71'	3.00'	90°00'00"	4.24'	N44°45'34"E
C3	4.71'	3.00'	90°00'00"	4.24'	S45°14'26"E
C4	4.71'	3.00'	90°00'00"	4.24'	N44°45'34"E
C5	6.34'	10.47'	34°41'08"	6.24'	S72°53'52"E
C6	6.40'	42.00'	8°43'54"	6.39'	S59°04'35"E
C7	3.27'	3.00'	62°21'26"	3.11'	S32°15'49"E

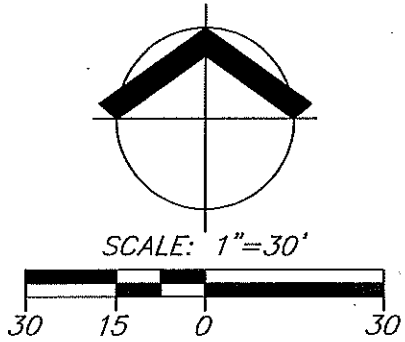
**Exhibit A-2**  
**LEGAL DESCRIPTION OF CITY PROPERTY PARKING AREA**

A portion of that tract of land conveyed to the City of Tualatin described in Book 773 Page 872, 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, being more particularly described as follows:

**COMMENCING** at the Southeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the southerly line of said tract South 89°46'15" West, 15.27 feet to the **POINT OF BEGINNING**; Thence continuing along said southerly line South 89°46'15" West, 169.31 feet; Thence leaving said southerly line North 00° 14' 26" West, 6.69 feet; Thence North 89°45'34" East, 3.71 feet to a point of non-tangent curvature; Thence along the arc of a 2.03 foot radius arc concave northerly, through a central angle of 96°57'45" an arc distance of 3.44 feet (the long chord of which bears North 48°38'03" East, 3.04 feet) to a point of non-tangency; Thence North 00°14'26" West, 16.50 feet; Thence North 89°45'34" East, 54.00 feet; Thence South 00°14'26" East, 15.50 feet to a point of curvature; Thence along the arc of a 3.00 foot radius arc concave northeasterly, through a central angle of 90°00'00" an arc distance of 4.71 feet (the long chord of which bears South 45°14'26" East, 4.24 feet); Thence North 89°45'34" East, 3.00 feet to a point of curvature; Thence along the arc of a 3.00 foot radius arc concave northwesterly, through a central angle of 90°00'00" an arc distance of 4.71 feet (the long chord of which bears North 44°45'34" East, 4.24 feet); Thence North 00°14'26" West, 15.50 feet; Thence North 89°45'34" East, 45.00 feet; Thence South 00°14'26" East, 15.50 feet to a point of curvature; Thence along the arc of a 3.00 foot radius arc concave northeasterly, through a central angle of 90°00'00" an arc distance of 4.71 feet (the long chord of which bears South 45°14'26" East, 4.24 feet); Thence North 89°45'34" East, 6.40 feet to a point of curvature; Thence along the arc of a 10.00 foot radius arc concave northwesterly, through a central angle of 97°26'42" an arc distance of 17.01 feet (the long chord of which bears North 41°02'13" East, 15.03 feet); Thence North 07°41'07" West, 48.88 feet to a point of curvature; Thence along the arc of a 15.00 foot radius arc concave southwesterly, through a central angle of 27°09'36" an arc distance of 7.11 feet (the long chord of which bears North 21°15'55" West, 7.04 feet); Thence North 34°50'43" West, 4.52 feet to the southerly right-of-way line of S.W. Seneca Street as dedicated per Deed Document No. 2014-017237, Washington County Deed Records; Thence along said southerly right-of-way line North 55°09'17" East, 32.00 feet;

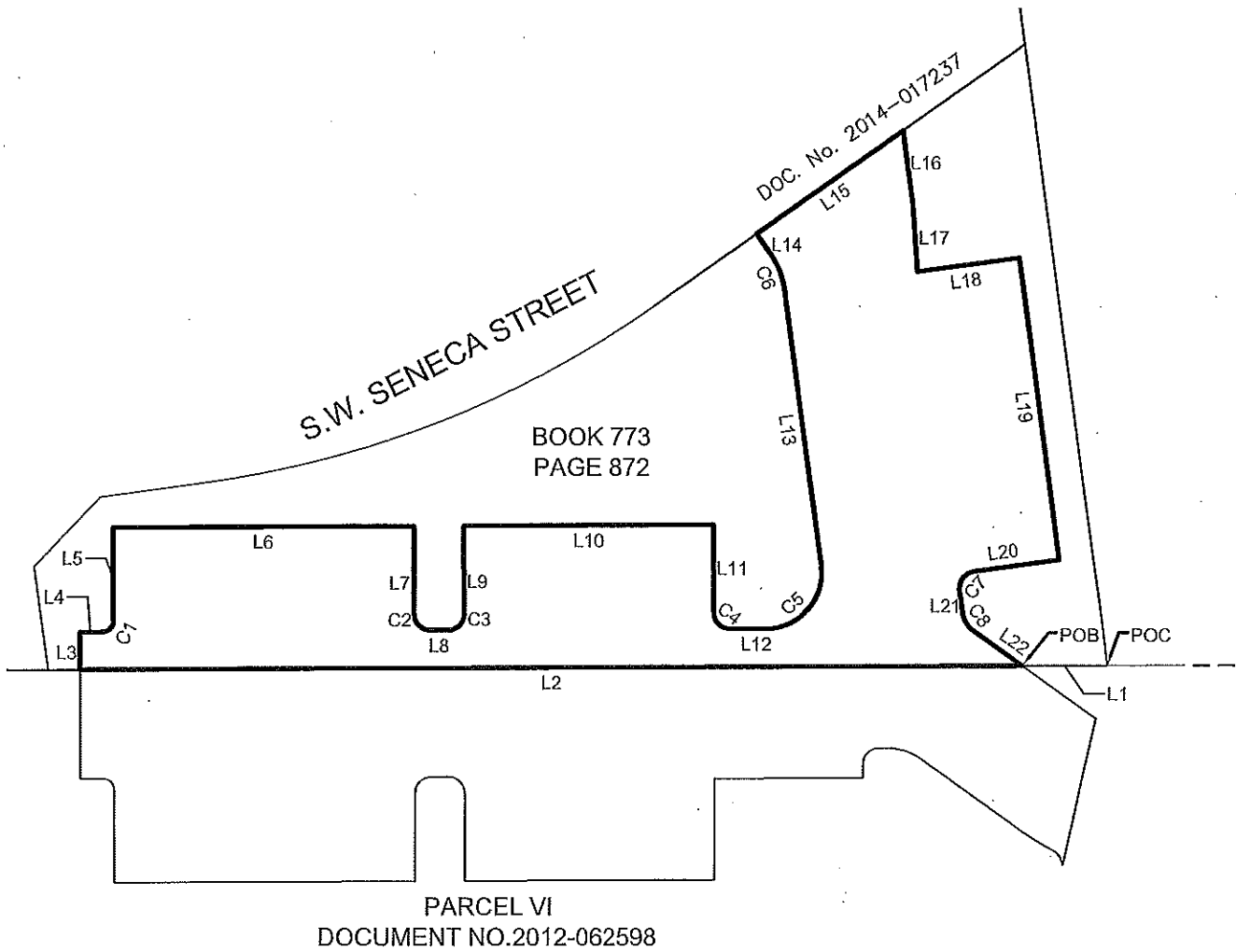
Thence leaving said southerly right-of-way line South 07°41'07" East, 13.16 feet;  
Thence South 04°05'37" East, 12.02 feet; Thence North 82°18'53" East, 18.50 feet;  
Thence South 07°41'07" East, 54.00 feet; Thence South 82°18'53" West, 15.50 feet to a  
point of curvature; Thence along the arc of a 3.00 foot radius arc concave southeasterly,  
through a central angle of 90°00'00" an arc distance of 4.71 feet (the long chord of  
which bears South 37°18'53" West, 4.24 feet); Thence South 07°41'07" East, 3.83 feet  
to a point of curvature; Thence along the arc of a 5.00 foot radius arc concave  
northeasterly, through a central angle of 47°01'30" an arc distance of 4.10 feet (the long  
chord of which bears South 31°11'52" East, 3.99 feet); Thence South 54°42'38" East,  
10.61 feet to the **POINT OF BEGINNING**.

Contains 5,943 square feet or 0.136 acres, more or less.



**LEGEND:**

C#	-	CURVE TABLE REFERENCE
L#	-	LINE TABLE REFERENCE
POC	-	POINT OF COMMENCEMENT
POB	-	POINT OF BEGINNING



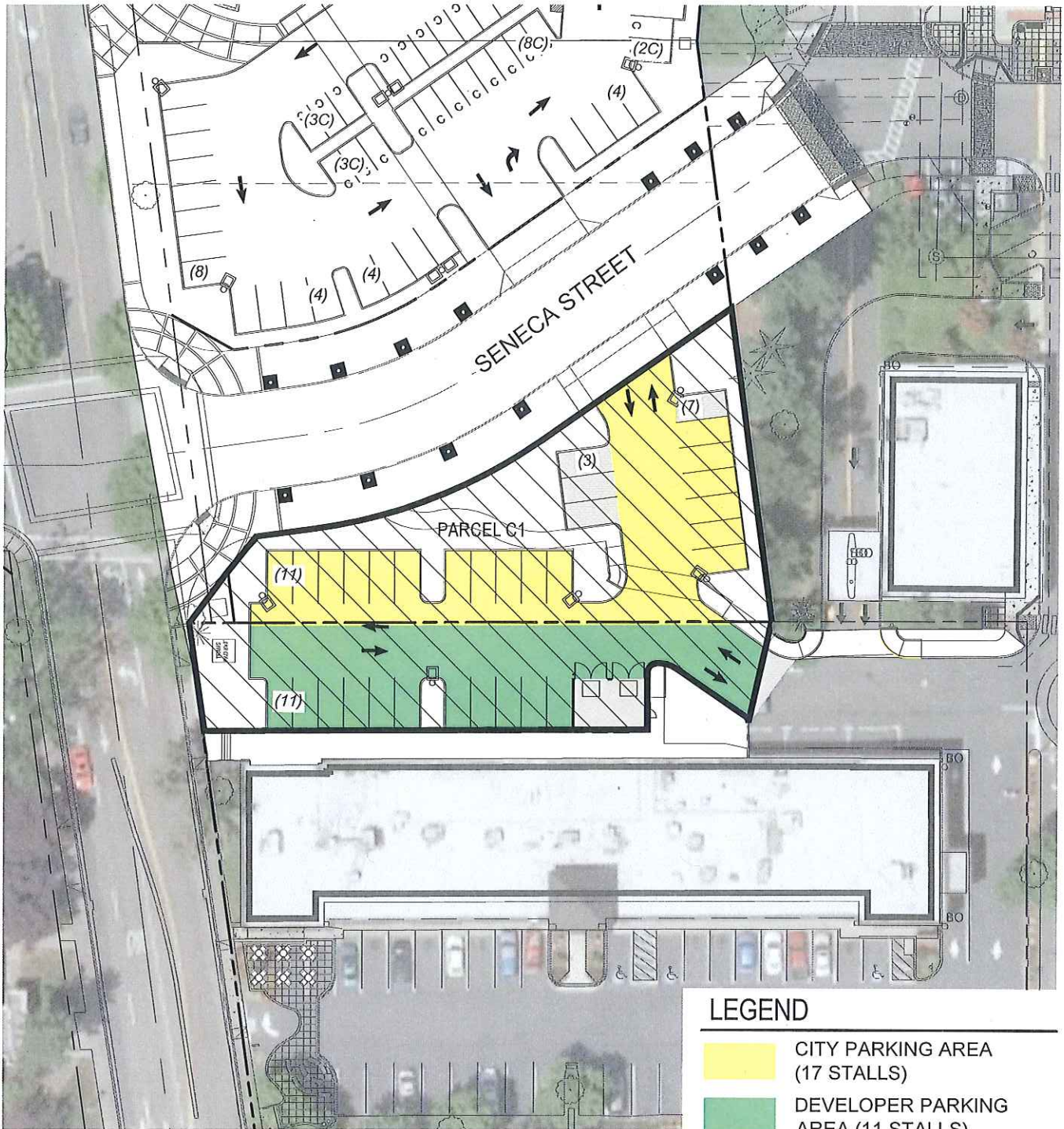


Parcel Line Table		
Line #	Length	Bearing
L1	15.27'	S89° 46' 15"W
L2	169.31'	S89° 46' 15"W
L3	6.69'	N0° 14' 26"W
L4	3.71'	N89° 45' 34"E
L5	16.50'	N0° 14' 26"W
L6	54.00'	N89° 45' 34"E
L7	15.50'	S0° 14' 26"E
L8	3.00'	N89° 45' 34"E
L9	15.50'	N0° 14' 26"W
L10	45.00'	N89° 45' 34"E
L11	15.50'	S0° 14' 26"E

Parcel Line Table		
Line #	Length	Bearing
L12	6.40'	N89° 45' 34"E
L13	48.88'	N7° 41' 07"W
L14	4.52'	N34° 50' 43"W
L15	32.00'	N55° 09' 17"E
L16	13.16'	S7° 41' 07"E
L17	12.02'	S4° 05' 37"E
L18	18.50'	N82° 18' 53"E
L19	54.00'	S7° 41' 07"E
L20	15.50'	S82° 18' 53"W
L21	3.83'	S7° 41' 07"E
L22	10.61'	S54° 42' 38"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	3.44'	2.03'	96°57'45"	3.04'	N48°38'03"E
C2	4.71'	3.00'	90°00'00"	4.24'	S45°14'26"E
C3	4.71'	3.00'	90°00'00"	4.24'	N44°45'34"E
C4	4.71'	3.00'	90°00'00"	4.24'	S45°14'26"E
C5	17.01'	10.00'	97°26'42"	15.03'	N41°02'13"E
C6	7.11'	15.00'	27°09'36"	7.04'	N21°15'55"W
C7	4.71'	3.00'	90°00'00"	4.24'	S37°18'53"W
C8	4.10'	5.00'	47°01'30"	3.99'	S31°11'52"E

EXHIBIT B



**NOTE:** The four stalls shaded in gray represent the four stalls on the City Parking Area that are not part of the Shared Parking Agreement. These four stalls may be located in any of the stalls within the City's Parking Area and are not limited to the area depicted in gray on this map.

**LEGEND**

-  CITY PARKING AREA (17 STALLS)
-  DEVELOPER PARKING AREA (11 STALLS)
-  SHARED PARKING AREA



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Shaping the Future

RECIPROCAL LICENSE FOR SHARED PARKING EXHIBIT  
NYBERG RIVERS

PROJECT NO. 21198310  
DATE: 04/21/2014  
BY: RHH  
SCALE: 1"=50'  
SHEET NO. EX-1

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

CENTRAL PROPERTIES, LLC.  
TUALATIN, OREGON