

Land Use Application

Project Information	
Project Title:	
Brief Description:	

Property Information	
Address:	
Assessor's Map Number and Tax Lots:	

Applicant/Primary Contact		
Name:	Company Name:	
Address:		
City:	State:	ZIP:
Phone:	Email:	

Property Owner		
Name:		
Address:		
City:	State:	ZIP:
Phone:	Email:	
Property Owner's Signature:	Date:	

(Note: Letter of authorization is required if not signed by owner)

AS THE PERSON RESPONSIBLE FOR THIS APPLICATION, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION AND STATE THAT THE INFORMATION IN AND INCLUDED WITH THIS APPLICATION IN ITS ENTIRETY IS CORRECT. I AGREE TO COMPLY WITH ALL APPLICABLE CITY AND COUNTY ORDINANCES AND STATE LAWS REGARDING BUILDING CONSTRUCTION AND LAND USE.	
Applicant's Signature:	Date:

Land Use Application Type:

- | | | |
|--|---|---|
| <input type="checkbox"/> Annexation (ANN) | <input type="checkbox"/> Historic Landmark (HIST) | <input type="checkbox"/> Minor Architectural Review (MAR) |
| <input type="checkbox"/> Architectural Review (AR) | <input type="checkbox"/> Industrial Master Plan (IMP) | <input type="checkbox"/> Minor Variance (MVAR) |
| <input type="checkbox"/> Architectural Review—Single Family (ARSF) | <input type="checkbox"/> Plan Map Amendment (PMA) | <input type="checkbox"/> Sign Variance (SVAR) |
| <input type="checkbox"/> Architectural Review—ADU (ARADU) | <input type="checkbox"/> Plan Text Amendment (PTA) | <input type="checkbox"/> Variance (VAR) |
| <input type="checkbox"/> Conditional Use (CUP) | <input type="checkbox"/> Tree Removal/Review (TCP) | |

Office Use		
Case No:	Date Received:	Received by:
Fee:	Receipt No:	

4400 NE Halsey St. Building 2, Suite 190
Portland, OR 97213
t: 503.809.6775
www.providence.org/oregon



Real Estate Strategy & Operations

November 16, 2020

BRIDGEPORT WOODS BUSINESS PARK L
PO BOX 1696
BEAVERTON, OR, 97075-1696

RE: Providence Project Located at 18040 SW Lower Boones Ferry Road

Dear Property Owner:

You are cordially invited to attend a meeting on December 3, 2020 at 6:00 PM via WebEx at:

<https://jrjarchitects.my.webex.com/jrjarchitects.my/j.php?MTID=m3346a6e1853b170d36890daf017bae04>

Meeting number (access code): 126 301 4122

Meeting Password: PZzyqQUc323 (79997782 from phones and video systems)

Join by Phone: +1-510-338-9438 USA Toll

This meeting shall be held to discuss a proposed project located at 18040 SW Lower Boones Ferry Road. The proposal is to set up a temporary 12x60 mobile office trailer and 22x40 tent to facilitate drive-through pre-screening of Providence patients and employees.

This is an informational meeting to share the development proposal with interested neighbors. You will have the opportunity to review preliminary plans and identify topics of interest or consideration. Feel free to contact me with any questions or commentary.

Regards,

Evan Schaye

Providence St. Joseph Health

Ph: 971-337-0948

Evan.Schaye@providence.org

cc: lsanford@tualatin.gov; Tualatin Community Development Department

CERTIFICATION OF SIGN POSTING



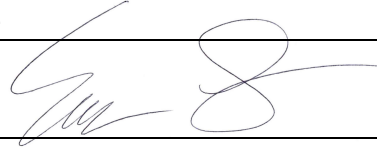
The applicant must provide and post a sign pursuant to Tualatin Development Code (TDC 32.150). The block around the word "NOTICE" must remain yellow composed of the RGB color values Red 255, Green 255, and Blue 0. A template is available at:

<https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>

NOTE: For larger projects, the Community Development Department may require the posting of additional signs in conspicuous locations.

As the applicant for the Providence Tualatin COVID Drive-Through Testing project,
I hereby certify that on this day, November 19th, 2020 sign(s) was/were posted on the subject property in
accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Evan Schaye *(Please Print)*

Applicant's Signature:  _____

Date: 12/18/2020

CERTIFICATION OF SIGN POSTING

<p>NOTICE</p> <p>NEIGHBORHOOD / DEVELOPER MEETING</p> <p>__/__/2010 __:__.m.</p> <p>SW _____</p> <p>503-__-__</p>

In addition to the requirements of TDC 32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. The block around the word "NOTICE" must remain **orange** composed of the **RGB color values Red 254, Green 127, and Blue 0**. A PowerPoint template of this sign is available at: <https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>.

As the applicant for the Providence Tualatin Drive-Through COVID Testing project, I hereby certify that on this day, November 19th, 2020 sign(s) was/were posted on the subject property in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: Evan Schaye

(Please Print)

Applicant's Signature: 

Date: 12/18/2020

AFFIDAVIT OF MAILING NOTICE

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

I, Thomas A. Wesel being first duly sworn, depose and say:

That on the 14 day of NOVEMBER, 2022, I served upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

[Signature]
Signature

SUBSCRIBED AND SWORN to before me this 24th day of November, 2020.

Lori A Reuter
Notary Public for Oregon
My commission expires:

RE: _____



BRIDGEPORT WOODS BUSINESS PARK L
PO BOX 1696
BEAVERTON, OR, 97075-1696

APPLIED MATERIALS INC
ATTN: RUSSEL MAGINEL TAX MGR
9700 E HWY 290 BLDG 34 MS 3400
AUSTIN, TX, 78724-1102

BOONES FERRY BUSINESS PARK LLC
4130 SW CHESAPEAKE AVE
PORTLAND, OR, 97239-1343

NICHOLSON PATRICIA L FAM TRUST
c/o P&L BARTON LLC
PO BOX 339
TUALATIN, OR, 97062-0339

BROWN MILTON O
c/o ORWA LEARN TREE #1 LLC
8320 NE HIGHWAY 99
VANCOUVER, WA, 98665-8819

SEELEY GRAHAM CO
17970 SW MCEWAN RD #D
PORTLAND, OR, 97224-7218

7420 BRIDGEPORT LLC
7420 SW BRIDGEPORT RD #105
PORTLAND, OR, 97224-7790

FRONTIER COMMUNICATIONS NORTHWEST
ATTN: PROPERTY TAX #D01B18
PO BOX 619015
DALLAS, TX, 75261-9015

RECREATIONAL EQUIPMENT INC
PO BOX 1938
SUMNER, WA, 98390-0800

G&S WHOLE FOODS TUALATIN LLC
16083 SW UPPER BOONES FERRY RD #120
TIGARD, OR, 97224-7736

TUALATIN GROUP LLC
BY VIP'S INDUSTRIES INC
201 LIBERTY ST SE
SALEM, OR, 97301-3509

YE & RUAN CO LLC
16113 SW CATTAIL CT
TIGARD, OR, 97223-2687

CH REALTY VII/R TUALATIN BRIDGEP
BY POINTE AT BRIDGEPORT
3819 MAPLE AVE
DALLAS, TX, 75219-3913

OREGON DEPT OF TRANSPORTATION
ATTN: PROPERTY MGMT FILE #19877A
4040 FAIRVIEW INDUSTRIAL DR SE MS #
SALEM, OR, 97302

OREGON STATE OF DEPT OF TRANSP
ATTN: RIGHT OF WAY
4040 FAIRVIEW INDUSTRIAL DR SE MS #
SALEM, OR, 97302

G&S INTERNATIONAL LLC
16083 SW UPPER BOONES FERRY RD #120
TIGARD, OR, 97224-7736

BRIDGEPORT COMMONS LLC
1800 SW FIRST AVE STE #600
PORTLAND, OR, 97201-5356

TUALATIN GROUP LLC
BY VIP'S INDUSTRIES INC
201 LIBERTY ST SE
SALEM, OR, 97301-3509

AMERICAN SAVINGS & LOAN ASSOC
ATTN: REX MALOTT
343 E MAIN ST #711
STOCKTON, CA, 95202-2977

PROVIDENCE HEALTH & SERVICES-ORE
800 5TH AVE STE 1200
SEATTLE, WA, 98104-3176

SE-EDDYLINE LLC
BY SEQUOIA EQUITIES INC/BY MELINDA PEDERSON
1777 BOTELHO DR #300
WALNUT CREEK, CA, 94596-5065

JRLM LLC
4130 SW CHESAPEAKE AVE
PORTLAND, OR, 97239-1343

BLASER LORETTA B REV LIV TRUST
3800 CARMEN DR APT 226B
LAKE OSWEGO, OR, 97035-2485

INTERNATIONAL CHURCH OF THE FOUR
PO BOX 1027
TUALATIN, OR, 97062-1027

GAGE ASSOCIATES LLC
PO BOX 1318
LAKE OSWEGO, OR, 97035-0516

AREC 30 LLC
ATTN: TAX DEPT
PO BOX 29046
PHOENIX, AZ, 85038-9046

OSWEGO BUSINESS PARK LLC
8900 SW CITIZENS DR
WILSONVILLE, OR, 97070-7682

A STORAGE PLACE OF LAKE OSWEGO L
20255 SW AVERY CT
TUALATIN, OR, 97062-8575

BLUME IRVIN DALE &
BLUME BOBBYE JEAN
1600 ALA MOANA BLVD APT 1912
HONOLULU, HI, 96815-1404

TUALATIN VALLEY FIRE & RESCUE
11945 SW 70TH AVE
TIGARD, OR, 97223-8566

AMERCO REAL ESTATE CO
2727 N CENTRAL AVE
PHOENIX, AZ, 85004-1120

SILVERKING LLC
100 PIERCE ST APT 304
CLEARWATER, FL, 33756-5141

PUBLIC STORAGE INSTIT FUND III
ATTN: DEPT PT OR 23413
PO BOX 25025
GLENDALE, CA, 91221-5025

BANNER BANK
ATTN: CORP ACCTG
PO BOX 907
WALLA WALLA, WA, 99362-0265

ELLIS DAVID &
WARD CECILIA
6956 SW CHILDS RD
LAKE OSWEGO, OR, 97035-7810

JONES JOEL S &
CORP JESSICA L
7050 CHILDS RD
LAKE OSWEGO, OR, 97035-7817

VAYALKELOTH SALIM &
AHMED AZMA
7140 SW CHILDS RD
LAKE OSWEGO, OR, 97035-7819

HARVEY ROBERT EDWARD RESTATED R
7170 SW CHILDS RD
LAKE OSWEGO, OR, 97035-7819

POLINSKY CHRISTOPHER
7190 SW CHILDS RD
LAKE OSWEGO, OR, 97035-7819

KENNEDY KARA M
10127 SE CAMBRIDGE LN
MILWAUKIE, OR, 97222-7404

I & A CORP
PO BOX 82002
PORTLAND, OR, 97282-0002

SD @ PIPERS'S RUN LLC
1614 WINTERBERRY LN
ROHNERT PARK, CA, 94928-4066

SUSSMAN MARC REV LIV TRUST &
JOHNSON JUDY REV LIV TRUST
5908 SW KNIGHTS BRIDGE DR
PORTLAND, OR, 97219-4956

OLSON GREGORY CHARLES &
OLSON CYNTHIA SUSAN
4306 SW GALEBUM ST
PORTLAND, OR, 97219

ANDUEZA ANA I
2231 NE HALSEY ST
PORTLAND, OR, 97232-1616

MONTAUK CIRCLE SW4 LLC
101 S MAIN #301
SIOUX FALLS, SD, 57104-6451

NAZLEE TEMPLIN LLC
100 FREEDOM LN UNIT 418
ALISO VIEJO, CA, 92656-5871

MONTAUK LLC
BY FIFTH & C LLC
1795 PALISADES TERRACE DR
LAKE OSWEGO, OR, 97034-4623

CHILDS BARBARA C
PO BOX 90
OCEANSIDE, OR, 97134-0090

USHER BRENT D &
USHER WENDY E
814 SE LEXINGTON ST
PORTLAND, OR, 97202-6334

DIAZ SCOTT R &
TSAI JENNY J
2646 NW OVERTON ST
PORTLAND, OR, 97210-2443

I & A CORP
PO BOX 82002
PORTLAND, OR, 97282-0002

CHEN RENBO
16869 65TH AVE #360
LAKE OSWEGO, OR, 97035-7865

NW ROCKLEDGE PROPERTIES LLC
85 N ROCKLEDGE DR
LIVINGSTON, NJ, 07039-1111

MINOR MARYLUE &
MINOR J WARDEN & RUST ELISSA MINOR
5185 ROSEWOOD ST
LAKE OSWEGO, OR, 97035-5326

The STECKLEY FAMILY TRUST
12042 SE SUNNYSIDE RD #227
CLACKAMAS, OR, 97015-8382

LU LAN
42232 N 104TH WAY
SCOTTSDALE, AZ, 85262-5278

INDIG MAURICE E & HERMENE LOUIS
BY ROBERT L INDIG TR
832 SEMINOLE WAY
REDWOOD CITY, CA, 94062-3423

HUNT TROY E
8170 SW 87TH AVE
PORTLAND, OR, 97223-6913

ARI PROPERTIES LLC
17960 SW JEREMY ST
BEAVERTON, OR, 97007-6067

GRANT EUGENE L &
GRANT JANET K
11501 SE AQUILA ST
HAPPY VALLEY, OR, 97086-7673

KUCERA DENNIS W &
KUCERA PEGGY U
PO BOX 2412
WILSONVILLE, OR, 97070-2412

HARRIS DENISE
BY ARTHUR WINN PROPERTY SERVICES
PO BOX 12564
PORTLAND, OR, 97212-0564

THOMAS THOMAS M
19000 NW EVERGREEN PKWY #265
HILLSBORO, OR, 97124-7893

HUNTER JEFFREY C SEPARATE PROPE
PO BOX 323
SCIO, OR, 97374-0323

JANOSKO ADAM A &
INGRAM EMMA
7210 SW CHILDS RD
LAKE OSWEGO, OR, 97035-7821

AREC 30 LLC
ATTN: TAX DEPT
PO BOX 29046
PHOENIX, AZ, 85038-9046

NATIONAL WATERWORKS INC
200 W HIGHWAY 6 STE 620
WACO, TX, 76712-3984

GUIDDOG LLC
PO BOX 1967
LAKE OSWEGO, OR, 97035-0057

CANANUA JEREMIAH
7155 SW CHILDS RD
TUALATIN, OR, 97062

TLC CONDOS OWNERS OF ALL UNITS

, OR, 00000

VEENKER FAMILY TRUST

BY GERALD L & CHARLOTTE H VEENKER T

3161 SW RIVERFRONT TER

WILSONVILLE, OR, 97070-9716

HOLLMAN PROPERTIES LLC

3161 SW RIVERFRONT TER

WILSONVILLE, OR, 97070-9716

SPARROW RUN CONDOMINIUM ASSN

, OR, 00000

BESHEARS KAREN M REV LIV TRUST

BESHEARS CHARLES D III REV LIV TRU

18010 MEADOWLARK LN

LAKE OSWEGO, OR, 97034-7569

KERTLAND JOANNE

6927 SW MONTAUK CIR

LAKE OSWEGO, OR, 97035-7841

PALECEK CAROL &

PALECEK JOHN

481 BENICIA DR

SANTA ROSA, CA, 95409-3003

DUDA IRENE E

6931 MONTAUK CIR

LAKE OSWEGO, OR, 97035-7841

FALCON RUN CONDO OWNERS OF ALL U

, OR, 00000

GRIFFITHS ROBERT L REV TRUST

BY WILLIAM L GRIFFITH TR

19748 WILDWOOD DR

WEST LINN, OR, 97068-2246

SHANKLAND GLORIA A
7202 SW MONTAUK CIR
TUALATIN, OR, 97062

ROBERTS WAYNE V & SHERL REV LIV
c/o THORPE TOM & THORPE KRISS
7204 SW MONTAUK CIR
LAKE OSWEGO, OR, 97035-7840

JOREK KRISTEN
7206 SW MONTAUK CIR
LAKE OSWEGO, OR, 97035-7840

MEADOWLARK RUN CONDO OWNERS OF A
, OR, 00000

MANNING LINDA L
6880 SW MONTAUK CIR
LAKE OSWEGO, OR, 97035-7825

SMITH FRANK &
SMITH CRISTINA SOTO
6882 SW MONTAUK CIR
TUALATIN, OR, 97062

ROBERTS WAYNE V & SHERL REV LIV
3100 SW SCHAEFFER RD
WEST LINN, OR, 97068-9671

MCCAGHREN KARIN A
6886 SW MONTAUK CIR
LAKE OSWEGO, OR, 97035-7825

QUAIL RUN CONDO OWNERS OF ALL UN
, OR, 00000

VAUSE HAYLEY M
6924 SW MONTAUK CIR
LAKE OSWEGO, OR, 97035-7826

MERLO-FLORES VALERIA
6926 SW MONTAUK CIR
LAKE OSWEGO, OR, 97035-7826

COOKE EMILY ELIZABETH
6928 SW MONTAUK CIR
TUALATIN, OR, 97062

ANDREWS KRISTEN MICHAEL &
PAUL KEVIN
6930 SW MONTAUK CIR
TUALATIN, OR, 97035

TRAIL BLAZERS INC
ATTN: CHIEF FINANCIAL OFFICER
200 ONE CENTER COURT STE
PORTLAND, OR, 97227

BRADEN 1996 FAMILY LP
PO BOX 1022
HUGHSON, CA, 95326-1022

SUMMIT PROPERTIES INC
4380 SW MACADAM AVE #330
PORTLAND, OR, 97239-6427

BAY CLUB OREGON LLC
BY MATTHEW J STEVENS
1 LOMBARD ST
SAN FRANCISCO, CA, 94111-1132

BROWN MILTON O
c/o ORWA LEARN TREE #1 LLC
8320 NE HIGHWAY 99
VANCOUVER, WA, 98665-8819

BOONES BUILDING LLC
18150 SW BOONES FERRY RD
PORTLAND, OR, 97224-7687

HZ TUALATIN VIEW LLC
BY HAMILTON ZANZE ATTN: GENERAL COUNSEL
37 GRAHAM ST STE 200
SAN FRANCISCO, CA, 94129-1724

DURHAM CITY OF

17160 SW UPPER BOONES FERRY RD

PORTLAND, OR, 97224-7004



1120 N.W. Couch Street, Tenth Floor
Portland, OR 97209-4128
PHONE: 503.727.2000
FAX: 503.727.2222
www.perkinscoie.com

Andrew H. Solomon
PHONE: (503) 727-2174
FAX: (503) 346-2174
EMAIL: ASolomon@perkinscoie.com

May 25, 2007

BY HAND DELIVERY

Jamil Kamawal
Washington County LUT Survey Division
1400 SW Walnut Street
Hillsboro, OR 97123

Re: Providence Health Systems-Oregon - Bridgeport (AR 06-24)

Dear Jamil:

Pursuant to the requirements of City of Tualatin Architectural Review AR 06-24, enclosed is a Restrictive Covenant for Motor Vehicle Access (the "Covenant") executed by Providence Health System-Oregon. Once Washington County has accepted the Covenant, please inform Brenda Braden at the City of Tualatin that Providence has complied with the applicable condition of approval on AR 06-24. Please have the covenant recorded in the real property records of Washington County as soon as possible. Thank you very much for your assistance with this matter and do not hesitate to contact me if you have any questions or concerns.

Very truly yours,


Andrew H. Solomon

Enclosure

cc: Dana White (via email w/ encl.)
Brenda Braden (via w/ encl.)
Michael C. Robinson (w/ encl.)

38638-0030/LEGAL13276856.1

ORIGINAL

13771

S.H.C. File 46044

EASEMENT NO. BF-2

KNOW ALL MEN BY THESE PRESENTS, That GERALD T. and SADIE SCHWIRSE; LILLIAN J. HERBOL, hereinafter called "Grantors", in consideration of _____ - 0 -

_____ DOLLARS (\$ - 0 -), to Grantors paid, the receipt whereof hereby is acknowledged, do hereby grant to the CITY OF TUALATIN, OREGON, its successors and assigns, referred to herein as the "City", a permanent right to construct, reconstruct, operate and maintain utility lines, and all necessary related facilities under the following described land:

A parcel of land lying in the SE $\frac{1}{4}$ of Section 13, Township 2 South, Range 1 West, W.M., Washington County, Oregon and being a portion of that property described in that Contract to Lillian J. Herbol, recorded in Book 701, Page 470 of Washington County Records; the said parcel being that portion of said property included in a strip of land 20 feet in width lying Northwesterly of and adjoining the Northwesterly right of way line of the Pacific Highway (formerly the West Portland - Hubbard Highway), which right of way line is described as follows:

Beginning at a point opposite and 120 feet Northwesterly of Engineer's Station 205+00 on the center line of said Pacific Highway; thence Southwesterly parallel with said center line to a point opposite Engineer's Station 207+00; thence Southwesterly in a straight line to a point opposite and 140 feet Northwesterly of Engineer's Station 209+00 on said center line; thence Southwesterly in a straight line to a point opposite and 165 feet Northwesterly of Engineer's Station 213+00 on said center line.

The center line referred to herein is described as follows:

Beginning at Engineer's center line Station 205+00, said station being 760.37 feet North and 1367.0 feet East of the North quarter corner of Section 24, Township 2 South, Range 1 West, W.M.; thence South 15° 49' 15" West, 1500 feet to Engineer's center line Station 220+00.

The parcel of land to which this description applies contains 0.13 acre, more or less.

TO HAVE AND TO HOLD the above easement unto said City, its successors and assigns, forever.

IN ADDITION THERETO, the Grantors do hereby give unto the City, a construction easement consisting of the above referenced and described tract of land.

It is the intent that the outer defined limits of the permanent construction easements extend from property line to property line.

TO HAVE AND TO HOLD said construction easement and right-of-way unto said City, its successors and assigns, during construction of the utility and its related facilities.

The City shall fill all excavations as soon as practicable after opening; dispose of all brush and debris, and replace in like condition all improvements, trees, ornamental shrubs and crops, if practicable, and as soon as practicable after damage or destruction, but if not practicable then pay to Grantors, their heirs and assigns, the reasonable value thereof.

Grantors reserve the right to use the surface of the land for walkways, driveways,

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planting, and related purposes; and all utility facilities shall be at a depth consistent with these purposes. No building shall be placed upon the granted property, however, without the written permission of the City.

Grantor grants to the City of Tualatin access to the sewer line over existing roadways.

The only other persons, firms or corporations known by Grantors to have any interest in the granted property are: None

Dated this 12th day of 11/1 road, 1973.

Gerald T. Schwirse
Gerald T. Schwirse

Sadie E. Schwirse
Sadie E. Schwirse

Lillian J. Herbol
Lillian J. Herbol



STATE OF OREGON)
County of Washington) ss.

Personally appeared the above named Gerald T. Schwirse and Sadie E. Schwirse, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me [Signature]
Notary Public for Oregon
My Commission expires Nov 11, 1974



STATE OF OREGON)
County of Washington) ss.

Personally appeared the above named Lillian J. Herbol, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me [Signature]
Notary Public for Oregon
My Commission expires Nov 11, 1974



Filed for record: 3-15 1973 at 10¹² A.M. P.P.
ROGER THOMSEN, Director of Records & Elections
By [Signature] Deputy

13772

EASEMENT NO. DP-3

KNOW ALL MEN BY THESE PRESENTS, That BERNARD H. and FRANCES M. BASTIAN; DARRELL G. and EVELYN L. FLEMING and HARLAN C. and GWEN J. HAYDEN, hereinafter called "Grantors", in consideration of _____ - 0 - _____

DOLLARS (\$ - 0 -), to Grantors paid, the receipt whereof hereby is acknowledged, do hereby grant to the CITY OF TUALATIN, OREGON, its successors and assigns, referred to herein as the "City", a permanent right to construct, reconstruct, operate and maintain utility lines, and all necessary related facilities under the following described land:

A parcel of land lying in the SE $\frac{1}{4}$ of Section 13 and in the NW $\frac{1}{4}$ of Section 24, Township 2 South, Range 1 West, W.M., Washington County, Oregon; the said parcel being a strip of land extending from the Southeasterly line of Lower Boones Ferry Road to the Northeasterly line of Lot 41, TUALATIN VALLEY HOMES, Washington County, said strip of land being 20 feet in width, 10 feet on each side of the following described line:

Beginning at the intersection of the Northwesterly line of Lot 40 of said Tualatin Valley Homes with a line which is parallel with and 30 feet North-easterly of the Southwesterly line of said Lot 40; thence South 38° 35' East parallel with and 30 feet North-easterly of said Southwesterly line and its Southeasterly extension 485.97 feet; thence South 81° 55' 16" East 82.06 feet, more or less, to a line parallel with and 10 feet Northwesterly of the Northwesterly right of way line of the Pacific Highway (formerly the West Portland - Hubbard Highway); thence Northeasterly parallel with said highway right of way line to the Northeasterly line of said Lot 41.

The said Northwesterly highway right of way line is described as follows:

Beginning at a point opposite and 140 feet Northwesterly of Engineer's Station 209+00 on the center line of said Pacific Highway; thence Southwesterly in a straight line to a point opposite and 165 feet Northwesterly of Engineer's Station 213+00 on said center line; thence Southwesterly in a straight line to a point opposite and 170 feet Northwesterly of Engineer's Station 217+00 on said center line.

The center line herein referred to is described as follows:

Beginning at Engineer's center line Station 205+00, said station being 760.37 feet North and 1367.0 feet East of the North quarter corner of Section 24, Township 2 South, Range 1 West, W.M.; thence South 15° 49' 15" West 1500 feet to Engineer's center line Station 220+00.

The parcel of land to which this description applies contains 0.46 acre, more or less.

TO HAVE AND TO HOLD the above easement unto said City, its successors and assigns, forever.

IN ADDITION THERETO, the Grantors do hereby give unto the City, a construction easement consisting of the above referenced and described tract of land.

It is the intent that the outer defined limits of the permanent construction easements extend from property line to property line.

TO HAVE AND TO HOLD said construction easement and right-of-way unto said City, its successors and assigns, during construction of the utility and its related facilities.

The City shall fill all excavations as soon as practicable after opening; dispose of all brush and debris, and replace in like condition all improvements, trees, ornamental shrubs and crops, if practicable, and as soon as practicable after damage or destruction,

BOOK 913 PAGE 837

13772

but if not practicable then pay to Grantors, their heirs and assigns, the reasonable value thereof.

Grantors reserve the right to use the surface of the land for walkways, driveways, planting, and related purposes; and all utility facilities shall be at a depth consistent with these purposes. No building shall be placed upon the granted property, however, without the written permission of the City.

Grantor grants to the City of Tualatin access to the sewer line over existing roadways.

The only other persons, firms or corporations known by Grantors to have any interest in the granted property are: None

Dated this 7 day of March, 1973.

Bernard H. Bastian
Bernard H. Bastian

Frances M. Bastian
Frances M. Bastian

Darrell C. Fleming
Darrell C. Fleming

Evelyn L. Fleming
Evelyn L. Fleming

Harlan C. Hayden
Harlan C. Hayden

Owen J. Hayden
Owen J. Hayden

Washington
STATE OF OREGON)
County of Clark) ss.
Washington

Personally appeared the above named Bernard H. Bastian and Frances M. Bastian, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me Paul R. Galbraith
Notary Public for Oregon Washington
My Commission expires June 17, 1974

STATE OF OREGON)
County of Washington) ss.

Personally appeared the above named Darrell C. Fleming and Evelyn L. Fleming, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me Paul R. Galbraith
Notary Public for Oregon
My Commission expires Nov 11, 1974

STATE OF OREGON)
County of Washington) ss.

Personally appeared the above named Harlan C. Hayden and Owen J. Hayden, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me Paul R. Galbraith
Notary Public for Oregon
My Commission expires Nov 11, 1974

Filed for record 3-15-1973 at 11:30 AM PM
ROGER THOMSEN, Director of Records & Elections
By M. Cap Deputy

CITY OF TUALATIN
RECEIVED

MAY 30 2007

ENGINEERING &
BUILDING DEPARTMENT

AFTER RECORDING RETURN TO:

John D. Guinasso
Schwabe, Williamson & Wyatt
1211 SW Fifth Avenue, Suite 1700
Portland, Oregon 97204

CERTIFIED TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL RECORDED

ON Sept. 12, 2006

IN/AS 2006-108758

FIRST AMERICAN TITLE INSURANCE
COMPANY, Escrow Department

By R. Bushnell

CITY OF TUALATIN
RECEIVED

MAY 15 2007

COMMUNITY DEVELOPMENT
PLANNING DIVISION

**FIRST AMENDMENT
TO OPERATION AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (this "First Amendment") is made and entered into as of the 8th day of September, 2006, between PROVIDENCE HEALTH SYSTEM-OREGON, an Oregon nonprofit corporation ("Providence"), and BRIDGEPORT COMMONS, LLC, an Oregon limited liability company ("Developer").

RECITALS:

A. Providence and Developer are parties to that certain Operation and Easement Agreement recorded June 16, 2006 at Washington County Recorder's No. 2006-072234 (the "Agreement"). The defined, capitalized terms used in the Agreement shall have the same meanings when used herein. The Agreement affects the properties owned by Providence and Developer which are described on Exhibit "A" which is attached hereto.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, it is agreed as follows.

1. Initial Improvements.

1.1 Developer represents and warrants to Providence that Developer has entered into an Amendment to the Lease and has obtained all required land use approvals allowing the reconfiguration of the Initial Improvement and of the Control Area which satisfies the Conversion Condition set forth in item (i) of Section 3.1.1(a) of the Agreement. Developer and Providence agree that all other Conversion Conditions have been met or are satisfied by the execution of this First Amendment and that, accordingly, the Initial Improvements to be constructed by Developer are those shown on Exhibit "D-2" attached to the Agreement.

1.2 Pursuant to the Amendment to the Lease and a prior agreement between Providence and Developer, it is agreed that Developer shall construct the Initial Improvements, and that the construction of an additional fifty (50) parking spaces (the "50 Spaces") shall be deemed part of the development of the Initial Improvements. The 50 Spaces shall be constructed at the location shown on Exhibit "B" which is attached hereto; the parties acknowledge that the 50 Spaces are outside of the Control Area. The parties agree that Developer shall construct the 50 Spaces on the following terms and conditions. Developer warrants and represents to Providence that Developer has obtained all governmental approvals and permits necessary in connection with the fifty (50) Spaces.

(a) The cost of the construction of the 50 Spaces shall initially be borne by Developer, but the cost thereof shall be reimbursed by Providence to Developer, less any incremental cost incurred by Providence in constructing its improvements based on the fact that the 50 Spaces are being constructed as part of the Initial Improvements, instead of being constructed by Providence in connection with the construction of its improvements (the "Providence Incremental Costs"). The Providence Incremental Costs shall consist of all of Providence's out-of-pocket costs so incurred, including but not limited to additional engineering and architectural fees as well as construction costs, but shall not include attorney's fees or legal expenses.

(b) Upon completion of the construction of the 50 Spaces, Developer shall submit a statement to Providence of the cost thereof with reasonable supporting documentation. Except as to any items in dispute, Providence shall pay such statement within thirty (30) days.

(c) Thereafter, as or when Providence incurs any Providence Incremental Costs, such Providence Incremental Costs shall be invoiced to Developer with reasonable supporting documentation. Except as to any items in dispute, Developer shall pay such invoices within thirty (30) days thereof.

(d) In the event of any dispute between Providence and Developer regarding the amounts billed or invoiced under this Section 1 by Developer or Providence, such dispute shall be settled by final and binding arbitration before a single arbitrator pursuant to the rules of the Arbitration Service of Portland, Inc.

(e) Providence acknowledges that further development of the Providence Tract may require construction work in, or a redesign of, the area where the 50 Spaces are located. In such event, a number of replacement parking stalls equal to the number of the 50 Spaces rendered inaccessible or unusable shall first be created such that, at all times, Developer and the tenant under the Lease have uninterrupted access to the Control Area and all parking spaces therein, and also to 50 additional spaces.

1.3 The Temporary Driveway has been relocated, with the approval of both parties, to the new location shown on Exhibit "B."

2. Control Area.

The parties hereby approve the revised legal description of the Control Area in the Interim Configuration which is attached hereto as Exhibit "C-1" and the revised legal description of the Control Area in the Permanent Configuration which is attached hereto as Exhibit "C-2".

3. Status.

Except as amended hereby, the Agreement remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Providence and Developer have caused this Amendment to be executed effective as of the date and year first above written.

DEVELOPER

BRIDGEPORT COMMONS, LLC, an Oregon limited liability company

By: Julie S. Levrrey
Name: Julie S. Levrrey
Title: member

PROVIDENCE

PROVIDENCE HEALTH SYSTEM-OREGON, an Oregon nonprofit corporation

By: Terry L. Smith
Name: TERRY L. SMITH
Title: CFO/CEO

Exhibits:

- A - Legal Description of Providence Tract and Developer Tract
- B - Depiction of location of 50 Spaces
- C-1 - Legal Description of Control Area (Interim Configuration)
- C-2 - Legal Description of Control Area (Permanent Configuration)

STATE OF OREGON)

County of MULTNOMAH) ss.

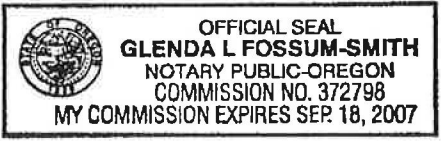
This instrument was acknowledged before me this 5th day of SEPTEMBER, 2006, by JULIE S. LEVREY member of Bridgeport Commons, LLC, an Oregon limited liability company, on behalf of such limited liability company, as its voluntary act and deed.



Lisa M. Duchesneau
NOTARY PUBLIC FOR OREGON
My Commission Expires: JULY 01, 2009

STATE OF OREGON)
County of Multnomah ss.

This instrument was acknowledged before me this 30th day of August, 2006,
by Temyl Smith, the CFO/COO of Providence Health System-Oregon, an
Oregon nonprofit corporation, on behalf of such nonprofit corporation, as its voluntary act and
deed.



Glenda L Fossum-Smith
NOTARY PUBLIC FOR OREGON
My Commission Expires: Sept 18, 2007

EXHIBIT "A"

PROPERTY DESCRIPTION

LOT CONSOLIDATION T.L. 2S113DC 01100, 01200, 01500 & 2S124AB 00100

A tract of land located in Lots 36, 37, 40, 41, 42 and 43 of TUALATIN VALLEY HOMES and other property in the northeast quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being the Bridgeport Commons LLC property described in Documents 2005-03936 and 2005-21898 of Washington County Records, and further being more particularly described as follows:

Beginning at the most northerly corner of said Lot 42; thence following the northeasterly boundary of that property conveyed to Gerald R. Schiwrse ET UX by deed recorded February 24, 1959 in Book 414, Page 618 of Washington County Deed Records, S 41°40'31" E a distance of 12.74 feet to a point on the southeasterly right-of-way line of S.W. Boones Ferry Road (being 37.00 feet southeasterly of the re-located centerline) as described in Document No. 2004-056462 of Washington County Records, the "TRUE POINT OF BEGINNING"; thence continuing along the northeasterly boundary of that property described in Book 414, Page 618, S 41°40'31" E a distance of 238.60 feet to a point on the northwesterly right-of-way line of Interstate 5 Freeway; thence following said right-of-way line S 23°31'42" W a distance of 139.86 feet to a point 140.00 feet right of centerline at Engineer's Station 209+00; thence S 19°35'31" W a distance of 442.47 feet to a 3/8" iron rod marking a point 163.33 feet right of centerline at Engineer's Station 217+00.69; thence S 16°52'12" W a distance of 228.23 feet; thence leaving said Interstate 5 Freeway right-of-way line and following the southwesterly boundary of the Bridgeport Commons LLC property as described in said Document No. 2005-21898 the following four courses and distances:

- 1) following the southwesterly boundary of said Lot 37 N 38°30'07" W a distance of 105.40 feet to a 1 1/2" aluminum cap marked "Waker Associates Inc" per Washington County Survey Record 24,017 marking an angle point in the boundary of said Lot 37;
 - 2) following the boundary of said Lot 37, N 00°16'23" E a distance of 30.98 feet;
 - 3) N 38°30'07" W a distance of 97.03 feet;
 - 4) following a line lying 20.00 feet northeasterly of and parallel with the southwesterly boundary line of said Lot 40, N 38°31'35" W a distance of 377.95 feet to a point on the S.W. Lower Boones Ferry Road right-of-way line as described in Document No. 2004-056461 of Washington County Records;
- thence following said right-of-way line (being 37.00 feet right of the re-located centerline) N 45°57'00" E a distance of 144.58 feet to a point 37.00 feet right of

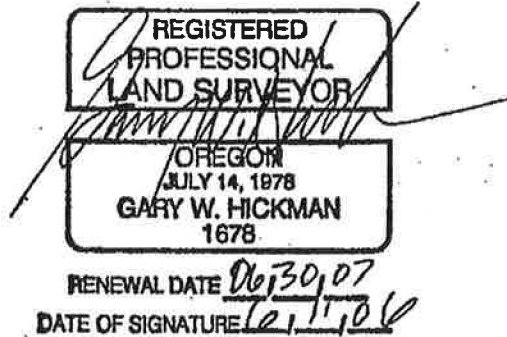
Engineer's Station 14+45.80; thence N 44°03'00" W a distance of 4.50 feet to a point 32.50 right of Engineer's Station 14+45.80; thence N 45°57'00" East a distance of 49.00 feet to a point 32.50 right of Engineer's Station 14+94.80; thence S 44°03'00" E a distance of 4.50 feet to a point 37.00 right of Engineer's Station 14+94.80; thence N 45°57'00" E a distance of 237.86 feet to the southeast corner of the S.W. Lower Boones Ferry Road right-of-way line as described in Washington County Documents No. 2004-056462 and being a point on the boundary line common to said Lots 41 and 42; thence following the right-of-way line (being 37.00 feet right of the re-located centerline) as described in Document No. 2004-056462 of Washington County Records, N 45°57'00" E a distance of 196.72 feet to a point 37.00 feet right of Engineer's Station 119+29.38 PC; thence following the arc of a 593.00 foot radius curve to the right 29.37 feet (chord bears N 47°22'08" E 29.37 feet) to the "True Point of Beginning".

Containing an area of 272,366 square feet, more or less (6.25 Acres, more or less).

Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

All bearings for the above descriptions are based upon the plat Washington County Survey No. 19,038.

Doc. 60401_consolidate.doc
Date: Tuesday, April 11, 2006



PROPERTY DESCRIPTION

LOT CONSOLIDATION T.L. 2S113DC 00700 & 00800

A tract of land located in Lots 43 and 44 of TUALATIN VALLEY HOMES in the southeast quarter of Section 13, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

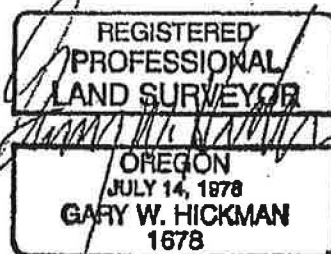
Beginning at the most northerly corner of Lot 42 of said TUALATIN VALLEY HOMES; thence following the northeasterly boundary of that property conveyed to Gerald R. Schiwrse ET UX by deed recorded February 24, 1959 in Book 414, Page 618 of Washington County Deed Records, S 41°40'31" E a distance of 8.74 feet to a point on the southeasterly right-of-way line of S.W. Boones Ferry Road (being 33.00 feet southeasterly of the re-located centerline) as described in No. 2004-58666 of Washington County Records, the "TRUE POINT OF BEGINNING"; thence following said southeasterly right-of-way line, along the arc of a 597.00 foot radius curve to the right 29.39 feet (chord bears N 50°11'39" E 29.39 feet) to a point 33.00 feet right of Engineer's centerline Station 19+91.55; thence N 51°36'16" E a distance of 235.85 feet to the most northerly corner of said right-of-way described in Document No. 2004-58666; thence N 62°12'36" E a distance of 76.15 feet to a 5/8" iron rod with a yellow plastic cap which is 120.00 feet right of Interstate 5 Engineer's centerline Station 203+20; thence following the northwesterly right-of-way line of said Interstate 5 S 16°16'54" W a distance of 380.00 feet to a point 120.00 feet right of Interstate 5 Engineer's centerline Station 207+00; thence S 23°31'42" W a distance of 19.54 feet to a point on the northeasterly boundary of of that said property described in Book 414, Page 618; thence leaving said right-of-way line and following said northeasterly boundary of of that property described in Book 414, Page 618, N 41°40'31" W a distance of 242.60 feet to the "TRUE POINT OF BEGINNING".

Containing an area of 43,674 square feet, more or less (1.00 Acres; more or less).

Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

All bearings for the above descriptions are based upon the plat Washington County Survey No. 19,038.

Doc. 60401_consolidate2.doc
Date: Tuesday, April 11, 2006



RENEWAL DATE 06/30/07
DATE OF SIGNATURE 04/11/06

TEMPORARY SECONDARY
ACCESS TO CLAIMJUMPER

SW LOWER BOONES FERRY ROAD

MEDICAL
OFFICE

SUB-TERRANIAN
PARKING

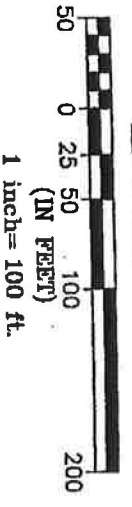
CLAIMJUMPER
RESTAURANT

LEGEND

ADDITIONAL PARKING



EXHIBIT B



"C-1"

PROPERTY DESCRIPTION

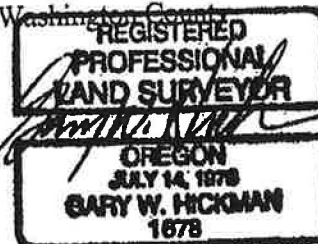
A tract of land located in Lots 41, 42 and 43 of TUALATIN VALLEY HOMES and other property in the northeast quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

Beginning at the most northerly corner of said Lot 42; thence following the northeasterly boundary of that property conveyed to Gerald R. Schiwrse ET UX by deed recorded February 24, 1959 in Book 414, Page 618 of Washington County Deed Records, S 41°40'31" E a distance of 12.74 feet to a point on the southeasterly right-of-way line of S.W. Boones Ferry Road (being 37.00 feet southeasterly of the re-located centerline) as described in Document No. 2004-056462 of Washington County Records, the "TRUE POINT OF BEGINNING"; thence continuing along the northeasterly boundary of that property described in Book 414, Page 618, S 41°40'31" E a distance of 238.60 feet to a point on the northwesterly right-of-way line of Interstate 5 Freeway; thence following said right-of-way line S 23°31'42" W a distance of 139.86 feet to a point 140.00 feet right of centerline at Engineer's Station 209+00; thence S 19°35'31" W a distance of 54.85 feet; thence leaving said right-of-way line, N 70°24'29" W a distance of 16.37 feet; thence S 19°35'31" W a distance of 62.34 feet; thence N 70°24'29" W a distance of 25.12 feet; thence N 38°51'04" W a distance of 12.02 feet; thence S 51°08'56" W a distance of 19.00 feet; thence N 38°51'04" W a distance of 58.50 feet; thence S 51°08'56" W a distance of 16.85 feet; thence N 38°51'04" W a distance of 72.14 feet; thence N 32°13'13" W a distance of 40.27 feet; thence N 15°34'04" E a distance of 21.83 feet; thence N 23°06'49" E a distance of 78.11 feet; thence N 66°53'11" W a distance of 11.21 feet; thence S 23°06'49" W a distance of 8.39 feet; thence N 66°53'11" W a distance of 30.18 feet; thence N 23°06'49" E a distance of 74.28 feet; thence N 45°57'00" E a distance of 51.98 feet; thence N 44°03'00" W a distance of 20.56 feet to the southeasterly right-of-way line of said S.W. Lower Boones Ferry Road; thence following said right-of-way line (being 37.00 feet right of the re-located centerline) N 45°57'00" E a distance of 26.75 feet to a point 37.00 feet right of Engineer's Station 119+29.38 PC; thence following the arc of a 593.00 foot radius curve to the right 29.37 feet (chord bears N 47°22'08" E 29.37 feet) to the "True Point of Beginning". Containing an area of 60,121 square feet, more or less (1.38 Acres).

Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

All bearings for the above descriptions are based upon the plat Washington County Survey No. 19,038.

Doc. 60401_c2.doc
Date: Wednesday, August 09, 2006



RENEWAL DATE *Dec 30 07*
DATE OF SIGNATURE *8 19 06*

"C-2"
PROPERTY DESCRIPTION

A tract of land located in Lots 36, 37, 40, 41, 42 and 43 of TUALATIN VALLEY HOMES and other property in the northeast quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

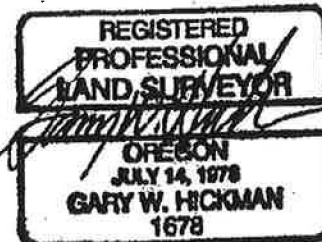
Beginning at the most northerly corner of said Lot 42; thence following the northeasterly boundary of that property conveyed to Gerald R. Schiwrse ET UX by deed recorded February 24, 1959 in Book 414, Page 618 of Washington County Deed Records, S 41°40'31" E a distance of 12.74 feet to a point on the southeasterly right-of-way line of S.W. Boones Ferry Road (being 37.00 feet southeasterly of the re-located centerline) as described in Document No. 2004-056462 of Washington County Records, the "TRUE POINT OF BEGINNING"; thence continuing along the northeasterly boundary of that property described in Book 414, Page 618, S 41°40'31" E a distance of 238.60 feet to a point on the northwesterly right-of-way line of Interstate 5 Freeway; thence following said right-of-way line S 23°31'42" W a distance of 139.86 feet to a point 140.00 feet right of centerline at Engineer's Station 209+00; thence S 19°35'31" W a distance of 54.85 feet; thence leaving said right-of-way line, N 70°24'29" W a distance of 18.50 feet; thence S 19°35'31" W a distance of 73.52 feet; thence N 38°51'04" W a distance of 258.25 feet; thence N 23°06'49" E a distance of 142.07 feet; thence N 45°57'00" E a distance of 51.98 feet; thence N 44°03'00" W a distance of 20.56 feet to the southeasterly right-of-way line of said S.W. Lower Boones Ferry Road; thence following said right-of-way line (being 37.00 feet right of the re-located centerline) N 45°57'00" E a distance of 26.75 feet to a point 37.00 feet right of Engineer's Station 119+29.38 PC; thence following the arc of a 593.00 foot radius curve to the right 29.37 feet (chord bears N 47°22'08" E 29.37 feet) to the "True Point of Beginning".

Containing an area of 61,753 square feet, more or less (1.42 Acres).

Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

All bearings for the above descriptions are based upon the plat Washington County Survey No. 19,038.

Doc. 60401_c1.doc
Date: Wednesday, August 09, 2006



RENEWAL DATE 06/30/07
DATE OF SIGNATURE 8/9/06

Washington County, Oregon 2006-072234
06/16/2006 11:13:23 AM
D-AE Cnt=1 S#m=21 RECORD81
\$310.00 \$8.00 \$11.00 - Total = \$327.00



00968075200600722340620628

Jerry Hanson, 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.
Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



310
6
11

AFTER RECORDING RETURN TO:

John D. Guinasso
Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suite 1700
Portland, OR 97204-3795

OPERATION AND EASEMENT AGREEMENT

THIS OPERATION AND EASEMENT AGREEMENT ("OEA") is made and entered into as of the 16th day of June, 2006, between PROVIDENCE HEALTH SYSTEM—OREGON, an Oregon nonprofit corporation ("Providence"), and BRIDGEPORT COMMONS, LLC, an Oregon limited liability company ("Developer").

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11
327

RECITALS

A. Providence is the owner of the land legally described on Exhibit A attached hereto (the "Providence Tract"). Developer is the owner of the land legally described on Exhibit B attached hereto (the "Developer Tract"). The Providence Tract and the Developer Tract (collectively, the "Project") are contiguous and adjacent to each other.

B. The parties desire to enter into certain covenants and agreements, and to grant to each other certain easements, as set forth herein.

NOW, THEREFORE, it is agreed as follows.

FATCO. NO. NCS-221928

ARTICLE 1 - DEFINITIONS

1.1 Building

“Building” shall mean any enclosed structure located on a Tract, including any outward extensions of such structure and any appurtenant outdoor seating and patio areas.

1.2 Common Area

“Common Area” shall mean all areas within the exterior boundaries of the Project, exclusive of any Building.

1.3 Governmental Authorities and Governmental Requirements

“Governmental Authorities” shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter. “Governmental Requirements” shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

1.4 Occupant and Permittee

“Occupant” shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building in the Project under an ownership right or under any lease, sublease, license, concession, or other similar agreement. “Permittee” shall mean all Occupants and the

employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants and of the Parties.

1.5 Party

"Party" shall mean each signatory hereto and its respective successors and assigns during the period of such Person's fee ownership of any portion of the Project.

1.6 Person

"Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or Governmental Authority.

ARTICLE 2 - EASEMENTS

2.1 Ingress, Egress and Parking

Providence hereby grants and conveys to Developer for its use and for the use of its Permittees, a non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas of the Providence Tract, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Providence Tract, as the same may from time to time be constructed and maintained for such use. This easement includes but is not limited to the Control Area described on Exhibit C. The easement herein established shall be appurtenant to and for the benefit of the Developer Tract, and shall be binding on, enforceable against and burden the Providence Tract.

2.2 Utilities

(a) Each Party hereby grants and conveys to each other Party non-exclusive, perpetual easements in, to, over, under, along and across those portions of the grantor's Tract (exclusive of any portion located within Building areas) necessary for the installation, operation, use, maintenance, repair, relocation, and removal (collectively "Use") of utility lines serving the grantee's Tract. The location of any utility line shall be subject to the prior written approval of the Party whose Tract is to be burdened thereby; such approval may be withheld if the proposed location or Use will materially interfere with the construction of improvements on the grantor's Tract or with the use of the grantor's Tract, in Grantor's reasonable opinion. All easement areas shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company. The grantee shall provide to the grantor a copy of an as-built survey showing the location of such utility line. All utility lines shall be underground except as may be required by Governmental Authorities.

At least thirty (30) days prior to utilizing the easement granted in this Section 2.2, the grantee shall provide the grantor with a written statement describing the need for such easement, shall identify the proposed location of the utility line, the nature of the service to be provided, the anticipated commencement and completion dates for the work. Prior to commencing any work on a grantor's Tract, including any emergency work, the grantee shall provide to the grantor evidence of current insurance coverage in the types and amounts required by Section 5.2. The grantee shall perform such work in compliance with all Governmental Requirements, as quickly as reasonably possible and outside of normal business hours observed on the grantor's Tract whenever possible. Except in the case of a maintenance emergency where such work may be

initiated after reasonable notice, the grantee shall provide the grantor with at least fifteen (15) days prior notice before commencement of any work. The grantee agrees to defend, protect, indemnify and hold harmless the grantor from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the exercise of the rights granted under this section.

(b) Each Party hereby grants and conveys to each other Party owning an adjacent Tract the perpetual right and easement to discharge surface storm water runoff from the grantee's Tract over, upon and across the Common Area of the grantor's Tract, provided, (i) such runoff must not violate any Governmental Requirement, and (ii) such runoff must be incidental and not the primary system of runoff drainage from the grantee's Tract, and (iii) such runoff must be in an amount which does not overburden the drainage system serving the grantor's Tract. In all events, the Developer's Tract shall have the right to discharge its surface storm water into the drainage system as shown on the plans for the Initial Improvements.

2.3 Development Easement

Providence hereby grants to Developer (a) an easement to conduct the construction and use activities within the Control Area (as defined below) and the area of the Initial Improvements as described in Section 3.1 below, and (b) an easement to use the Control Area for staging purposes. These easements shall be appurtenant to and for the benefit of the Developer Tract, and shall be binding on, enforceable against and burden the Providence Tract.

2.4 Reserved Rights.

Subject to compliance with all other provisions of this OEA, each Party reserves the right to change its Tract, to add to or subtract from the Common Areas on its Tract, to close Common Areas on its Tract from time to time, to remove and/or exclude from the Common Areas on its Tract individuals other than bona fide Occupants and Permittees who are visiting the Project, to add improvements to its respective Tract including to the Common Areas (including buildings, kiosks, carts or other improvements), to remove improvements from its respective Tract, and to modify or redevelop all or any part of its respective Tract including exterior building surfaces.

ARTICLE 3 - CONSTRUCTION

3.1 Initial Development of Developer Tract and Common Area

3.1.1 Developer has entered into a lease with Claim Jumper Restaurants, LLC for a portion of Developer's Tract (the "Lease"). Pursuant to the Lease, Developer is obligated to construct certain "Initial Improvements" including driving, parking and landscape areas, together with related infrastructure, on the Developer Tract and on a portion of the Providence Tract.

(a) The configuration of the Initial Improvements to be constructed by Developer pursuant to the Lease is depicted on Exhibit D-1. Developer shall instead configure and construct the Initial Improvements as shown on Exhibit D-2 in the Interim Configuration (as defined below), if, within the time required to reasonably allow the construction of the Initial Improvements in such configuration, the following conditions (the "Conversion Conditions") are met: (i) Developer has obtained an amendment to the Lease and to all required land use

approvals allowing the reconfiguration of the Initial Improvements and of the Control Area to be

as shown on Exhibit D-2 in the Interim Configuration and the subsequent revision of each of the same to the Permanent Configuration (as defined below), all on terms acceptable to Developer in its reasonable discretion, (ii) Developer determines that the cost to construct the Initial Improvements in such Interim Configuration does not exceed the cost to construct the same as shown on Exhibit D-1 or Providence has agreed in writing to pay the excess cost on terms reasonably acceptable to Developer, and (iii) Providence and Developer have approved revised legal descriptions of the Control Area in the Interim Configuration and in the Permanent Configuration prepared at the expense of Providence and such descriptions are substituted as Exhibit C hereto by recorded amendment. Notwithstanding the foregoing, Providence and Developer agree that Exhibit D-2 contains the preferred configurations for the Initial Improvements, and Developer and Providence shall use commercially reasonable diligent efforts to satisfy the above mentioned Conversion Conditions as soon as reasonable possible.

(b) Exhibit D-2 depicts both an "Interim Configuration" and a "Permanent Configuration" of the Initial Improvements and Control Area.

(i) Except as otherwise provided herein, Developer shall build the Initial Improvements as shown on Exhibit D-1. If Developer does so, then thereafter, at such time as the Providence Tract is developed, the Initial Improvements and Control Area shall remain the same, unless the Conversion Conditions shall have been satisfied, in which latter event Providence shall reconfigure the Common Areas to the Permanent Configuration (without violating the rights of the tenant of the Developer Tract to continue use of the Control Area) and the Control Area shall become the Control Area shown in the Permanent Configuration.

(ii) If Developer builds the Initial Improvements before the Providence Tract is developed and does so in accordance with Exhibit D-2, then Developer shall

build the Interim Configuration and the Control Area shall be the Control Area shown in the Interim Configuration. Thereafter, at such time as the Providence Tract is developed, Providence shall reconfigure the Common Areas to the Permanent Configuration (without violating the rights of the tenant of the Developer Tract to continue use of the Control Area) and the Control Area shall become the Control Area shown in the Permanent Configuration.

(iii) If Providence develops the Initial Improvements (see Section 3.1.5), Providence shall construct the same in accordance with Exhibit D-1 and the Control Area shall be as shown on Exhibit D-1, unless the Conversion Conditions shall have been satisfied, in which latter event Providence shall build the Initial Improvements in the Permanent Configuration and the Control Area shall be the Control Area shown in the Permanent Configuration.

(iv) If Developer or Providence constructs the Initial Improvements as shown on Exhibit D-1 with the Control Area as shown thereon, but Developer and Providence subsequently agree that the Control Area shall instead become the Permanent Configuration of the Control Area depicted on Exhibit D-2 (the parties acknowledging that such agreement would occur only if the Conversion Conditions are first satisfied), then Providence shall have the right, at its expense and without violating the rights of the tenant under the Lease, to reconfigure the Common Area and Control Area to conform to the Permanent Configuration depicted on Exhibit D-2.

(v) The term "Control Area" refers to the Control Area (whether shown on Exhibit D-1 or in the Interim Configuration or Permanent Configuration of Exhibit D-2) as in effect at the time in question; unless and until the Conversion Conditions are satisfied, the Control Area is the area described on Exhibit C and depicted on Exhibit D-1.

(vi) The "Initial Improvements" refers to the Initial Improvements to be constructed as shown on Exhibit D-1 or Exhibit D-2, whichever is applicable.

(c) Each of the depictions attached as Exhibit D-1 and Exhibit D-2 includes cross-hatching depicting the "Control Area" of the tenant under the Lease. Providence hereby grants to Developer, and/or the tenant under the Lease, the right to install such additional drive aisles, turning areas, walkways and other improvements as are required by Governmental Authorities in connection with construction of the Initial Improvements or any Building to be located on the Developer Tract or as are reasonably necessary to the use of the Initial Improvements; provided any such additional improvements outside of the Control Area shall be at locations reasonably designated by Providence so long as such designations comply with all Governmental Requirements. One such additional improvement shall be a storm water detention area and related piping if the new city storm water line is not yet installed and operational; such area and piping shall be removed at Developer's expense when the new city line is installed and operational.

3.1.2 Developer shall have the right to construct the Initial Improvements as provided in Section 3.1.1. In furtherance of this right, Providence shall execute and deliver such permit applications, utility easements, right-of-way dedications (limited to a dedication to widen S.W. Boones Ferry Road to 45 feet from its centerline, plus any other reasonable dedication), and other documents as may be reasonably necessary in connection with such activities of Developer, provided any such execution and delivery shall not give rise to any cost or expense to Providence.

3.1.3 Developer shall construct the Initial Improvements substantially in accordance with the specifications shown or referenced on Exhibit E. Developer shall have the right to vary from such specifications as reasonably necessary to comply with actual site conditions, Governmental Requirements, and any variances due to use of the Exhibit D-2 Interim Configuration instead of the Exhibit D-1 configuration, if applicable, provided that any material variation shall require the prior written consent of Providence, which shall not be unreasonably withheld.

3.1.4 The Initial Improvements shall be constructed at the expense of Developer. However, it is acknowledged that (a) certain items of the Initial Improvements will be constructed, due to Governmental Requirements, for the benefit of Providence in connection with the subsequent development and use by Providence of the Providence Tract, (b) certain items will be constructed to special specifications requested by Providence (including pursuant to Section 3.1.6 below) which increase the costs Developer would otherwise incur, and (c) Developer has incurred and will continue to incur additional design costs to evaluate and design the Initial Improvements to meet the special specifications of Providence. All costs of the foregoing are called the "Incremental Costs"; provided, Incremental Costs shall include only out-of-pocket costs, and shall not include attorney fees or legal expenses. The parties agree that Developer shall designate its architect, engineer and/or general contractor to determine, after consultation with Providence, the total Incremental Costs. Such Incremental Costs shall each be reimbursed to Developer within sixty (60) days of invoicing. In the event of a dispute between Providence and Developer as to the amount of any such reimbursement or cost, such dispute shall be settled by final and binding arbitration before a single arbitrator pursuant to the rules and administration of Arbitration Services of Portland.

3.1.5 Once Developer commences construction of the Initial Improvements, Developer shall continue such construction diligently to completion. If Developer has not commenced construction of the Initial Improvements by March 1, 2007, and if Providence desires to construct the same, Providence shall give written notice to Developer of its intent to build the Initial Improvements itself (the "Construction Notice"). If Developer does not then commence construction of the Initial Improvements within sixty (60) days after receipt of the Construction Notice, then Providence shall construct the Initial Improvements commencing within ninety (90) days after such period. In such event, the Initial Improvements shall be constructed continuously and expeditiously by Providence in the Exhibit D-1 configuration, unless otherwise provided herein. Developer shall reimburse Providence for the allocated cost to Providence to construct the Initial Improvements (determined in the same manner as set forth in Section 3.1.4 above), less any Incremental Costs (such as design costs incurred by Developer and not previously reimbursed by Providence), as part of the construction of the Common Areas by Providence, within sixty (60) days of invoicing sent after substantial completion of such work.

3.1.6 In constructing the Initial Improvements, Developer shall cooperate with Providence and undertake steps to modify or refine the design of the Initial Improvements in a manner that reasonably facilitates Providence's intended development plans.

3.2 Development of Providence Tract

3.2.1 Providence has the right to develop and use its Tract in any manner that does not violate Governmental Requirements or this OEA.

3.2.2 Providence agrees that development and use of its Tract is subject to the following restrictions.

(a) The Control Area (as defined above) is subject to the following restriction; this restriction is not limited to the term of the Lease. Providence shall not make any change to the Control Area (including any change while operating the Common Area pursuant to Section 4) without the prior written consent of Developer. It is acknowledged that Developer is not obligated to deliver such consent unless, among other matters, Developer first receives the prior consent to such change from the tenant(s) of the Developer Tract. Notwithstanding the foregoing, if a change to the Control Area is required due to a Governmental Requirement, such change shall be made by Providence, but Providence and Developer shall first jointly address any such change so as to reasonably minimize the impact of the same on the use of the Developer Tract and Control Area by the Permittees of the Developer Tract.

(b) [Omitted.]

(c) [Omitted.]

(d) No use shall be made of the Providence Tract, and no Building shall be constructed on the Providence Tract, which has the effect of reducing the parking of the Project below the "Minimum Parking Count". The Minimum Parking Count is the sum of (x) one hundred thirty-two (132) spaces, plus (b) the number of spaces per 1,000 square feet of Building(s) located on the Providence Tract required by Governmental Requirements from time to time; provided, Providence shall at all times cause the Providence Tract, outside of the Control Area, to contain at least four (4) parking spaces per 1,000 square feet of Buildings on the Providence Tract, except that, in the event of a loss of parking as a result of condemnation, section 6.6.2 shall apply. Providence agrees that Providence shall not initiate or support any zoning or land use change or any Governmental Requirement which would have the effect of limiting use of the Control Area by the Permittees of the Developer Tract as permitted herein or

denying use of the Common Area if required to satisfy any parking, landscaping or other requirements applicable to the Developer Tract. Providence and Developer agree to comply with the Tualatin Development Code provisions dealing with "shared parking" (as amended from time to time) which presently provide as follows:

"Parking facilities may be shared by users on adjacent parcels if the following standards are met:

(i) One of the parcels has excess parking spaces, considering the present use of the property; the other parcel lacks sufficient area for required parking spaces.

(ii) The total number of parking spaces meets the standards for the sum of the number of spaces which would be separately required for each use.

(iii) Legal documentation, to the satisfaction of the City Attorney, shall be submitted verifying permanent use of the excess parking area on one lot by patrons of the uses deficient in required parking area.

(iv) Physical access between adjoining lots shall be such that functional and reasonable access is actually provided to uses on the parcel deficient in parking spaces.

(v) Adequate directional signs shall be installed specifying the joint parking arrangement."

(e) Providence shall conduct development of the Common Area on the Providence Tract in a manner which is not inconsistent with the Initial Improvements in terms of grade, slope, traffic direction, signage and other development matters.

(f) Providence shall conduct development work on the Providence Tract in a manner that will not unreasonably interfere with use or enjoyment of the Initial Improvements by Permittees of the Developer Tract, and that conforms to the Control Area provision set forth in section 3.2.2(a) above.

(g) The Initial Improvements, as shown on Exhibits D-1 and D-2, include a temporary second driveway (the "Temporary Driveway"). The following provisions apply to the Temporary Driveway:

(i) If Developer constructs the Initial Improvements, then the Permittees of the Developer Tract shall have the right to use of the Temporary Driveway as part of the Common Area. At such subsequent time as Providence develops the Providence Tract, Providence shall construct a permanent Southern Driveway (sometimes also known as the Western Driveway) and open the same for use as a Common Area connected to the Initial Improvements on or prior to the date upon which any occupancy is first made of any Building on the Providence Tract (the date of such first occupancy is herein referred to as the "Occupancy Date"), after which time Providence shall promptly remove the Temporary Driveway.

(ii) If Providence constructs the Initial Improvements, Providence shall construct the Temporary Driveway unless, at such time, Providence instead constructs the Southern Driveway.

3.2.3 Prior to the improvement of the Providence Tract, Providence shall maintain the Providence Tract in a neat, clean, and safe condition. Providence shall cause the

improvement of the Common Area on its Tract to be substantially completed no later than the Occupancy Date. Such Common Area shall be constructed in accordance with Governmental Requirements and this OEA, and consistent with the Construction Specifications set out in the attached Exhibit E.

ARTICLE 4 - MAINTENANCE AND REPAIR

4.1 Maintenance by Developer

If Developer constructs the Initial Improvements pursuant to Section 3.1, then Developer shall have the right and obligation to operate the same until the Occupancy Date, without any charge to Providence.

4.2 Maintenance by Providence

4.2.1 Providence shall operate and maintain the Common Area if Providence constructs the Initial Improvements pursuant to Section 3.1.5. In all events, Providence shall operate and maintain the Common Area from and after the Occupancy Date. Providence shall operate and maintain (including making any replacement due to ordinary wear and tear) the Common Area in a first class manner. The minimum standard of maintenance for the Common Area shall be comparable to the standard of maintenance followed in other first class developments of comparable size in the Portland, Oregon metropolitan area; notwithstanding the foregoing, however, the Common Area shall be operated and maintained in compliance with all applicable Governmental Requirements, and the provisions of this OEA. Notwithstanding any other provision hereof, each Party shall maintain all landscaped areas on its Tract at its own expense, and for purposes of the maintenance provisions of this OEA, maintenance of Common Areas by Providence shall not include maintenance of landscape areas on the Developer Tract.

Further, the Proportionate Share (defined below) shall not include any costs related to the landscaped areas on the Providence Tract, except those related to landscape islands located in the parking areas on the Providence Tract. Each Party shall maintain the landscaped areas on its Tract in good condition and state of repair, in compliance with all Governmental Requirements, and in compliance with the provisions of this OEA.

4.2.2 At least 30 days prior to any major work in the parking lots or drive areas, Providence shall advise the Developer of the scope thereof, and the proposed commencement and completion dates. Any work in the Control Area shall be approved and conducted in accordance with Section 3.2.2 above.

4.2.3 Providence shall expend only such funds as are reasonably necessary for the operation and maintenance of the Common Area ("Common Area Maintenance Costs"). For the purpose of this OEA, Common Area Maintenance Costs shall be defined in accordance with Exhibit G.

4.2.4 Providence shall, at least thirty (30) days prior to the beginning of each calendar year during the term of this OEA, submit to Developer an estimated budget ("Budget") for the Common Area Maintenance Costs for operating and maintaining the Common Area for the ensuing calendar year. The Budget shall be commercially reasonable in form and content. Providence shall use its diligent, good faith efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, Providence shall have the right to make emergency repairs to the Common Area to prevent injury or damage to Persons or property, it being understood that Providence shall nevertheless advise Developer of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof.

4.2.5 A share of the Common Area Maintenance Costs shall be allocated to the Developer Tract for payment by Developer (herein the "Proportionate Share"), and the balance of Common Area Maintenance Costs shall be paid by Providence without reimbursement from Developer. The Proportionate Share of Expenses shall be a fraction, the numerator of which shall be the square footage of the Building(s) located on the Developer Tract excluding any outdoor patio area, and the denominator of which shall be the total square footage of all buildings at the Project as such total may vary from time to time. If parts of the Providence Tract are hereafter separately owned or leased pursuant to leases, ground leases or other arrangements under which the owners or lessees of such parcels have direct responsibility for payment of some expenses or performing some tasks that would otherwise be included among Common Area Maintenance Costs, then, in calculating the Proportionate Share of such Common Area Maintenance Costs, the denominator in the foregoing fraction shall not include the area of such tenants or owners. Some Common Area Maintenance Costs (such as refuse collection) may be incurred for services used by or furnished only to Occupants then open for business at the Project; in calculating the Proportionate Share of such Common Area Maintenance Costs, the denominator in the foregoing fraction shall exclude vacant areas. It is specifically acknowledged that Common Area Maintenance Costs related to parking areas shall be allocated to the Developer Tract in a higher proportion than the Proportionate Share in proportion to the relatively higher zoning code parking ratio requirement of the Occupants of the Developer Tract if this is the case from time to time.

4.2.6 Developer shall pay to Providence in equal monthly payments, in advance, the share of the Common Area Maintenance Costs attributable to the Developer Tract based upon the amount set forth in the approved Budget or, if a Budget is not delivered, then the monthly

payment established for the prior year. Within one hundred twenty (120) days after the end of each calendar year, Providence shall provide Developer with a statement certified to Developer and any tenant of the Developer Tract by an authorized officer of Providence, together with supporting invoices and other materials, setting forth the actual Common Area Maintenance Costs paid by Providence for the operation and maintenance of the Common Area (such statement and supporting data are collectively called the "Reconciliation") and the share of the aggregate thereof that is attributable to Developer's Tract. If the amount paid with respect to a Tract for such calendar year shall have exceeded the share allocable to such Tract, Providence shall credit the overpayment to the next sums to be paid by Developer hereunder, or if no additional sums are expected to be owed by Developer to Providence under this Agreement, then Providence shall refund the excess to the Developer at the time the Reconciliation is delivered, or if the amount paid by Developer for such calendar year shall be less than the share allocable to its Tract, Developer shall pay the balance to Providence within sixty (60) days after receipt of such Reconciliation, less any amounts disputed in writing, it being understood and agreed that the 60-day period only establishes the period for payment, and is not to be construed as an acceptance of the Reconciliation. If a Reconciliation is not delivered within one (1) year after the end of the applicable calendar year, then, without excusing the continuing obligation to provide such Reconciliation, Developer shall have no obligation to pay any additional balance for such year as would have been shown by such Reconciliation.

Within one (1) year after the date of receipt of a Reconciliation, Developer shall have the right (itself, or on behalf of or through any of its tenants) to audit the books and records of Providence pertaining to the operation and maintenance of the Common Area for the calendar year covered by such Reconciliation. If such audit shall disclose any error in the determination

of the Common Area Maintenance Costs, or any allocation thereof to the Developer Tract, Developer shall provide Providence with a copy of the audit, and an appropriate adjustment shall be made promptly. If either Party disagrees with the results of the audit, the disagreement shall be resolved by binding arbitration in accordance with the rules of American Arbitration Association. If requested, Providence shall be joined in any such arbitration proceeding involving Developer and any tenant(s) of the Developer Tract. Notwithstanding anything to the contrary, the approval of a prior Reconciliation, or any line item comprising a part thereof, shall not be a waiver of Developer's right to challenge subsequent Reconciliations regarding such line item. The cost of any audit shall be assumed by Developer unless Developer shall be entitled to a refund in excess of three percent (3%) of the amount calculated by Providence as Developer's share for the applicable calendar year, in which case Providence shall pay the cost of such audit.

4.2.7 Providence agrees to defend, indemnify and hold Developer harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney's fees and court costs, arising out of the maintenance and operation by Providence of the Common Area; provided, if Developer orders any Common Area work resulting in such a lien, Developer shall similarly so indemnify Providence.

4.2.8 If any portion of the Common Area on a Tract is damaged or destroyed by any cause whatsoever, whether insured or uninsured, other than damage caused by ordinary use or wear and tear, the owner of such Tract shall, in compliance with all Governmental Requirements, repair or restore such Common Area at its sole cost and expense with all due diligence. Notwithstanding the foregoing, Providence is only obligated hereunder to restore damage to Common Areas on the Providence Tract until the thirtieth (30th) anniversary of the

recording of this OEA, and only to the extent the casualty would be covered by insurance of the type described in Section 5.2 below (regardless of whether Providence in fact maintains such insurance). Developer has the right to repair any damage to the Common Area if Providence fails or declines to do so.

4.2.9 In the event Providence fails to perform any of its maintenance or repair duties under this Section 4.2, and such failure continues for twenty (20) days following written notice from Developer, then, without waiver of any other right or remedy, Developer shall have the right to perform such duty (at the election of Developer, as to the entire Common Area or only as to the Control Area), in which event Providence shall pay to Developer within sixty (60) days of written request an amount equal to the sum expended by Developer in such performance; at the election of Developer, the amount expended by Developer shall be deemed paid by Developer toward and shall be credited against its share of Common Area Maintenance Costs, being offset against payments otherwise due from Developer under this Section 4.2.

4.2.10 The Lease provides that, after the first year in which "Operating Expenses" other than "Taxes" (as those terms are defined in the Lease) meet or exceed \$4.50 per square foot of the Building located on the Developer Tract, Developer shall not collect from its tenant controllable Operating Expenses (i.e., Operating Expenses other than Taxes, insurance costs, utility costs, and security costs) to the extent the cumulative increase of the same exceeds three percent (3%) per year. Providence agrees that the Proportionate Share of increases in controllable Operating Expenses allocated to the Developer Tract and payable by Developer shall in no event exceed the amount which, when added to the other expenses chargeable and charged by Developer under the Lease (including insurance, maintenance and other costs incurred by Developer related to the Project separate from the Proportionate Share of Common Area

Maintenance Costs and for which Developer is entitled to reimbursement under the Lease), would exceed the foregoing limitation; Developer shall share information with Providence to allow Providence to determine and verify the maximum amount payable by Developer in light of this limitation. This limitation shall remain in effect for a period of thirty (30) years following the "Commencement Date" of the Lease, as such term is used in the Lease (or, if the Lease is terminated prior to its Commencement Date, then for a period of thirty (30) years following the date of such termination).

4.3 Buildings

4.3.1 After completion of construction, each Party covenants and agrees to maintain and keep the exterior portion of the Buildings located on its Tract in good condition and state of repair, in compliance with all Governmental Requirements, and in compliance with the provisions of this OEA.

4.3.2 In the event any Building in the Project is damaged by fire or other casualty (whether insured or not), the Party upon whose Tract such Building is located shall, subject to Governmental Requirements and/or insurance adjustment delays, promptly remove the debris resulting from such casualty and provide a sightly barrier, and within a reasonable time thereafter shall, in the owner's sole discretion, either (i) repair or restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this OEA, or (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this OEA, or (iii) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement Building is erected.

ARTICLE 5 - OPERATIONS

5.1 Uses

5.1.1 The Providence Tract shall be used only for retail sales, offices, restaurants or other non-industrial commercial purposes. The Providence Tract shall not be used for any of the purposes listed on Exhibit F nor in violation of this OEA at any time. The Providence Tract shall not be used for short or long term residential use (other than hotel or motel use if consistent with all Governmental Requirements and the other provisions of this OEA). Providence shall not permit any use of all or any part of the Providence Tract in violation of the parking provisions of Section 3.2.2(d) above.

5.1.2 The following use shall not be permitted on the Providence Tract during the term of the Lease, as such term may be renewed or extended, whether or not pursuant to a contractual right of the tenant for such renewal or extension: the operation of a BJ's, Yardhouse, or Cheesecake Factory.

5.1.3 The Developer Tract shall be used only for retail sales, offices, restaurants or other non-industrial commercial purposes. The Developer Tract shall not be used for any of the purposes listed on Exhibit F nor in violation of this OEA at any time. The Developer Tract shall not be used for short or long term residential use (other than hotel or motel use if consistent with all Governmental Requirements and the other provisions of this OEA). If and so long as the Providence Tract is operated as a medical office building and ancillary Common Areas, the Developer Tract shall not be used for diagnostic imaging, performance of surgery, physical or occupational therapy, nor offices for medical doctors; this restriction does not prohibit any other use (examples of uses not prohibited include offices and facilities used by pharmacies or by persons providing dental, chiropractic, veterinary, psychological, or other services, and day spa or

so-called "medi-spa" uses which may include laser, thermage and other cosmetic services). The foregoing provisions of this Section 5.1.3 are subject to the rights of the tenant under the Lease, and Developer shall not be deemed in default hereunder for any violation of this provision by the tenant under the Lease; provided, Developer shall take all reasonable steps at its sole cost and expense to attempt to prevent such a violation or to attempt to enjoin its continuation.

5.1.4 No Party shall use, or permit the use of, Hazardous Materials on, about, under or in its Tract, or the balance of the Project, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial or removal response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Party, whether or not in the ordinary course of business.

For the purpose of this Section 5.1.4, the term (i) "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

5.2 Insurance

5.2.1 Each Party shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars (\$5,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence; such minimum limited shall be increased, unless the Parties otherwise agree, each fifth (5th) anniversary of the date of this OEA by the change in the "Consumer Price Index U.S. City Average All Items" occurring during the preceding five (5) years. The other Parties shall be "additional insureds" under such policy as it applies to the insuring Party's Tract and, if requested, any tenant of the Developer Tract will be an additional insured under the insurance coverage of all owners of the Providence Tract. The coverage maintained by Providence shall extend to all of the Common Area from and after the Occupancy Date. Notwithstanding the foregoing, Providence shall be entitled to self-insure all or any portion of such coverage and any other insurance coverages required to be maintained by Providence under this Agreement, as long as it maintains a bona fide self-insurance program and maintains a tangible net worth of not less than \$50 million.

5.2.2 Each Party agrees to defend, protect, indemnify and hold harmless each other Party and the Permittees of the other Party from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any Person located on the Tract owned by each indemnifying Party; notwithstanding the foregoing, at such time as Providence is maintaining the Common Area pursuant to Section 4.2, Providence agrees

to defend, protect, indemnify and hold harmless Developer and its Permittees from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind, including reasonable attorneys' fees and cost of suit, asserted or incurred in connection with or arising out of the operation of the Common Area, or the performance or failure to perform by Providence of its duties or obligations under this OEA with respect to the maintenance and operation of the Common Area. The foregoing defense and indemnity obligations shall not apply to claims or demands to the extent based on the negligence or willful act or omission of such other Party or its Permittees. In the event it is determined that such other Party was not at fault, then the indemnifying Party shall reimburse such other Party for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

5.2.3 Effective upon the commencement of construction of any Building on its Tract and so long as such Building exists, the applicable Party shall carry, or cause to be carried, property insurance with "Special Form" coverage, in the amount of eighty percent (80%) of full replacement cost thereof (excluding footings, foundations and excavations).

5.2.4 Each Party (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Party (the "Released Party") from any liability for any loss or damage to all tangible property of such Releasing Party located upon any portion of the Project, regardless of negligence, irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. Each Releasing Party agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release and waiver hereinabove given.

5.2.5 All insurance required pursuant to this Section 5.2 shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A/X, and which are authorized to do business in the state where the Project is located. All insurance may be provided under (i) an individual policy covering the Project, or (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Party; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$20,000,000, (iii) self-insurance maintained by a Party whose tangible net worth, at the times such self-insurance program is in use, exceeds \$50,000,000, or (iv) a combination of the foregoing. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by a Party, such Party shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$50,000. Each Party agrees to furnish to any Person requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be. All figures set forth in this provision shall be adjusted on each fifth (5th) anniversary of the date of this OEA in the same manner as described in Section 5.2.1.

Any insurance provision that requires another Person to be added as an "additional insured" shall include the following provisions:

(a) Shall provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this OEA, nor shall such policy be allowed to expire without at least thirty (30) days prior written notice by the insurer to each insured and to each additional insured.

(b) Shall provide for severability of interests.

(c) Shall provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds.

(d) Shall provide for contractual liability coverage with respect to any indemnity obligation set forth therein.

5.3 Taxes and Assessments

Each Party shall pay, or cause to be paid, prior to delinquency all taxes and assessments with respect to its Tract, and all improvements located thereon. Nothing contained herein shall prevent any Party from contesting at its cost and expense any taxes and assessments with respect to its Tract in any manner such Party elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time such contest is concluded (allowing for appeal to the highest appellate court), the contesting Party shall promptly pay all taxes and assessments determined to be owing, together with all interest, penalties and costs thereon. An allocation of taxes imposed on the land value of the parking areas of the Providence Tract shall be made to Developer based on the then current ratio of parking serving the Developer Tract in the same manner and at the same time as described in Section 4.2.5 above.

ARTICLE 6 - MISCELLANEOUS

6.1 Default

6.1.1 The occurrence of any one or more of the following events shall constitute a material default of this OEA by the non-performing Party (the "Defaulting Party"):

(a) The failure to make any payment required to be made hereunder within ten (10) days after written notice that the same is due but unpaid.

(b) The failure to observe or perform any of the covenants or obligations under this OEA, other than as described in (a) above, within twenty (20) days after the issuance of a notice by another Party (the "Non-Defaulting Party") specifying the nature of the default claimed. If such failure reasonably requires more than twenty (20) days to cure, then such failure shall not be a default if the nonperforming Party commences a diligent and good faith effort to cure such failure within such twenty (20) day period and thereafter diligently pursues cure to completion.

6.1.2 [Omitted.]

6.1.3 In the event of a default, each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain or enjoin any violation or threatened violation by another Party of any of the terms, covenants or conditions of this OEA, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this OEA or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event of arbitration or litigation between the Parties regarding this OEA, the prevailing Party shall be entitled to recover from the losing Party, in addition to all other sums and relief, its reasonable attorney fees and costs incurred at and in preparation for

discovery (including depositions), arbitration, trial, appeal and review. Such sums shall be determined by the court or arbitrator. This provision shall apply also to litigation and other proceedings in bankruptcy court, including litigation or proceedings involving issues unique to bankruptcy law.

6.1.4 None of the Persons comprising a Party (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against a Party. Each Party agrees to look solely to the interest in the Tract of a defaulting Party for recovery of damages for any breach of this OEA; provided, however, (a) this limitation shall not apply to a claim against the owner of fee title of a Tract if the owner has separately conveyed or transferred all right to the income stream arising from such Tract, and (b) the foregoing shall not in any way impair, limit or prejudice the right of a Party to pursue equitable relief in connection with any term, covenant or condition of this OEA, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance, and recover all costs, including interest thereon, relating to such enforcement action.

6.2 Title

Each of Providence and Developer represents and warrants that it holds fee title to its respective Tract and that its title is free of any current financial encumbrance or other matter (other than property taxes and assessments) which, if foreclosed, would extinguish the rights and obligations set forth in this OEA; provided, the representation and warranty of Providence shall not be deemed breached by any financial encumbrance or other matter created by Developer, or

any act or omission of Developer, or of which Developer has actual knowledge at the time this OEA is executed and delivered by Developer.

6.3 Estoppel Certificate

Each Party agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Party, it will issue within thirty (30) days after receipt of such request to such Party, or its prospective mortgagee or successor, an estoppel certificate stating to the issuer's knowledge as of such date:

- (a) Whether it knows of any default under this OEA by the requesting Party, and if there are known defaults, specifying the nature thereof in reasonable detail.
- (b) Whether this OEA has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail.
- (c) Whether this OEA is in full force and effect.

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to Common Area Maintenance Costs for any year it is entitled to do so,

or to challenge acts committed by other Parties for which approval by the issuing Party was required but not sought or obtained.

6.4 Notices

All notices, demands and requests (collectively, the "notice") required or permitted to be given under this OEA must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid, or (iv) sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party intended. The initial addresses of the Parties shall be:

Providence:

Providence Health System-Oregon
Real Estate and Property Management
4706 NE Glisan, Suite 100
Portland, Oregon 97213
Attention: Dana White

with copy to:

Kenneth S. Antell
Dunn Carney Allen Higgins & Tongue LLP
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204-1357

Developer:

Bridgeport Commons, LLC
c/o Oregon Pacific Capital Management
Company
1800 SW First Avenue, Suite 600
Portland, Oregon 97201
Attn: Randy Lovre and Julie Leuvrey

with copy to:

John D. Guinasso
Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suite 1700
Portland, OR 97204-3795

Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

6.5 Approval Rights

6.5.1 Except as otherwise provided herein, with respect to any matter as to which a Party has specifically been granted an approval right under this OEA, nothing contained in this OEA shall limit the right of a Party to exercise its business judgment, in its sole discretion, whether or not "objectively" reasonable under the circumstances, and any such decision shall not be deemed inconsistent with any covenant of good faith and fair dealing which may be implied by law to be part of this OEA. The Parties intend by this OEA to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

6.5.2 Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this OEA shall be given by the Party to whom directed within thirty (30) days after receipt thereof. Each disapproval shall be in writing and, subject to Section 6.5.1, the reasons therefor shall be clearly stated. If a response is not given within the required time period, the requested Party shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period will be deemed an approval. Notwithstanding anything contained herein to the contrary, the provisions of this Section 6.5.2 do not apply in any manner or fashion to any request which requires an amendment to this OEA, such requests being governed solely by the provisions of Section 6.8.5.

6.6 Condemnation

6.6.1 In the event any portion of the Project shall be condemned, the award shall be paid to the Party owning the Tract or the improvements taken, and the other Parties hereby waive and release any right to recover any value attributable to the property interest so taken; however, if a separate claim can be filed for the taking of any other property interest existing pursuant to this OEA which does not reduce or diminish the amount paid to the Party owning the Tract or the improvement taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this OEA shall expire or terminate based solely upon such taking. The foregoing shall not limit the obligations of Providence pursuant to Section 6.6.2.

6.6.2 In the event of a condemnation of part of the Project or a sale or transfer in lieu thereof that reduces the number of usable parking spaces on the Project below that which is required herein, Providence shall use its commercially reasonable diligent efforts to restore and/or substitute parking spaces in order to comply with the Minimum Parking Count.

6.6.3 If a substantial portion of the Control Area is taken by condemnation, and such taking substantially impairs the ability to use the Developer Tract, then, if feasible, Providence shall, prior to the date that possession of the condemned area is taken by the condemning authority, provide (or commit to provide as soon as reasonably possible) substantially similar replacement facilities which will restore the ability to use the Developer Tract without substantial impairment; provided, in no event does this provision obligate Providence to include in a reconfigured Control Area more than forty (40) parking spaces that were located outside of the Control Area prior to the condemnation.

6.6.4 For purposes of this OEA, condemnation includes a sale to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power.

6.7 Binding Effect

6.7.1 The terms of this OEA and all easements granted hereunder shall constitute covenants running with the land and shall bind the Tracts described herein and inure to the benefit of and be binding upon each Party and its respective successors and assigns.

6.7.2 A Party transferring all or any portion of its fee interest in the Project shall give notice to all other Parties of whom the transferring Party has actual or constructive notice of such transfer and shall include the name and address of the new Party and a copy of the legal description of the portion of the Tract transferred by such Party. Each Party shall be liable for the performance of all covenants, obligations and undertakings applicable to the Tract or portion thereof owned by it that accrue during the period of such ownership, and such liability shall continue with respect to any portion of the Tract transferred by such Party until the notice of transfer set forth above is given. Until such notice of transfer is given, the transferring Party shall (for the purpose of this OEA only) be the transferee's agent. Once the notice of transfer is given, the transferring Party shall be released from all obligations pertaining to the portion of the Tract transferred arising subsequent to the notice of transfer.

6.8 Construction and Interpretation

6.8.1 This OEA and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this OEA and

the Exhibits attached hereto. This OEA has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such Parties, and such Parties are fully informed with respect thereto; no such Party shall be deemed the scrivener of this OEA; and, based on the foregoing, the provisions of this OEA and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party.

6.8.2 Whenever required by the context of this OEA, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including," "such as," or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation," or "but not limited to," are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

6.8.3 The captions preceding the text of each article and section of this OEA are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this OEA. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this OEA.

6.8.4 Invalidation of any of the provisions contained in this OEA, or of the application thereof to any Person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

6.8.5 This OEA may be amended by, and only by, a written agreement signed by all of the then current Parties and shall be effective only when recorded in the county and state where the Project is located. No agreement to any amendment of this OEA shall ever be required of any Occupant or Person other than the Parties, nor shall any Occupant or Person other than the Parties have any right to enforce any of the provisions hereof. Since the submission of a proposed amendment to the Parties is not an item of "consent" or "approval," each Party may consider any proposed amendment to this OEA in its sole and absolute discretion without regard to reasonableness or timeliness.

6.8.6 This OEA may be executed in several counterparts, each of which shall be deemed an original. The signatures to this OEA may be executed and notarized on separate pages, and when attached to this OEA shall constitute one (1) complete document.

6.9 Negation of Partnership

None of the terms or provisions of this OEA shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

6.10 No Third Party Beneficiaries

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project or of any Tract or portion thereof to the general public, or for any public use or purpose whatsoever. There are no third party beneficiaries hereof.

6.11 Excusable Delays

Whenever performance is required of any Party hereunder, such Party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Party from the prompt payment of any monies required by this OEA nor excuse liability under Section 6.1.2.

6.12 OEA Shall Continue Notwithstanding Breach

It is expressly agreed that no breach of this OEA shall (i) entitle any Party to cancel, rescind, or otherwise terminate this OEA, or (ii) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of the Project. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.

6.13 Time

Time is of the essence of this OEA.

6.14 No Waiver

The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default

under this OEA shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this OEA shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this OEA.

ARTICLE 7 - TERM

7.1 Term of this OEA

This OEA shall be perpetual and shall continue in full force and effect until terminated only by a written instrument, executed by all Approving Parties which terminates this OEA, is recorded in the deed records. The termination of this OEA shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this OEA prior to the date of such termination.

IN WITNESS WHEREOF, the Parties have caused this OEA to be executed effective as of the day and year first above written.

DEVELOPER

BRIDGEPORT COMMONS, LLC,
an Oregon limited liability company

By: Randy W. Love
Name: Randy W. Love
Title: Member

PROVIDENCE

PROVIDENCE HEALTH SYSTEM—OREGON,
an Oregon nonprofit corporation

By: Terry L. Smith
Name: TERRY L. SMITH
Title: CEO/COO

Exhibits

A - Providence Tract (Recital A)

B - Developer Tract (Recital A)

C - Control Area

D-1 - Initial Improvements and Control Area (Section 3.1.1)

D-2 - Alternate Configuration of Initial Improvements and Control Area (Section 3.1.1)

E - Specifications for Initial Improvements (Section 3.1.3)

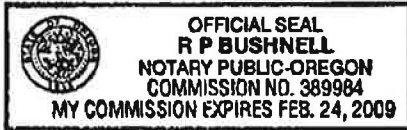
F - Prohibited Uses (Section 3.2.2)

G - Common Area Maintenance Costs (Section 4.2.3)

STATE OF OREGON)

County of Multnomah) ss.

This instrument was acknowledged before me this 13th day of June, 2006, by Randy W. Lovre the member of Bridgeport Commons, LLC, an Oregon limited liability company, on behalf of such limited liability company, as its voluntary act and deed.

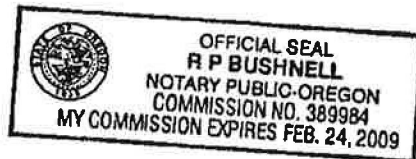


R P Bushnell
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2/24/09

STATE OF OREGON)

County of Multnomah) ss.

This instrument was acknowledged before me this 14th day of June, 2006, by Terry L. Smith the CEO/COO of Providence Health System—Oregon, an Oregon nonprofit corporation, on behalf of such nonprofit corporation, as its voluntary act and deed.



R P Bushnell
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2/24/09

EXHIBIT "A"

PROPERTY DESCRIPTION

LOT CONSOLIDATION T.L. 2S113DC 01100, 01200, 01500 & 2S124AB 00100

A tract of land located in Lots 36, 37, 40, 41, 42 and 43 of TUALATIN VALLEY HOMES and other property in the northeast quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being the Bridgeport Commons LLC property described in Documents 2005-03936 and 2005-21898 of Washington County Records, and further being more particularly described as follows:

Beginning at the most northerly corner of said Lot 42; thence following the northeasterly boundary of that property conveyed to Gerald R. Schiwrse ET UX by deed recorded February 24, 1959 in Book 414, Page 618 of Washington County Deed Records, S 41°40'31" E a distance of 12.74 feet to a point on the southeasterly right-of-way line of S.W. Boones Ferry Road (being 37.00 feet southeasterly of the re-located centerline) as described in Document No. 2004-056462 of Washington County Records, the "TRUE POINT OF BEGINNING"; thence continuing along the northeasterly boundary of that property described in Book 414, Page 618, S 41°40'31" E a distance of 238.60 feet to a point on the northwesterly right-of-way line of Interstate 5 Freeway; thence following said right-of-way line S 23°31'42" W a distance of 139.86 feet to a point 140.00 feet right of centerline at Engineer's Station 209+00; thence S 19°35'31" W a distance of 442.47 feet to a 3/8" iron rod marking a point 163.33 feet right of centerline at Engineer's Station 217+00.69; thence S 16°52'12" W a distance of 228.23 feet; thence leaving said Interstate 5 Freeway right-of-way line and following the southwesterly boundary of the Bridgeport Commons LLC property as described in said Document No. 2005-21898 the following four courses and distances:

- 1) following the southwesterly boundary of said Lot 37 N 38°30'07" W a distance of 105.40 feet to a 1 1/2" aluminum cap marked "Waker Associates Inc" per Washington County Survey Record 24,017 marking an angle point in the boundary of said Lot 37;
 - 2) following the boundary of said Lot 37, N 00°16'23" E a distance of 30.98 feet;
 - 3) N 38°30'07" W a distance of 97.03 feet;
 - 4) following a line lying 20.00 feet northeasterly of and parallel with the southwesterly boundary line of said Lot 40, N 38°31'35" W a distance of 377.95 feet to a point on the S.W. Lower Boones Ferry Road right-of-way line as described in Document No. 2004-056461 of Washington County Records;
- thence following said right-of-way line (being 37.00 feet right of the re-located centerline) N 45°57'00" E a distance of 144.58 feet to a point 37.00 feet right of

Engineer's Station 14+45.80; thence N 44°03'00" W a distance of 4.50 feet to a point 32.50 right of Engineer's Station 14+45.80; thence N 45°57'00" East a distance of 49.00 feet to a point 32.50 right of Engineer's Station 14+94.80; thence S 44°03'00" E a distance of 4.50 feet to a point 37.00 right of Engineer's Station 14+94.80; thence N 45°57'00" E a distance of 237.86 feet to the southeast corner of the S.W. Lower Boones Ferry Road right-of-way line as described in Washington County Documents No. 2004-056462 and being a point on the boundary line common to said Lots 41 and 42; thence following the right-of-way line (being 37.00 feet right of the re-located centerline) as described in Document No. 2004-056462 of Washington County Records, N 45°57'00" E a distance of 196.72 feet to a point 37.00 feet right of Engineer's Station 119+29.38 PC; thence following the arc of a 593.00 foot radius curve to the right 29.37 feet (chord bears N 47°22'08" E 29.37 feet) to the "True Point of Beginning".

Containing an area of 272,366 square feet, more or less (6.25 Acres, more or less).

Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

All bearings for the above descriptions are based upon the plat Washington County Survey No. 19,038.

Doc. 60401_consolidate.doc
Date: Tuesday, April 11, 2006

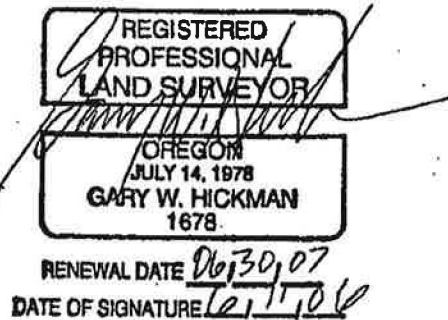


EXHIBIT "B"

PROPERTY DESCRIPTION

LOT CONSOLIDATION T.L. 2S113DC 00700 & 00800

A tract of land located in Lots 43 and 44 of TUALATIN VALLEY HOMES in the southeast quarter of Section 13, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

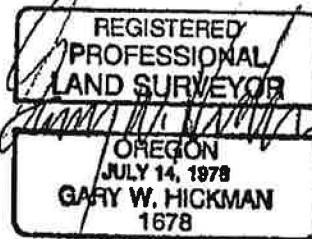
Beginning at the most northerly corner of Lot 42 of said TUALATIN VALLEY HOMES; thence following the northeasterly boundary of that property conveyed to Gerald R. Schiwrse ET UX by deed recorded February 24, 1959 in Book 414, Page 618 of Washington County Deed Records, S 41°40'31" E a distance of 8.74 feet to a point on the southeasterly right-of-way line of S.W. Boones Ferry Road (being 33.00 feet southeasterly of the re-located centerline) as described in No. 2004-58666 of Washington County Records, the "TRUE POINT OF BEGINNING"; thence following said southeasterly right-of-way line, along the arc of a 597.00 foot radius curve to the right 29.39 feet (chord bears N 50°11'39" E 29.39 feet) to a point 33.00 feet right of Engineer's centerline Station 19+91.55; thence N 51°36'16" E a distance of 235.85 feet to the most northerly corner of said right-of-way described in Document No. 2004-58666; thence N 62°12'36" E a distance of 76.15 feet to a 5/8" iron rod with a yellow plastic cap which is 120.00 feet right of Interstate 5 Engineer's centerline Station 203+20; thence following the northwesterly right-of-way line of said Interstate 5 S 16°16'54" W a distance of 380.00 feet to a point 120.00 feet right of Interstate 5 Engineer's centerline Station 207+00; thence S 23°31'42" W a distance of 19.54 feet to a point on the northeasterly boundary of of that said property described in Book 414, Page 618; thence leaving said right-of-way line and following said northeasterly boundary of of that property described in Book 414, Page 618, N 41°40'31" W a distance of 242.60 feet to the "TRUE POINT OF BEGINNING".

Containing an area of 43,674 square feet, more or less (1.00 Acres; more or less).

Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

All bearings for the above descriptions are based upon the plat Washington County Survey No. 19,038.

Doc. 60401_consolidate2.doc
Date: Tuesday, April 11, 2006



- Page DATE OF SIGNATURE 04/11/06

EXHIBIT "C"

PROPERTY DESCRIPTION

CLAIM JUMPER CONTROL AREA

A tract of land located in Lots 41, 43 and 44 of TUALATIN VALLEY HOMES in the southeast quarter of Section 13, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being more particularly described as follows:

Beginning at the most northerly corner of Lot 42 of said TUALATIN VALLEY HOMES; thence following the northeasterly boundary of that property conveyed to Gerald R. Schiwrse ET UX by deed recorded February 24, 1959 in Book 414, Page 618 of Washington County Deed Records, S 41°40'31" E a distance of 8.74 feet to a point on the southeasterly right-of-way line of S.W. Boones Ferry Road (being 33.00 feet southeasterly of the re-located centerline) as described in No. 2004-58666 of Washington County Records, the "TRUE POINT OF BEGINNING"; thence following said southeasterly right-of-way line, along the arc of a 597.00 foot radius curve to the right 29.39 feet (chord bears N 50°11'39" E 29.39 feet) to a point 33.00 feet right of Engineer's centerline Station 19+91.55; thence N 51°36'16" E a distance of 236.94 feet to the most northerly corner of said right-of-way described in Document No. 2004-58666; thence N 62°12'36" E a distance of 76.15 feet to a 5/8" iron rod with a yellow plastic cap which is 120.00 feet right of Interstate 5 Engineer's centerline Station 203+20; thence following the northwesterly right-of-way line of said Interstate 5 S 16°16'54" W a distance of 380.00 feet to a point 120.00 feet right of Interstate 5 Engineer's centerline Station 207+00; thence S 23°31'42" W a distance of 19.54 feet to a point on the northeasterly boundary of of that said property described in Book 414, Page 618; thence S 23°31'42" W a distance of 139.86 feet; thence S 19°35'31" W a distance of 115.65 feet; thence leaving said right-of-way line, N 70°19'28" W a distance of 173.52 feet; thence N 19°39'17" W a distance of 297.03 feet; thence N 43°58'00" W a distance of 40.34 feet; thence along the arc of a 30.00 foot radius curve to the left 17.22 feet (chord bears N 60°24'31" W 16.98 feet) to a point on the southeasterly right-of-way line of said S.W. Boones Ferry Road (being 37.00 feet southeasterly of the re-located centerline) as described in No. 2004-056462 of Washington County Records; thence following said right-of-way line, N 45°57'00" E a distance of 28.69 feet to the said northeasterly boundary of that property conveyed to Gerald R. Schiwrse; thence following said northeasterly boundary, N 41°40'31" W a distance of 4.00 feet to the "TRUE POINT OF BEGINNING".

Containing an area of 100,037 square feet, more or less (2.296 Acres, more or less).

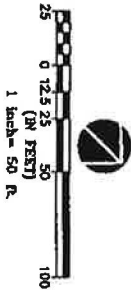
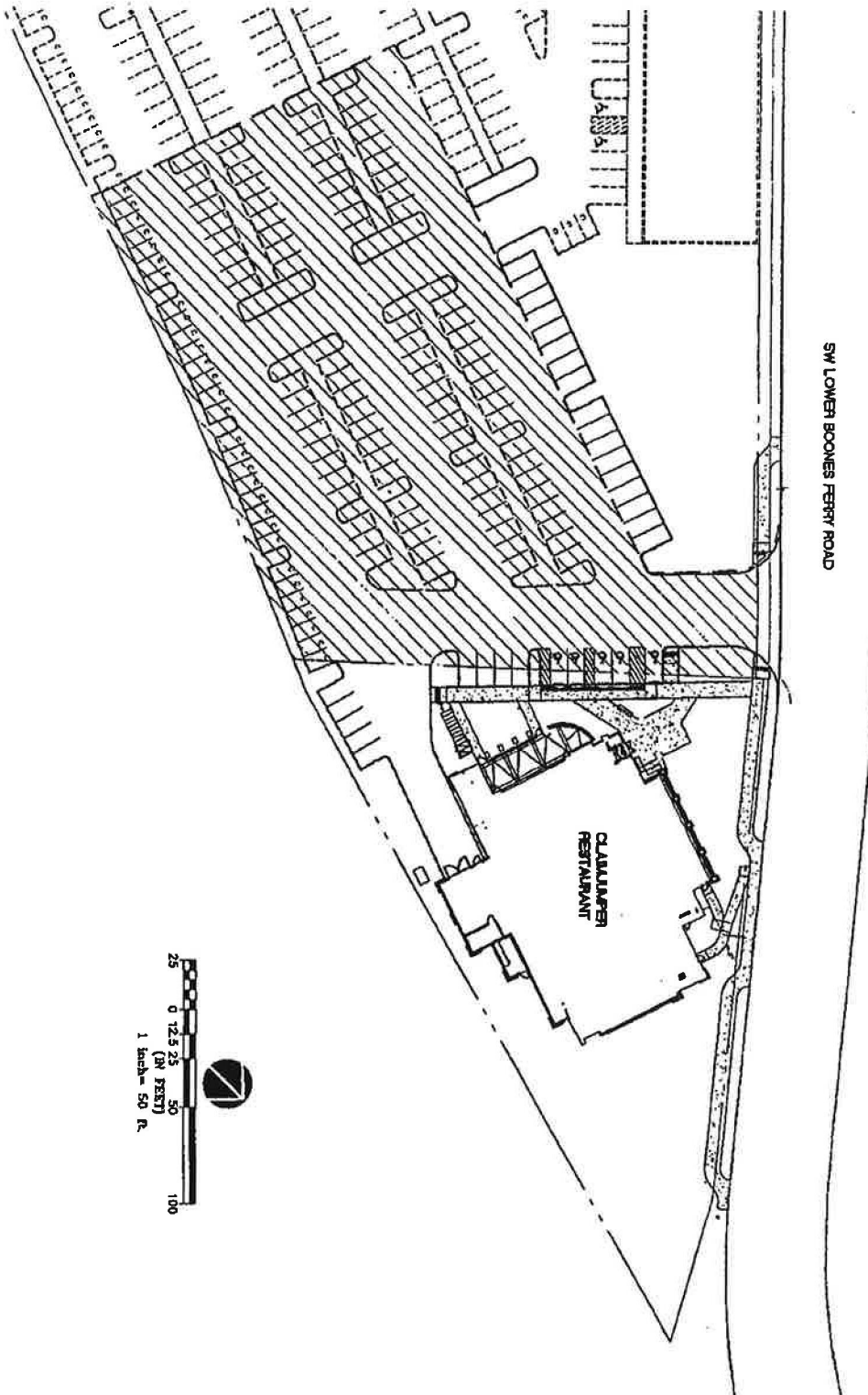
Subject to: All easements, restrictions and rights-of-way of record and those common and apparent on the land.

All bearings for the above descriptions are based upon the plat Washington County
Survey No. 19,038.

Doc. 60401_controlarea.doc

Date: Friday, May 12, 2006

EXHIBIT D-1



2004/04/21/01

JOB NO:
2004/04/21/01

SHEET:
EX.3

CHECKED BY:

DATE:

DRAWN BY:

SHEET TITLE:
ARCHITECTURAL
REVIEW SUBMITTAL
CONTROL AREA

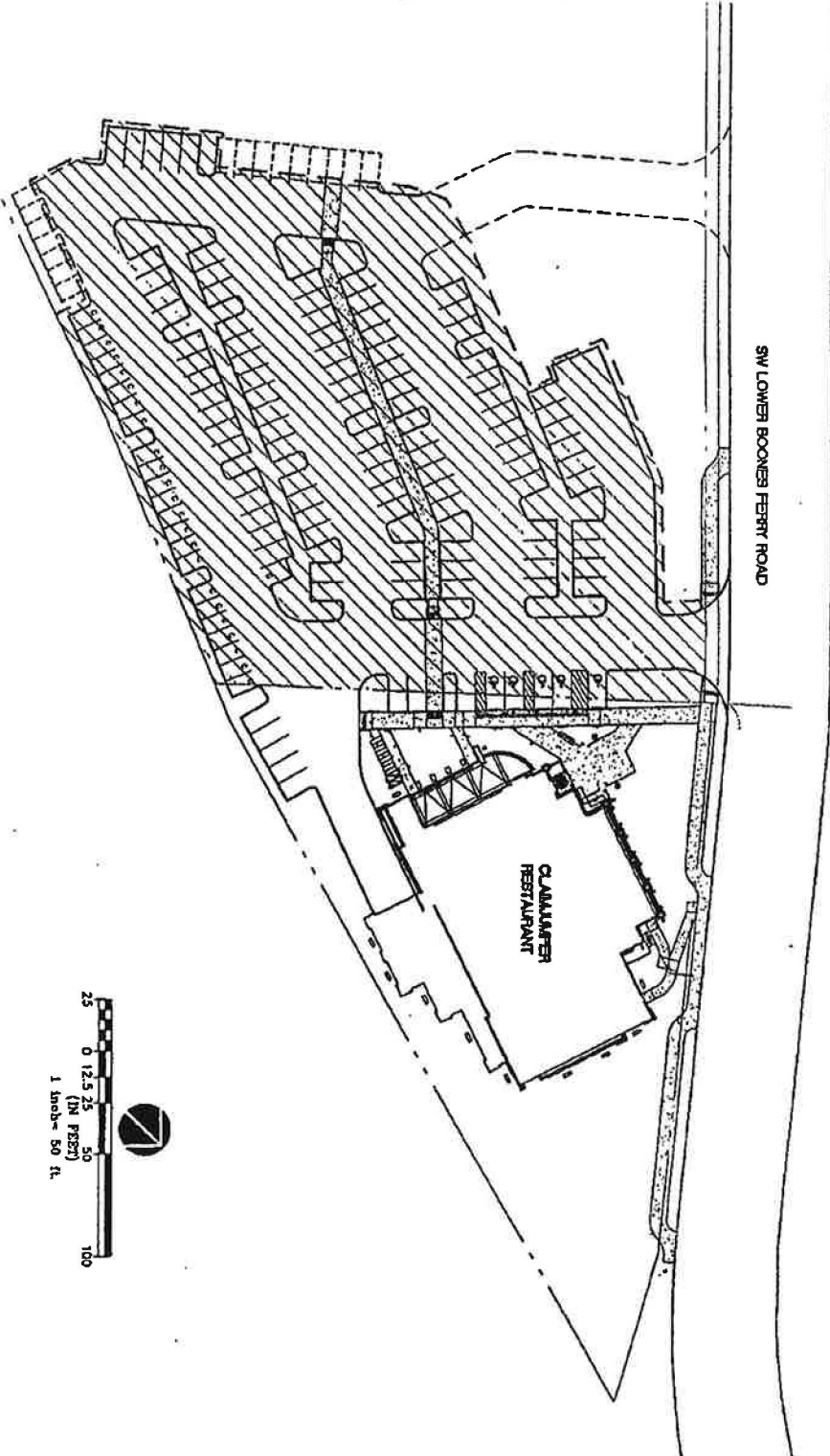
PROJECT:
PROJECT
CONTAINERS

CLIENT:
OREGON PACIFIC
MANAGEMENT
CORPORATION

GROUP
MACKENZIE

Civil Engineering	Architecture
Structural Engineering	Interior Design
Transportation Planning	Landscape Planning
Portland OR	Vancouver WA
503.224.8980	360.616.7678
	Seattle WA
	206.748.8883

**EXHIBIT D-2
INTERIM CONFIGURATION**



2004/10/21/01 VISITORS CONTROL AREA P10 04/17/04 12:00-11:30

SHEET TITLE:
VISITORS CONTROL AREA

DATE:
04/17/04

DRAWN BY:
[Name]

CHECKED BY:
[Name]

SHEET:
EX.1

JOB NO.:
2004/10/21/01

PROJECT:
BROOKFORD COMMONS

GROUP
MACKENZIE

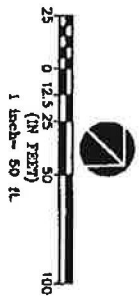
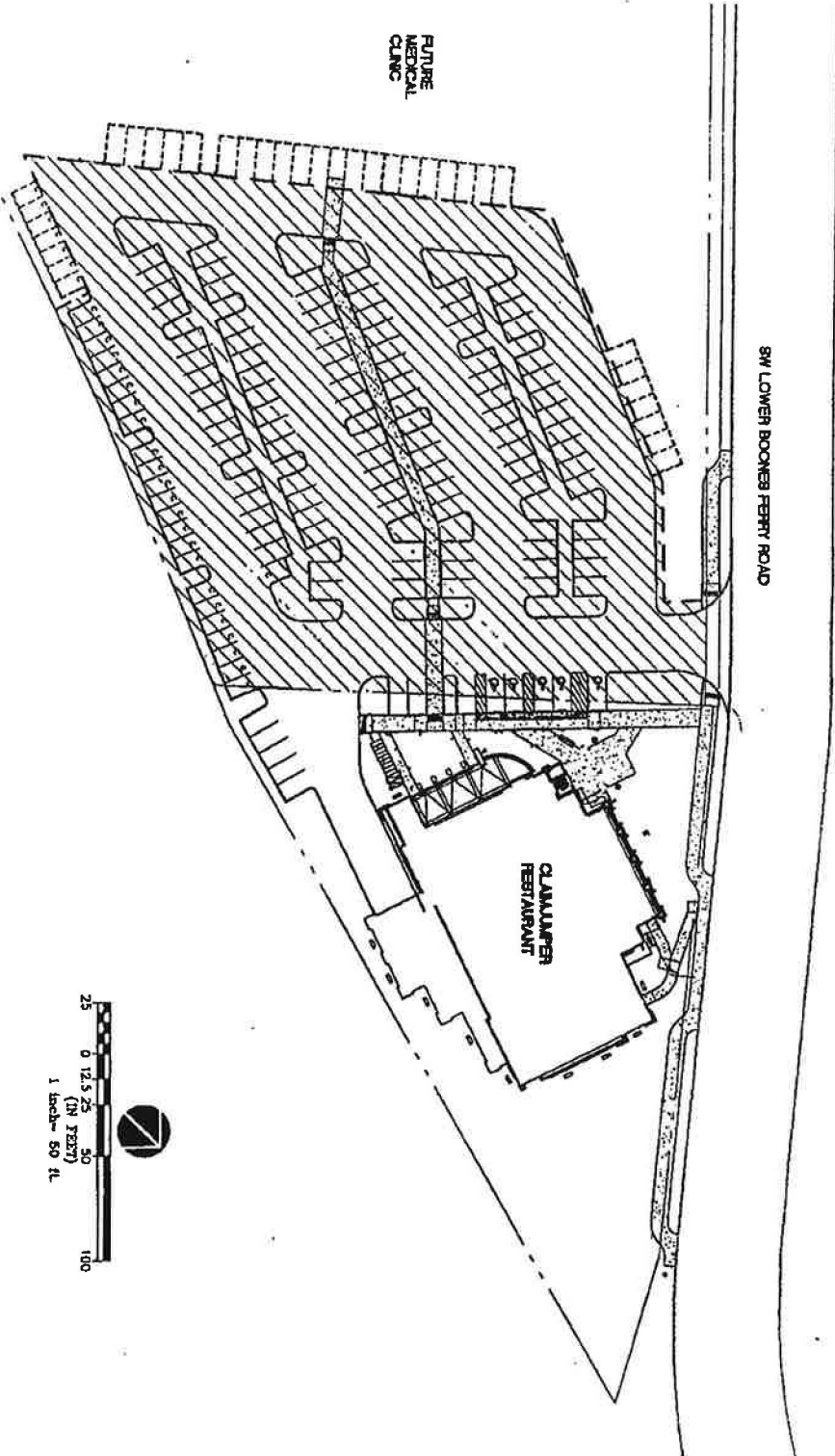
CLIENT:
WESTERN PACIFIC CORPORATION

Architects:
Civil Engineering
Structural Engineering
Transportation Planning
Portland OR 503.254.8960

Interior Design:
Land Use Planning
Vancouver WA 360.495.7879

Seattle WA:
206.748.8989

EXHIBIT D-2
FINAL CONFIGURATION



2004/01/01 12:00 PM V:\PROJECTS\12042101.dwg PLOT DATE: 09/27/09 14:07:13

SHEET TITLE
REVISION CONTROL AREA

DATE:
DRAWN BY:
CHECKED BY:

SHEET:
EX.2

JOB NO.:
200402101

PROJECT:
BRIDGEPORT COMMONS

GROUP
MACKENZIE

CLIENT:
OYEGON PACIFIC MANAGEMENT CORPORATION

Civil Engineering	Architecture
Structural Engineering	Interior Design
Transportation Planning	Land Use Planning
Portland OR 503.224.8880	Seattle WA 206.746.8883

EXHIBIT E

Specifications for Initial Improvements

Bridgeport Commons Site Development Standards

Site Lighting

Pedestrian Light

Architectural Area Lights, Spectra: SP 2, Indirect Type 3, Metal Halide, T, STS, ULS
15' Metal Pole, 3" diameter

Bollard Path Light

Gardco, BRM24 42 32TRF 277 BLP

Parking and Internal Roadway Light

Hadco, E19-A4-B-2-250HPS-HS\ (and Double Head where applicable)
20' Metal Pole

Average Illumination

1 foot candle at pavement surface

Dark sky compliant site lighting

Tree Standards

Primary Parking Lot Tree

- Amanogawa Cherry/ Prunus serrulata 'Amanogawa' (20'h x 6'w)
- David's Maple/ Acer davidii (30'h x 25'w)
- Pacific Sunset Maple/ Acer truncatum x Acer platanoides (30'h x 25'w)
- Dove Tree/ Davidia involucrate (30'h x 30'w)
- Goldenrain Tree/ Koelreuteria paniculata (30'h x 30'w)
- Sargent Cherry/ Prunus sargentii (30'h x 30'w)
- Edgewood Pear/ Pyrus calleryana x betulaefolia 'Edgewood' (30'h x 25'w)

Edge Parking Lot Tree

- Amanogawa Cherry/ Prunus serrulata 'Amanogawa' (20'h x 6'w)
- Apollo Maple/ Acer saccharum 'Barrett Cole' (25'h x 10'w)
- Dream Catcher Cherry/ Prunus 'Dream Catcher' (25'h x 15' w)
- Rocky Mountain Maple/ Acer glabrum (25'h x 15' w)

Parking Lot Swale Tree

- American Hornbeam/ Carpinus caroliniana (25'h x 20'w)
- Eastern Redbud/ Cercis canadensis (25'h x 30'w)
- Shadblow Serviceberry/ Amelanchier canadensis (10'h x 6'w)
- Water Birch/ Betula occidentalis (20'h x 15'w)
- Sour Gum/ Nyssa sylvatica (35'h x 20'w)

1 - EXHIBIT E

PDX/113937/147208/JDG/1406408.4

4/28/06 2:59 PM

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Site Details

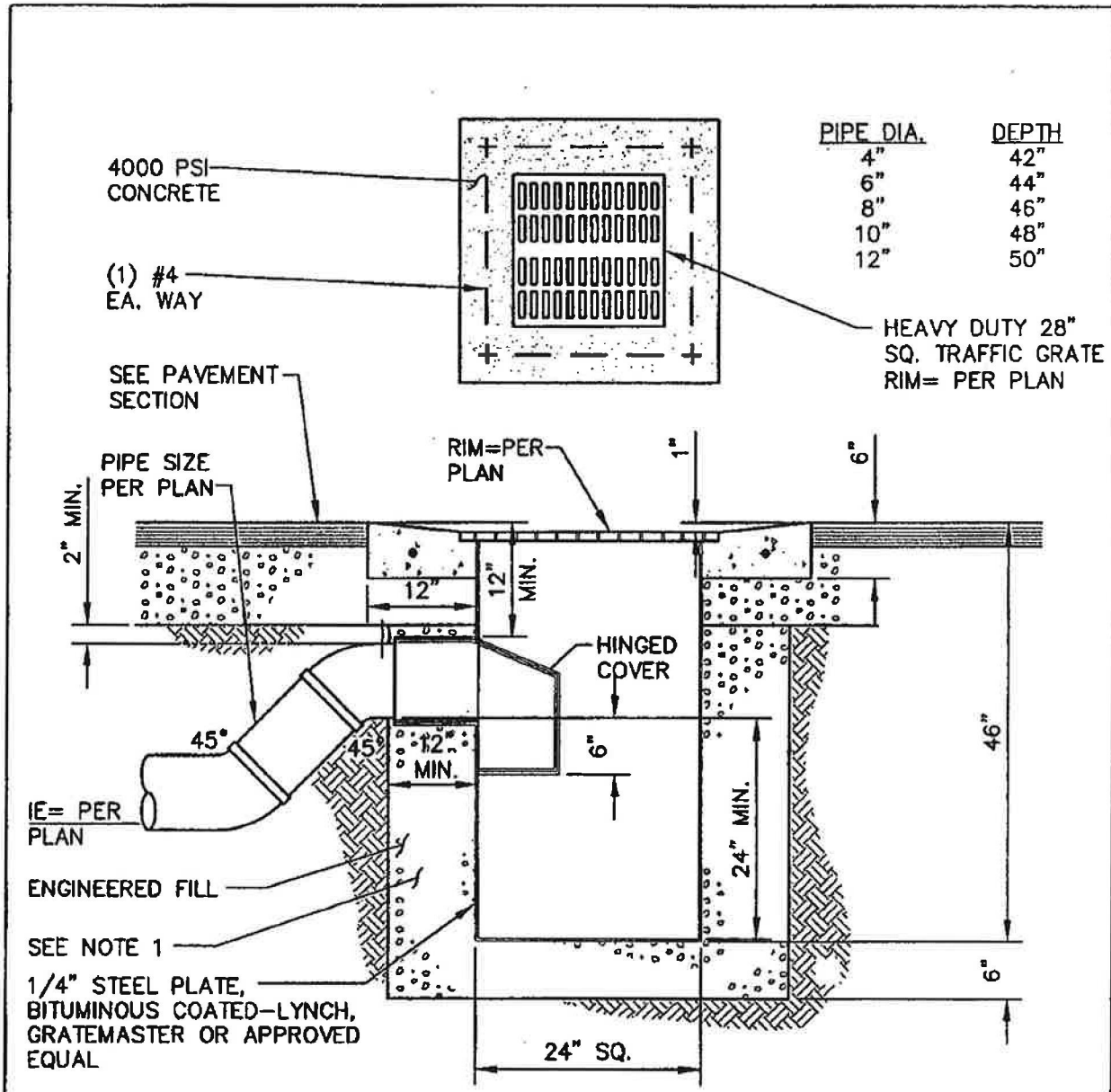
E-01	Catch Basin
E-02	Pipe Bedding and Backfill
E-03	Asphalt and Concrete Pavement
E-04	Concrete Wheel Stop and Extruded Curb
E-05R	Filtration Basin Cross Section
E-06	Standard Concrete Curb

2 -- EXHIBIT E

PDX/113937/147208/JDG/1406408.4

4/28/06 2:59 PM

PDX/113937/147208/JDG/1420141.1



PIPE DIA.	DEPTH
4"	42"
6"	44"
8"	46"
10"	48"
12"	50"

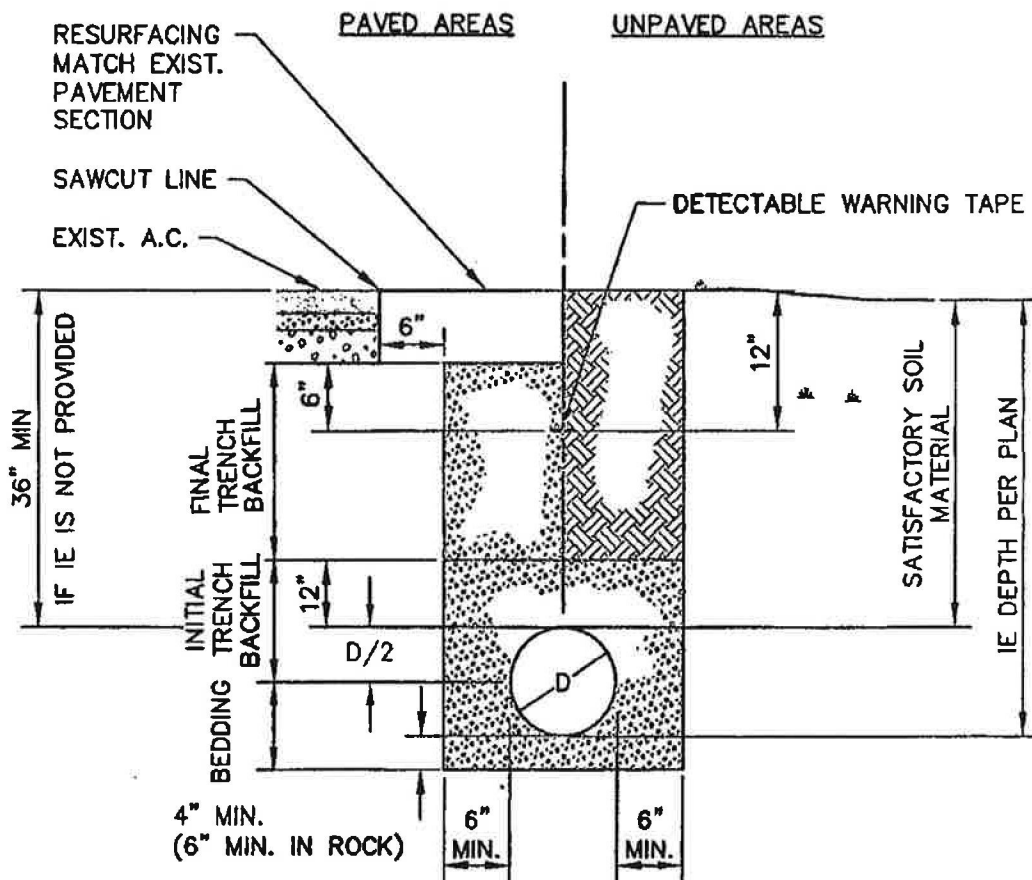
HEAVY DUTY 28" SQ. TRAFFIC GRATE RIM= PER PLAN

SEE NOTE 1
1/4" STEEL PLATE, BITUMINOUS COATED-LYNCH, GRATEMASTER OR APPROVED EQUAL

NOTE:
1. CONTRACTOR TO WIDEN EXCAVATION AS REQUIRED TO OBTAIN COMPACTION WITH CONTRACTORS COMPACTION EQUIPMENT.

CATCH BASIN
N.T.S.

	TITLE:	STD CONSTRUCTION DETAILS	DATE:	04/20/06
			SHEET NO.	E - 01



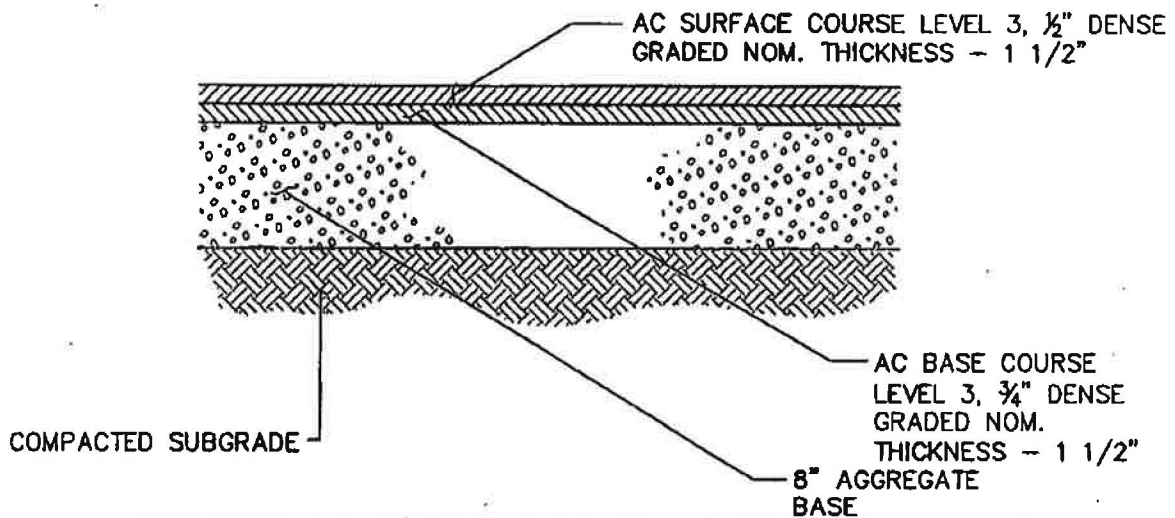
NOTES:

1. COMPACT BACKFILL IN LANDSCAPE AREAS.

PIPE BEDDING AND BACKFILL

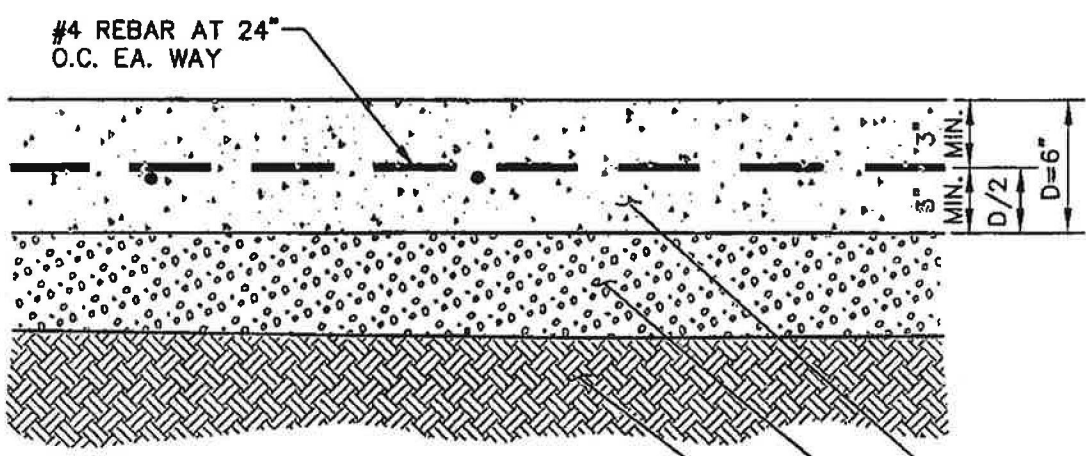
N.T.S.

 <p>kpff Consulting Engineers</p>	TITLE: STD CONSTRUCTION DETAILS	DATE: 04/20/06
		SHEET NO. E - 02



ASPHALT PAVEMENT SECTION (TYP. ALL AREAS)

N.T.S.



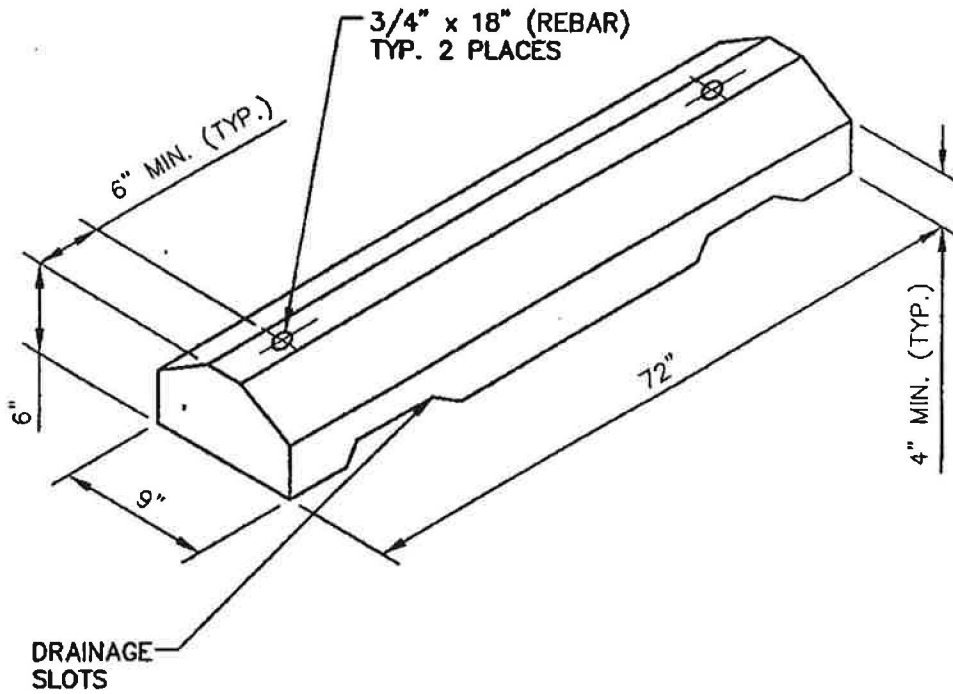
NOTES:

1. CONCRETE SHALL BE 4000 PSI.
2. INSTALL CONTRACTION JOINTS AND EXPANSION JOINT AT SPECIFIED INTERVALS. SEE ARCH. PLANS.

CONCRETE PAVEMENT SECTION

N.T.S.

	TITLE: STD CONSTRUCTION DETAILS	DATE: 04/20/06
		SHEET NO. E - 03



PRECAST CONCRETE WHEEL STOP

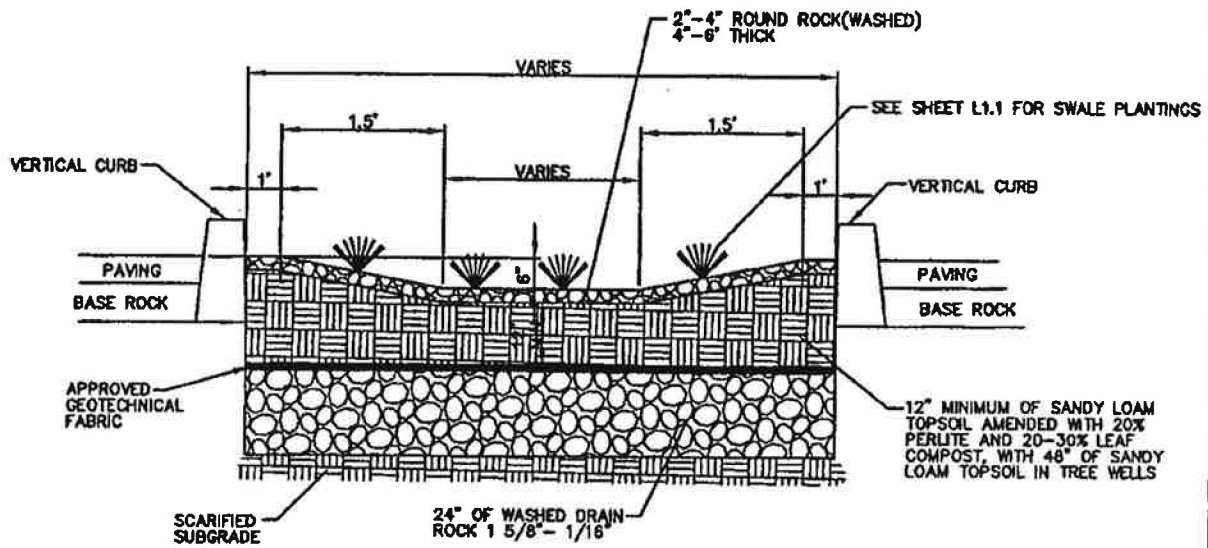
N.T.S.

NOT USED ON SITE

EXTRUDED CURB

N.T.S.

	TITLE:	DATE:
	STD CONSTRUCTION DETAILS	04/20/06
		SHEET NO.
		E - 04




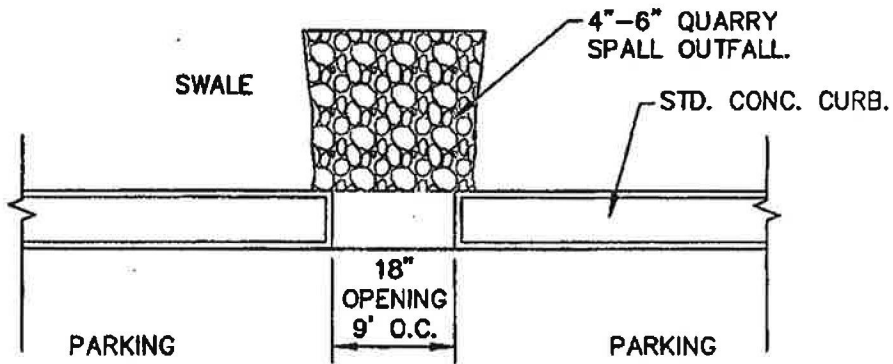
WQ/INFILTRATION SWALE CROSS SECTION

N.T.S.

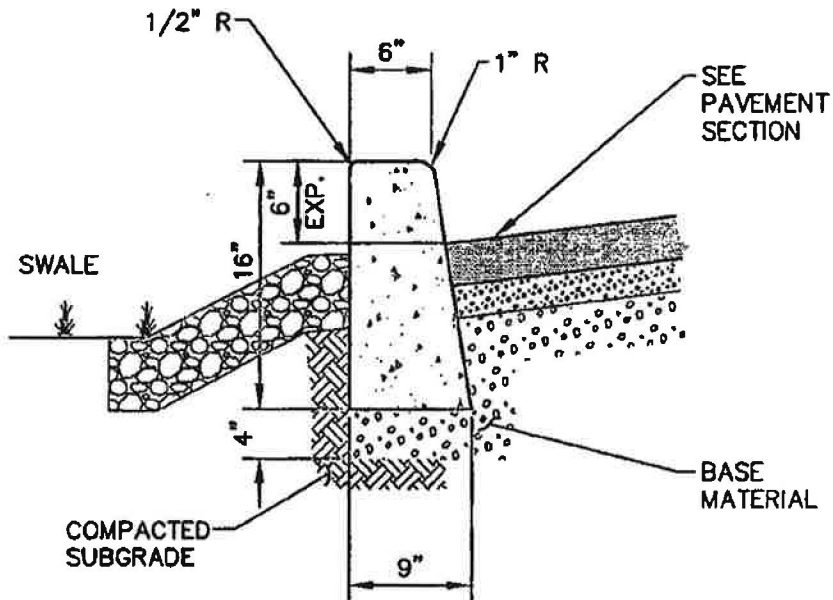
NOTES:

1. SEE LANDSCAPE PLANS FOR PLANTING IN SWALES

	TITLE: STD CONSTRUCTION DETAILS	DATE: 04/20/06
		SHEET NO.: E - 05



TOP VIEW



NOTES:

1. CONCRETE SHALL BE 4000 PSI.
2. INSTALL CONTRACTION AND EXPANSION JOINTS AT SPECIFIED DISTANCES.
3. 18" SCUPPER CENTERED ON PARKING STALL.

STANDARD CONCRETE CURB

N.T.S.

	TITLE: STD CONSTRUCTION DETAILS	DATE: 04/20/06
		SHEET NO. E - 06

EXHIBIT F

Prohibited Uses

The following uses and uses of the like type, even on a temporary basis, are prohibited.

Goodwill or Salvation Army

Dollar, Discount or One Price

Amusement or Carnival

Theater (Cinema or Performance)

Factory Outlet

Warehousing

Bowling Alley or Skating Rink

Sale of any indecent or pornographic materials

Catering (except as incidental to a primary restaurant use)

Off-track Betting

Billiard Parlor

Funeral Parlor

Massage Parlor

Exercise School, Gym or Health Spa

School, library or places of instruction

Video or Game Arcade

Any gambling or gaming machines or uses

Industrial or Storage use

1 - EXHIBIT F

PDX/113937/147208/JDC/1406408.4

4/27/06 4:02 PM

PDX/113937/147208/JDC/1417372.4

Drug Addiction Treatment Facility

2 - EXHIBIT F

PDX/113937/147208/JDG/1406408.4

4/27/06 4:02 PM

PDX/113937/147208/JDG/1417372.4

EXHIBIT G

Common Area Maintenance Costs

1. Common Area Maintenance Costs. The term "Common Area Maintenance Costs" means all reasonable expenses paid or incurred by or on behalf of Providence for the management, operation, maintenance, repair, and restoration of the Common Area, other than costs related to landscape areas on the Providence Tract. Common Area Maintenance Costs include, but are not limited to, all expenses with respect to the following:
 - (a) [Omitted];
 - (b) All premiums related to insurance, including liability, property damage, rent loss, and such other insurance as Providence is required to obtain by its lender or Governmental Requirements with regard to the Common Area only;
 - (c) Electricity, water, sewer and other services or utilities furnished to the Common Area, together with any taxes thereon, including utilities provided to the Common Area and Common Area signs;
 - (d) Cleaning, sweeping, refuse collection, and security services;
 - (e) Repairs, alterations, services and general maintenance, including the costs of materials, parts, tools, equipment, and supplies;
 - (f) Improvements and other modifications to the Common Area that insurance bodies or Governmental Authorities may require (unless required as part of the initial development of the Common Area);
 - (g) An administrative fee equal to 10% of all other Common Area Maintenance Costs;

1 - EXHIBIT G

PDX/113937/147208/JDG/1406408.4
4/27/06 4:02 PM
PDX/113937/147208/JDG/1417372.4

(h) All other expenses incurred with respect to the operation, management, repair, and maintenance of the Common Area; and

(i) A reserve for expenses of the type described above which are incurred less frequently than annually, such as restriping, resealing, replacing, recoating, and removing snow from paved areas of the Common Area. Providence reserves the right to adjust the reserve contribution annually. The reserve does not bear interest and may be commingled with other funds of Providence.

2. Exclusions. Notwithstanding the foregoing, the following are excluded from Common Area Maintenance Costs:

(a) any fines assessed against Providence, unless due to violation by Developer or its Permittee of any Governmental Requirement;

(b) interest, principal, points, and fees on debts or amortization on any mortgage or mortgages or any other debt instrument encumbering the Common Area;

(c) Providence's general corporate overhead, or general and administrative expenses;

(d) costs incurred by Providence for the repair of damage to the portion of the Common Area and costs incurred by Providence due to the gross negligence or willful misconduct (including any violation of Governmental Requirements) of Providence or its Permittees or the violation by Providence or any tenants or other occupants of the terms and conditions of any lease of space or other agreements;

(e) costs, including permits, licenses and inspection costs, incurred with respect to the installation of a tenant or other occupants' improvements to the Common Area or

incurred in renovating or otherwise improving, decorating, painting or redecorating improvements for another tenant or other occupants of the Common Area;

(f) leasing commissions, attorneys' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments, space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other Occupants of the Providence Tract;

(g) Providence's charitable or political contributions;

(h) costs associated with the operation of the business of the entity which constitutes Providence, as the same are distinguished from the costs of operation of the Common Area;

(i) costs associated with the operation, repair, or maintenance of any Common Area, the operation and/or maintenance of which is provided and paid for by a different Occupant of the Project;

(j) costs associated with the operation, repair, or maintenance of any Building located in the Project,

(k) costs associated with any carts, kiosks, tents or other Occupants in the Common Area;

(l) ground rent in connection with the lease of the land on which the Common Area is situated;

(m) income, excess profits or franchise taxes or other such taxes imposed on or measured by the income of Providence from the operation of the Common Area;

(n) depreciation of the Common Area;

(o) costs incurred in connection with the original construction of the Common Area or any material addition to the Common Area (as opposed to replacement) which under generally accepted accounting principles is properly classified as capital improvements;

(p) costs incurred by Providence to enforce the terms of any lease;

(q) costs of repairing design or construction defects;

(r) costs of advertising;

(s) expenses related to vacant space, including utility costs, security and renovation;

(t) costs and expenses related to Hazardous Materials, except for de minimus clean-ups in the Common Area, such as oil spills;

(u) the initial costs to purchase and install art work, sculptures or other similar items (although maintenance of such items shall be included in Common Area Maintenance Costs);

(v) management fees;

(w) all costs related to landscape maintenance on the Providence Tract, including water and other utilities consumed for such purpose; and

(x) any other cost or expense which is not an "Operating Expense" under the Lease.

After recording, please return to:
Washington County Surveyor's Office
155 North First #350-15
Hillsboro, Oregon 97124

**RESTRICTIVE COVENANT
FOR MOTOR VEHICLE
ACCESS**

Washington County, Oregon 2007-059374
05/29/2007 03:54:32 PM
D-PP8 CTR=1 STN=10 A DUYCK
\$5.00 \$6.00 \$11.00 - Total = \$22.00



01120598200700563740010015
I, Richard Hobenicht, 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 Hobenicht, Director of Assessment and Taxation, Ex-Officio County Clerk



Providence Health System-Oregon, an Oregon nonprofit corporation, grantor, being lawfully seized in fee simple of the following described premises, in consideration of the granting of an Architectural Review, Item No. AR ~~05-21~~ ⁰⁶⁻²⁴, which is the whole consideration, heretofore granted by the City of Tualatin, State of Oregon, does hereby restrict direct motor vehicle access from the subject property to SW Lower Boones Ferry Road, except at certain driveway locations approved by Casefile AR ~~05-21~~ ⁰⁶⁻²⁴ over that certain real property situated in the City of Tualatin, County of Washington and State of Oregon, and being more particularly described as follows:

That tract of land situated in the Southeast One Quarter of Section 13, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, described in deed to Providence Health System-Oregon, an Oregon nonprofit corporation, as recorded in Document No. 2006-072233, in the Washington County Book of Records.

This restrictive covenant shall run with the land, burdening the subject site and to the benefit of the citizens of Washington County. It is binding on the parties, their heirs, successors and assigns, and before this restrictive covenant can be removed, authorization must first be obtained from the City of Tualatin with the written consent of Washington County.

The execution of this agreement in no way limits, restricts, or pre-empts the authority of Washington County/City of Tualatin to exercise any of its governmental authority applicable to said property.

Dated this 24th day of May, 2007.

Providence Health System-Oregon,
an Oregon nonprofit corporation

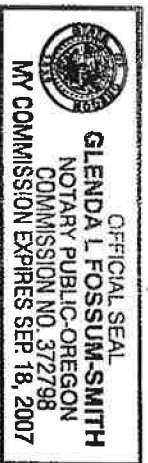
By: [Signature]
Dana White, Regional Director

STATE OF OREGON)

County of Washington) ss.

Mu (Thomach)

This instrument was acknowledged before me on this 24th day of May, 2007, by Dana White, Regional Director, on behalf of said corporation.



[Signature]
Notary Public for Oregon
My Commission Expires: Sept 18, 2007

Approved as to Form:

S/s Loretta Skurdahl,
Senior Assistant County Counsel
Date: 10/28/02

Restrictive Covenant
Item No. AR ~~05-21~~ ⁰⁶⁻²⁴
JK



PROPOSED DRIVEWAY SIGHT DISTANCE
TUALATIN, OREGON

FIGURE
2