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AGREEMENT

34-A-96789

This agreement is entered into as of November 1, 1978 between UNITED STATES NATIONAL BANK OF OREGON, a national banking association (hereinafter "Bank"), CHARLES E. BERNARD, VIVIAN BERNARD, MURIEL HOLBOKE, JACK E. BERNARD, CHARLOTTE BERRY, JOAN BERRY, and LYNNE BERRY (hereinafter collectively "the Owners"), and C. E. JOHN COMPANY, INC. a Washington corporation (hereinafter "the John Company").

As used in this agreement:

(1) Exhibit "A" shall refer to Exhibit "A" attached hereto which property the Bank presently owns.

(2) Exhibit "B" shall refer to Exhibit "B" attached hereto which property is presently owned by the Owners and leased to the John Company.

(3) Exhibit "C" shall refer to Exhibit "C" attached hereto which is a strip of land approximately 220 feet long by 13 feet wide presently owned by the Bank and to be conveyed to the City of Beaverton in accordance with the terms and provisions of this agreement. The property described in Exhibit "C" is a part of the property described in Exhibit "A."

(4) Exhibit "D" shall refer to Exhibit "D" attached hereto which is a strip of land approximately 220 feet long by 13 feet wide presently owned by the Owners and leased to the John Company and to be

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conveyed to the Bank in accordance with the terms and provisions of this agreement. The property described in Exhibit "D" is a part of the property described in Exhibit "B."

(5) Exhibit "E" shall refer to Exhibit "E" attached hereto which is a site plan which includes the property described in Exhibits "A" through "D" as well as adjoining property.

(6) The "Shopping Center" shall refer to the property described in Exhibit "B" excluding the property described in Exhibit "D."

(7) The "Bank Premises" shall refer to the property described in Exhibit "A" and Exhibit "D", but excluding the property described in Exhibit "C."

The John Company is now in the process of developing the Shopping Center. In order to obtain necessary governmental approvals for development of the Shopping Center, the John Company wishes the Bank to convey the property described in Exhibit "C" to the City of Beaverton for the purpose of widening Jenkins Road. The conveying of said property by the Bank will diminish the Bank's parking area, require the Bank to relocate its drive-in window and make other changes in its business operation. In addition, the Owners and the John Company are requesting the Bank to consent to the closing of the two presently existing accesses to its property from Cedar Hills Boulevard and Jenkins Road which would leave the Bank no access to its property.

Now, therefore, in consideration of the covenants, conditions, easements and servitudes contained herein, the parties agree as follows:

1. Bank shall convey to the City of Beaverton by bargain and sale deed the property described in Exhibit "C". The John Company and the Owners shall convey to Bank by bargain and sale deed the property described in Exhibit "D." The deeds shall be delivered into a mutually agreeable escrow within 30 days of the date of this agreement. The closing of said escrow shall be contingent upon:

- (1) Each party providing satisfactory evidence of title so as to be able to perform under paragraphs 2, 4(e) and 5(e) of this agreement to the good faith satisfaction of the other parties, and
- (2) The Bank providing a letter indicating it is satisfied with the completion of the new accesses required to be provided under paragraph 6 of this agreement.

The escrow holder shall be instructed to terminate the escrow and return all documents to the party from whom they were received if the escrow cannot be closed by July 1, 1979.

2. Within 30 days from the date of said closing, the John Company and the Bernards shall deliver to the Bank an owner's policy of title insurance in the face amount of \$6,000.00 showing marketable title to the property described in Exhibit "D" in the Bank free and clear of all

defects and encumbrances except for the usual printed exceptions.

3. The John Company agrees to make such improvements to Jenkins Road as may be required by governmental authorities as a condition to initial development of the Shopping Center. Upon completion the Bank agrees to reimburse the John Company for 12.96% of the cost of such improvements to Jenkins Road from its intersection with Cedar Hills Boulevard to a point eight hundred and fifty seven feet (857') northwest of said intersection. The John Company agrees to maintain full and complete records of the cost of such improvements which records may be examined by the Bank prior to reimbursement. The Bank shall not have any obligation or responsibility for any other cost or expense related to the widening or improvement of Jenkins Road or any other street.

4. Bank hereby grants to the Owners and the John Company and the Owners and the John Company hereby grant to the Bank perpetual non-exclusive easements for parking purposes on the following terms and conditions:

- (a) Customers of businesses located in the Shopping Center shall be entitled to park in spaces designated for parking on the Bank Premises. Customers of the Bank shall be entitled to park in spaces designated for parking in the Shopping Center.
- (b) The Bank and John Company expressly reserve the right to



use and allow others to use the Bank Premises and Shopping Center, respectively, for parking purposes.

(c) Each party shall be entitled to arrange its parking area in such manner as it sees fit so long as ready access to the Bank Premises is not impaired. Neither party may impose any fee, charge, or payment for customer parking.

(d) The easement contained in this paragraph 4 for the benefit of the Bank Premises shall be appurtenant to the Shopping Center and the easement contained in this paragraph 4 for the benefit of the Shopping Center shall be appurtenant to the Bank Premises.

(e) The Bank's duty to perform under this agreement shall be contingent upon its receiving written subordination or other agreement satisfactory to itself from all parties holding interests which are or may be equal or superior to the Bank's interest under this paragraph 4.

5. The Bank is very much interested in preserving easy access to the Bank Premises from Cedar Hills Boulevard and Jenkins Road. The parties agree as follows:

(a) The shaded area in Exhibit "E" describes, among other things, planned access to the Shopping Center from Jenkins Road and Cedar Hills Boulevard,

parking areas and Shopping Center roadways. No changes in roadways, parking areas or accesses shall be made in the shaded area without the written consent of the Bank.

- (b) Bank customers and employees shall be entitled to access to the Bank Premises from any portion of the Shopping Center which abuts the Bank Premises (except from those portions of the boundary where buildings are to be constructed).
- (c) The Bank shall maintain the parking and roadway areas located in the Bank Premises in good condition and repair. John Company and the Owners shall maintain roadway and parking areas located in the shaded area in good condition and repair. Upon failure to comply with these covenants, the non-breaching party may, following 30 days written notice, enter upon the other's premises and make necessary repairs. The breaching party shall pay the non-breaching party the reasonable cost thereof upon demand together with interest at the rate of ten percent (10%) per annum from the date of demand.
- (d) The heirs, successors and assigns of the Owners and the John Company shall be bound by the restrictions on the

Shopping Center and the obligations of the Owners and the John Company contained in this paragraph 5, and the successors and assigns of the Bank shall have the benefit of the performance of such obligations and restrictions. The successors and assigns of the Bank shall be bound by the restrictions on the Bank contained in this paragraph 5 and the heirs, successors and assigns of the Owners and the John Company shall have the benefit of the performance of such obligations and restrictions.

(e) The Bank's duty to perform under this agreement shall be contingent upon the Bank receiving written subordination or other agreement satisfactory to itself from all parties holding interests which are equal or superior to the Bank's interest under this paragraph 5.

6. It is expressly understood that the existing access to the Bank Premises from Jenkins Road shall not be impaired in any way until (1) the new access to the Shopping Center from Jenkins Road indicated in Exhibit "E" is completed, and (2) a direct paved route from the new access to the Bank Premises is completed to the full satisfaction of the Bank. It is also expressly understood that the existing access to the Bank Premises from Cedar Hills Boulevard shall not be impaired in any way until (1) the new access to the Shopping Center from Cedar Hills Boulevard indicated in Exhibit "E" is completed and (2) a direct paved route from the new access to the Bank Premises is completed to

the full satisfaction of the Bank. It is understood that each new paved access provided for in this paragraph 6 shall be sufficient to handle two-way automobile traffic.

7. Arbitration.

- (a) If any dispute arises under this agreement, either party may notify the other in writing of the dispute and request a settlement and appoint as arbitrator one person having experience with respect to the matter in dispute. If the dispute is not resolved within ten (10) days after such notice, the responding party shall likewise choose an arbitrator. The two arbitrators shall within five (5) days choose a third having the above qualifications. If the choice of the second or third arbitrator is not made within five (5) days after the end of the period in which the choice is to be made, then either party may apply to the presiding judge of the Washington County Circuit Court to choose the required arbitrator.
- (b) Any time within 20 days after appointment of the third arbitrator, either party may submit the dispute for settlement by the arbitrators.
- (c) The arbitrators to whom a dispute is submitted shall conduct such investigations and hearings as they shall consider necessary, and the written decision of the

majority shall be submitted to both parties within 30 days after the referral unless the arbitrators determine that further time is reasonably required to make a proper investigation of the relevant facts. In addition to other powers conferred by law or this agreement, a majority of the arbitrators shall have the power to compel oral or documentary evidence from either party or any other person or firm at the request of either party for discovery purposes and to award such equitable relief as they may deem appropriate. The arbitration shall take place in the State of Oregon.

- (d) The parties shall be bound by the decision of a majority of the arbitrators, including any decision as to whether or not the question was subject to arbitration.
- (e) The cost of arbitration shall be allocated between the parties by the arbitrators on the basis of the extent to which the position of one or the other party is adopted in the arbitrators' decision.

This agreement is made for the sole benefit of the parties hereto, their heirs, successors and assigns, and no other person shall have any rights or remedies under or by reason of this agreement. Each party shall hold the others harmless from any loss, claim or damage suffered to persons not parties to this agreement as a result of failure to comply with any term or provision of this agreement.



In the event any action or suit is instituted arising from this agreement, the prevailing party shall be entitled to such sum as the court may adjudge reasonable as attorney's fees in such suit or action, or on any appeal therefrom. In addition to any other remedies which any party may be entitled to under law or otherwise, each party shall be entitled to such injunctive relief as may be deemed appropriate by the court.

C. E. JOHN COMPANY, INC.

By: James E. John

UNITED STATES NATIONAL BANK OF OREGON
By: J. A. Labadie, Vice President

Charles E. Bernard
Charles E. Bernard

Vivian Bernard
Vivian Bernard

Jack E. Bernard
Jack E. Bernard

Muriel Holboke
Muriel Holboke

Charlotte Berry
Charlotte Berry

Joan Berry
Joan Berry

Lynne Berry
Lynne Berry

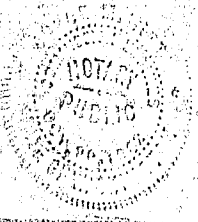
By Vivian Bernard
Attorney in fact

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

November 30, 1978

Personally appeared James E. John, who being duly sworn, stated that he is the treasurer of the corporation that executed this Agreement and that the seal affixed hereto is its seal and that this Agreement was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors, and he acknowledged said instrument to be his voluntary act and deed.

Before me:



Jayce M. Witt
Notary Public for Oregon Wash
My commission expires: 10/20/82
Reading @ Yacott



STATE OF OREGON

County of Washington

) ss.

November 10, 1978

Personally appeared the above-named Charles E. Bernard and acknowledged the foregoing Agreement to be his voluntary act and deed.

Before me:

Henry E. Berry
Notary Public of Oregon
My commission expires: 7-23-82

STATE OF OREGON

County of Washington

) ss.

November 10, 1978

Personally appeared the above-named Vivian Bernard and acknowledged the foregoing Agreement to be her voluntary act and deed.

Before me:

Henry E. Berry
Notary Public for Oregon
My commission expires: 7-23-82

STATE OF OREGON

County of Washington

) ss.

November 10, 1978

Personally appeared the above-named Jack C. Bernard and acknowledged the foregoing Agreement to be his voluntary act and deed.

Before me:

Henry E. Berry
Notary Public for Oregon
My commission expires: 7-23-82



STATE OF OREGON)
County of Washington) ss.

November, 1978

Personally appeared the above-named Muriel Holboke and
acknowledged the foregoing Agreement to be her voluntary act and deed.

Before me:

Harold E. Berry
Notary Public for Oregon
My Commission expires: 7-28-82

STATE OF OREGON)
County of Washington) ss.

November 10, 1978

Personally appeared the above-named Charlotte Berry and
acknowledged the foregoing Agreement to be her voluntary act and deed.

Before me:

Harold E. Berry
Notary Public for Oregon
My commission expires: 7-28-82

STATE OF OREGON)
County of Washington) ss.

November 10, 1978

Personally appeared the above-named Joan Berry and
acknowledged the foregoing Agreement to be her voluntary act and deed.

Before me:

Harold E. Berry
Notary Public for Oregon
My commission expires: 7-28-82

STATE OF OREGON)
) ss.
County of Washington)

November 10, 1978

Personally appeared the above-named Lynne Berry and
acknowledged the foregoing Agreement to be her voluntary act and deed.

Before me:

Harold E. Bandy
Notary Public of Oregon
My commission expires: 7-23-82

STATE OF OREGON)
)
County of Multnomah)

THIS CERTIFIES that on this 15th day of January,
1979, before me, the undersigned, a notary public in and for said
county and state, personally appeared J. A. Labadie
to me personally known, who, being duly sworn, did say that he, the
said J. A. Labadie is a vice president
of the UNITED STATES NATIONAL BANK OF OREGON, the within named national
banking association, and that the said instrument was signed in behalf
of said association by authority of its board of directors, and said
J. A. Labadie acknowledged said instrument to be
the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial
seal the day and year last above written.

Estelle K. Roder
Notary Public for Oregon
My commission expires: 12-26-80



EXHIBIT "A"

That parcel of land situate in the William F. Hall Donation Land Claim, Number 44, Southeast Quarter, Section 9, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, which is more particularly described as follows:

Beginning at a three-quarter inch iron pipe on the northerly right of way line of Jenkins Road, said pipe bears South 70° 12' 05" East 547.86 feet and North 22° 30' 25" East 25.03 feet from the Northeast corner of the George Elliott Donation Land Claim Number 42, Southeast quarter, Section 9, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, said donation land claim corner being a three-quarter inch iron pipe in a monument box in the centerline of Jenkins Road, and running thence from the true point of beginning;

North 22° 30' 25" East 150.00 feet parallel to the westerly right of way line of Cedar Hills Boulevard to a three-quarter inch iron pipe;

thence South 70° 12' 05" East 230.00 feet parallel to the northerly right of way line of Jenkins Road to a three-quarter inch iron pipe on the westerly right of way line of Cedar Hills Boulevard;

thence South 22° 30' 25" West 150.00 feet along said westerly right of way line to a three-quarter inch iron pipe on the northerly right of way line of Jenkins Road;

thence North 70° 12' 05" West 230.00 feet along said northerly right of way line to the point of beginning and containing 0.79 acres of land, more or less.

JH

JB

JS

EXHIBIT "B" AND "D"

#2 FOR ADDITION TO BANK LEASE

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M.,
in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43,
T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 25 feet to the northerly line
of S. W. Jenkins Road; thence tracing the northerly line of S. W. Jenkins
Road South $70^{\circ} 12' 05''$ East 636.68 feet to a 5/8" iron rod; thence North 22°
 $30' 25''$ East, parallel with the westerly line of S. W. Cedar Hills Boulevard,
150 feet to a 5/8" iron rod and the TRUE PLACE OF BEGINNING of the tract
herein described; thence South $70^{\circ} 12' 05''$ East 220.90 feet to a 5/8" iron
rod in the westerly line of S. W. Cedar Hills Boulevard; thence tracing said
westerly line North $22^{\circ} 30' 25''$ East 13.01 feet; thence North $70^{\circ} 12' 05''$
West 220.90 feet to a point which is North $22^{\circ} 30' 25''$ East 13.01 feet from
the true place of beginning; thence South $22^{\circ} 30' 25''$ West 13.01 feet to the
true place of beginning. Bearings and distances of this description are
derived from a private survey by C & G Engineering, dated May, 1977, in
the files of the Washington County Surveyor.

John

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EXHIBIT "B"

#3 TRACT FOR WIDENING S. W. JENKINS ROAD

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M.,
in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43
in T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 25 feet to the northerly
line of S. W. Jenkins Road and the TRUE PLACE OF BEGINNING of the tract
herein described; thence tracing the northerly line of S. W. Jenkins
Road South $70^{\circ} 12' 05''$ East 636.68 feet to a $5/8''$ iron rod; thence
North $22^{\circ} 30' 25''$ East 13.01 feet; thence North $70^{\circ} 12' 05''$ West, parallel
with and 13 feet northerly from the northerly line of S. W. Jenkins Road,
637.18 feet to a point which is North $20^{\circ} 19'$ East from the true place of
beginning; thence South $20^{\circ} 19'$ West 13 feet to the true place of beginning.
Bearings and distances of this description are derived from a private
survey by C & G Engineering, dated May, 1977, in the files of the Washington
County Surveyor.

#4 SOUTHERLY TURNOUT LANE ON S. W. CEDAR HILLS BLVD.

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M.,
in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43
in T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 25 feet to the northerly
line of S. W. Jenkins Road; thence tracing the northerly line of S. W.
Jenkins Road South $70^{\circ} 12' 05''$ East 857.58 feet to the westerly line of
S. W. Cedar Hills Boulevard; thence tracing said westerly line North
 $22^{\circ} 30' 25''$ East 434.81 feet to the TRUE PLACE OF BEGINNING of the tract
herein described; thence North $67^{\circ} 29' 35''$ West 5.5 feet; thence North 22°

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30' 25" East 100 feet; thence northeasterly to a point in the westerly line of W. W. Cedar Hills Boulevard which is 150 feet northeasterly from the true place of beginning; thence tracing the said westerly line South 22° 30' 25" West 150 feet to the true place of beginning. Bearings and distances of this description are derived from a private survey by C & G Engineering, dated May, 1977, in the files of the Washington County Surveyor.

#5 NORTHERLY TURNOUT LANE ON S. W. CEDAR HILLS BLVD.

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M., in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hill D. L. C. No. 43 in T 1 S, R 1 W, W.M.; thence North 20° 19' East 25 feet to the northerly line of S. W. Jenkins Road; thence tracing the northerly line of S. W. Jenkins Road South 70° 12' 05" East 857.58 feet to the westerly line of S. W. Cedar Hills Boulevard; thence tracing said westerly line North 22° 30' 25" East 733.81 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence North 67° 29' 35" West 5.5 feet; thence northeasterly to a point in the westerly line of S. W. Cedar Hills Boulevard which is 150 feet northeasterly from the true place of beginning; thence tracing the said westerly line South 22° 30' 25" West 150 feet to the true place of beginning. Bearings and distances of this description are derived from a private survey by C & G Engineering, dated May, 1977, in the files of the Washington County Surveyor.

#6 TRACT FOR WIDENING S. W. WALKER ROAD

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M., in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43 in



T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 680.29 feet to a $5/8"$ iron rod; thence South $67^{\circ} 27' 20''$ East 439.45 feet; thence North $22^{\circ} 32' 40''$ East 357.45 feet to the southerly line of S. W. Walker Road and the TRUE PLACE OF BEGINNING of the tract herein described; thence South $63^{\circ} 35' 50''$ East 443.00 feet to the westerly line of S. W. Cedar Hills Boulevard; thence tracing said westerly line South $22^{\circ} 30' 25''$ West 36.98 feet to a point of curve; thence northwesterly 35.32 feet along the arc of a curve, concave southwesterly, having a radius of 23.5 feet and a central angle of $86^{\circ} 06' 15''$, the long chord of which bears North $20^{\circ} 32' 43''$ West 32.09 feet to a point which is 15 feet southerly from the southerly line of S. W. Walker Road; thence North $63^{\circ} 35' 50''$ West 421.39 feet to a point which is South $22^{\circ} 32' 40''$ West 15.03 feet from the true place of beginning; thence North $22^{\circ} 32' 40''$ East 15.03 feet to the true place of beginning. Bearings and distances of this description are derived from a private survey by C & G Engineering, dated May, 1977, in the files of the Washington County Surveyor.

#7 PARCEL WEST OF ALBERTSONS' EXISTING BUILDING

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M., in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43 in T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 680.29 feet to a $5/8"$ iron rod; thence South $67^{\circ} 27' 20''$ East 439.45 feet; thence North $22^{\circ} 32' 40''$ East 67.58 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence North $22^{\circ} 32' 40''$ East 274.82 feet to a point which is 15 feet southerly from the southerly line of S. W. Walker Road; thence South $63^{\circ} 35' 50''$ East, parallel with S. W. Walker Road, 52.00 feet; thence South $22^{\circ} 30' 22''$ West 271.26 feet; thence North $67^{\circ} 31' 25''$ West 52.06 feet to the true place of beginning. Bearings and distances of this description are derived from a private survey

by C & G Engineering, dated May, 1977, in the files of the Washington County Surveyor.

#8 SMALL PARCEL WEST OF ALBERTSON'S ADDITION

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M., in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43 in T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 680.29 feet to a 5/8" iron rod; thence South $67^{\circ} 27' 20''$ East 439.45 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence North $22^{\circ} 32' 40''$ East 67.58 feet; thence South $67^{\circ} 31' 25''$ East 52.06 feet; thence South $22^{\circ} 30' 22''$ West 67.64 feet; thence North $67^{\circ} 27' 20''$ West 52.11 feet to the true place of beginning.

Bearings and distances of this description are derived from a private survey by C & G Engineering, dated May, 1977, in the files of the Washington County Surveyor.

#9 ORIGINAL ALBERTSON'S SITE

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M., in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. #43 in T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 680.29 feet to a 5/8" iron rod; thence South $67^{\circ} 27' 20''$ East 491.56 feet; thence North $22^{\circ} 30' 22''$ East 67.64 feet to the TRUE PLACE OF BEGINNING of the tract herein described; thence South $67^{\circ} 31' 25''$ East 390.10 feet to the westerly line of S. W. Cedar Hills Boulevard; thence tracing said westerly line North $22^{\circ} 30' 25''$ East 52 feet to a point designated herein as Point A; thence North $67^{\circ} 29' 35''$ West 5.5 feet; thence North $22^{\circ} 30' 25''$ East 100 feet; thence northeasterly to a point in the westerly line of S. W. Cedar Hill Boulevard which is 150 feet North $22^{\circ} 30' 25''$ East from Point A; thence North $22^{\circ} 30' 25''$ East 20.54 feet to a point which

is 36.98 feet South 22° 30' 25" West from the intersection of the southerly line of S. W. Walker Road with the westerly line of S. W. Cedar Hills Boulevard; thence northwesterly 35.32 feet along the arc of a curve, concave southwesterly, having a radius of 23.5 feet and a central angle of 86° 06' 15", the long chord of which bears North 20° 32' 43" West 32.09 feet to a point 15 feet southerly from the southerly line of S. W. Walker Road; thence North 63° 35' 50" West, parallel with S. W. Walker Road, 369.33 feet to a point which bears North 22° 30' 22" East from the true place of beginning; thence South 22° 30' 22" West 271.26 feet to the true place of beginning. Bearings and distances of this description are derived from a private survey by C & G Engineering, dated May, 1977, in the files of the Washington County Surveyor.

#10 ADDITION TO ALBERTSON'S TRACT

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M., in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. #43 in T 1 S, R 1 W, W.M.; thence North 20° 19' East 680.29 feet to a 5/8" iron rod in the east line of Ridgeview Manor, a plat of record in Washington County; thence South 67° 27' 20" East 491.56 feet to an iron rod and the TRUE PLACE OF BEGINNING of the tract herein described; thence North 22° 32' 25" East 67.64 feet; thence South 67° 31' 25" East 390.10 feet to an iron rod on the west line of S. W. Cedar Hills Boulevard; thence along said west line South 22° 30' 25" West 97 feet to a point, herein designated as Point B, which is 584.81 feet North 22° 30' 25" East from the intersection of the westerly line of S. W. Cedar Hills Boulevard with the northerly line of S. W. Jenkins Road; thence southwesterly to a point which is South 22° 30' 25" West 50 feet and North 67° 29' 35" West 5.50 feet from Point B; thence South 22° 30' 25"

West 100 feet; thence South $67^{\circ} 29' 35''$ East 5.50 feet to the westerly line of S. W. Cedar Hills Boulevard; thence along said westerly line South $22^{\circ} 30' 25''$ West 84.13 feet; thence North $67^{\circ} 31' 27''$ West 231.31 feet; thence North $22^{\circ} 28' 35''$ East 138.13 feet; thence North $67^{\circ} 31' 25''$ West 141.33 feet; thence North $22^{\circ} 28' 35''$ East 45.50 feet; thence North $67^{\circ} 31' 25''$ West 69.52 feet; Thence North $22^{\circ} 32' 40''$ East 97.92 feet to a point which bears North $67^{\circ} 27' 20''$ West from the true place of beginning; thence South $67^{\circ} 27' 20''$ East 52.11 feet to the true place of beginning. Bearings of this description are derived from a private survey by C & G Engineering, dated May, 1977, in the files of the Washington County Surveyor.

LEGAL DESCRIPTION AT S. W. CEDAR HILLS BLVD. & JENKINS ROAD

#11 PREVIOUSLY UNDESCRIBED BALANCE

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M., in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43 in T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 38.00 feet to a point 13.00 feet northerly from the northerly line of S. W. Jenkins Road and the TRUE PLACE OF BEGINNING of the tract herein described; thence North $20^{\circ} 19'$ East 642.29 feet to a 5/8" iron rod; thence South $67^{\circ} 27' 20''$ East 439.45 feet; thence South $22^{\circ} 32' 40''$ West 97.92 feet; thence South $67^{\circ} 31' 25''$ East 69.52 feet; thence South $22^{\circ} 28' 35''$ West 45.50 feet; thence South $67^{\circ} 31' 25''$ East 141.33 feet; thence South $22^{\circ} 28' 35''$ West 138.13 feet; thence South $67^{\circ} 31' 27''$ East 231.31 feet to the westerly boundary of S. W. Cedar Hills Boulevard; thence South $22^{\circ} 30' 25''$ West, along the westerly boundary of S. W. Cedar Hills Boulevard, 187.67 feet to a point which is 163.01 feet North $22^{\circ} 30' 25''$ East from the intersection of the westerly line of S. W. Cedar Hills Boulevard with the northerly

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line of S. W. Jenkins Road; thence North $70^{\circ} 12' 05''$ West 220.90 feet;
thence South $22^{\circ} 30' 25''$ West 150.00 feet to a point which is North $22^{\circ} 30' 25''$
East 13.01 feet from the northerly line of S. W. Jenkins Road; thence North
 $70^{\circ} 12' 05''$ West, parallel with and 13.00 feet northerly from the northerly
line of S. W. Jenkins Road, 637.18 feet to the true place of beginning.
Bearings and distances of this description are derived from a private survey
by C & G Engineering, dated May, 1977, in the files of the Washington County
Surveyor.

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jo

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EXHIBIT "C"

#1 TRACT FOR WIDENING S. W. JENKINS ROAD

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M.,
in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D.L.C. No. 43 in
T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 25 feet to the northerly line
of S. W. Jenkins Road; thence tracing the northerly line of S. W. Jenkins
Road South $70^{\circ} 12' 05''$ East 636.68 feet to a $5/8''$ iron rod and the TRUE
PLACE OF BEGINNING of the tract herein described; thence continuing South 70°
 $12' 05''$ East along said northerly line 220.90 feet to the westerly line of
S. W. Cedar Hills Boulevard; thence tracing the said westerly line North 22°
 $30' 25''$ East 35.49 feet to a point of curve; thence southwesterly 35.87 feet
along the arc of a 23.5 foot-radius curve, concave northwesterly, the central
angle of which is $87^{\circ} 27' 30''$ and the long chord of which bears South $66^{\circ} 14'$
 $10''$ West 32.49 feet to a point which is 13 feet northwesterly from the north-
westerly line of S. W. Jenkins Road; thence North $70^{\circ} 12' 05''$ West, parallel
with and 13 feet northerly from the northerly line of S. W. Jenkins Road,
198.42 feet to a point which is North $22^{\circ} 30' 25''$ East 13.01 feet from the
true place of beginning; thence South $22^{\circ} 30' 25''$ West 13.01 feet to the true
place of beginning. Bearings and distances of this description are derived
from a private survey by C & G Engineering, dated May, 1977, in the files
of the Washington County Surveyor.

JG

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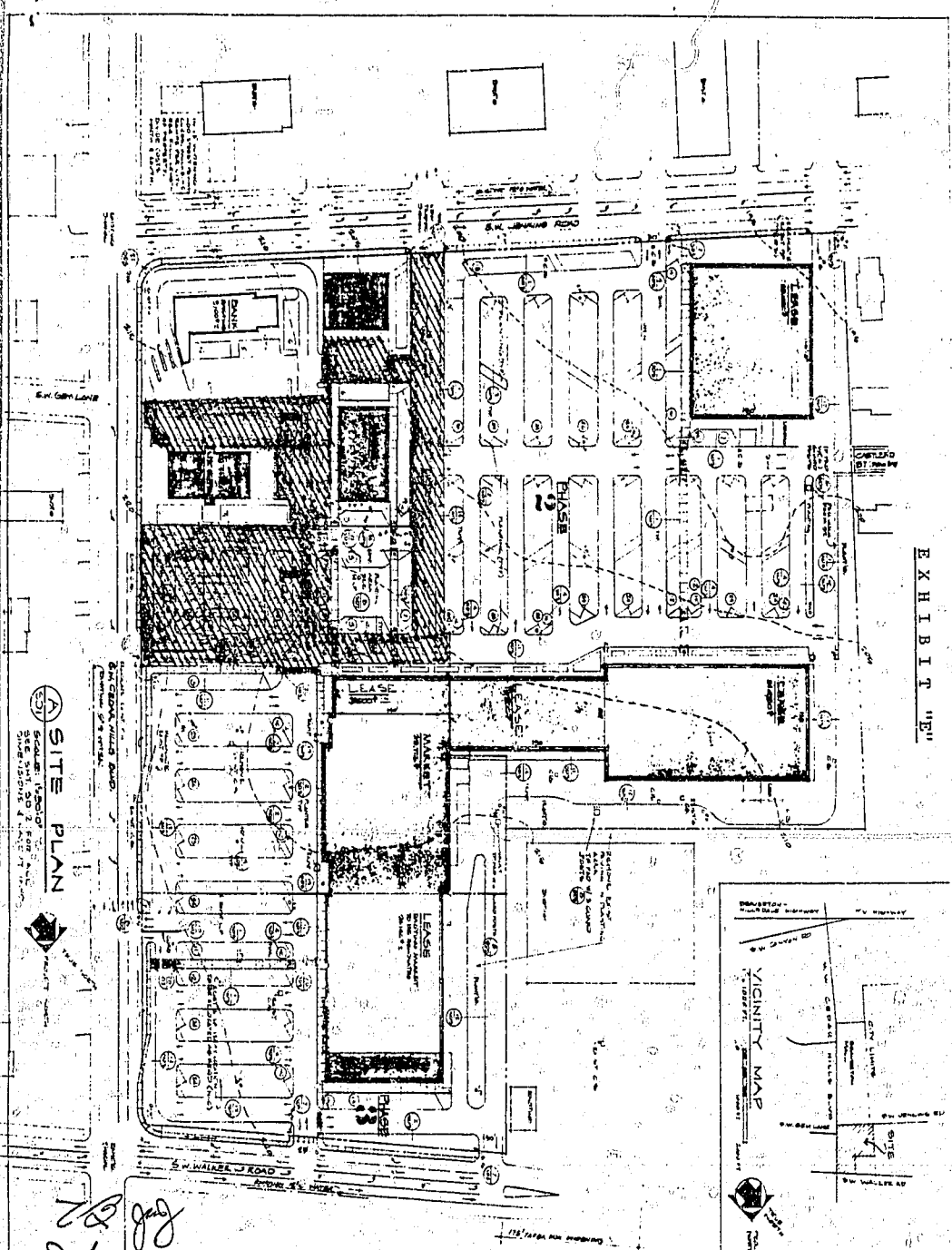
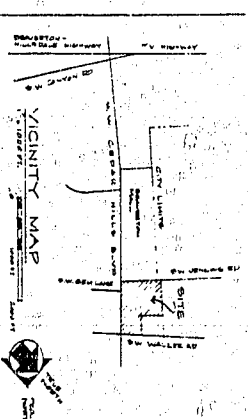


EXHIBIT 'A'

SITE PLAN



Handwritten initials and signatures:
 JH
 JH
 JH

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00-60	ARCHITECTURAL REFORMATION

NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODE (NPC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE (NMC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODE (NPC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE (NMC) AND THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

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LEGEND

00-1 CONCRETE

00-2 ASPHALT

00-3 PAVING

00-4 LANDSCAPE

00-5 MECHANICAL

00-6 ELECTRICAL

00-7 PLUMBING

00-8 HEATING & AIR CONDITIONING

00-9 TELEPHONE

00-10 TELEVISION

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00-12 SEWER

00-13 STORM SEWER

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00-15 LANDSCAPE ARCHITECTURE

00-16 TRAFFIC ENGINEERING

00-17 ENVIRONMENTAL

00-18 ARCHITECTURAL INTERIORS

00-19 ARCHITECTURAL EXTERIORS

00-20 ARCHITECTURAL ELEVATIONS

00-21 ARCHITECTURAL SECTION

00-22 ARCHITECTURAL DETAIL

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00-36 ARCHITECTURAL PRODUCTIVITY

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00-58 ARCHITECTURAL REFORMATION

00-59 ARCHITECTURAL REFORMATION

00-60 ARCHITECTURAL REFORMATION

RICHARD C. BIRNBAUM & ASSOCIATES
 ARCHITECTS & PLANNERS
 4300 S.W. COBBLE AVENUE
 PORTLAND, OREGON 97201 503-236-0301

SIDI

SITE PLAN
 SHOPPING CENTER ON CEDAR HILLS BLVD BETWEEN JENKINS RD & WALKER RD BEAVERTON, OREGON

1278

72:02 PM

STATE OF OREGON
County of Washington

deeds
SS

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county

ROGER THOMSEN, Director of Records & Elections

Return to:
U.S. Natl Bank
309 SW 6th
PORTLAND, OR 97208

INDEXED

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Washington County, Oregon **2013-023590**
D-IRUL **03/15/2013 11:30:56 AM**
Stn=19 Y LOPEZ
\$70.00 \$11.00 \$5.00 \$15.00 **\$101.00**

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

Richard Hobernicht, Director of
Assessment and Taxation, Ex-Officio

After Recording Return To:
c/o C.E. John Company, Inc.
1701 S.E. Columbia River Drive
Vancouver, WA 98661
Attn: Steve Nobach

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment") is made as of March 14, 2013, between U.S. Bank National Association, a national banking association ("Bank"), successor-in-interest to United States National Bank of Oregon, Bernard Properties, LLC, an Oregon limited liability company ("Bernard"), successor-in-interest to Charles E. Bernard, Vivian Bernard, Muriel Holboke, Jack E. Bernard, Charlotte Berry, Joan Berry, and Lynne Berry, and Center Developments Oreg. II, LLC, an Oregon limited liability company, successor-in-interest to C.E. John Company, Inc., a Washington corporation ("CDO"). Bank, Bernard Properties, and CDO are sometimes referred to herein collectively as the "Parties".

- A. Bank and Bernard own contiguous properties in Beaverton, Oregon (the "Bank Property" and "Bernard Property", respectively) that comprise what is commonly known as the Cedar Hills Crossing shopping center ("Shopping Center"). The Bank Property is legally described on the attached Exhibit A, and the Bernard Property is legally described on the attached Exhibit B. CDO ground leases the Bernard Property from Bernard.
- B. The predecessors of Bank, Bernard, and CDO entered into that certain Agreement on November 1, 1978, filed of record in the Washington County Recorder's Office as Document No. 79006727. The purpose of the Agreement is to establish rights and restrictions regarding the mutual use of the Shopping Center.
- C. CDO wishes to redevelop a portion of the Bernard Property, and the Parties desire to amend the Agreement to accommodate such redevelopment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Revised "No Change" Area on Bernard Property. Exhibit E of the Agreement is hereby deleted in its entirety and replaced with Exhibit E-1, attached hereto. The blue-hatched area identified on Exhibit E-1 represents the area that may not be altered without Bank's consent, as set forth in Section 5(a) of the Agreement.

2. **Authority.** The Parties each represent and warrant that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
3. **Notices.** Any notice to a party with respect to the Agreement must be in writing and must be hand-delivered, sent by prepaid certified mail or by reputable overnight courier addressed to the following address for such party:

Bank: U.S. Bank National Association
Corporate Real Estate
4480 Emerald Avenue
Cincinnati, Ohio 45242
Attn: Marsha Ward Lane, Vice President

With a copy to: U.S. Bank National Association
Attn: Corporate Real Estate Counsel
800 Nicollet Mall, BC-MN-H21R
Minneapolis, MN 55402

Bernard: Bernard Properties, LLC
2360 S.W. Westfield Avenue
Portland, OR 97225

With a copy to: Joan B. Pratt
P.O. Box 2574
Gearhart, OR 97138

CDO: c/o C.E. John Company, Inc.
1701 S.E. Columbia River Drive
Vancouver, WA 98661

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed or email transmission of signatures shall be considered originals.
5. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.
6. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

WHEREFORE, Bank, Bernard and CDO have executed this Amendment as of the date first above written.

BANK:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: Rose Noetzl
Name: ROSE NOETZEL
Its: VP Corporate Real Estate

By: Marsha Ward Lane
Name: Marsha Ward Lane
Its: VP Corporate Real Estate

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 14th day of March, in the year 2013, before me, a Notary Public in and for said State, personally appeared Rose Noetzl and Marsha Ward Lane, known or identified to me to be the Vice President and Vice President, respectively, of U.S. Bank National Association, who executed the instrument, on behalf of said national banking association.

[Signature]
Notary Public



Gayla Lehnert
Notary Public, State of Ohio
My Commission Expires 08-22-2017

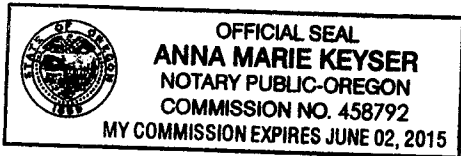
BERNARD:

BERNARD PROPERTIES, LLC,
an Oregon limited liability company

By: Joan B. Pratt
Joan B. Pratt, Manager

STATE OF Oregon)
) ss.
COUNTY OF Clatsop)

On this 8 day of March, in the year 2013, before me, a Notary Public in and for said State, personally appeared Joan B. Pratt, known or identified to me to be the Manager of Bernard Properties, LLC, an Oregon limited liability company, who executed the instrument, on behalf of said limited liability company.



Anna Marie Keyser
Notary Public 6/2/2015

Exhibit A

Legal Description of Bank Property

[See following three pages.]

That parcel of land situate in the William F. Hall Donation Land Claim, Number 44, Southeast Quarter, Section 9, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, which is more particularly described as follows:

Beginning at a three-quarter inch iron pipe on the northerly right of way line of Jenkins Road, said pipe bears South $70^{\circ} 12' 05''$ East 547.86 feet and North $22^{\circ} 30' 25''$ East 25.03 feet from the Northeast corner of the George Elliott Donation Land Claim Number 42, Southeast quarter, Section 9, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, said donation land claim corner being a three-quarter inch iron pipe in a monument box in the centerline of Jenkins Road, and running thence from the true point of beginning;

North $22^{\circ} 30' 25''$ East 150.00 feet parallel to the westerly right of way line of Cedar Hills Boulevard to a three-quarter inch iron pipe;

thence South $70^{\circ} 12' 05''$ East 230.00 feet parallel to the northerly right of way line of Jenkins Road to a three-quarter inch iron pipe on the westerly right of way line of Cedar Hills Boulevard;

thence South $22^{\circ} 30' 25''$ West 150.00 feet along said westerly right of way line to a three-quarter inch iron pipe on the northerly right of way line of Jenkins Road;

thence North $70^{\circ} 12' 05''$ West 230.00 feet along said northerly right of way line to the point of beginning and containing 0.79 acres of land, more or less.

TOGETHER WITH:

02 FOR ADDITION TO BANK LEASE

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M.,
in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D. L. C. No. 43,
T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 25 feet to the northerly line
of S. W. Jenkins Road; thence tracing the northerly line of S. W. Jenkins
Road South $70^{\circ} 12' 05''$ East 636.68 feet to a $5/8''$ iron rod; thence North 22°
 $30' 25''$ East, parallel with the westerly line of S. W. Cedar Hills Boulevard,
150 feet to a $5/8''$ iron rod and the TRUE PLACE OF BEGINNING of the tract
herein described; thence South $70^{\circ} 12' 05''$ East 220.90 feet to a $5/8''$ iron
rod in the westerly line of S. W. Cedar Hills Boulevard; thence tracing said
westerly line North $22^{\circ} 30' 25''$ East 13.01 feet; thence North $70^{\circ} 12' 05''$
West 220.90 feet to a point which is North $22^{\circ} 30' 25''$ East 13.01 feet from
the true place of beginning; thence South $22^{\circ} 30' 25''$ West 13.01 feet to the
true place of beginning. Bearings and distances of this description are
derived from a private survey by C & G Engineering, dated May, 1977, in
the files of the Washington County Surveyor.

LESS:

#1 TRACT FOR WIDENING S. W. JENKINS ROAD

A part of the northeast quarter of Section 9, T 1 S, R 1 W, W.M.,
in County of Washington and State of Oregon, described as follows:

Beginning at the southeast corner of the L. Hall D.L.C. No. 43 in
T 1 S, R 1 W, W.M.; thence North $20^{\circ} 19'$ East 25 feet to the northerly line
of S. W. Jenkins Road; thence tracing the northerly line of S. W. Jenkins
Road South $70^{\circ} 12' 05''$ East 636.68 feet to a $5/8''$ iron rod and the TRUE
PLACE OF BEGINNING of the tract herein described; thence continuing South 70°
 $12' 05''$ East along said northerly line 220.90 feet to the westerly line of
S. W. Cedar Hills Boulevard; thence tracing the said westerly line North 22°
 $30' 25''$ East 35.49 feet to a point of curve; thence southwesterly 35.87 feet
along the arc of a 23.5 foot-radius curve, concave northwesterly, the central
angle of which is $87^{\circ} 27' 30''$ and the long chord of which bears South $66^{\circ} 14'$
 $10''$ West 32.49 feet to a point which is 13 feet northwesterly from the north-
westerly line of S. W. Jenkins Road; thence North $70^{\circ} 12' 05''$ West, parallel
with and 13 feet northerly from the northerly line of S. W. Jenkins Road,
198.42 feet to a point which is North $22^{\circ} 30' 25''$ East 13.01 feet from the
true place of beginning; thence South $22^{\circ} 30' 25''$ West 13.01 feet to the true
place of beginning. Bearings and distances of this description are derived
from a private survey by C & G Engineering, dated May, 1977, in the files
of the Washington County Surveyor.

Exhibit B

Legal Description of Bernard Property

[See following two pages.]

A TRACT OF LAND BEING COMPRISED OF PARCEL 3, PARCEL 4, PARCEL 5, PARCEL 6, PARCEL 13, PARCEL 14, AND PARCEL 15, DEED DOCUMENT NO. 95028865, WASHINGTON COUNTY DEED RECORDS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN PUBLIC RIGHT-OF-WAY, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

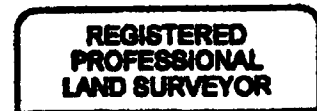
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 5, DEED DOCUMENT NO. 95028865, BEING ON THE SOUTHERLY RIGHT-OF-WAY OF S.W. WALKER ROAD FROM WHICH A 2 INCH IRON PIPE FILLED WITH CONCRETE WITH A BRASS SCREW IN THE CENTER MARKING THE NORTHWEST CORNER OF THE WM. HALL DONATION LAND CLAIM NO. 44 BEARS NORTH 20°16'22" EAST, 236.68 FEET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, 30.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 63°38'53" EAST, 454.31 FEET TO AN ANGLE POINT; THENCE SOUTH 22°51'31" WEST, 15.03 FEET TO AN ANGLE POINT; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, 45.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 63°38'53" EAST, 204.83 FEET TO AN ANGLE POINT; THENCE SOUTH 57°58'27" EAST, 85.48 FEET TO AN ANGLE POINT; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, 53.50 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 63°38'53" EAST, 132.34 FEET TO A 29.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF THE 29.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48°59'14" AN ARC DISTANCE OF 24.79 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 39°09'16" EAST, 24.05 FEET) TO A NON-TANGENTIAL 23.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF THE 23.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°27'32" AN ARC DISTANCE OF 3.47 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 18°13'14" WEST, 3.47 FEET) TO THE WESTERLY RIGHT-OF-WAY OF S.W. CEDAR HILLS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, 40.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 22°27'00" WEST, 20.72 FEET TO AN ANGLE POINT; THENCE SOUTH 28°43'39" WEST, 50.30 FEET TO AN ANGLE POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, 45.50 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 22°27'00" WEST, 100.00 FEET TO AN ANGLE POINT; THENCE SOUTH 67°33'00" EAST, 0.50 FEET TO AN ANGLE POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, 45.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 22°27'00" WEST, 110.65 FEET TO AN ANGLE POINT; THENCE SOUTH 35°55'43" WEST, 23.60 FEET TO AN ANGLE POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, 50.50 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 22°27'00" WEST, 165.40 FEET TO AN ANGLE POINT; THENCE SOUTH 67°33'00" EAST, 5.50 FEET TO AN ANGLE POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, 45.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, SOUTH 22°27'00" WEST, 272.34 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, ALONG THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 79006728, WASHINGTON COUNTY DEED RECORDS, NORTH 70°13'37" WEST, 215.23 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 79006728, SOUTH 22°27'00" WEST, 150.16 FEET

TO THE NORTHERLY RIGHT-OF-WAY OF S.W. JENKINS ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, 38.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF, NORTH 70°13'37" WEST, 638.76 FEET TO THE WEST LINE OF THE WM. HALL DONATION LAND CLAIM NO. 44; THENCE ALONG SAID WEST LINE, BEING CONTIGUOUS WITH THE EAST LINE OF "RIDGEVIEW MANOR ADDITION TO CEDAR HILLS", WASHINGTON COUNTY PLAT RECORDS, NORTH 20°16'22" EAST, 1030.80 FEET TO THE POINT OF BEGINNING.

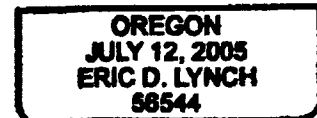
CONTAINS 811,568 SQUARE FEET OR 18.63 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

SOUTH 63°38'53" EAST ALONG THE CENTERLINE OF S.W. WALKER ROAD .



E. D. Lynch

A handwritten signature in cursive script, "E. D. Lynch", with a horizontal line extending to the right.

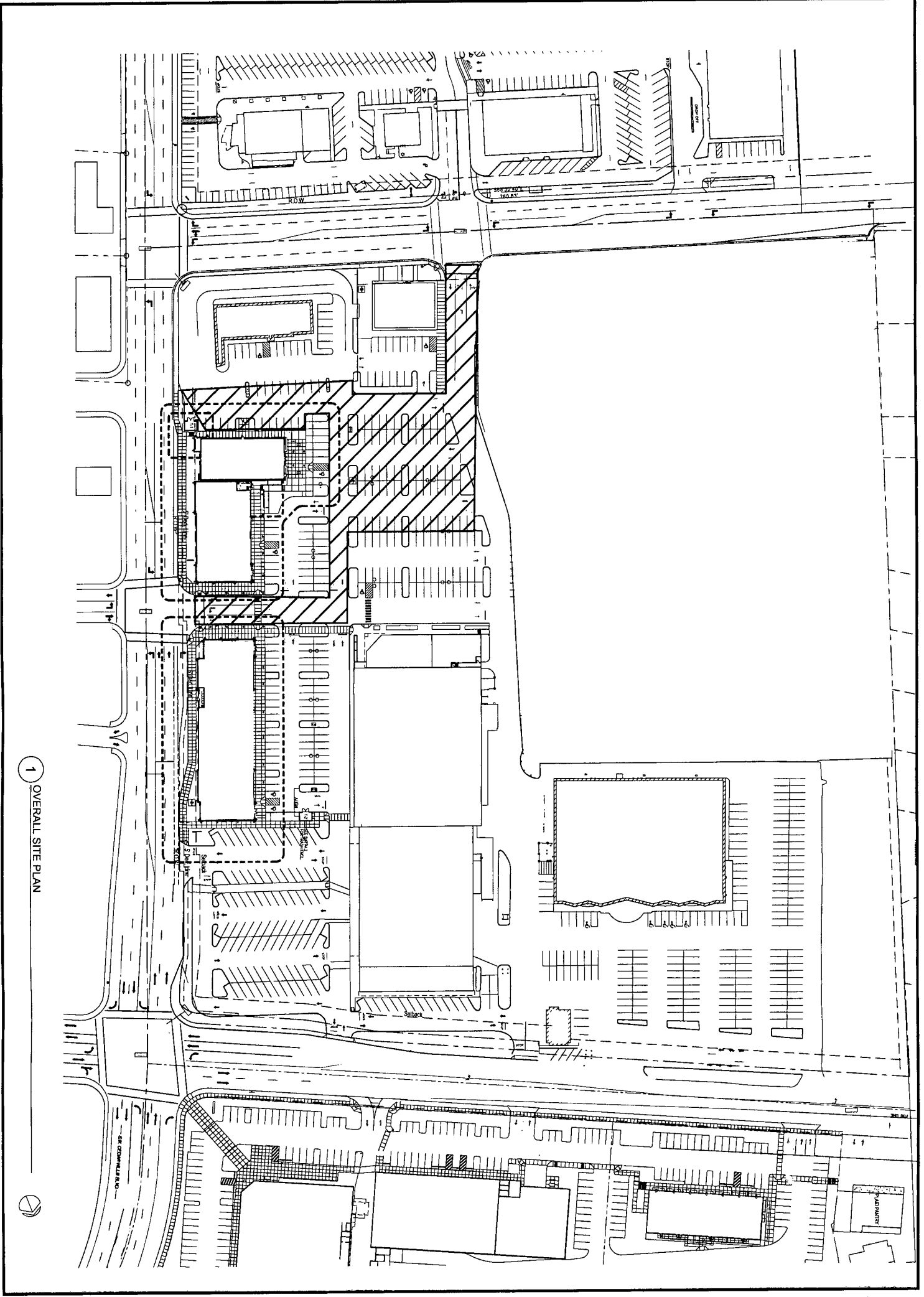
RENEWAL: 12/31/14

Handwritten text in cursive script, "RENEWAL: 12/31/14", located below the Oregon stamp.

Exhibit E-1

Site Plan Identifying “No Change” Zone

[See following page.]



1 OVERALL SITE PLAN

A1.1

THE ROMMEL ARCHITECTURAL PARTNERSHIP LLP

1200 NW NAITO PARKWAY
 SUITE #550
 PORTLAND, OREGON
 97209
 TEL: 503-227-5844
 FAX: 503-227-8480

UPDATED
 07 - 12 - 12

SITE PLAN
 CEDAR HILLS CROSSING II
 SHOP BUILDING D, E & G
 SW CEDAR HILLS BLVD.
 BEAVERTON, OR 97229

BID SET

