

EXHIBIT 3.20

Received  
Planning Division  
04/13/2021

105  
20

Recordation requested by:  
Transamerica Title Insurance Co.

After recordation return to:  
Transamerica Title Ins. Co.  
555 SW Oak  
Portland, Oregon 97204  
Attn: Vicki Kryszak

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL ACCESS AND PARKING AGREEMENT

This Reciprocal Access and Parking Agreement, (herein "Agreement") is made as of the 11 day of September, ~~1993~~ 1994 between ANITA M. MCGILL (herein "McGill") and FRED MEYER, INC., a Delaware corporation (herein "Fred Meyer"), with METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Fee Owner") and the lenders shown on the attached forms of Consent and Agreement executing the same for the purposes stated therein.

TRANSAMERICA  
TITLE INSURANCE  
12207901  
11/11/21

RECITALS

Owner is the fee owner of the real property described on Exhibit "A" attached hereto (herein the "Real Property"). Fred Meyer is the master lessor of the Real Property. McGill is the sub-lessee of that portion of the Real Property described on Exhibit "B" (herein the "McGill Property"). Fred Meyer is the lessee and operator of the adjacent portion of the Real Property as described on Exhibit "C" attached hereto (the "Fred Meyer Property").

NOW, THEREFORE, for value received and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Grant of Non-Exclusive Parking and Access Rights. Fred Meyer (with respect to the Fred Meyer Property) and McGill (with respect to the McGill Property), and the agents, independent contractors, tenants, and sub-tenants of Fred Meyer and/or McGill, and the customers and other invitees of such parties, shall have the nonexclusive right to use in common the parking and access road areas on the Real Property, the rights

granted herein of use shall include (but not be limited to) the right to cross from one property to the other and the right to use all parking area, access roads and driveways located on the Real Property. The parties shall take such reasonable steps as may be necessary to prevent any unauthorized use of the parking area, access roads and driveways on the Real Property by other parties. Neither McGill nor Fred Meyer shall be prevented from changing the arrangement of the improvements situated on their respective portion of the Real Property, provided that the number of parking spaces on their respective portion of the Real Property is not thereby reduced.

2. No Barriers. No fences, walls or barriers to access will be erected on the common boundary lines between the Fred Meyer Property and the McGill Property that would unreasonably interfere with the access between the Fred Meyer Property and the McGill Property without prior written consent of the parties hereto.

3. Rights of Use Generally. With respect to the accessways and parking areas located on the property owned or leased by a party to this Agreement, the party will be free to construct, maintain, improve, repair and reconstruct utility lines over, under or across such accessways and parking areas, to change from time to time the location of accessways and parking areas on its respective portion of the Real Property, and to engage in other uses of such accessways and parking areas that are compatible with their use for ingress and egress and parking, provided that any such actions do not unreasonably interfere with or impair the parties' right of use of such areas for ingress and egress to the respective properties and for parking. The provisions of this paragraph will not supersede any limitations on alterations or changes set forth in the respective leases under which the parties are leasing their respective portion of the Real Property.

4. Rules and Regulations. Fred Meyer (with respect to the Fred Meyer Property) and McGill (with respect to the McGill Property) may make and enforce reasonable rules and regulations consistent with this Agreement for the purpose of regulating the use of the accessways and parking areas, and enforcement of the provisions of this Agreement and maintaining the safety, utility, and cleanliness of their respective portions of the Real Property. Each of Fred Meyer and McGill will cause its tenants and their respective customers, employees, independent contractors and invitees to comply with such reasonable rules and regulations.

5. Survival of Agreement. In the event of the foreclosure of McGill's interest or other foreclosure upon Fred Meyer's or Fee Owner's interest in the McGill Property or any

Termination of Fred Meyer's interest with respect to the Fred Meyer Property, this Agreement shall remain in full force and effect, and each of the Fee Owner and the Tenants shown on the attached forms of Consent and Agreement execute the same for purposes of confirming and agreeing to the same.

6. General Standard of Maintenance. Fred Meyer (with respect to the Fred Meyer Property) and McGill (with respect to the McGill Property) shall each be responsible to maintain and keep in good repair their respective portions of the Real Property.

7. Term. This Agreement shall be perpetual (except as provided below) and shall be appurtenant to and run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns. By unanimous consent, the Fee Owner, McGill and Fred Meyer (or their successors and assigns, as owner of the respective property or of a leasehold estate covering the respective property) may agree to terminate this Agreement only with the written consent of any current Lender, in which case they shall cause to be recorded an instrument acknowledging such termination.

8. Status of Title. This Agreement is granted subject to all prior easements and encumbrances of record. Each party warrants that it will defend the title and the other parties' interest under this Agreement against any mortgage, tax lien or construction lien claim affecting the Fred Meyer Property or McGill Property, respectively, which asserts priority over the interest of the other party under this Agreement and which is attributable to the party itself or its tenants.

9. Protection of Rights of Mortgagees. No breach of the provisions in this Agreement shall defeat or render invalid the lien of any mortgage(s) or deed(s) of trust now or hereunder executed which affects the parties' respective interests pursuant to this Agreement; provided, however, that upon any sale under foreclosure of any mortgage(s) or under the provisions of any deed(s) of trust, any purchaser at such sale, and its successors and assigns, shall hold any and all interests so purchased subject to all of the provisions of this Agreement.

10. General Provisions.

10.1 Waiver. Failure at any time to require performance of any provision of this Agreement shall not limit a party's right to enforce the provision. Any waiver of any breach of any provision shall not be a waiver of any succeeding breach or a waiver of any provision of this Agreement.

10.2 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on appeal of such suit or action, and on any petition for review, in addition to all other sums provided by law.

10.3 Indemnity. Each party shall defend, indemnify and hold the other harmless from any claim, loss, liability or expense (including reasonable attorneys' fees) arising out of or in connection with the party's own negligence or failure to comply with the terms, restrictions and provisions of this Agreement.

10.4 Entire Agreement. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties with respect to the matters set forth above.

10.5 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State in which the Real Property is situated.

10.6 Appurtenant Rights. This Agreement shall be binding upon the parties hereto, their respective successors and assigns, and appurtenant to the real property described on the attached Exhibits.

10.7 Dominant and Servient Estates. Each right granted pursuant to the provisions of this Agreement are expressly or the benefit of the property described above. The property so benefited shall be the dominant estate and the property burdened by the obligations shall be the servient estate.

10.8 Status Certificate, Information. Within 20 days after receipt of a written request, a party shall promptly deliver a written status certificate to the other party stating (i) whether this Agreement is unmodified and in full force and effect, and (ii) whether (to the best of the party's knowledge) the other party is in compliance with its obligations hereunder, and any other matters that may be reasonably requested.

10.9 Notices. Notices given under this Agreement shall be in writing and will be deemed given and effective when delivered in person to the other party or three (3) business days after being deposited in the U.S. Mails, postage prepaid, and sent by registered or certified mail to the other party's

address for notices. Each party shall give notice to each other party of its address for notices by written notice to the other party. In the absence of such notice or a party's address for notice purposes, any notice under this Agreement may be given to the address to which property tax statements are delivered by the taxing authority.

10.10 Amendments. Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by a formal written agreement executed by the parties. A party may waive one or more of its rights under this Agreement in writing signed by the party, and such writing need not be recorded. Otherwise, no modification or amendment of any provision of this Agreement shall be binding unless signed by both parties and recorded in the real property records of the County in which the Real Property is located.

10.11 Effect of Invalidation. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the validity of the remaining provisions of this Agreement shall not be affected thereby.

10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this instrument has been duly executed as of the date and year first written above.

FRED MEYER:

FRED MEYER, INC.,  
a Delaware corporation

By: Scott H. Wignel

Date: \_\_\_\_\_

McGILL:

ANITA M. MCGILL

By: \_\_\_\_\_

Date: \_\_\_\_\_

address for notices. Each party shall give notice to each other party of its address for notices by written notice to the other party. In the absence of such notice of a party's address for notices purposes, any notice under this Agreement may be given to the address to which property tax statements are delivered by the taxing authority.

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IN WITNESS WHEREOF, this instrument has been duly executed as of the date and year first written above.

FRED MEYER:

FRED MEYER, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

McGILL:

ANITA M. MCGILL

*Anita M. McGill*

Date: 1-28-84

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this  
day of \_\_\_\_\_, 19\_\_\_\_ by  
the \_\_\_\_\_ of FRED MEYER, INC., a Delaware  
corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and  
affixed my official seal the day and year first above written.

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on  
June 29, 1944 by Anita M. McGill.

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at: \_\_\_\_\_

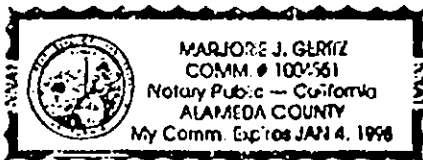
**ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Alameda

On 1/29/44 before me, Marjorie J. Geritz, Notary Public,  
personally appeared Anita M. McGill

personally known to me — OR —  proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowl-  
edged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/its signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.



Marjorie J. Geritz  
Signature

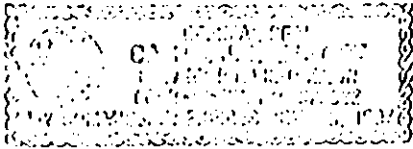
**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL SIGNING FOR THE SELF/THEMSELVES
- CO-TO THE INSTRUMENT TITLE(S) \_\_\_\_\_
- COMPANY COMPANY \_\_\_\_\_
- PARTNER IN BUSINESS PARTNER(S) \_\_\_\_\_
- ATTORNEY-AT-LAW ATTORNEY(S) \_\_\_\_\_
- TRUSTEE TRUST \_\_\_\_\_
- OTHER TITLE(S) \_\_\_\_\_
- ENTITIES REPRESENTED \_\_\_\_\_
- ENTITIES REPRESENTED \_\_\_\_\_

STATE OF ( ) )  
County of ( ) ) ss.

The foregoing instrument was acknowledged before me this  
11th day of NOVEMBER, 1976 by JOHN L. WILSON  
the S.V.P. of FRED MEYER, INC., a Delaware  
corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and  
affixed my official seal the day and year first above written.



[Signature]  
Notary Public in and for the  
State of OREGON  
Residing at: PORTLAND  
My commission expires: 11-13-97

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on  
\_\_\_\_\_, 19\_\_ by \_\_\_\_\_.

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



CONSENT AND AGREEMENT  
(By FEE OWNER)

The undersigned is the fee owner of certain real property in Washington County, Oregon described on the attached Exhibit A (the "Real Property") and holds the landlord's interest under the Master Lease ("Lease") to Fred Meyer, Inc. ("Fred Meyer") described in the Memorandum of First Amendment to Lease Agreement (Beaverton, Oregon) dated November 25, 1986, recorded on December 9, 1986 as Recorder's Fee No. 86-57266, Official Records of Washington County, Oregon.

NOW, THEREFORE, the undersigned hereby consents to the execution of the foregoing Reciprocal Access and Parking Agreement ("Agreement") by FRED MEYER, INC. and ANITA M. MCGILL, and agrees that the Real Property is bound thereby and that termination of the Lease of the Real Property will not terminate the Agreement.

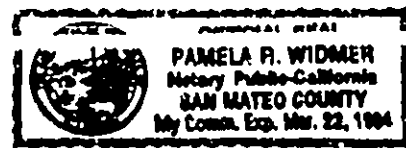
IN WITNESS WHEREOF, the undersigned has executed this Consent and Agreement on this 8<sup>th</sup> day of February, 1994.

FEE OWNER: METROPOLITAN LIFE INSURANCE COMPANY

By: Edward J. Hayes  
His: Assistant Vice President

STATE OF CALIFORNIA )  
County of SAN MATEO ) ss.

The foregoing instrument was acknowledged and sworn to or affirmed before me this 8<sup>th</sup> day of February, 1994, by Edward J. Hayes, the Assistant Vice President of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, on behalf of the corporation.



Pamela R. Widmer  
My commission expires: 3/22/94  
Residing at: San Carlos, California

CONSENT AND AGREEMENT  
(by Member(s))

The undersigned holds the mortgage(s)/lienholder's interest with respect to the property on the attached Exhibit B, situated in Washington County, Oregon, under a mortgage/deed of trust/lien instrument(s) (collectively, a "Lien Instrument"), recorded on 2-14-94 and as Fee No. (s) 94014631, Records of Washington County, Oregon. The undersigned hereby consents to the execution of the foregoing Reciprocal Access and Parking Agreement ("Agreement") by the Fee Owner and by FRED MEYER, INC., a Delaware corporation, and by ANITA M. MCGILL for the purposes stated therein, and agrees that its Lien Instruments will be bound thereby and that foreclosure of its Lien Instruments will not terminate the Agreement as to such property on Exhibit B.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 23rd day of January, 1994.

PRINCIPAL MUTUAL LIFE INSURANCE  
COMPANY



By: Ronald B. Franklin

Ronald B. Franklin  
Director & Secretary  
Commercial Real Estate Loan Administration

By: Scott J. Pitz

Scott J. Pitz  
Counsel

PRINCIPAL NATIONAL LIFE INSURANCE  
COMPANY



By: Ronald B. Franklin

Ronald B. Franklin  
Director & Secretary  
Commercial Real Estate

By: Scott J. Pitz

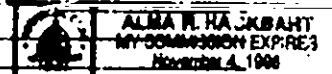
Scott J. Pitz  
Counsel

STATE OF Iowa )  
County of Polk ) ss.

This instrument was acknowledged before me on January 28, 1994, by Ronald B. Franklin and Sarah J. Pitts, the Director & Secretary and Counsel, respectively, of PRINCIPAL NATIONAL LIFE INSURANCE COMPANY, an Iowa corporation, on behalf of the corporation.



Alma R. MacBryant  
Notary Public of: Iowa  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

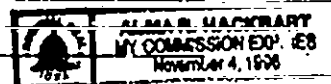


STATE OF Iowa )  
County of Polk ) ss.

This instrument was acknowledged before me on January 28, 1994, by Ronald B. Franklin and Sarah J. Pitts, the Director & Secretary and Counsel, respectively, of PRINCIPAL NATIONAL LIFE INSURANCE COMPANY, an Iowa corporation, on behalf of the corporation.



Alma R. MacBryant  
Notary Public of: Iowa  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_



PLAT 1111 (Washington Trust Square)

Beginning at a 5/8 inch iron rod marking the point of intersection of the Northerly right of way line of the Beaverton-Hillsdale Highway and the Easterly boundary line of that tract of land described in Deed No. 733, Page 269, Washington County Deed Records, said point of intersection bears Northerly along the Westerly line of Wm. Lookerman Donation Land Claim No. 45, a distance of 194.79 feet and South 81°39'05" East parallel with the Beaverton-Hillsdale Highway 220.20 feet and North 08°18'20" East 10.00 feet from the southwest corner of the Wm. Lookerman Donation Land Claim No. 45 in Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon; thence North 08°20'55" East coincident with the Easterly boundary line of said tract of land 190.12 feet to a found 3/4 inch iron pipe; thence coincident with the Northerly boundary line of said tract of land as follows:

North 81°30'52" West 99.99 feet to a found 5/8 inch iron rod; thence North 07°36'05" East 1.26 feet to a found 3/4 inch iron pipe; thence South 89°14'36" West 120.46 feet to a point on the Easterly right of way line of S.W. Lombard Avenue; thence North 00°40'08" West 149.10 feet along the Easterly line of said right of way to a found brass tack; thence North 89°14'55" East 116.10 feet to a found 5/8 inch iron rod; thence North 02°12'31" West 25.07 feet; thence North 11°11'10" West 45.05 feet; thence North 57°36'15" East 74.99 feet to a found 5/8 inch iron rod; thence North 24°47'49" West 88.79 feet; thence North 57°33'45" East 182.01 feet; thence 30.90 feet along the arc of a 148.61 foot radius curve to the right said curve having a chord bearing of North 73°09'27" East and a chord distance of 79.90 feet; thence North 88°40'53" East 136.15 feet to a point of tangency; thence 48.60 feet along the arc of 235.00 foot radius curve to the left through a central angle of 11°50'54" (the long chord of which bears North 82°49'43" East 48.51 feet) to a point of compound curvature and the intersection of the Southerly line of that tract of land conveyed to the public in Deed No. 79030206; thence 181.49 feet along the arc of a 232.50 foot radius curve to the left through a central angle of 44°43'32" (the long chord of which bears North 53°01'37" 176.92 feet) to a point of compound curvature; thence 98.43 feet along the arc of a 240.50 foot radius curve to the left through a central angle of 23°26'56" (the long chord of which bears North 18°56'07" East 97.74 feet) to the beginning point of that tract of land conveyed to the public and described in Deed No. 79030206 as being on the southerly right of way of Canyon Road; thence North 63°55'31" East 8.00 feet, more or less, to the most Northerly Northwest corner of that tract of land conveyed to Fred Meyer Real Estate Properties, Ltd., as described in Statutory Bargain and Sale Deed No. 81041397; thence North 64°40'33" East 93.88 feet to the most Northwesterly corner of a parcel of land deeded to Fred Meyer,

Page 2 of 5

Tract, recorded January 3, 1930, Deed Book No. 80003624 of Washington County Deed Records; thence South 01°01'56" East 35.00 feet along the West line of said parcel of land; thence North 88°58'04" East 180.00 feet; thence South 01°01'56" East 136.11 feet; thence South 88°58'04" West 190.00 feet to the said West line of Fred Meyer, Inc., parcel; thence South 01°01'56" East 725.65 feet; thence South 88°57'29" West 274.50 feet; thence South 08°11'52" West 66.04 feet to the North right of way line of the Beaverton-Hillsdale Highway; thence North 81°39'05" West coincident with said right of way line 354.63 feet to the point of beginning.

## Parcel 11 (Fred Meyer)

A tract of land situated in Section 15, Township 2 North, Range 1 East, of the Willamette Meridian, in the County of Washington and State of Oregon. Said tract of land being described as follows:

Beginning at a 5/8 inch iron rod with an aluminum cap, said iron rod being North 84.82 feet and East 892.66 feet from the Southwest corner of the William Lookerman Donation Land Claim No. 45, said iron rod also being the point of change from spiral to a 1,722.95 foot radius circular curve to the right on the North right of way line at Engineer's center line Station 136+74.12 on the Beaverton-Hillsdale Highway; thence continuing westerly along the arc of said circular curve 38.51 feet (chord equals 38.51 feet and chord bearing equals North 87°53'28" West); thence North 1°08'22" West 725.65 feet; thence North 88°58'04" East 180.00 feet; thence North 01°01'56" West 136.11 feet; thence South 88°58'04" West 180.00 feet to the West line of land deeded to Fred Meyer, Inc. recorded January 3, 1980, Recorder's Fee No. 80003624 of Washington County Deed Records; thence North 01°01'56" West 35.00 feet along the West line of said parcel of land to the South right of way line of S.W. Canyon Road; thence North 64°40'33" East, 46.17 feet; thence North 70°40'16" East, 224.49 feet to a point marking the point of a cusp of a 50.00 foot radius curve, said point being the most Northerly Northwest corner of that tract of land described in CF 1927, Washington County Deed Records and County Survey No. 13710, Washington County Survey Records; thence Southwesterly along the arc of said curve to a found 5/8 inch iron rod at the point of tangency, the long chord bears South 13°29'53" West, 52.01 feet; thence South 17°54'39" East, 78.14 feet to a found 5/8 inch iron rod marking the most Southerly Southwest corner of said tract of land; thence North 89°05'15" East, 154.13 feet to a found 5/8 inch iron rod marking the Southeast corner of said tract of land; thence North 0°51'31" West coincident with the Easterly boundary of said tract of land, 67.945 feet to a found 5/8 inch iron rod; thence North 89°04'22" East, 324.84 feet to a found 5/8 inch iron rod on the West line of a 50 foot ingress and egress easement to Shell Oil, and others recorded in Book 929, and Page 561 of Washington County Deed Records; thence North 0°52'36" West, 220.43 feet to a found 5/8 inch iron rod on the Southerly right of way line of Canyon Road; thence continuing along said right of way, North 70°40'16" East,

55.55 feet to a 5/8 inch iron rod marking the Northeast corner of that tract of land described in Book 929, Page 561, Washington County Deed Records; thence along the boundaries of said tract as follows:

South 00°56'44" East, 286.96 feet to a 5/8 inch iron rod, North 89°06'24" East, 162.00 feet to a found 5/8 inch iron rod and North 00°56'44" West, 309.31 feet to a found 5/8 inch iron rod with aluminum cap; thence South 53°41'06" East, 39.39 feet to a found 5/8 inch iron rod with aluminum cap marking an angle point on the Westerly right of way line of the Beaverton-Tigard Highway at Engineer's center line Station 174+10; thence coincident with said Westerly right of way as follows:

South 04°46'46" East, 286.86 feet to a found 5/8 inch iron rod with aluminum cap marking the point of curve of a 2,231.83 foot radius curve right at Engineer's center line Station 177+00, Southwesterly along the arc of said curve right, 584.8 feet to a 5/8 inch iron rod with aluminum cap marking the point of tangency of Engineer's center line Station 183+00 (the long chord bears South 07°00'58" West, 382.51 feet); South 14°55'04" West, 224.42 feet to a found 5/8 inch iron rod with aluminum cap at Engineer's center line Station 185+30.21, South 20°17'08" West, 60.81 feet to a found 5/8 inch iron rod with aluminum cap denoted as marking the point of curve of a 459.26 foot radius curve left at Engineer's center line Station 185+91.04 P.C., and Southwesterly along the arc of said curve left (the chord bears South 12°40'42" West, 121.85 feet) to a found 5/8 inch iron rod with aluminum cap at Engineer's center line Station 187+00, said monument marks the point of intersection of the Westerly right of way line of the Beaverton-Tigard Highway and the Northerly right of way line of the Beaverton-Hillsdale Highway; thence along the Northerly right of way line of the Beaverton-Hillsdale Highway as follows:

South 83°21'50" West, 187.50 feet to a found 5/8 inch iron rod with aluminum cap on the West line of Lot 72, STEEL'S ADDITION TO BEAVERTON, 50.00 feet Northerly from the center line of the Beaverton-Hillsdale Highway; South 89°43'38" West parallel with said center line, 45.49 feet to a found 5/8 inch iron rod with aluminum cap at Engineer's center line station, 131+50; South 86°55'51" West along said Northerly right of way line, 200.25 feet to a point at right angles from and 40.00 feet Northerly of said highway center line at Engineer's center line Station 133+50; South 89°47'36" West parallel with said highway center line, 194.12 feet to a point of spiral curve right at Engineer's center line Station 135+44.12, said spiral curve defined at highway center line as 130.00 feet in length of arc, an "A" value of 2.5

PROPERTY "A" continued

and a central angle of  $2^{\circ}06'42''$  along the arc of said circle  
measuring 176.1 feet (from the point of beginning north  $69^{\circ}50'14''$  West, 100.00  
feet) to a point 5/8 inch from and with the same as described  
the point of beginning.



Beginning at a 5/8 inch iron rod marking the point of intersection of the Northerly right of way line of the Beaverton-Hillsdale Highway and the Easterly boundary line of that tract of land described in Book 733, Page 269, Washington County Deed Records, said point of intersection bears Northerly along the Easterly line of Wm. Lockerman Donation Land Claim No. 45, a distance of 194.79 feet and South 81°39'05" East parallel with the Beaverton-Hillsdale Highway 220.20 feet and North 08°18'20" East 10.00 feet from the southwest corner of the Wm. Lockerman Donation Land Claim No. 45 in Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon; thence North 08°20'55" East coincident with the Easterly boundary line of said tract of land 190.12 feet to a found 3/4 inch iron pipe; thence coincident with the Northerly boundary line of said tract of land as follows:

North 81°30'52" West 99.99 feet to a found 5/8 inch iron rod; thence North 07°36'05" East 1.25 feet to a found 3/4 inch iron pipe; thence South 89°14'36" West 120.46 feet to a point on the Easterly right of way line of S.W. Lombard Avenue; thence North 00°40'08" West 149.10 feet along the Easterly line of said right of way to a found brass tack; thence North 89°14'55" East 116.10 feet to a found 5/8 inch iron rod; thence North 02°12'31" West 25.07 feet; thence North 11°11'10" West 45.05 feet; thence North 57°36'15" East 74.99 feet to a found 5/8 inch iron rod; thence North 24°47'49" West 88.79 feet; thence North 57°33'45" East 182.01 feet; thence 80.90 feet along the arc of a 148.61 foot radius curve to the right said curve having a chord bearing of North 73°09'27" East and a chord distance of 79.90 feet; thence North 88°40'53" East 136.15 feet to a point of tangency; thence 48.60 feet along the arc of 235.00 foot radius curve to the left through a central angle of 11°50'54" (the long chord of which bears North 82°49'43" East 48.51 feet) to a point of compound curvature and the intersection of the Southerly line of that tract of land conveyed to the public in Deed No. 79030206; thence 181.49 feet along the arc of a 232.50 foot radius curve to the left through a central angle of 44°43'32" (the long chord of which bears North 53°01'37" 176.92 feet) to a point of compound curvature; thence 98.43 feet along the arc of a 240.50 foot radius curve to the left through a central angle of 23°26'56" (the long chord of which bears North 18°56'07" East 97.74 feet) to the beginning point of that tract of land conveyed to the public and described in Deed No. 79030206 as being on the Southerly right of way of Canyon Road; thence North 63°55'31" East 8.00 feet, more or less, to the most Northerly Northwest corner of that tract of land conveyed to Fred Meyer Real Estate Properties, Ltd., as described in Statutory Bargain and Sale Deed No. 81041397; thence North 64°40'33" East 93.88 feet to the most Northwestern corner of a parcel of land doaded to Fred Meyer,

MENTAL "B" Continued

Inc., dated and January 7, 1980, recorded in the No. 00003824 of  
Washington County deed records; thence South 01°01'56" East 55.00 feet  
along the West line of said parcel of land; thence North 82°21'04"  
East 20.00 feet; thence South 01°01'56" East 156.11 feet, thence South  
88°58'04" West 180.00 feet to the said West line of Fred Meyer, Inc.,  
parcel; thence South 01°01'56" East 725.65 feet; thence South 88°57'29"  
West 274.50 feet; thence South 08°11'52" West 66.04 feet to the North  
right of way line of the Beaverton-Hillsdale Highway; thence North  
01°39'05" West coincident with said right of way line 354.63 feet to  
the point of beginning.

EXHIBIT "C"

A TRACT OF LAND ALIQUOTED IN SECTION 15, TOWNSHIP 7 SOUTH, RANGE 2 EAST, IN THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON. Said tract of land being described as follows:

Beginning at a 5/8 inch iron rod with an aluminum cap, said iron rod being North 84.82 feet and East 892.66 feet from the Southwest corner of the William Loukerman Donation Land Claim No. 45, said iron rod also being the point of change from spiral to a 1,722.95 foot radius circular curve to the right on the North right of way line at Engineer's center line Station 136+74.12 on the Beaverton-Hillsdale Highway; thence continuing Westerly along the arc of said circular curve 38.51 feet (chord equals 38.51 feet and chord bearing equals North 87°53'28" West); thence North 1°08'22" West 725.65 feet; thence North 88°58'04" East 180.00 feet; thence North 01°01'56" West 136.11 feet; thence South 88°58'04" West 180.00 feet to the West line of land deeded to Fred Meyer, Inc. recorded January 3, 1980, Recorder's Fee No. 00003624 of Washington County Deed Records; thence North 01°01'56" West 35.00 feet along the West line of said parcel of land to the South right of way line of S.W. Canyon Road; thence North 64°40'33" East, 46.17 feet; thence North 70°40'16" East, 224.49 feet to a point marking the point of a cusp of a 50.00 foot radius curve, said point being the most Northerly Northwest corner of that tract of land described in CF 1927, Washington County Deed Records and County Survey No. 13710, Washington County Survey Records; thence Southwesterly along the arc of said curve to a found 5/8 inch iron rod at the point of tangency, the long chord bears South 13°29'53" West, 52.01 feet; thence South 17°54'39" East, 78.14 feet to a found 5/8 inch iron rod marking the most Southerly Southwest corner of said tract of land; thence North 89°05'15" East, 154.13 feet to a found 5/8 inch iron rod marking the Southeast corner of said tract of land; thence North 0°51'31" West coincident with the Eastern boundary of said tract of land, 67.945 feet to a found 5/8 inch iron rod; thence North 89°04'22" East, 324.84 feet to a found 5/8 inch iron rod on the West line of a 50 foot ingress and egress easement to Shell Oil, and others recorded in Book 929, and Page 561 of Washington County Deed Records; thence North 0°52'28" West 220.43 feet to a found 5/8 inch iron rod on the Southerly right of way line of Canyon Road; thence continuing along said right of way, North 70°40'16" East,

55.55 feet to a 5/8 inch iron rod marking the southeast corner of that tract of land described in Book 227, page 241, Washington County Deed Record; thence along the boundary of said tract as follows:

South 00°56'44" East, 286.96 feet to a 3/8 inch iron rod, North 39°06'24" East, 142.00 feet to a found 5/8 inch iron rod and North 00°58'44" West, 309.51 feet to a found 5/8 inch iron rod with aluminum cap; thence South 53°41'06" East, 39.39 feet to a found 5/8 inch iron rod with aluminum cap marking an angle point on the Westerly right of way line of the Beaverton-Tigard Highway at Engineer's center line Station 174+10; thence coincident with said Westerly right of way as follows:

South 04°46'46" East, 286.86 feet to a found 5/8 inch iron rod with aluminum cap marking the point of curve of a 2,231.83 foot radius curve right at Engineer's center line Station 177+00, Southwesterly along the arc of said curve right, 584.8 feet to a 5/8 inch iron rod with aluminum cap marking the point of tangency of Engineer's center line Station 183+00 (the long chord bears South 07°00'58" West, 582.51 feet); South 14°55'04" West, 224.42 feet to a found 5/8 inch iron rod with aluminum cap at Engineer's center line Station 185+30.21; South 20°17'08" West, 60.81 feet to a found 5/8 inch iron rod with aluminum cap denoted as marking the point of curve of a 459.26 foot radius curve left at Engineer's center line Station 185+91.04 P.C., and Southwesterly along the arc of said curve left (the chord bears South 12°40'42" West, 121.85 feet) to a found 5/8 inch iron rod with aluminum cap at Engineer's center line Station 187+00, said monument marks the point of intersection of the Westerly right of way line of the Beaverton-Tigard Highway and the Northerly right of way line of the Beaverton-Hillsdale Highway; thence along the Northerly right of way line of the Beaverton-Hillsdale Highway as follows:

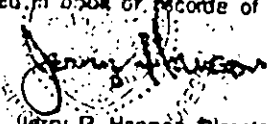
South 83°21'50" West, 187.50 feet to a found 5/8 inch iron rod with aluminum cap on the West line of Lot 72, STEEL'S ADDITION TO BEAVERTON, 50.00 feet Northerly from the center line of the Beaverton-Hillsdale Highway; South 89°43'38" West parallel with said center line, 45.49 feet to a found

line Station, 131+50; South 86°55'51" West along said Northerly right of way line, 200.25 feet to a point at right angles from and 40.00 feet Northerly of said highway center line at Engineer's center line Station 133+50; South 89°47'36" West parallel with said highway center line, 194.12 feet to a point of spiral curve right at Engineer's center line Station 135+44.12, said spiral curve defined at highway center line as 130.00 feet in length of arc, an "A" value of 2.5

and a central angle of 2'06"42" along the arc of said circular curve right (the lower chord bears North 80°30'12" West, 120.00 feet) to a point 5/8 inch from top with a standard curve setting via point of tangency.

STATE OF OREGON }  
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing has received and recorded in book or records of said county.

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

Doc : 94014632.1  
Rect: 116875 138.00  
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