

Received
Planning Division
09/25/2023

Washington County, Oregon **2023-013550**
D-E
Stn=2 S AKINS **04/05/2023 03:24:56 PM**
\$45.00 \$5.00 \$11.00 \$5.00 \$60.00 **\$126.00**

I, Joe Nelson, 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.

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk

AFTER RECORDING RETURN TO:
Hoerschelmann Dietz PLLC
Attn: Gabriel Dietz
1143 MLK Jr Way #145
Seattle, WA 98122

**AMENDMENT TO EASEMENT AGREEMENT
AND TERMINATION OF PARKING EASEMENT**

JOHN S. BIGGI, JR, MICHAEL R. BIGGI, VINCENT L. BIGGI, and GINA BIGGI GOESER, each an individual resident of the State of Oregon, as tenants in common (the "Biggi Owners") are the owners of that certain property legally described in the attached Exhibit A (the "Biggi Property").

BG DESERT INVESTMENTS, LLC, a California limited liability company, is the owner of that certain property legally described in the attached Exhibit B (the "BG Desert Investments Property").

(Together the Biggi Owners and BG Desert Investments, LLC are referred to as the "Parties" or individually as a "Party.")

A Reciprocal Easement Agreement for Access and Parking was Previously recorded by the Parties' predecessors-in-title on March 24, 1988, as Washington County Fee No. 88011788 (the "Easement"). The Parties desire to terminate the parking easement recited in such recorded document.

Therefore, the Parties agree that the Easement is amended as follows:

Section 1.2. (including Subsection 1.2.1. of the Easement) is deleted in its entirety.

The true consideration for this conveyance is \$50,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

FIRST AMERICAN 2016440

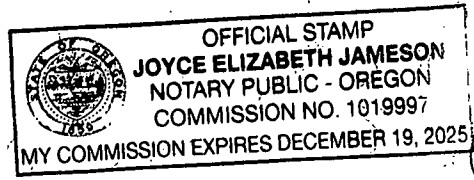
Michael R. Biggi

MICHAEL R. BIGGI

STATE OF OREGON)

Clatsop) ss.
County of ~~Multnomah~~ *Clatsop*)

This record was acknowledged before me this *5th* day of *April*, 2023, by Michael R. Biggi.



[Signature]

NOTARY PUBLIC FOR *Oregon*
My Commission Expires: *12.19.25*

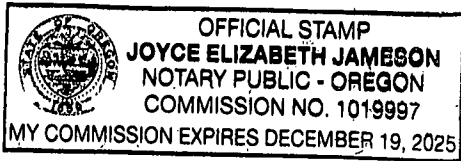
[Handwritten Signature]

VINCENT L. BIGGI

STATE OF OREGON)

County of Clatsop) ss.
[Handwritten Signature]

This record was acknowledged before me this 20 day of April, 2023, by Vincent L. Biggi.



[Handwritten Signature]
NOTARY PUBLIC FOR Oreg
My Commission Expires: 12.19.25

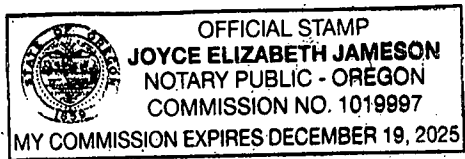
John S. Biggi, Jr.
By Michael R. Biggi,
his Attorney in fact

JOHN S. BIGGI, JR

STATE OF OREGON)

Clackamas) ss.
County of Multnomah)

This record was acknowledged before me this 5th day April, 2023, by John S. Biggi, Jr. by Michael R. Biggi his attorney in fact



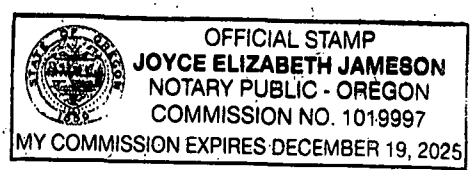
[Signature]
NOTARY PUBLIC FOR Oregon
My Commission Expires: 12.19.25

Gina Biggi Goeser
By Vincent L. Biggi
Her Attorney In Fact

GINA BIGGI GOESER

STATE OF OREGON)
)
) ss.
)
County of Multnomah)

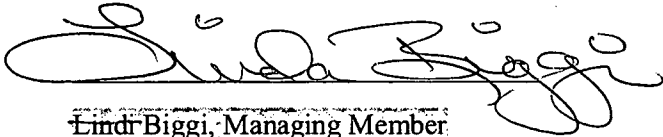
This record was acknowledged before me this 5th day of April, 2023, by
Gina Biggi Goeser: by Vincent L. Biggi, her attorney in fact.



[Handwritten Signature]

NOTARY PUBLIC FOR Oregon
My Commission Expires: 12-19-25

BG DESERT INVESTMENTS, LLC, a California limited liability company



Linda Biggi, Managing Member

LINDA

SB

STATE OF CALIFORNIA)

) ss.

County of _____)

This record was acknowledged before me this _____ day of October, 2022, by
Linda Biggi as Managing Member of BG Desert Investments, LLC, a
California limited liability company.

**See attached loose
California Certificate**

NOTARY PUBLIC FOR _____

My Commission Expires: _____

California All-Purpose Acknowledgment

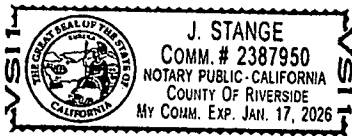
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On February 24, 2023, before me, J. Stange, Notary Public, personally appeared Linda Biggi who 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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



J. Stange
Notary Public in and for
State of California
County of Riverside

Optional Information

Description of attached document: Amendment of Easement Agreement and Termination of Parking Easement

Date: 2-24-2023

Number of pages: (excluding this page and attachments): (One-sided two-sided)

Additional Information: Capacity claimed by signer: Managing Member of BG Desert Investments, LLC., a California Limited Liability Company

Exhibit A

Legal Description of the Biggi Property

A TRACT OF LAND IN LOTS 17 AND 18, STEEL'S ADDITION TO BEAVERTON, IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF BEAVERTON, COUNTY OF WASHINGTON AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN 10 ACRE TRACT DESCRIBED IN DEED TO ROSE BIGGI AS RECORDED AT PAGE 79 OF DEED BOOK 176, BEING A POINT IN THE CENTER OF COUNTY ROAD NO. 397 ON THE NORTHERLY RIGHT OF WAY LINE OF THE OREGON ELECTRIC RAILROAD; THENCE SOUTH 60° 38' 45" EAST 34.06 FEET ON SAID NORTHERLY LINE TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 1013; THENCE NORTH 01° 06' 28" EAST ON SAID COUNTY ROAD RIGHT OF WAY LINE 445.0 FEET; THENCE LEAVING SAID COUNTY ROAD NORTH 86° 43' 54" EAST 196.93 FEET; THENCE NORTH 03° 16' 06" WEST 328.95 FEET TO THE SOUTH LINE OF A TRACT UNDER ASSIGNMENT OF LEASE AS RECORDED UNDER FEE NO. 8872, BOOK 882, PAGE 526, WASHINGTON COUNTY FILM RECORDS; THENCE ON SAID SOUTH LINE SOUTH 76° 12' 39" EAST 53.02 FEET TO THE SOUTHEAST CORNER OF SAID LEASED TRACT; THENCE SOUTH 72° 37' 02" EAST 209.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 17° 33' 20" EAST 176.34 FEET; THENCE SOUTH 72° 26' 40" EAST 60.00 FEET; THENCE NORTH 17° 33' 20" EAST 116.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF CENTER STREET AS WIDENED BY DEDICATION AS RECORDED AT PAGES 162 AND 156 OF BOOK 949 SAID FILM RECORDS; THENCE ALONG SAID STREET SOUTH 72° 26' 40" EAST 83.33 FEET TO A POINT OF TANGENCY WITH A 570.0 FEET RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID DEDICATION ON SAID CURVE TO THE RIGHT AN ARC LENGTH OF 237.05 FEET (THE CHORD BEARS SOUTH 60° 31' 50" EAST 235.35 FEET); THENCE SOUTH 37° 32' 55" WEST 302.86 FEET; THENCE NORTH 50° 27' 29" WEST 110.47 FEET; THENCE NORTH 72° 37' WEST 167.62 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF BEAVERTON ITS SUCCESSORS AND ASSIGNS AS DESCRIBED IN DEDICATION OF RIGHT OF WAY RECORDED MAY 01, 2015 AS FEE NO. 2015 032750.

Tax Parcel Number: R57217

Exhibit B

Legal Description of the BG Desert Investments Property

A TRACT OF LAND IN LOTS 16 AND 17, STEEL'S ADDITION TO BEAVERTON, IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN 10 ACRE TRACT DESCRIBED IN DEED TO ROSE BIGGI AS RECORDED AT PAGE 79 OF DEED BOOK 176, BEING A POINT IN THE CENTER OF COUNTY ROAD NO. 397, ON THE NORTHERLY RIGHT OF WAY LINE OF THE OREGON ELECTRIC ROADWAY; THENCE SOUTH 60° 38' 45" EAST, 34.06 FEET ON SAID NORTHERLY LINE TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 1013; THENCE NORTH 01° 06' 28" EAST, ON SAID COUNTY ROAD RIGHT OF WAY LINE, 445.0 FEET; THENCE LEAVING SAID COUNTY ROAD NORTH 86° 43' 54" EAST, 196.93 FEET; THENCE NORTH 03° 16' 06" WEST, 328.95 FEET TO THE SOUTH LINE OF A TRACT UNDER ASSIGNMENT OF LEASE AS RECORD UNDER FEE NO. 8872, BOOK 882, PAGE 526, WASHINGTON COUNTY FILM RECORDS; THENCE ON SAID SOUTH 76° 12' 39" EAST, 53.02 FEET TO THE SOUTHEAST CORNER OF SAID LEASED TRACT; THENCE SOUTH 72° 37' 02" EAST, 67.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 19° 04' 28" EAST, 90.8 FEET, THENCE NORTH 72° 37' 02" WEST, 67.0 FEET; THENCE NORTH 19° 04' 28" EAST, 26.51 FEET; THENCE NORTH 72° 37' 02" WEST, 27.91 FEET TO THE SOUTHEAST CORNER OF TRACT UNDER MORTGAGE AS RECORDED AT PAGE 919 OF BOOK 844, WASHINGTON COUNTY FILM RECORDS; THENCE NORTH 19° 03' 48" EAST, 175.85 FEET ALONG SAID MORTGAGE TRACT TO THE INTERSECTION OF THE SOUTH LINE OF CENTER STREET AS WIDENED BY DEDICATION, AS RECORDED AT PAGES 162 AND 156 OF BOOK 949, OF SAID FILM RECORDS; THENCE ALONG SAID STREET SOUTH 76° 26' 40" EAST, 290.00 FEET; THENCE SOUTH 17° 33' 20" WEST, 166.00 FEET; THENCE NORTH 76° 26' 40" WEST 60.00 FEET; THENCE SOUTH 17° 33' 20" WEST 176.34 FEET; THENCE NORTH 72° 37' WEST, 142.83 FEET TO THE TRUE POINT OF BEGINNING.

Tax Parcel Number: R57226

88-11788
Washington County

RECIPROCAL EASEMENT AGREEMENT
FOR ACCESS AND PARKING

Date: FEBRUARY 1, 1988
Between: Gene Biggi Properties, an Oregon general partnership "BIGGI PROPERTIES"
and Biggi Investments Partnership, an Oregon general partnership "BIGGI INVESTMENTS"

Recitals

A. Biggi Properties is the owner and in possession of the property described in Exhibit A attached hereto and incorporated by this reference ("Parcel A"); and

B. Biggi Investments is the owner of the property described in Exhibit B attached hereto and incorporated by this reference ("Parcel B"); and

C. The parties to this agreement intend to create a permanent, mutual and reciprocal access and parking easement. Such easement shall be appurtenant to and shall benefit all the property described in Exhibits A and B.

The parties therefore agree as follows:

Agreement

1. Grant of Easements

1.1. Access Easement. The parties hereby grant and convey to each other permanent, mutual, reciprocal rights-of-way on, over, across, and along the real property of each party described in Exhibit C as shown on the map attached as Exhibit D, each attached hereto and incorporated herein by this reference. The access easement rights respecting the portion of the property described in Exhibit C that is a part of Exhibit A shall be appurtenant to and benefit Parcel B. The access easement rights respecting the portion of the property described in Exhibit C that is a part of Parcel B shall be appurtenant to and benefit Parcel A.

1.1.1. Such access easement and right-of-way may be used for vehicular and pedestrian ingress and egress purposes by the parties to this agreement. Neither party shall have the right to park, load or unload any vehicle in the right-of-way other than

40.6
WT

COMPILED BY WESTERN TITLE
250252/243642

MAR 24 1988

invitees, guests, customers, agents and employees. However, neither party's rights hereunder shall lapse in the event of that party's failure to use the easement and right-of-way on a continuous basis.

1.2. Parking Easement. The parties hereby grant and convey to each permanent, mutual, reciprocal parking easements on, over, across, and along the portion of the real property described on Exhibits A and B that is designed and utilized for parking. The parking easement rights respecting the property described in Exhibit A shall be appurtenant to and benefit Parcel B. The parking easement rights respecting the property in Exhibit B shall be appurtenant to and benefit Parcel A.

1.2.1. Such parking easements may be used for vehicular parking and pedestrian ingress and egress purposes by the parties to this agreement. Use of the parking shall be on a regular, continuous, nonexclusive, nonpriority basis, benefiting the parties, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees. However, neither party's rights hereunder shall lapse in the event of that party's failure to use the easement on a continuous basis.

2. Maintenance and Repair

2.1. The cost of periodic maintenance and necessary repairs to the easements shall be borne exclusively by Biggi Properties as to the portion of the easement located on Parcel A and exclusively by Biggi Investments as to the portion of the easements located on Parcel B. Such maintenance and repairs shall be performed by the respective parties on a prompt, diligent and regular basis.

2.2. If a party fails to perform any such necessary maintenance and repairs as required, the other party, upon 15 days' prior written notice to the nonperforming party, may cause such work to be done with a right of reimbursement for all sums necessary and properly expended to remedy such failure, together with interest thereon from the date of such expenditure at the statutory interest rate pertaining to judgments in the state of Oregon and attorney fees and costs incurred in collection.

2.3. If the accessway becomes impassable or ingress or egress is unreasonably impeded or curtailed because of a party's failure to maintain the easements as required herein, the other party may demand by written notice that the remedial work be performed immediately. If such work is not so performed, the other party shall have the rights of cure and reimbursement as set forth in paragraph 2.2.

3. Taxes

Each party shall pay when due all real property taxes, assessments or other charges against the land to which each party

2 - RECIPROCAL EASEMENT AGREEMENT 2

MAR 24 1988

Each party shall pay when due all real property taxes, assessments or other charges against the land to which each party holds fee title and which is part of the easement. There shall be no right of contribution from the other party for such items.

4. Insurance and Indemnification

Each party shall maintain public liability insurance in force at all times relating to all activities, conditions, operations and usages on or about that portion of the easements which is respectively owned in fee title by each of the parties. Each party hereby indemnifies and holds harmless the other party from any liability arising out of the usage of that portion of the easements.

5. Condemnation

In the event that the easements or any part thereof are taken by power of eminent domain or conveyed under threat of condemnation and such taking will render the easement unusable for normal, regular, two-way vehicular ingress and egress and parking, this agreement shall terminate. If such taking does not render the easement so unusable, the obligations of a party whose portion of the easement is taken shall be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong exclusively to the fee title owner of the property so taken.

6. Breach of Obligations

In the event either party shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief.

7. Attorney Fees

In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

8. Effect of the Agreement

The easements granted hereunder shall run with the land as to all property burdened and benefited by such easements. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees or beneficiaries under a deed of trust.

MAR 24 1988

This agreement is executed in duplicate.

GENE BIGGI PROPERTIES, an Oregon general partnership.

By Gene L. Biggi
Gene L. Biggi, Partner

BIGGI INVESTMENTS PARTNERSHIP, an Oregon general partnership

By John S. Biggi, Jr.
~~John S. Biggi, Jr., Partner and as attorney-in-fact for John S. Biggi, Sr., Partner~~

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me on March 11 1988, by Gene L. Biggi, Partner, on behalf of Gene Biggi Properties, an Oregon general partnership.

Shelma J. Zippes
Notary Public for Oregon
My Commission expires: 12-29-90

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me on March 8 1988, by John S. Biggi, Sr., Partner

Notary Public Seal for Shelma J. Zippes, State of Oregon

Shelma J. Zippes
Notary Public for Oregon
My Commission expires: 12-29-90

MAR 24 1988

PARCEL II:

(RETAIL I PARCEL)

A tract of land in Lots 16 and 17, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397, on the Northerly right of way line of the Oregon Electric Railroad; thence South $60^{\circ} 38' 45''$ East, 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North $01^{\circ} 06' 28''$ East, on said County Road right of way line, 445.0 feet; thence leaving said County Road North $86^{\circ} 43' 54''$ East, 196.93 feet; thence North $03^{\circ} 16' 06''$ West, 328.95 feet to the South line of a tract under assignment of lease as recorded under Fee No. 8872, Book 882, page 526, Washington County Film Records; thence on said South $76^{\circ} 12' 39''$ East, 53.02 feet to the Southeast corner of said leased tract; thence South $72^{\circ} 37' 02''$ East, 67.0 feet to the true point of beginning; thence North $19^{\circ} 04' 28''$ East, 90.8 feet; thence North $72^{\circ} 37' 02''$ West, 67.0 feet; thence North $19^{\circ} 04' 28''$ East, 26.51 feet; thence North $72^{\circ} 37' 02''$ West, 27.91 feet to the Southeast corner of tract under Mortgage as recorded at Page 919 of Book 844, Washington County Film Records; thence North $19^{\circ} 03' 48''$ East, 175.85 feet along said Mortgage tract to the intersection with the South line of Center Street as widened by dedication, as recorded at Pages 162 and 156 of Book 949, of said Film Records; thence along said street South $72^{\circ} 26' 40''$ East, 290.00 feet; thence South $17^{\circ} 33' 20''$ West, 166.00 feet; thence North $72^{\circ} 26' 40''$ West 60.00 feet; thence South $17^{\circ} 33' 20''$ West 176.34 feet; thence North $72^{\circ} 37'$ West, 142.83 feet to the true point of beginning.

EXHIBIT A

5

MAR 24 1988

(Hall Street Parcel)

PARCEL VII

A tract of land in Lots 17 and 18, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, described as follows:

Commencing at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet; thence leaving said County Road North 86°43'54" East 196.93 feet; thence North 03°16'06" West 328.95 feet to the South line of a tract under assignment of lease as recorded under Fee No. 8872, Book 882, page 526, Washington County Film Records; thence on said South line South 76°12'39" East 53.02 feet to the Southeast corner of said leased tract; thence South 72°37'02" East 209.83 feet to the true point of beginning; thence North 17°33'20" East 176.34 feet; thence South 72°26'40" East 60.00 feet; thence North 17°33'20" East 116.00 feet to the intersection with the South line of Center Street as widened by dedication as recorded at pages 162 and 156 of Book 949 said Film Records; thence along said street South 72°26'40" East 83.33 feet to a point of tangency with a 570.0 feet radius curve to the right; thence continuing along said dedication on said curve to the right an arc length of 237.05 feet (the chord bears South 60°31'50" East 235.35 feet); thence South 37°32'55" West 302.86 feet; thence North 50°27'29" West 110.47 feet; thence North 72°37' West 167.62 feet to the true point of beginning.

LAWYERS TITLE CO.
OF OREGON
401 S.W. FOURTH
PORTLAND, OR 97204

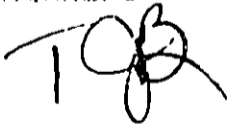


EXHIBIT B

6

MAR 24 1988

LEGAL DESCRIPTION FOR
RECIPROCAL DRIVEWAY BASEMENT
RETAIL #1/HALL ST. BAR

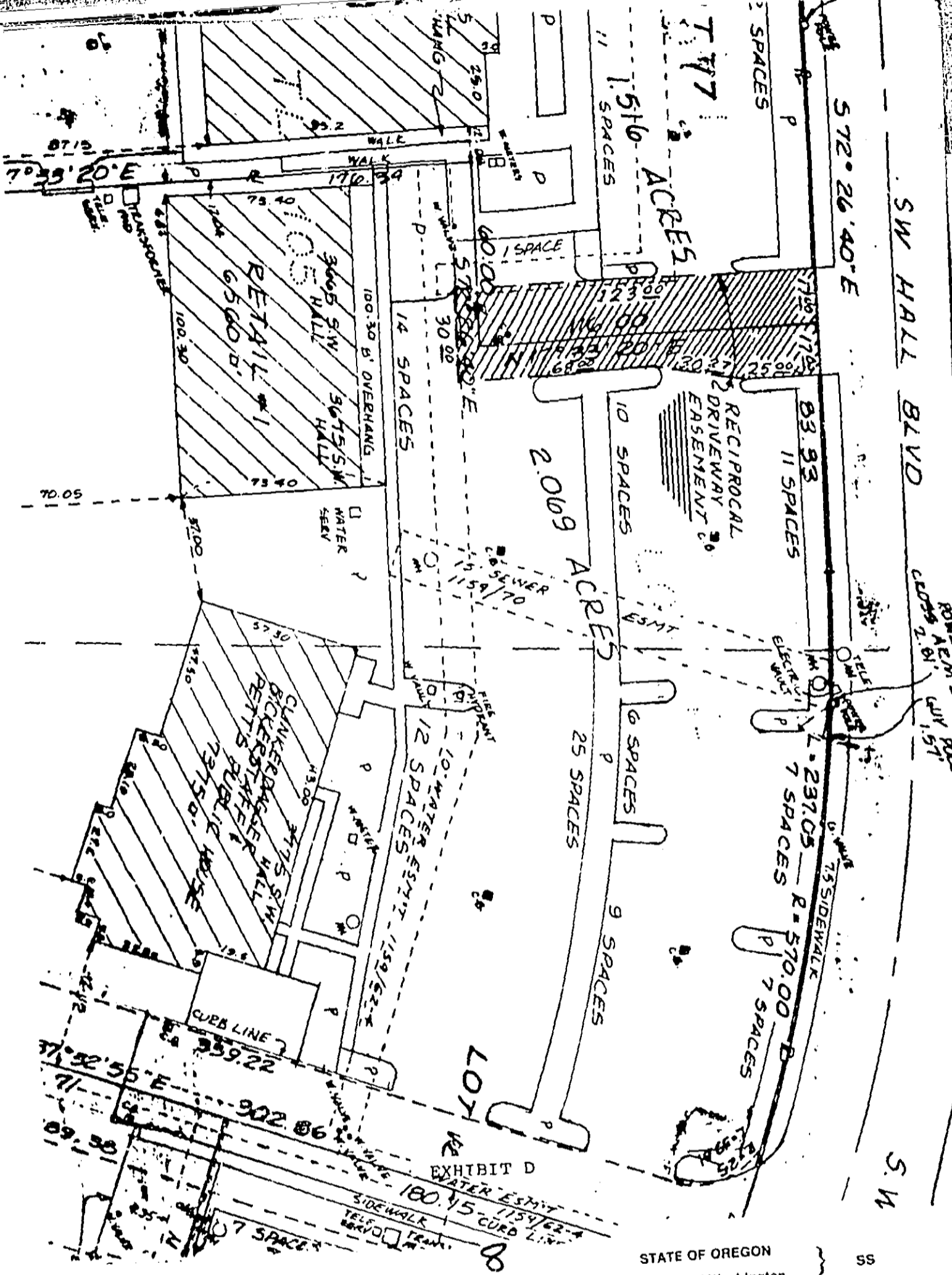
A tract of land in Lots 17 and 18, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, described as follows:

Commencing at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the northerly right of way line of the Oregon Electric Railroad; thence S60°38'45"E 34.06 feet on said northerly line to the East right of way line of County Road No. 1013; thence N01°06'28"E on said County Road right of way line 445.0 feet; thence leaving said County Road North 86°43'54"E 196.93 feet; thence N03°16'06"W 328.95 feet to the South line of a tract under assignment of lease as recorded under Fee No. 8872, Book 882, page 526, Washington County Film Records; thence on said South line S76°12'39"E 53.02 feet to the Southeast corner of said leased tract; thence S72°37'02"E 209.83 feet; thence N17°33'20"E 176.34 feet; thence S72°26'40"E 60.00 feet; thence N17°33'20"E 116.00 feet to the intersection with the South line of Center Street as widened by dedication as recorded at pages 162 and 156 of Book 949 said Film Records to the true point of beginning; thence along said street S72°26'40"E 17.00 feet; thence S17°33'20"W 25.00 feet; thence S25°09'01"W 30.27 feet; thence S17°33'20"W 68.00 feet; thence S72°26'40"W 30.00 feet; thence N17°33'20"E 123.00 feet to the South line of said street right of way; thence S72°26'40"E 17.00 feet to the true point of beginning.

7

EXHIBIT C

MAR 24 1988



STATE OF OREGON } SS
 County of Washington }

I, Donald W. Mason, Director of Assessment and Taxation 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.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk

1988 MAR 24 AM 10:15