

Received
Planning Division
10/09/2023

EXHIBIT 4.4



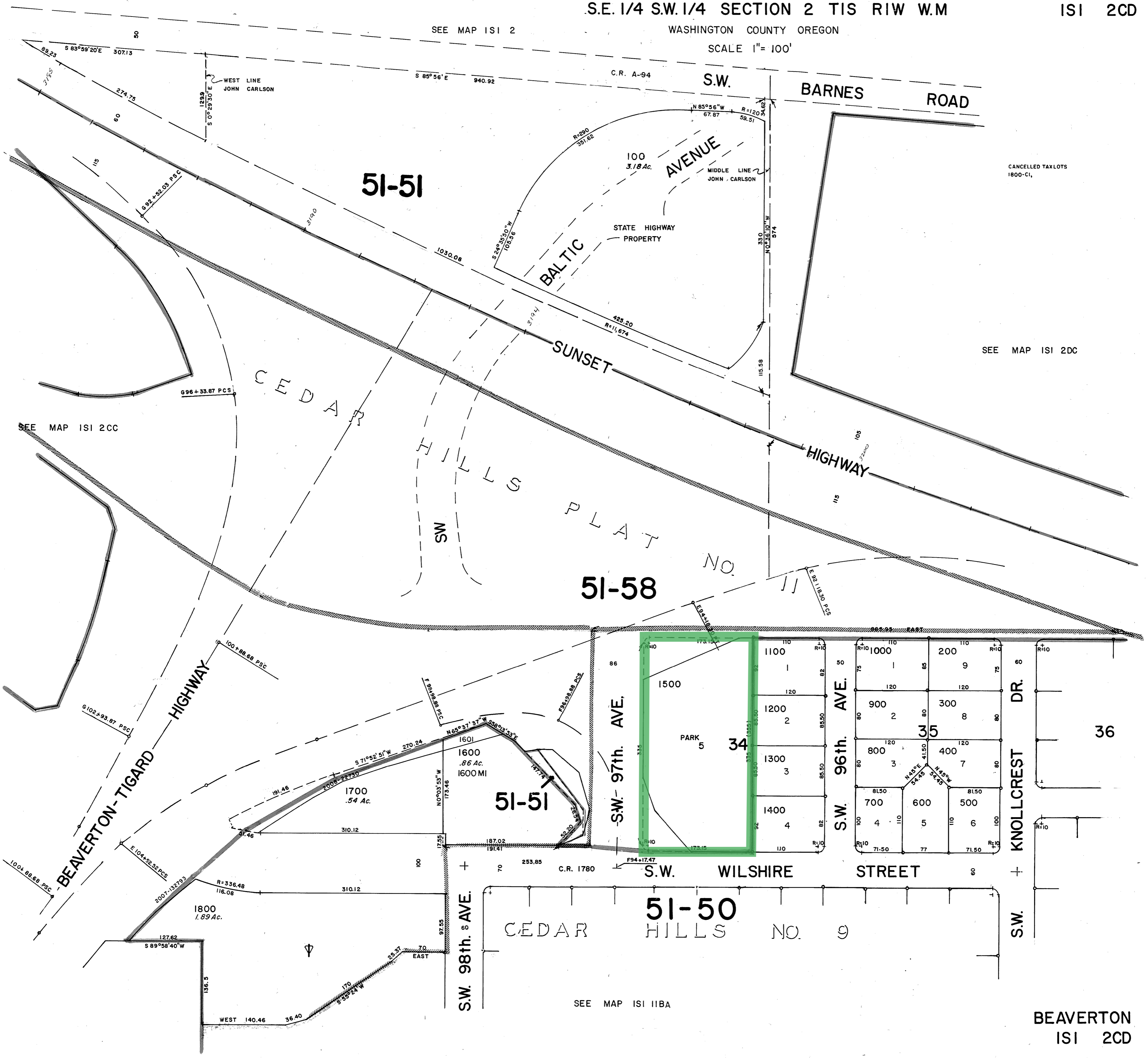
Exhibit D: Property Information

Exhibit D: Property Information

WASHINGTON COUNTY OREGON

SCALE 1"=100'

SEE MAP ISI 2



51-51

51-58

51-51

51-50

S.W. BARNES ROAD

100 3.18 Ac. AVENUE

BALTIC

SUNSET

CEDAR HILLS PLAT NO. 9

HIGHWAY

HIGHWAY

BEAVERTON-TIGARD

S.W. 97th. AVE.

S.W. 96th. AVE.

DR.

S.W. WILSHIRE STREET

S.W. 98th. AVE.

CEDAR HILLS NO. 9

S.W.

BEAVERTON ISI 2CD

CANCELLED TAXLOTS 1800-C1,

SEE MAP ISI 2DC

SEE MAP ISI 2CC

SEE MAP ISI 11BA

J. OSTER 7-18-74

STATE OF OREGON }
COUNTY OF WASHINGTON } SS

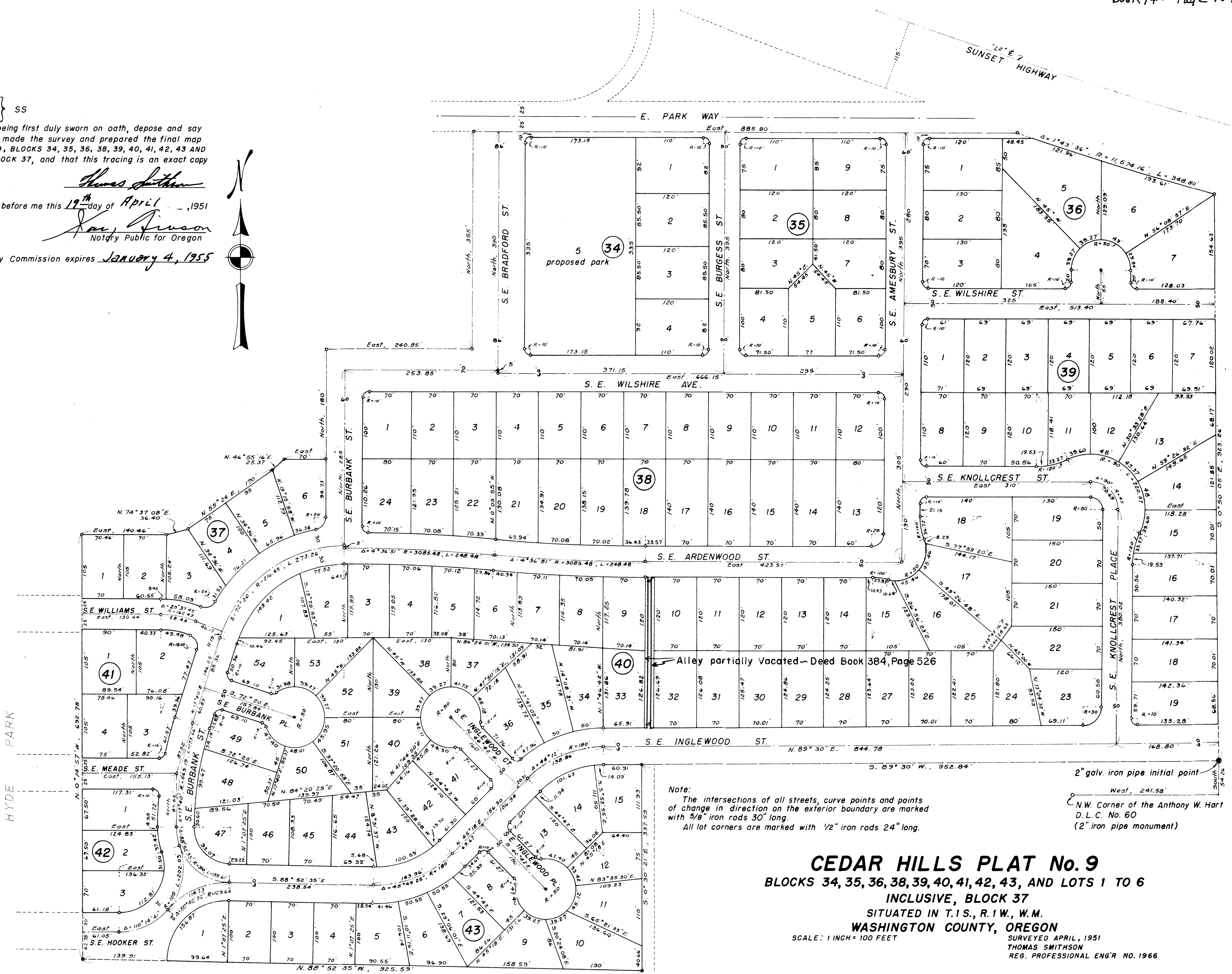
I, Thomas Smithson, being first duly sworn on oath, depose and say that I am the engineer who made the survey and prepared the final map of CEDAR HILLS PLAT NO. 9, BLOCKS 34, 35, 36, 38, 39, 40, 41, 42, 43 AND LOTS 1 TO 6 INCLUSIVE, BLOCK 37, and that this tracing is an exact copy of the aforesaid final map.

Thomas Smithson

Subscribed and sworn to before me this 19th day of April, 1951

Jan. Jenson
Notary Public for Oregon

My Commission expires January 4, 1955



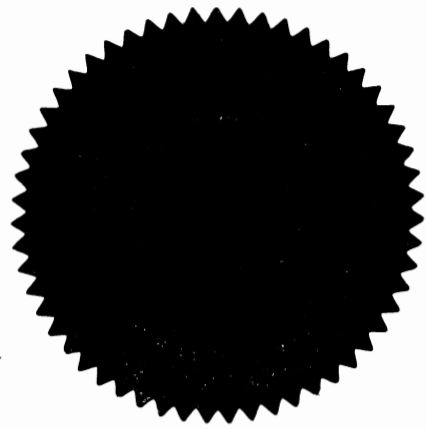
Note:
The intersections of all streets, curve points and points of change in direction on the exterior boundary are marked with 5/8" iron rods 30" long.
All lot corners are marked with 1/2" iron rods 24" long.

2" galv. iron pipe initial point
NW. Corner of the Anthony W. Hart D. L. C. No. 60
(2" iron pipe monument)

CEDAR HILLS PLAT No. 9
BLOCKS 34, 35, 36, 38, 39, 40, 41, 42, 43, AND LOTS 1 TO 6 INCLUSIVE, BLOCK 37
SITUATED IN T. 1 S., R. 1 W., W. M.
WASHINGTON COUNTY, OREGON
SCALE: 1 INCH = 100 FEET
SURVEYED APRIL, 1951
THOMAS SMITHSON
REG. PROFESSIONAL ENG'R NO. 1966

KNOW ALL MEN BY THESE PRESENTS that Cedar Hills Co., a corporation organized and existing under the laws of the State of Oregon, does hereby declare the annexed map to be a true and correct map of the land owned and laid out by said corporation as CEDAR HILLS PLAT No. 9, BLOCKS 34, 35, 36, 38, 39, 40, 41, 42, 43, AND LOTS 1 TO 6 INCLUSIVE, BLOCK 37, said land being more particularly described in the Engineer's Certificate hereunto annexed, and Cedar Hills Co. does hereby dedicate to the use of the public forever all streets, avenues and roads represented upon said map.

IN WITNESS WHEREOF Cedar Hills Co. pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be executed by its President and Secretary and has caused its official seal to be hereunto affixed.



CEDAR HILLS CO.
By N. Thomas Stoddard
President
CEDAR HILLS CO.
By Q. B. Griffin
Secretary

STATE OF OREGON }
COUNTY OF WASHINGTON } SS

I, Thomas Smithson, being first duly sworn on oath, depose and say that I am a Civil Engineer by profession, that I have correctly surveyed and marked with proper monuments the land represented upon the annexed map as CEDAR HILLS PLAT No. 9, BLOCKS 34, 35, 36, 38, 39, 40, 41, 42, 43, AND LOTS 1 TO 6 INCLUSIVE, BLOCK 37, that the initial point is a galvanized iron pipe 2 inches in diameter and not less than 36 inches in length driven 6 inches below the surface of the ground at a point from which the N.W. corner of the Anthony W. Hart D.L.C. No. 60 in T.1S., R.1W., W.M. bears South 54.26 feet and West 241.58 feet and that the land represented upon said map is described as follows: Beginning at the above described initial point and running S. 89° 30' W., 952.84 feet to a point, said point lying on the westerly line of a twenty foot private roadway; thence S. 0° 30' 21" E. and following along said westerly line of said roadway, 337.59 feet to a point; thence N. 88° 52' 35" W., 925.59 feet to a point on the easterly boundary of Hyde Park, a recorded plat in Washington County, Oregon; thence following said easterly boundary N. 0° 14' 57" W., 692.78 feet to a point; thence East, 140.46 feet to a point; thence N. 74° 37' 08" E., 36.40 feet to a point; thence N. 55° 24' E., 170.00 to a point; thence N. 46° 55' 16" E., 25.37 feet to a point; thence East, 70.00 feet to a point; thence North, 180.00 feet to a point; thence East 240.85 feet to a point; thence North, 355.00 feet to a point on the existing south boundary of Park Way, a dedicated street; thence following along said south boundary of Park Way, East, 885.90 feet to a point on the southerly boundary of Sunset Highway, said southerly boundary of Sunset Highway lying 115.00 feet from and parallel to the centerline of said Sunset Highway; thence following along the southerly boundary of said Sunset Highway on a curve to the left with a radius of 11,574.16 feet through a central angle of 1° 43' 36" a distance of 348.80 feet to a point, the chord bearing and distance to said point being S. 73° 16' 19" E., 348.79 feet; thence S. 0° 50' 05" E., 923.26 feet to the point of beginning.

Thomas Smithson

Subscribed and sworn to before me this 19th day of April, 1951

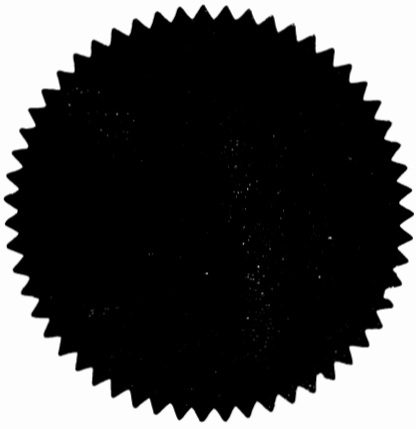
Jay Johnson
Notary Public for Oregon

My Commission expires January 4, 1955

STATE OF OREGON }
COUNTY OF WASHINGTON } SS

THIS CERTIFIES that on this 17th day of APRIL, 1951 before me, a notary public in and for said County and State, personally appeared N. Thomas Stoddard and Q. B. Griffin, who being first duly sworn on oath, did say that he the said N. Thomas Stoddard is President and he the said Q. B. Griffin is Secretary of Cedar Hills Co., the corporation named and described in the foregoing instrument and this the certificate thereto, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledge their signatures to said instrument to be the free act and deed of said corporation.

Witness my hand and official seal this day and year first above written.



Shirley C. DeHaven
Notary Public for Oregon

My Commission expires JUNE 9, 1953

Approved April 20, 1951
Washington County Planning Commission

By Arthur P. Ireland, Chairman
H. P. Barrows, Secretary

Approved April 20, 1951

H. P. Barrows
County Surveyor

Approved April 23, 1951

By J. Carpenter
County Assessor
By _____
Deputy

Approved April 23- 1951

Henry J. Seibold
County Judge
Gas Lewis
A. R. Johnson
County Commissioners

All taxes from 1944 to 1950 inclusive are paid

By R. H. Burns, Sheriff
H. A. Rusling, Deputy

Attest W. A. Tupper Apr 24 1951
County Clerk

STATE OF OREGON }
COUNTY OF WASHINGTON } SS

I, Thomas Smithson, being first duly sworn on oath, depose and say that I am the engineer who made the survey and prepared the final map of CEDAR HILLS PLAT NO. 9, BLOCKS 34, 35, 36, 38, 39, 40, 41, 42, 43, AND LOTS 1 TO 6 INCLUSIVE, BLOCK 37, and that this tracing is an exact copy of the Dedication, Certificate, and Description of the aforesaid final map.

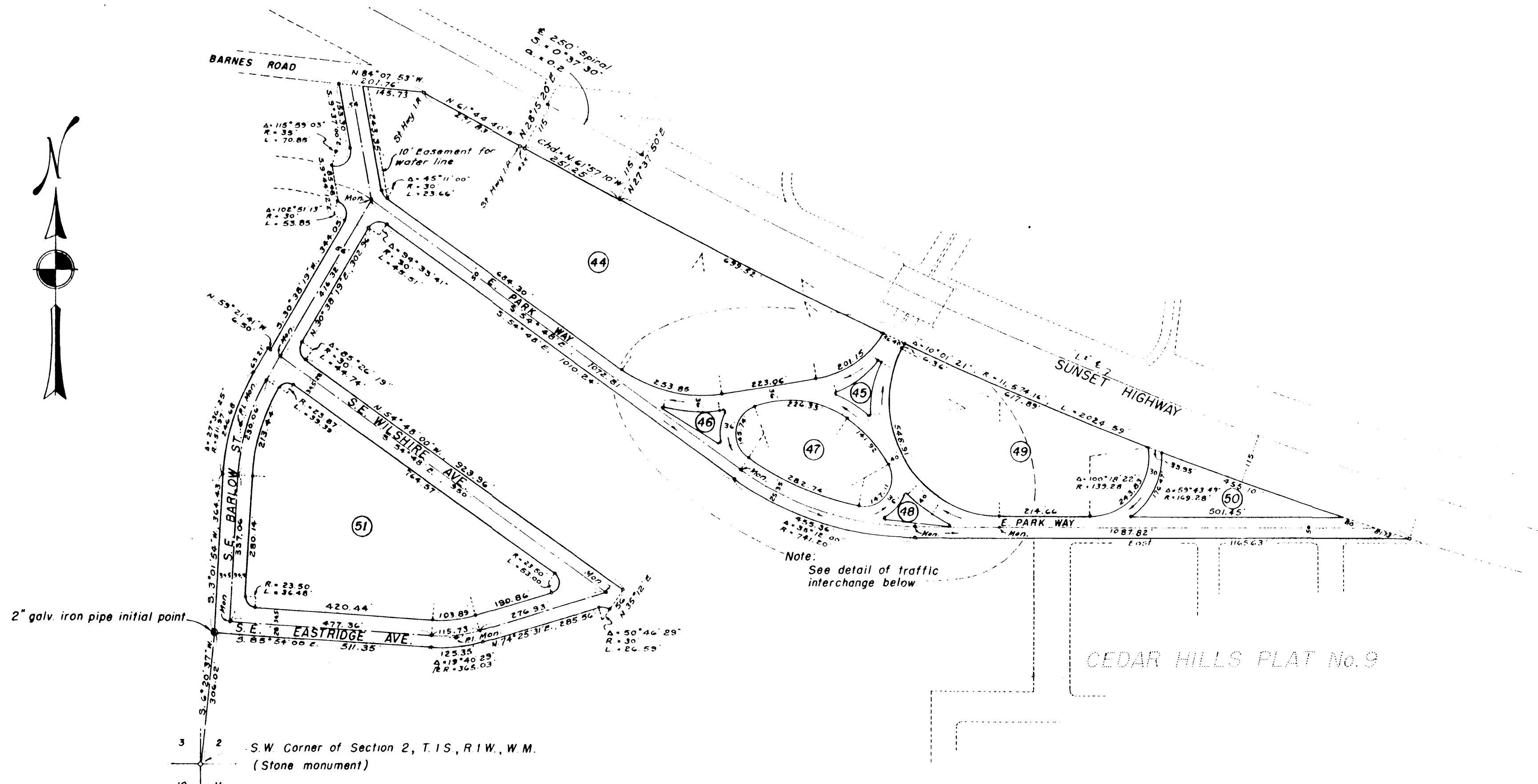
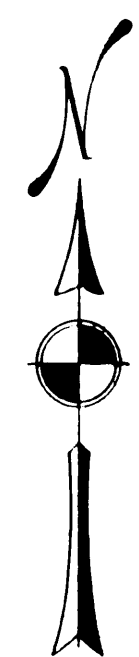
Thomas Smithson

Subscribed and sworn to before me this 19th day of April, 1951

Jay Johnson
Notary Public for Oregon

My Commission expires January 4, 1955

W. A. Tupper
14 13AB
April 51 24
W. A. Tupper
Impeborg



Note:
See detail of traffic interchange below

CEDAR HILLS PLAT No. 9

3 2 S.W. Corner of Section 2, T.1S., R.1W., W.M.
10 11 (Stone monument)

Note:
All points on street centerlines labeled "Mon" are marked with plank spikes set in concrete with cast iron boxes and covers.

STATE OF OREGON }
COUNTY OF WASHINGTON } S S

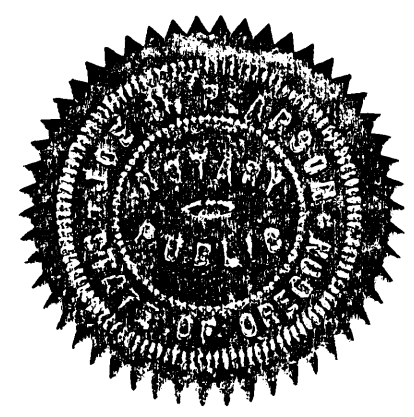
I, Thomas Smithson, being first duly sworn on oath depose and say that I am the engineer who made the survey and prepared the final map of CEDAR HILLS PLAT No. 11, BLOCKS 44, 45, 46, 47, 48, 49, 50, AND 51, and that this tracing is an exact copy of the aforesaid final map.

Thomas Smithson

Subscribed and sworn to before me this 7th day of January, 1953

Joe M. Pearson
Notary Public for Oregon

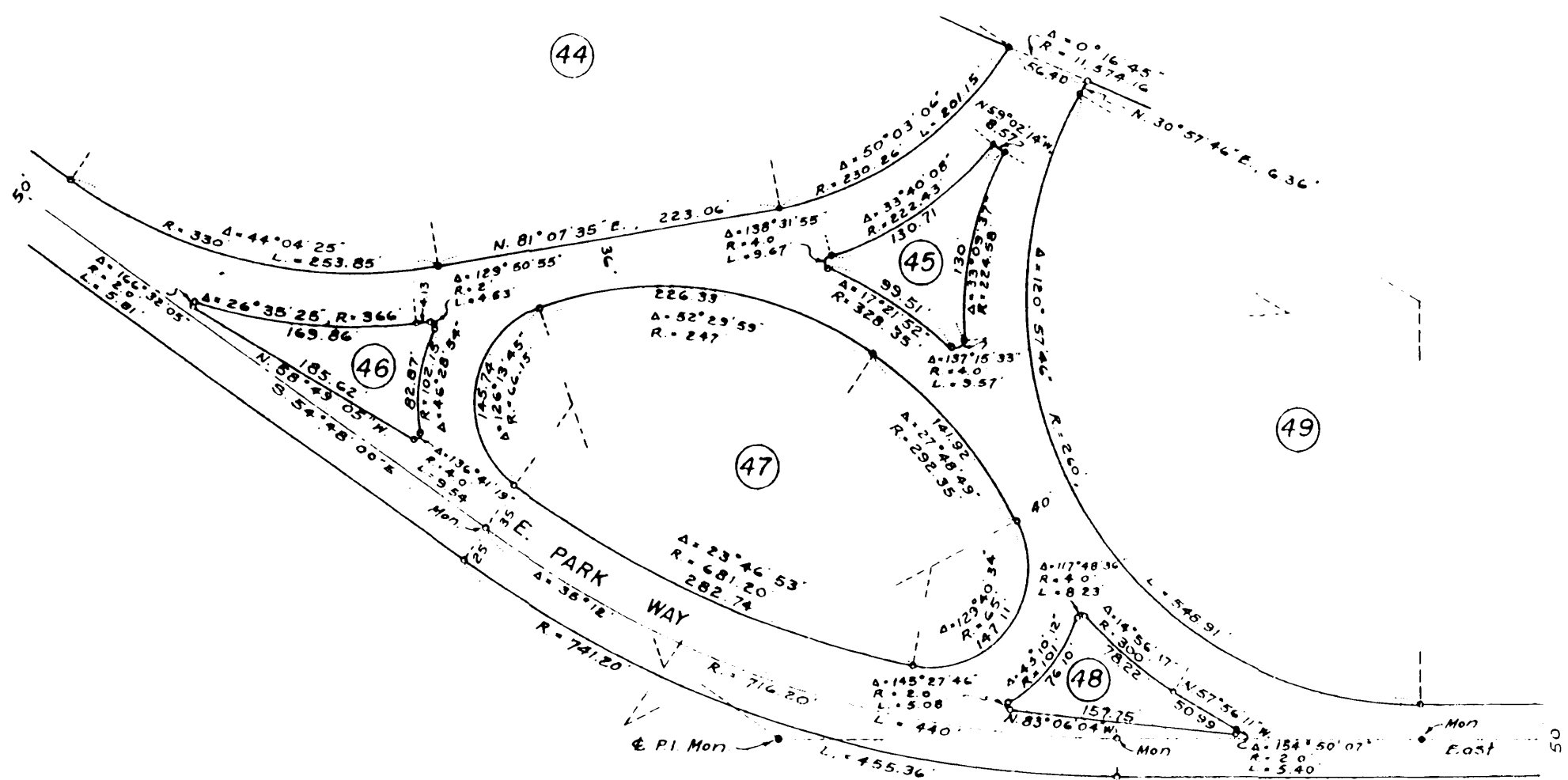
My Commission expires April 23rd 1955



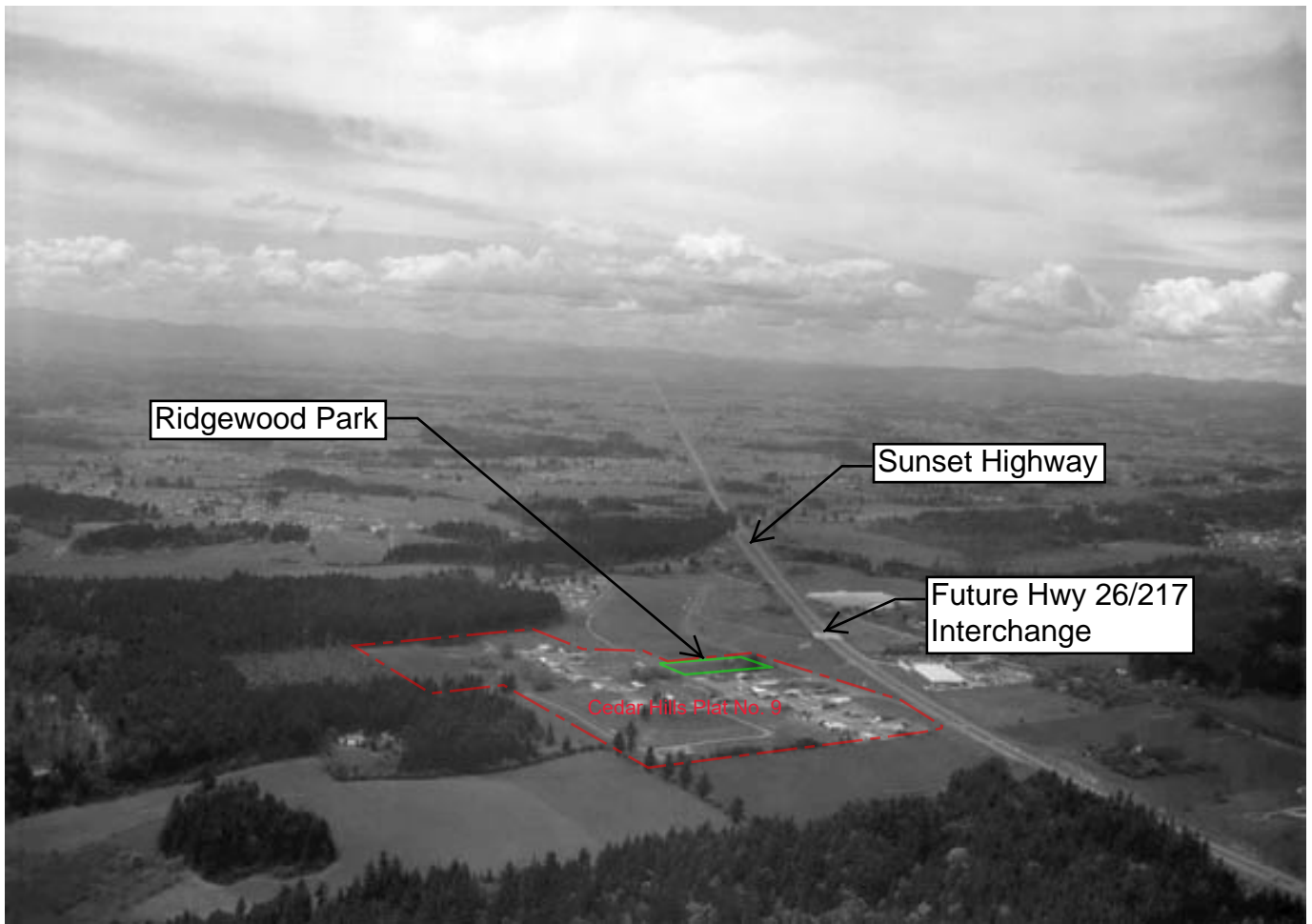
CEDAR HILLS PLAT No. 11
BLOCKS 44, 45, 46, 47, 48, 49, 50, & 51
SITUATED IN SECTION 2, T.1S., R.1W., W.M.
WASHINGTON COUNTY, OREGON

SCALE: 1 INCH = 200 FEET

SURVEYED DEC. 1951
THOMAS SMITHSON
REG PROFESSIONAL ENGR NO 1966



DETAIL OF TRAFFIC INTERCHANGE
SCALE: 1 INCH = 100 FEET







06.20.2005

6

KNOW ALL MEN BY THESE PRESENTS, That HOMES ASSOCIATION OF CEDAR HILLS,
 a corporation duly organized and existing under the laws of the State of Oregon
 in consideration of Ten and no/100 Dollars,
 to it paid by TUALATIN HILLS PARK & RECREATION DISTRICT,
 grantee,
 has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said grantee,
 its ~~heir~~ ^{successors} and assigns, all the following real property, with the tenements, hereditaments and
 appurtenances, situated in the County of Washington, and State of Oregon, bounded
 and described as follows, to-wit:

Lot Five (5) Block Thirty-four (34) Cedar Hills Plat No.9.

To Have and to Hold the above described and granted premises unto the said grantee, its successors
~~heirs~~ and assigns forever.

Done by order of the Board of Directors, with the seal of said corporation,

this 17th day of November, 1958.

HOMES ASSOCIATION OF CEDAR HILLS

By Norman Bradley President

By Donald P. Dobson Secretary

STATE OF OREGON,

County of Multnomah }
 before me appeared Norman Bradley and
Donald P. Dobson both to me personally known, who being

duly sworn, did say that he the said Norman Bradley
 is the President, and he the said Donald P. Dobson
 is the Secretary of Homes Association of Cedar Hills
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Cor-
 poration, and that the said instrument was signed and sealed in behalf of said Corporation by authority of
 its Board of Directors, and Norman Bradley
 and Donald P. Dobson

acknowledged said instrument to be the free act and deed of said Corporation.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
 seal the day and year last above written.

Barbara A Miller

Notary Public for Oregon.
 My Commission expires
 My Commission Expires April 17, 1962



RECORDED
 INDEXED
 NOV 18 1958
 MULTNOMAH COUNTY
 CLERK

STATE OF OREGON)
County of Multnomah) ss

703

On this 17 day of November, 1958, before me appeared Norman Bradley, to me personally known, who being duly sworn, did say that he the said Norman Bradley is the President of Homes Association of Cedar Hills, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Norman Bradley acknowledged said instrument to be the free act and deed of said Corporation.

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

Lawrence M. Jatta
Notary Public for Oregon
My commission expires: 2/5/60

My Commission Expires April 17, 1962

Bargain and Sale Deed

Corporation

Homes Assn of Cedar Hills
a corporation

Tualatin Hills Park &
Recreation District

AFTER RECORDING RETURN TO

*Homes Assn of Cedar Hills
10276 - SW Parkway
Pld 25 - ore*



STATE OF OREGON, }
County of Washington } ss.

I certify that the within instrument was received for record on the 21 day of Nov, 1958, at 8:30 o'clock AM., and recorded in book 411 on page 702 Record of Deeds of said County.

Witness my hand and seal of County affixed.

ROGER THOMSSON, County Clerk
County Clerk-Recorder.
By *Ingeborg Hansen*
Deputy.

6
724 500



**APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY**

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

2BM45975

CLASS: KEY#

GENERAL LOCATION			PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER OR 217			<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 217	COUNTY Washington		<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS SW Wilshire Street and SW Park Way			<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP	DESIGNATED FREEWAY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> NON-COMMERCIAL SIGN AS DESCRIBED BELOW		
APPLICANT NAME AND ADDRESS Tualatin Hills Park & Recreation District 15707 SW Walker Road Beaverton, OR 97006			<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
			FOR ODOT USE ONLY		
			BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REFERENCE: OAR 734-055-0035(2)	AMOUNT OF BOND
			INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-055-0035(1)	SPECIFIED COMP. DATE 12/30/2024

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	TO MILE POINT	ENGINEERS STATION	ENGINEERS STATION TO	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
.61	.62	E 92 + 18.30	E96 + 00	Left					

DESCRIPTION OF DESIRED USE

ODOT acquired a portion of Ridgewood Park, located at 9799 SW Wilshire Street, from THPRD in 1965 for ROW for OR 217. THPRD maintains the area within the trees and would like to improve with a dog run as requested by the community.

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

- TRAFFIC CONTROL REQUIRED OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED
- ◆ YES [OAR 734-055-0025(6)] NO ◆ YES [OAR 734-055-0100(2)] NO [OAR 734-055-0100(1)]
- ◆ AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE Jim Bailey AT PHONE NO.: 971-673-6200 OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: D2Bup@odot.state.or.us. SPECIFY TIME AND DATE WORK IS TO OCCUR.
- ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ◆ ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. **CALL BEFORE YOU DIG 1-800-332-2344**

COMMENTS (FOR ODOT USE ONLY)

At the time of lane and/or complete roadway closure and again when the lane and/or complete roadway is opened on a state highway the Applicant or their Contractor is required to notify ODOT Traffic Management Operations Center (TMOC) 503-283-5859. If during the course of their permitted work the Applicant or their Contractor come across personal property in their work zone they need to contact their permit specialist. The personal property may not be removed by the Applicant or their Contractor. ODOT is not responsible to collect and/or dispose of sharps or biohazard material found within project limits.

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE X		TITLE	DATE
APPLICANT SIGNATURE X <i>Charles Kerk M.</i>	APPLICATION DATE 10/14/21	TITLE Manager, Design & Development	TELEPHONE NO. 503-629-6305
DISTRICT MANAGER OR REPRESENTATIVE X <i>B. Bennett</i>			APPROVAL DATE 12/9/21



GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS

Revised January 2015

2 B M 4 5 9 7 5

APPLICANT: TUALATIN HILLS PARK & RECREATION DISTRICT	
HIGHWAY: OR-217 (144)	MP: .61-.62

All checked (☒) provisions apply.

WORKSITE

- 1. Permittee must call for utility locates before digging ("Call Before You Dig!" 1-800-332-2344 or 8-1-1) per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Premarking of excavation areas is required.
- 2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
- 3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of permit or agreement. Copies of this rule may be obtained from any district maintenance office.
- 4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web site: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html
- 5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
- 6. The permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
- 7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
- 8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
- 9. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- 10. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.
- 11. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
- 12. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

TRAFFIC

2BM45975

- 13. During construction or maintenance, the work area shall be protected in accordance with the current [Manual on Uniform Traffic Control Devices \(MUCTD\)](#), Federal Highway Administration, U.S. Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
- 14. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed by Oregon Department of Transportation in advance of construction or maintenance.
- 15. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
- 16. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
- 17. Hours of work shall be No Restrictions.

DRAINAGE

- 18. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
- 19. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
- 20. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
- 21. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
 - Whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one acre or larger in size and directly or indirectly affects state facilities,
 - or as directed by the District Manager or representative.
- 22. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
- 23. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

EXCAVATION / CONSTRUCTION

- 24. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit:

“Oregon Standard Specifications for Construction (2015)”. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the “Oregon Standard Specifications for Construction (2015).”

For additional Supplemental and Special Provisions please refer to:
http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml Standard Specification books are available on this site.
- 25. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.
- 26. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.


- 27. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
- 28. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
- 29. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
- 30. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- 31. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
- 32. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "T-Cut Typical Section" drawing. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
- 33. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction (2008)" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
- 34. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager or representative. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
- 35. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
- 36. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
- 37. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
- 38. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
- 39. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
- 40. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
- 41. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.

- 42. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- 43. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- 44. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
- 45. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- 46. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

MISCELLANEOUS

- 47. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- 48. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- 49. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- 50. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

By this signature applicant accepts all checked (☑) provisions (4 pages).

Applicant signature: 	Date: 10/20/21
--	----------------

Ridgewood Park

Nov 1958

Cedar Hills #9, Block 34, Lot Pt 5

1S102CD 01500 (1.28 acres)

Bargain & Sale Deed

Bill of Sale for Existing Ridgewood Amenities (2/1959)

Warranty Deed (incomplete) THPRD to OR-SHC (1965)



Homes Association of Cedar Hills

10276 S. W. PARK WAY ~~BEAVERTON~~ BEAVERTON, OREGON CYPRESS 2-1259
Portland 25

February 9, 1959

Mr. Wm. B. Pond, Superintendent
Tualatin Hills Park & Recreation District
425 SW 3rd Street
Beaverton, Oregon

Dear Mr. Pond:

Enclosed is executed Bill of Sale for personal property in connection with Ridgewood Park. This is similar to the one presented to you for the Walker Road Park.

Yours very truly,

HOMES ASSOCIATION OF CEDAR HILLS

Frieda Novaria
Frieda Novaria,
Office Secretary

FN
Enc.



8

KNOW ALL MEN BY THESE PRESENTS, That HOMES ASSOCIATION OF CEDAR HILLS, a corporation duly organized and existing under the laws of the State of Oregon in consideration of Ten and no/100 Dollars, to it paid by TUALATIN HILLS PARK & RECREATION DISTRICT, grantee, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Washington, and State of Oregon, bounded and described as follows, to-wit:

Lot Five (5) Block Thirty-four (34) Cedar Hills Plat No.9.

To Have and to Hold the above described and granted premises unto the said grantee, its successors and assigns forever.

Done by order of the Board of Directors, with the seal of said corporation,

this 17th day of November, 1958.

HOMES ASSOCIATION OF CEDAR HILLS

[Signature]

703

STATE OF OREGON)
County of Multnomah) ss

On this 17 day of November, 1958, before me appeared Norman Bradley, to me personally known, who being duly sworn, did say that he the said Norman Bradley is the President of Homes Association of Cedar Hills, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Norman Bradley acknowledged said instrument to be the free act and deed of said Corporation.

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

Florence M. Tate
Notary Public for Oregon
My commission expires: 2/5/60

My Commission Expires April 17, 1962

Bargain and Sale Deed

Corporation
Homes Assn of Cedar Hills
a corporation

TO
Tualatin Hills Park &
Recreation District

AFTER RECORDING RETURN TO

*Homes Assn of Cedar Hills
10276 - SW Parkway
P.O. 25 - Ore*

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,
Washington } ss.
County of _____

I certify that the within instrument was received for record on the 21 day of Nov, 1958, at 8.30 o'clock A.M., and recorded in book 411 on page 702 Record of Deeds of said County.

Witness my hand and seal of County affixed.

ROGER THOMSSON, County Clerk

County Clerk-Recorder.

By *Ingeborg Hansen*
Deputy.

724 200



6

KNOW ALL MEN BY THESE PRESENTS, That HOMES ASSOCIATION OF CEDAR HILLS,
 a corporation duly organized and existing under the laws of the State of Oregon
 in consideration of Ten and no/100 ----- Dollars,
 to it paid by TUALATIN HILLS PARK & RECREATION DISTRICT,
 _____, grantee,
 has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said grantee,
 its ~~heirs~~ ^{successors} and assigns, all the following real property, with the tenements, hereditaments and
 appurtenances, situated in the County of Washington, and State of Oregon, bounded
 and described as follows, to-wit:

Lot Five (5) Block Thirty-four (34) Cedar Hills Plat No.9.

To Have and to Hold the above described and granted premises unto the said grantee, its successors ~~heirs~~ and assigns forever.

Done by order of the Board of Directors, with the seal of said corporation,

this 17th day of November, 1958.

HOMES ASSOCIATION OF CEDAR HILLS

By Norman Bradley President

By Donald P. Dobson Secretary

STATE OF OREGON,

County of Multnomah } ss. On this 17 day of November, 1958,
before me appeared Norman Bradley and

Donald P. Dobson both to me personally known, who being
duly sworn, did say that he the said Norman Bradley

is the President, and he the said Donald P. Dobson
is the Secretary of Homes Association of Cedar Hills

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Norman Bradley

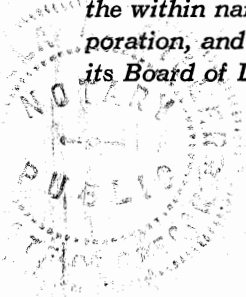
and Donald P. Dobson
acknowledged said instrument to be the free act and deed of said Corporation.

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

Pamela A. Miller

Notary Public for Oregon.

My Commission expires _____
My Commission Expires April 17, 1962



Bargain and Sale Deed
Corporation
Homes Assn of Cedar Hills
a corporation

TO

Tualatin Hills Park & Recreation District

AFTER RECORDING RETURN TO

Homes Assn of Cedar Hills
10276 - SW Parkway
P.O. 25 - Ore

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON, }
Washington } ss.
County of _____

I certify that the within instrument was received for record on the 21 day of Nov, 1958, at 8:30 o'clock AM, and recorded in book 411 on page 702 Record of Deeds of said County.

Witness my hand and seal of County affixed.

ROGER THOMSSON, County Clerk
County Clerk-Recorder.
By Ingeborg Hansen Deputy.

BILL OF SALE

In consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, HOMES ASSOCIATION OF CEDAR HILLS hereby sells, assigns and transfers to TUALATIN HILLS PARK & RECREATION DISTRICT, a municipal corporation, all of its right, title and interest in the following described personal property:

1. Ship's hull sand box
2. 1 Fantastic Playhouse
3. 1 Popular Tree--climber
4. 1 Whirl
5. 5 Cess pool liners--climbing equipment
6. 1 Drinking fountain
7. Laurel hedge on east and north side of park
8. Wood fence on south and west side of park

This sale is subject to the express condition subsequent that all of the above-described personal property be retained and used by the TUALATIN HILLS PARK & RECREATION DISTRICT in a playground or playgrounds within the area platted as Cedar Hills in Washington County, Oregon.

IN WITNESS WHEREOF, HOMES ASSOCIATION OF CEDAR HILLS has caused these presents to be signed by its duly authorized officers this 2nd day of February 1959.

HOMES ASSOCIATION OF CEDAR HILLS

By Norman Bradley President

And By Donald P. Dobson Secretary

STATE OF OREGON)
)ss
County of Washington)

On this 2nd day of February 1959, before me appeared Norman Bradley and Donald P. Dobson, both to me personally known, who being duly sworn did say that they are the President and Secretary respectively of Homes Association of Cedar Hills, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and said persons above-named acknowledged said instrument to be the free act and deed of said corporation.

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

Frieda Novak
Notary Public for Oregon

My commission expires: Jan. 14, 1961

WARRANTY DEED

File No. 37843

(Corporation)

KNOW ALL MEN BY THESE PRESENTS, that the Tualatin Hills Park & Recreation District, a public corporation of the State of Oregon, Grantor, for and in consideration of the sum of Four Thousand Four Hundred and No/100 (\$4,400.00) - - - - - Dollars, to it paid, receipt whereof hereby is acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, Grantee, the following described premises, to wit:

PARCEL NO. 1

A parcel of land lying in Lot 5, Block 34 of CEDAR HILLS PLAT NO. 9, situated in Section 2, Township 1 South, Range 1 West, W. M., Washington County, Oregon, the said parcel being that portion of said lot 5 included in a strip of land variable in width, lying on the Southeasterly side of the center line of the connection road between the Eastbound lane of the Sunset Highway and the Northbound lane of the relocated Beaverton-Tigard Highway, which connection road center line is described as follows:

Beginning at Engineer's center line Station "E" 87+96.62, said Station being 523.96 feet North and 2759.62 feet East of the Southwest corner of said Section 2; thence on a spiral curve left (the long chord of which bears North 77° 32' 33" West) 200 feet; thence on a 716.20 foot radius curve left (the long chord of which bears South 88° 15' 25.5" West) 221.68 feet; thence on a spiral curve left (the long chord of which bears South 74° 03' 24" West) 200 feet; thence South 71° 23' 24" West, 381.70 feet to Engineer's Station "E" 98+00.

The widths in feet of the strip of land above referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Southeasterly Side of Center Line</u>
"E" 92+18.30		"E" 96+00	60 in a straight line to 95
"E" 96+00		"E" 98+00	400

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 0.19 acre, more or less.

PARCEL NO. 2

A parcel of land lying in Lot 5, Block 34 of CEDAR HILLS PLAT No. 9, situated in Section 2, Township 1 South, Range 1 West, W. M., Washington County, Oregon, the said parcel being described as follows:

Beginning at the intersection of the Southerly line of said Lot 5 with a line at right angles to the center line described in Parcel No. 1 at Engineer's Station "E" 96+00 on said center line; thence Northwest-erly at right angles to said center line 70 feet; thence Southeasterly in a straight line to the Southerly line of said Lot 5, at a point 40 feet Easterly of the point of beginning; thence Westerly along said Southerly line 40 feet to the point of beginning.

The parcel of land to which this description applies contains 0.03 acre, more or less.

WARRANTY DEED
(Corporation Form)

FROM
Tualatin Hills Park &
Recreation District

TO
STATE OF OREGON
BY AND THROUGH ITS
STATE HIGHWAY COMMISSION

STATE OF OREGON,
County of _____ } ss.

I certify that the within was received at
_____ o'clock _____ m. on the _____ day
of _____, 19____, and duly recorded

by me in _____ County Records,
Book of Deeds, Volume _____, Page _____

County Clerk or Recorder
By _____, Deputy

STATE PRINTING DEPT.

Return to
OREGON STATE HIGHWAY COMMISSION
319 State Office Building
Salem, Oregon

authorized officers this _____ day of _____, 19____, a public corporation of the State of Oregon, has caused its lawful corporate seal to be hereunto affixed and its name hereto subscribed by its duly Done in the presence of:

By _____
By _____
Secretary
President

IN WITNESS WHEREOF, Tualatin Hills Park & Recreation District, a public corporation of the State of Oregon, and that it will warrant and defend the same from all lawful claims whatsoever.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, Grantee, its successors and assigns, that it is the owner in fee simple of said premises; that they are free from all encumbrances

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the Grantor's remaining real property and all public ways abutting thereon, except that portion of S. W. Wilshtre which abuts the Easterly 98 feet of said remaining property. It is expressly intended that the covenants, burdens and restrictions contained herein shall run with the land and shall forever bind the Grantor, its successors and assigns.

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, appeared _____, to me personally known, who, being duly sworn, did say that he, the said _____, is the _____, President, and he, the said _____, is the _____, Secretary, of Tualatin Hills Park & Recreation District, a public corporation of the State of Oregon, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ and _____ acknowledges the said instrument to be the free act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and seal this the _____ day and year last above written.

My commission expires _____, 19____
Notary Public for Oregon

rc/AR

WARRANTY DEED

File No. 37843

(Corporation)

KNOW ALL MEN BY THESE PRESENTS, that the Tualatin Hills Park & Recreation District, a public corporation of the State of Oregon, Grantor, for and in consideration of the sum of Four Thousand Four Hundred and No/100 (\$4,400.00) - - - - - Dollars, to it paid, receipt whereof hereby is acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, Grantee, the following described premises, to wit:

PARCEL NO. 1

A parcel of land lying in Lot 5, Block 34 of CEDAR HILLS PLAT NO. 9, situated in Section 2, Township 1 South, Range 1 West, W. M., Washington County, Oregon, the said parcel being that portion of said lot 5 included in a strip of land variable in width, lying on the Southeasterly side of the center line of the connection road between the Eastbound lane of the Sunset Highway and the Northbound lane of the relocated Beaverton-Tigard Highway, which connection road center line is described as follows:

Beginning at Engineer's center line Station "E" 87+96.62, said Station being 523.96 feet North and 2759.62 feet East of the Southwest corner of said Section 2; thence on a spiral curve left (the long chord of which bears North 77° 32' 33" West) 200 feet; thence on a 716.20 foot radius curve left (the long chord of which bears South 88° 15' 25.5" West) 221.68 feet; thence on a spiral curve left (the long chord of which bears South 74° 03' 24" West) 200 feet; thence South 71° 23' 24" West, 381.70 feet to Engineer's Station "E" 98+00.

The widths in feet of the strip of land above referred to are as follows:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Southeasterly Side of Center Line</u>
"E" 92+18.30		"E" 96+00	60 in a straight line to 95
"E" 96+00		"E" 98+00	400

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 0.19 acre, more or less.

PARCEL NO. 2

A parcel of land lying in Lot 5, Block 34 of CEDAR HILLS PLAT No. 9, situated in Section 2, Township 1 South, Range 1 West, W. M., Washington County, Oregon, the said parcel being described as follows:

Beginning at the intersection of the Southerly line of said Lot 5 with a line at right angles to the center line described in Parcel No. 1 at Engineer's Station "E" 96+00 on said center line; thence Northwest-erly at right angles to said center line 70 feet; thence Southeasterly in a straight line to the Southerly line of said Lot 5, at a point 40 feet Easterly of the point of beginning; thence Westerly along said Southerly line 40 feet to the point of beginning.

The parcel of land to which this description applies contains 0.03 acre, more or less.

- As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the Grantor's remaining real property and all public ways abutting thereon, except that portion of S. W. Wilshire which abuts the Easterly 98 feet of said remaining property.

It is expressly intended that the covenants, burdens and restrictions contained herein shall run with the land and shall forever bind the Grantor, its successors and assigns.

rc/HR

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And the said Grantor does hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, Grantee, its successors and assigns, that it is the owner in fee simple of said premises; that they are free from all encumbrances

and that it will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Tualatin Hills Park & Recreation District, a public corporation of the State of Oregon, has caused its lawful corporate seal to be hereunto affixed and its name hereto subscribed by its duly authorized officers this day of, 19 65.

Done in the presence of:

TUALATIN HILLS PARK & RECREATION DISTRICT, a public corporation of the State of Oregon

By President
By Secretary

Form E-182-560 4-44

WARRANTY DEED

(Corporation Form)

FROM

Tualatin Hills Park & Recreation District

TO

STATE OF OREGON
BY AND THROUGH ITS
STATE HIGHWAY COMMISSION

STATE OF OREGON, } ss.
County of

I certify that the within was received at o'clock m. on the day of, 19, and duly recorded by me in County Records, Book of Deeds, Volume, Page County Clerk or Recorder

By, Deputy

STATE PRINTING DEPT.
Return to
OREGON STATE HIGHWAY COMMISSION
319 State Office Building
Salem, Oregon

STATE OF OREGON, } ss.
County of

On this day of, 19 65, before me, a Notary Public in and for said County and State, appeared and to me personally known, who, being duly sworn, did say that he, the said, is the President, and he, the said, is the Secretary, of Tualatin Hills Park & Recreation District, a public corporation of the State of Oregon, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said and acknowledges the said instrument to be the free act and deed of said corporation.

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

Notary Public for Oregon

My commission expires, 19.....