



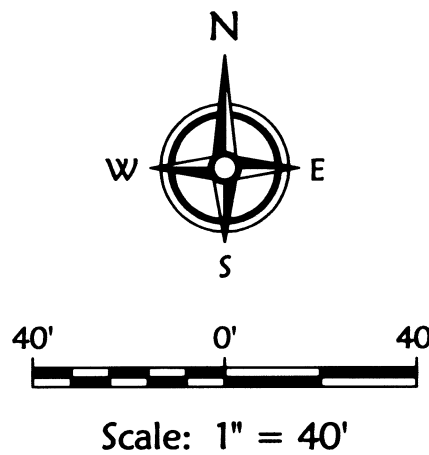
# PARTITION PLAT

BEING, IN PART, A REPLAT OF PARCEL 2, PARTITION PLAT NO. 1992-031 SITUATED IN THE N.E. 1/4 AND THE N.W. 1/4 OF SECTION 5, T.2S., R.1W., W.M. AND THE S.W. 1/4 AND THE S.E. 1/4 OF SECTION 32, T.1S., R.1W., W.M. CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

DATE: DECEMBER 11, 2017 SCALE: 1" = 40'  
SHEET 1 OF 3

PARTITION PLAT NO. 2018-012  
RECORDED AS DOCUMENT NO. 2018 011 874

\* AMENDED BY DOCUMENT NO.: 2018-018341



## LEGEND

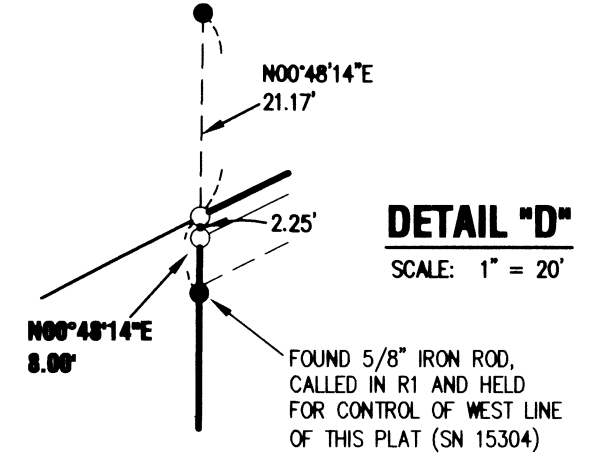
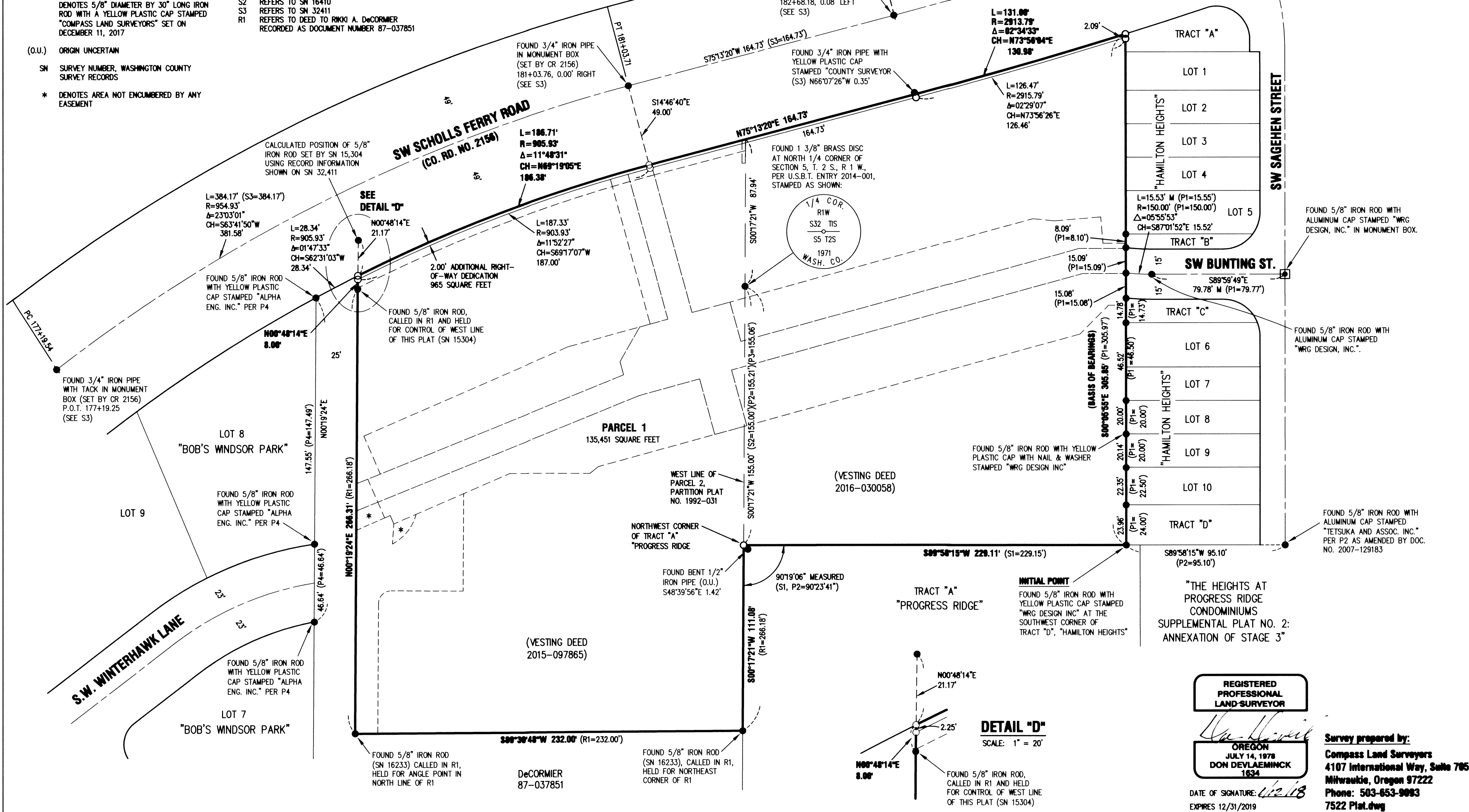
- DENOTES FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC." (SET BY P1) UNLESS NOTED OTHERWISE
- DENOTES 5/8" DIAMETER BY 30" LONG IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "COMPASS LAND SURVEYORS" SET ON DECEMBER 11, 2017
- (O.U.) ORIGIN UNCERTAIN
- SN SURVEY NUMBER, WASHINGTON COUNTY SURVEY RECORDS
- \* DENOTES AREA NOT ENCUMBERED BY ANY EASEMENT

## REFERENCE SURVEYS

- P1 REFERS TO "HAMILTON HEIGHTS"
- P2 REFERS TO "PROGRESS RIDGE"
- P3 REFERS TO "PARTITION PLAT NO. 1992-031"
- P4 REFERS TO "BOB'S WINDSOR PARK"
- S1 REFERS TO SN 29334
- S2 REFERS TO SN 16410
- S3 REFERS TO SN 32411
- R1 REFERS TO DEED TO RIKKI A. DeCORMIER RECORDED AS DOCUMENT NUMBER 87-037851

## INDEX

- SHEET 1 FACE SHEET
- SHEET 2 EASEMENT DETAIL SHEET
- SHEET 3 SURVEYOR'S CERTIFICATE, NARRATIVE PLAT NOTES, DECLARATION, ACKNOWLEDGEMENTS, APPROVALS



REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 JULY 14, 1978  
 DON DEVLAMINCK  
 1634  
 DATE OF SIGNATURE: *12/18*  
 EXPIRES 12/31/2019

Survey prepared by:  
 Compass Land Surveyors  
 4107 International Way, Suite 705  
 Milwaukie, Oregon 97222  
 Phone: 503-653-9093  
 7522 Plat.dwg



# PARTITION PLAT

BEING, IN PART, A REPLAT OF PARCEL 2, PARTITION PLAT NO. 1992-031 SITUATED IN THE N.E. 1/4 AND THE N.W. 1/4 OF SECTION 5, T.2S., R.1W., W.M. AND THE S.W. 1/4 AND THE S.E. 1/4 OF SECTION 32, T.1S., R.1W., W.M. CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

DATE: DECEMBER 11, 2017  
SHEET 3 OF 3

\*AMENDED BY DOCUMENT NO.: 2018-018341

PARTITION PLAT NO. 2018-012  
RECORDED AS DOCUMENT NO. 2018 011874

## SURVEYOR'S CERTIFICATE

I, DON DEVLAEINCK, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ATTACHED PARTITION PLAT. SAID PARTITION PLAT BEING, IN PART, A REPLAT OF PARCEL 2, PARTITION PLAT NO. 1992-031, WASHINGTON COUNTY DEED RECORDS, AND BEING LOCATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, SAID POINT BEING A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC." AT THE SOUTHWEST CORNER OF TRACT "D", "HAMILTON HEIGHTS"; A PLAT OF RECORD IN WASHINGTON COUNTY, OREGON; THENCE ALONG THE NORTH LINE OF TRACT "A", "PROGRESS RIDGE"; A PLAT OF RECORD IN WASHINGTON COUNTY, OREGON, SOUTH 89°58'15" WEST 229.11 TO THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "A", "PROGRESS RIDGE"; SOUTH 00°17'21" WEST 111.08 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO RIKKI A. DECORMIER BY WARRANTY DEED RECORDED AS DOCUMENT NUMBER 87-037851, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID DECORMIER TRACT SOUTH 89°39'48" WEST 232.00 FEET TO A 5/8 INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID NORTH LINE; THENCE ALONG THE EAST LINE OF SAID DECORMIER TRACT NORTH 00°19'24" EAST 266.31 TO A 5/8 INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID EAST LINE; THENCE CONTINUING ALONG SAID EAST LINE NORTH 00°48'14" EAST 8.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTHWEST SCHOLLS FERRY ROAD (COUNTY ROAD 2156), SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND 49.00 FEET SOUTH OF THE CENTERLINE OF SAID ROAD AS DEPICTED ON SN 32411, WASHINGTON COUNTY SURVEY RECORDS; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE 186.71 FEET ALONG THE ARC OF A 905.93 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 11°48'31" (LONG CHORD BEARS NORTH 69°19'05" EAST 186.38 FEET); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 75°13'20" EAST 164.73 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 131.00 FEET ALONG THE ARC OF A 2913.79 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 02°34'33" (LONG CHORD BEARS NORTH 73°56'04" EAST 130.98 FEET) TO THE NORTHWEST CORNER OF TRACT "A", "HAMILTON HEIGHTS"; THENCE ALONG THE WEST LINE OF SAID "HAMILTON HEIGHTS" SOUTH 00°05'55" EAST 305.85 FEET TO THE INITIAL POINT.

CONTAINS 136,415 SQUARE FEET, MORE OR LESS.

## NARRATIVE

- THE PURPOSE OF THIS SURVEY IS TO CONSOLIDATE THE PROPERTIES DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2015-097865 AND IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2016-030058, WASHINGTON COUNTY DEED RECORDS, INTO ONE PARCEL, AS SHOWN HEREON.
- BASIS OF BEARINGS: THE WEST LINE OF "HAMILTON HEIGHTS", DEFINED BY HOLDING THE 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC." FOUND AT THE SOUTHWEST CORNER OF TRACT "D", "HAMILTON HEIGHTS", AND THE 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC." FOUND AT THE NORTHWEST CORNER OF TRACT "B", "HAMILTON HEIGHTS", SHOWN AS NORTH 00°05'55" WEST ON THE PLAT OF "HAMILTON HEIGHTS", WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP. THIS LINE (AND ITS NORTHERLY EXTENSION) WAS ALSO USED TO ESTABLISH THE EAST LINE OF THIS PARTITION PLAT.
- THE NORTHWEST CORNER OF TRACT "A", "PROGRESS RIDGE", (BEING ALSO THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NO. 1992-031) WAS ESTABLISHED ON A LINE BETWEEN THE BRASS DISC (U.S.B.T. 2014-001) FOUND AT THE NORTH 1/4 CORNER OF SECTION 5, T. 2 S., R. 1 W., AND THE 5/8 INCH IRON ROD (ESTABLISHED BY SN 16233) FOUND AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO RIKKI A. DECORMIER, RECORDED AS DOCUMENT NUMBER 87-037851, WASHINGTON COUNTY DEED RECORDS, AT THE RECORD DISTANCE OF 155.00 FEET, PER SN 16410, FROM SAID NORTH 1/4 CORNER OF SECTION 5.
- THE NORTH LINE OF TRACT "A", "PROGRESS RIDGE" WAS THEN ESTABLISHED ON THE LINE BETWEEN SAID NORTHWEST CORNER OF TRACT "A" AND THE AFORESAID 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC." FOUND AT THE SOUTHWEST CORNER OF TRACT "D", "HAMILTON HEIGHTS".
- FROM THE 5/8 INCH IRON ROD (ESTABLISHED BY SN 16233) FOUND AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO RIKKI A. DECORMIER, RECORDED AS DOCUMENT NUMBER 87-037851, WASHINGTON COUNTY DEED RECORDS, PROCEEDING CLOCKWISE ALONG THE BOUNDARY OF THIS PLAT, THE MOST SOUTHERLY PROPERTY LINE AND THE WEST PROPERTY LINE WERE ESTABLISHED BY HOLDING THE MONUMENTS FOUND AND RECORD DATA FROM SN 32,411, AS SHOWN.
- THE NORTH LINE OF THE SUBJECT PROPERTY, WAS ESTABLISHED 49.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SW SCHOLLS FERRY ROAD AS PER SN 32411 AND DOCUMENT NUMBER 2013-060111, WASHINGTON COUNTY DEED RECORDS.

## PLAT NOTES

- THIS PARTITION PLAT IS SUBJECT TO CONDITIONS PER CITY OF BEAVERTON APPROVAL DR2015-0122/LD2015-0026/TP2015-0016.
- THIS PLAT IS SUBJECT TO A BLANKET EASEMENT OVER PARCEL 2, PARTITION PLAT NO. 1992-031 FOR A BROADBAND COMMUNICATION SYSTEM FOR THE BENEFIT OF COMCAST OF OREGON II, PER DOCUMENT NUMBER 2016-084155, WASHINGTON COUNTY DEED RECORDS.
- THIS PARTITION PLAT IS SUBJECT TO A PUBLIC VEHICLE AND UTILITY ACCESS EASEMENT RECORDED AS DOCUMENT NO. 2018-011876, WASHINGTON COUNTY DEED RECORDS.
- THIS PARTITION PLAT IS SUBJECT TO AN EASEMENT FOR ACCESS IMPROVEMENTS AND ROADWAY USE RECORDED AS DOCUMENT NO. 2018-011877, WASHINGTON COUNTY DEED RECORDS.
- THIS PARTITION PLAT MAY BE SUBJECT TO EASEMENT FOR ANCHOR PERMIT RECORDED AS DOCUMENT NO. 86-047315, WASHINGTON COUNTY DEED RECORDS. THE DESCRIPTION IN THIS DOCUMENT IS VAGUE. THEREFORE, ITS PRECISE LOCATION IS UNCERTAIN.
- THERE SHALL BE NO DIRECT MOTOR VEHICLE ACCESS TO OR FROM PARCEL 1 ONTO S.W. SCHOLLS FERRY ROAD UNLESS AUTHORIZED BY THE GOVERNING BODY HAVING JURISDICTION OF SAID ROAD.

## DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT TRILLIUM WOODS, LLC, AN OREGON LIMITED LIABILITY COMPANY, THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, HAS CAUSED THE SAME TO BE PARTITIONED INTO ONE PARCEL IN ACCORDANCE WITH O.R.S. CHAPTER 92, AS SHOWN ON THE ANNEXED MAP, AND DOES HEREBY DEDICATE TO THE PUBLIC ALL RIGHT OF WAYS AS SHOWN AND GRANT ALL EASEMENTS SET FORTH FOR THE USES STATED AND AS INDICATED HEREON.

TRILLIUM WOODS, LLC, AN OREGON LIMITED LIABILITY COMPANY.

BY: VERGEPOINTE CAPITAL FUND XIX, LP, A DELAWARE LIMITED PARTNERSHIP, MANAGER

BY: VCFGP XIX, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: VCJT, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY: [Signature]  
SCOTT ROBERTS, MANAGER VCJT, LLC

BY: [Signature]  
MATTHEW VANCE, MANAGER VCJT, LLC

BY: [Signature]  
JEFFREY D. SMITH, MANAGER VCJT, LLC

## ACKNOWLEDGMENTS

STATE OF OREGON }  
COUNTY OF CLACKAMAS } SS

THIS DECLARATION WAS ACKNOWLEDGED BEFORE ME ON January 16, 2018 BY SCOTT ROBERTS, MANAGER, VCJT, LLC, AN OREGON LLC, SOLE MEMBER VCFGP XIX, LLC, GENERAL PARTNER OF VERGEPOINTE CAPITAL FUND XIX, LP, MANAGER OF TRILLIUM WOODS, LLC.

[Signature]  
NOTARY SIGNATURE  
952577  
COMMISSION NO.

[Signature]  
NOTARY PUBLIC - OREGON  
August 7, 2020  
MY COMMISSION EXPIRES

STATE OF OREGON }  
COUNTY OF CLACKAMAS } SS

THIS DECLARATION WAS ACKNOWLEDGED BEFORE ME ON January 16, 2018, 2018 BY MATTHEW VANCE, MANAGER, VCJT, LLC, AN OREGON LLC, SOLE MEMBER VCFGP XIX, LLC, GENERAL PARTNER OF VERGEPOINTE CAPITAL FUND XIX, LP, MANAGER OF TRILLIUM WOODS, LLC.

[Signature]  
NOTARY SIGNATURE  
952577  
COMMISSION NO.

[Signature]  
NOTARY PUBLIC - OREGON  
August 7, 2020  
MY COMMISSION EXPIRES

STATE OF OREGON }  
COUNTY OF CLACKAMAS } SS

THIS DECLARATION WAS ACKNOWLEDGED BEFORE ME ON January 16, 2018 BY JEFFREY D. SMITH, MANAGER, VCJT, LLC, AN OREGON LLC, SOLE MEMBER VCFGP XIX, LLC, GENERAL PARTNER OF VERGEPOINTE CAPITAL FUND XIX, LP, MANAGER OF TRILLIUM WOODS, LLC.

[Signature]  
NOTARY SIGNATURE  
952577  
COMMISSION NO.

[Signature]  
NOTARY PUBLIC - OREGON  
August 7, 2020  
MY COMMISSION EXPIRES

## CONSENT AFFIDAVIT

A PARTITION PLAT CONSENT AFFIDAVIT BY UMPQUA BANK, BENEFICIARY UNDER INSTRUMENT RECORDED AS DOCUMENT NO. 2016-106457, HAS BEEN EXECUTED AND RECORDED AS DOCUMENT NO. 2018-011875, WASHINGTON COUNTY DEED RECORDS.

## APPROVALS

CITY OF BEAVERTON

APPROVED THIS 29<sup>th</sup> DAY OF January, 2018  
CITY OF BEAVERTON PLANNING DIRECTOR

BY: [Signature]

APPROVED THIS 26<sup>th</sup> DAY OF JANUARY, 2018  
ENGINEER FOR THE CITY OF BEAVERTON

BY: [Signature]

WASHINGTON COUNTY APPROVALS:

APPROVED THIS 16<sup>th</sup> DAY OF FEBRUARY, 2018  
WASHINGTON COUNTY SURVEYOR

BY: [Signature]

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 92.095 HAVE BEEN PAID AS OF THIS 16<sup>th</sup> DAY OF FEBRUARY 2018

DIRECTOR OF ASSESSMENT AND TAXATION  
(WASHINGTON COUNTY ASSESSOR)

BY: [Signature]  
DEPUTY

STATE OF OREGON }  
COUNTY OF WASHINGTON } SS

I DO HEREBY CERTIFY THAT THIS PARTITION PLAT, WAS RECEIVED FOR RECORD ON THIS 16<sup>th</sup> DAY OF February, 2018 AT 2:41 O'CLOCK P M.

[Signature]  
DEPUTY COUNTY CLERK

DEDICATION ACCEPTED UNDER ORS 92.175 (1)(b)

THIS 16<sup>th</sup> DAY OF FEBRUARY, 2018

WASHINGTON COUNTY SURVEYOR

BY: [Signature]

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

[Signature]  
OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1834

DATE OF SIGNATURE: 1/12/18  
EXPRES 12/31/2019

Survey prepared by:  
Compass Land Surveyors  
4107 International Way, Suite 705  
Milwaukie, Oregon 97222  
Phone: 503-653-9893  
7522 Plat.dwg



02364738201800118760110114

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

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



After Recording Return To:

Perkins Coie LLP  
Attn: Chris Criglow  
1120 N.W. Couch Street, Tenth Floor  
Portland, OR 97209-4128

## PUBLIC VEHICLE AND UTILITY ACCESS EASEMENT

THIS PUBLIC VEHICLE AND UTILITY ACCESS EASEMENT ("Easement") is made on \_\_\_\_\_ by **Trillium Woods, LLC**, an Oregon Limited Liability Company ("Owner"), for the benefit of the **City of Beaverton, Oregon** an Oregon municipal corporation ("City").

### RECITALS

A. Owner owns the real property located within the City legally described on Exhibit A attached hereto, ("Property").

B. As a condition to the Owner's recording of the plat for Trillium Woods Apartment as approved by the City's Planning Commission's land use notice of decision DR2015-0122, Order No. 2469, Condition of Approval No. 50 of of such land use decision ("COA 50") requires that Owner grant certain easements for utilities and public vehicle access.

C. In satisfaction of COA 50, Owner now wishes to grant to the City the easements described in this Easement.

D. The "Easement Area" is the part of the Property as described and depicted on Exhibit B, attached hereto.

**NOW, THEREFORE**, in consideration of the above recitals, the terms and conditions of this Easement, and for certain other valuable consideration, the parties agree as follows:

### AGREEMENT

#### 1. Grant of Public Vehicle and Utility Access and Inhabitation Easements.

1.1 Subject to the terms and conditions set forth in this Easement, the Owner hereby grants, bargains, assigns, conveys, and transfers to the City a non-exclusive, perpetual access easement on, over, and across the Easement Area for the sole purposes of the following "Permitted Uses:"

(i) The Permitted Uses are (1) ingress to and egress from the Easement Area for "Official Public Vehicles and Personnel" (as defined below) and "Utility Vehicles and Personnel" (as defined below) (collectively, "Permitted Users") over the paved driveways as exist within the Easement

Area from time to time; and (2) installation, operation, and maintenance of the “Utilities” (as defined below).

(ii) “Official Public Vehicles and Personnel” are vehicles, such as fire trucks and other emergency response vehicles, owned by the City or any of its official agencies/departments having responsibility for and jurisdiction over response to emergency situations or circumstances on the Property that pose an imminent threat to human life or property, such as fire or other casualty, including official practice drills or exercises in preparation for readiness to respond to such situations or circumstances, but only while responding to such emergency situations or engaging in such official practice exercises, and the personnel employed by the City or City agency/department that owns and insures the Official Public Vehicle who are operating the Official Public Vehicle and/or helping to respond to the emergency situation or circumstance, or to effectuate the official practice exercise, and only during the time that the personnel is so engaged.

(iii) “Utility Vehicles and Personnel” are vehicles owned by the City or any of its official agencies/departments, or by a private entity, which vehicles’ sole purpose in entering the Easement Area is to install, maintain, or repair Utilities (as defined below); and all personnel employed by the City or City agency/department or private entity who are operating the Utility Vehicle and/or helping to install and/or maintain Utilities Infrastructure, but only during the time that the personnel is so engaged.

(iv) “Utilities” the facilities and infrastructure that provide water, gas, electricity, telephone and cable services, storm water, sanitary sewer, and similar services to the Property.

## **2. No Warranty.**

The City acknowledges that it accepts the Easement Area in its present condition, AS IS WHERE IS, without any representations by Owner about the condition or suitability of the Easement Area.

## **3. Standards of Use.**

Exercise of this Easement and use of the Easement Area pursuant to the grant of this Easement shall be solely for the Permitted Use by the Permitted Users and at all times in a good and workmanlike and professional manner and in accordance with all applicable laws, ordinances, rules, regulations, and orders with the force of law.

## **4. Disturbance and Repair of Easement Area.**

If the City or any Permitted User disturbs the surface of the Easement Area, the City or such Permitted User, as applicable, shall (a) minimize the time period of any such disturbance and (b) at its sole cost and expense, to restore the surface of the Easement Area to as good of a condition as existed immediately prior to the disturbance as soon as is reasonably possible.

## **5. Indemnification.**

To the fullest extent permitted by law, the City agrees to defend, indemnify, save, protect and hold harmless the Owner for, from and against all claims, causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage

37891-0067/134538187.1

to or loss of property, to whomsoever belonging, including environmental damage and any clean-up, investigation and/or remediation costs relating thereto, arising out of or in any way connected with the use of the Easement Area for the Permitted Uses in accordance with this Easement, except if such claims, causes of action, litigation, cost, loss, liability, damage and expense solely results from the gross negligence or willful misconduct of the Owner.

**6. Modification and Amendment.**

No amendment, modification, or termination of this Easement will be effective, except as otherwise provided herein, until the written instrument setting forth its terms has been executed and acknowledged by the Owner and the City and has been recorded.

**7. Effect of Easement.**

The rights and restrictions granted and reserved in this Easement will be appurtenant to the Property and perpetual. The easements, benefits, burdens, obligations, and restrictions created in this Easement will create covenants, benefits, and servitudes upon the Property as set forth herein, and will run with the land, and bind and inure to the benefit of the City. There are no third-party beneficiaries to this Easement and only the Owner and the City, and each of their successors and assigns, may enforce the terms of this Easement.

**8. Governing Law.**

This Easement will be governed by and construed in accordance with the laws of the state of Oregon.

**9. Attorney Fees.**

In the event that any party brings an action to enforce its rights hereunder, including, but not limited to, at trial, on any appeal, or while enforcing its rights in any bankruptcy proceeding, the prevailing party in such action is entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action.

**10. Entire Agreement.**

This Easement contains the entire agreement and understanding of the Owner and the City with respect to the subject matter hereof and any prior agreements, representations or understandings, written or oral, with respect to these matters are hereby superseded.

**11. Counterparts.**

This Easement may be executed in one or more counterparts, which when taken together, will constitute one and the same original.

**12. No Public Dedication.**

Nothing in this Easement is a gift or dedication of any portion of the Easement Area to or for the general public or for general public use.

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[Signatures and acknowledgements begin on the following page]

IN WITNESS WHEREOF, this Covenant has been duly executed as of the date first set forth above.


OWNER:

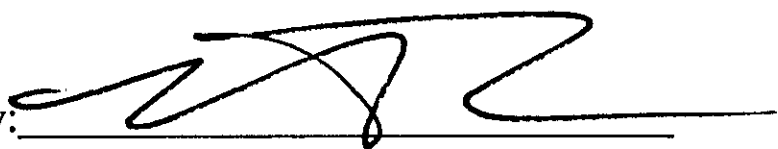
Trillium Woods, LLC, an Oregon Limited Liability Company

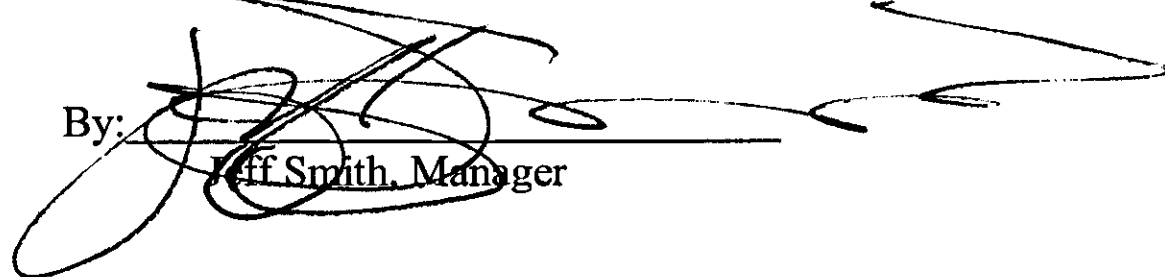
By: VERGEPOINTE CAPITAL FUND XIX, LP, a Delaware limited partnership, its sole member

By: VCPGP XIX, LLC, an Oregon limited liability company, its General Partner

By: VCJT, LLC an Oregon limited liability company, its Sole Member

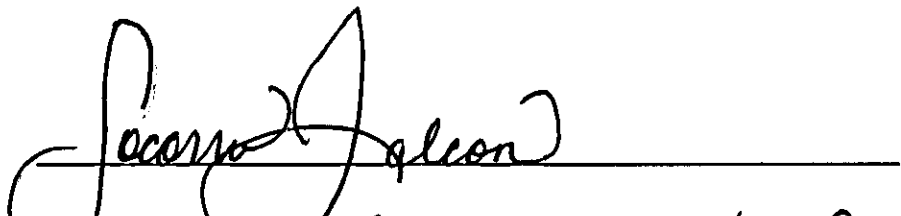
By:   
Scott Roberts, Manager

By:   
Matthew Vance, Manager

By:   
Jeff Smith, Manager

STATE OF Oregon )  
 )ss.  
COUNTY OF Clackamas )

On this the 1<sup>st</sup> day of December, 2017, before me, Socorro Falcon appeared **Scott Roberts**, who acknowledged himself to be the **Manager** of **VCJT, LLC**, executed the foregoing instrument for the purposes therein contained.

  
Notary Public for Commission NO. 952577

My commission expires: August 7, 2020



37891-0067/134538187.1



STATE OF Oregon )  
 )ss.  
COUNTY OF Clackamas )

On this the 1<sup>st</sup> day of December, 2017, before me, Socorro Falcon appeared **Matthew Vance**, who acknowledged himself to be the **Manager** of **VCJT, LLC**, executed the foregoing instrument for the purposes therein contained.

Socorro Falcon  
Notary Public for Commission No. 952577

My commission expires: August 7, 2020



STATE OF Oregon )  
 )ss.  
COUNTY OF Clackamas )

On this the 1<sup>st</sup> day of December, 2017, before me, Socorro Falcon appeared **Jeff Smith**, who acknowledged himself to be the **Manager** of **VCJT, LLC**, executed the foregoing instrument for the purposes therein contained.

Socorro Falcon  
Notary Public for Commission No. 952577

My commission expires: August 7, 2020



37891-0067/134538187.1

IN WITNESS WHEREOF, this Covenant has been duly executed as of the date first set forth above.

CITY:

City of Beaverton, an Oregon municipal corporation

By: Denny Doyle

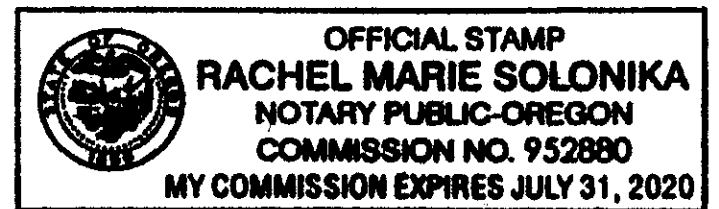
Name: Denny Doyle

Title: Mayor

STATE OF Oregon )  
 )ss.  
COUNTY OF Washington )

On this the 6 day of February, 2018, before me, Rachel Solonika ~~Denny Doyle~~ appeared Denny Doyle, who acknowledged himself to be the Mayor of the City of Beaverton executed the foregoing instrument for the purposes therein contained.

Rachel M Solonika  
Notary Public for City of Beaverton  
My commission expires: July 31 2020



37891-0067/134538187.1

EXHIBIT A

The Property

**TRILLIUM WOODS APARTMENT SITE**

**PRELIMINARY PLAT DESCRIPTION**

**November 21, 2017**

A TRACT OF LAND, BEING, IN PART, A REPLAT OF PARCEL 2, PARTITION PLAT NO. 1992-031, WASHINGTON COUNTY PLAT RECORDS, AND BEING LOCATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, SAID POINT BEING A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC" AT THE SOUTHWEST CORNER OF TRACT "D", "HAMILTON HEIGHTS", A PLAT OF RECORD IN WASHINGTON COUNTY, OREGON; THENCE ALONG THE NORTH LINE OF TRACT "A", "PROGRESS RIDGE", A PLAT OF RECORD IN WASHINGTON COUNTY, OREGON, SOUTH 89°58'15" WEST 229.11 TO THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "A", "PROGRESS RIDGE", SOUTH 00°17'21" WEST 111.08 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO RIKKI A. DECORMIER BY WARRANTY DEED RECORDED AS DOCUMENT NUMBER 87-037851, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID DECORMIER TRACT SOUTH 89°39'48" WEST 232.00 FEET TO A 5/8 INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID NORTH LINE; THENCE ALONG THE EAST LINE OF SAID DECORMIER TRACT NORTH 00°19'24" EAST 266.31 TO A 5/8 INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID EAST LINE; THENCE CONTINUING ALONG SAID EAST LINE NORTH 00°48'14" EAST 8.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTHWEST SCHOLLS FERRY ROAD (COUNTY ROAD 2156), SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND 49.00 FEET SOUTH OF THE CENTERLINE OF SAID ROAD AS DEPICTED ON SN 32411, WASHINGTON COUNTY SURVEY RECORDS; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE 186.71 FEET ALONG THE ARC OF A 905.93 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 11°48'31" (LONG CHORD BEARS NORTH 69°19'05" EAST 186.38 FEET); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 75°13'20" EAST 164.73 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 131.00 FEET ALONG THE ARC OF A 2913.79 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 02°34'33" (LONG CHORD BEARS (LONG CHORD BEARS NORTH 73°56'04" EAST 130.98 FEET) TO THE NORTHWEST CORNER OF TRACT "A", "HAMILTON HEIGHTS"; THENCE ALONG THE WEST LINE OF SAID "HAMILTON HEIGHTS" SOUTH 00°05'55" EAST 305.85 FEET TO THE INITIAL POINT.

**EXHIBIT B:**  
**PUBLIC VEHICLE AND UTILITY EASEMENT**  
SHEET 1 OF 4


A PORTION OF THAT PROPERTY DESCRIBED IN WARRANTY DEEDS TO TRILLIUM WOODS, LLC, RECORDED AS DOCUMENT NUMBERS 2015-097865 AND 2016-030058, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, AND THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC." AT THE SOUTHWEST CORNER OF TRACT "D", "HAMILTON HEIGHTS", A PLAT OF RECORD IN WASHINGTON COUNTY, OREGON; THENCE ALONG THE WEST LINE OF SAID "HAMILTON HEIGHTS" NORTH 00°05'55" WEST 143.53 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE LEAVING SAID WEST LINE ALONG THE FOLLOWING COURSES:

NORTH 89°59'49" WEST 10.44 FEET;  
 THENCE SOUTH 44°38'35" WEST 24.26 FEET;  
 THENCE SOUTH 74°38'35" WEST 299.15 FEET;  
 THENCE SOUTH 50°52'45" WEST 6.48 FEET;  
 THENCE NORTH 89°40'36" WEST 47.87 FEET;  
 THENCE SOUTH 66°33'22" WEST 75.81 FEET;  
 THENCE NORTH 23°26'38" WEST 5.50 FEET;  
 THENCE SOUTH 66°33'22" WEST 3.54 FEET;  
 THENCE NORTH 23°26'38" WEST 25.31 FEET;  
 THENCE NORTH 67°56'36" EAST 8.07 FEET;  
 THENCE NORTH 23°26'38" WEST 24.89 FEET;  
 THENCE NORTH 66°33'22" EAST 133.29 FEET;  
 THENCE NORTH 74°38'35" EAST 51.02 FEET;  
 THENCE NORTH 15°21'25" WEST 89.93 FEET;  
 THENCE ALONG A LINE PARALLEL WITH AND 51.00 FEET FROM THE CENTERLINE OF SOUTHWEST SCHOLLS FERRY ROAD 24.64 FEET ALONG THE ARC OF A 903.93 FOOT RADIUS CURVE CONCAVE TO THE SOUTH THROUGH A CENTRAL ANGLE OF 01°33'42" (LONG CHORD BEARS NORTH 74°26'29" EAST 24.64 FEET);  
 THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 75°13'20" EAST 1.36 FEET;  
 THENCE LEAVING SAID PARALLEL LINE SOUTH 15°21'25" EAST 90.00 FEET;  
 THENCE NORTH 74°38'35" EAST 211.66 FEET;  
 THENCE SOUTH 84°05'48" EAST 12.70 FEET;

THENCE NORTH 85°09'13" EAST 28.03 FEET;  
THENCE SOUTH 04°50'47" EAST 15.85 FEET;  
THENCE SOUTH 89°59'49" EAST 13.70 FEET TO THE AFOREMENTIONED WEST LINE  
OF "HAMILTON HEIGHTS";  
THENCE ALONG SAID WEST LINE SOUTH 00°05'55" EAST 36.99 FEET TO THE TRUE  
POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

  
OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1634

DATE OF SIGNATURE: 4/17/17  
EXPIRES 12/31/2017

SW SCHOLLS FERRY ROAD

PROPOSED 2' RIGHT OF WAY DEDICATION

PUBLIC VEHICLE AND UTILITY EASEMENT

TRACT "A"

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

"HAMILTON HEIGHTS"

TRACT "B"

15' SW BUNTING ST.

15'

TRACT "C"

TRUE POINT OF BEGINNING LOT 6

LOT 7

LOT 8

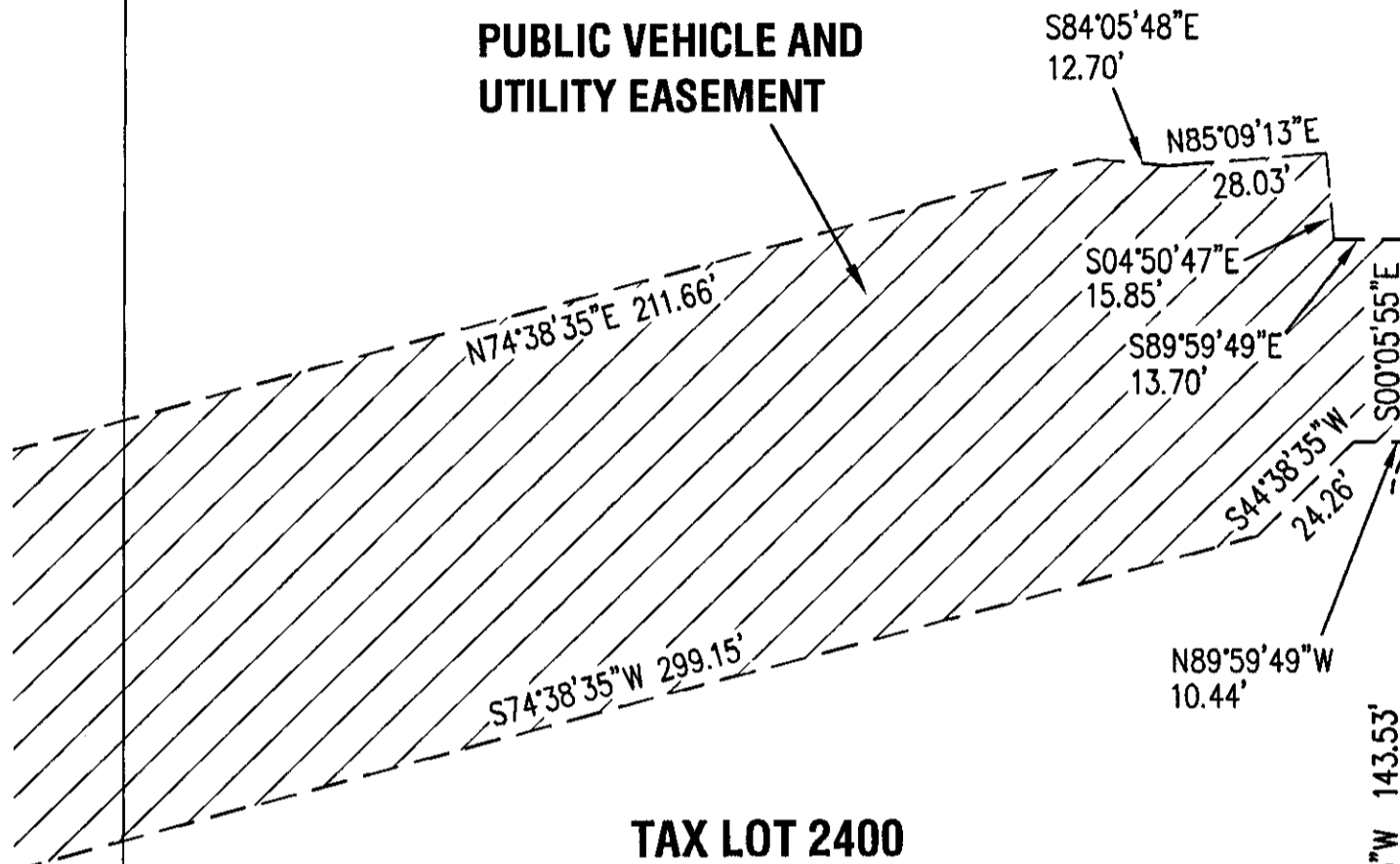
LOT 9

LOT 10

TRACT "D"

SW SAGEHEN STREET

CONTINUED ON SHEET 4/4



TAX LOT 2400  
 MAP 1S-1-32DC  
 TRILLIUM WOODS, LLC  
 DOCUMENT NO. 2016-030058

TAX LOT 4600  
 MAP 2S-1-05AB

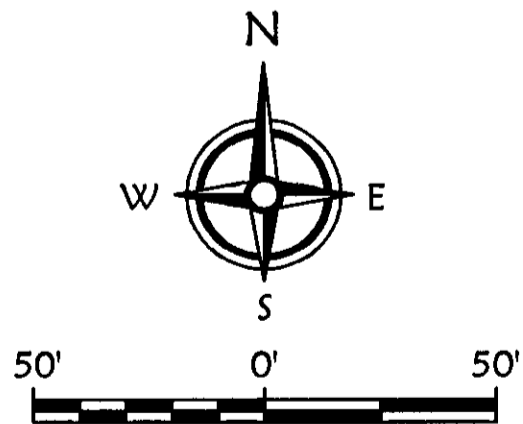
POINT OF COMMENCEMENT

5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC." AT THE SOUTHWEST CORNER OF TRACT "D", "HAMILTON HEIGHTS"

REGISTERED PROFESSIONAL LAND SURVEYOR

*[Signature]*  
 OREGON  
 JULY 14, 1978  
 DON DEVLAEINCK  
 1634

DATE OF SIGNATURE: *4/17/17*  
 EXPIRES 12/31/2017



Scale: 1" = 50'  
 7522 Exh2.dwg

**EXHIBIT "B"**  
**PUBLIC VEHICLE AND UTILITY EASEMENT**

**COMPASS** Land Surveyors  
 4107 SE International Way, Suite 705  
 Milwaukie, Oregon 97222 503-653-9093

SITUATED IN THE NE & NW 1/4 OF SECTION 5, T.2S., R.1W., W.M., & THE SE & SW 1/4 OF SECTION 32, T.1S., R.1W., W.M., WASHINGTON COUNTY, OREGON

3  
 4

SW SCHOLLS FERRY ROAD

PROPOSED 2' RIGHT OF WAY DEDICATION

L=24.64'  
R=903.93'  
Δ=01°33'42"  
CH=N74°26'29"E  
24.64'

PUBLIC VEHICLE AND UTILITY EASEMENT

CONTINUED ON SHEET 3/4

LOT 8 "BOB'S WINDSOR PARK"

LOT 7 "BOB'S WINDSOR PARK"

TAX LOT 2400 MAP 1S-1-32DC

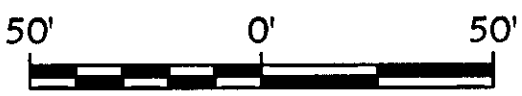
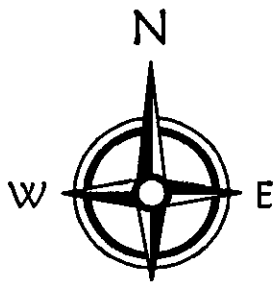
TAX LOT 100 MAP 2S-1-05B  
TRILLIUM WOODS, LLC  
DOCUMENT NO. 2015-097865

TAX LOT 200 MAP 2S-1-05BA

REGISTERED PROFESSIONAL LAND SURVEYOR

*Don Devlaeminck*  
OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1634

DATE OF SIGNATURE: *4/27/17*  
EXPIRES 12/31/2017



Scale: 1" = 50'  
7522 Exh3.dwg

**EXHIBIT "B"**  
**PUBLIC VEHICLE AND UTILITY EASEMENT**

**COMPASS** Land Surveyors  
4107 SE International Way, Suite 705  
Milwaukie, Oregon 97222 503-653-9093

SITUATED IN THE NE & NW 1/4 OF SECTION 5, T.2S., R.1W., W.M., & THE SE & SW 1/4 OF SECTION 32, T.1S., R.1W., W.M., WASHINGTON COUNTY, OREGON

4  
4

After Recording Return To:

Perkins Coie LLP  
Attn: Chris Criglow  
1120 N.W. Couch Street, Tenth Floor  
Portland, OR 97209-4128



02364740201800118770110118

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

*Richard Hobernicht*

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



**EASEMENT FOR ACCESS IMPROVEMENTS AND ROADWAY USE**

THIS EASEMENT FOR ACCESS IMPROVEMENTS AND ROADWAY USE (“Easement”) is made on \_\_\_\_\_, 2018, by **Trillium Woods, LLC, an Oregon limited liability company (“Owner”)**, for the benefit of the property described on Exhibit A attached hereto and the current and future owners thereof as an easement appurtenant to such property (the “Benefited Property”).

**RECITALS**

A. Owner owns the real property located within the City of Beaverton (the “City”), Washington County, Oregon, legally described on Exhibit B attached hereto (the “Trillium Woods Property”).

B. Condition of Approval No. 50 of the City’s Planning Commission’s land use notice of decision DR2015-0122, Order No. 2469 (“COA 50”) requires that Owner grant certain easement rights for the benefit of the Benefited Property to provide area on the Trillium Woods Property to accommodate a portion of a two-lane vehicle access roadway to and from the Benefited Property in connection with future development of the Benefited Property.

C. In satisfaction of COA 50, Owner now wishes to grant the rights described in this Easement.

**NOW, THEREFORE**, in consideration of the above recitals, the terms and conditions of this Easement, and for other valuable consideration, Owner agrees as follows:

**AGREEMENT**

**1. Grant of Easement.**

Subject to the terms and conditions set forth in this Easement, Owner hereby grants, bargains, assigns, conveys, and transfers to and for the benefit of the Benefited Property a non-exclusive, private easement on, over, and across the area of the Trillium Woods Property described on Exhibit C of this Easement (the “Easement Area”) for the sole purposes of the following “Permitted Uses”:

**1.1 Roadway Construction, Maintenance, and Repair.** Construction, maintenance and repair of a paved roadway and related vehicular and pedestrian access improvements (the “Roadway”) in conformance with applicable City standards, including removal of parking spaces, trees (including trees

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designated as 7061, 2540 and 2541 in that certain Tree Preservation Covenant granted by Owner of even date with this Easement and recorded in the official records of Washington County, Oregon), and other improvements within the Easement Area as necessary to accommodate such construction; and

**1.2 Use.** Use of the Roadway for residential vehicular and pedestrian traffic to and from a residential development on the Benefited Property.

**2. Conditions.**

Without limitation of applicable law or equitable principles, the rights granted in this Easement are subject to the following conditions.

**2.1 Advance Notice.** As a condition to entry onto the Easement Area, the owner of the Benefited Property must provide at least **90 days'** advance written notice to the Owner of the Trillium Woods Property that the owner of the Benefited Property requires access to the Easement Area for the Permitted Uses pursuant to this Easement.

**2.2 Responsibility and Liability.** Construction, maintenance and repair of the Roadway and any and all work or activity associated with such construction (including removal of improvements or trees in accordance with this Easement) (the "Roadway Construction"), maintenance and repair shall be the responsibility of the owner of the Benefited Property and at the sole expense of the owner of the Benefited Property. The Owner of the Trillium Woods Property shall have no responsibility for performance of such work or be liable for any costs associated with it.

**2.3 Standards; No Liens.** All work and activities pursuant to this Easement by or for the owner of the Benefited Property shall be conducted and performed in a diligent, good and workmanlike manner that minimizes any interference with or disruption of use of the Trillium Woods Property; shall be in accordance with all applicable laws, ordinances, rules, regulations, and orders with the force of law; and shall be done in a lien-free manner, permitting no liens to attach to the Trillium Woods Property. In the event any liens are imposed upon the Trillium Woods Property in connection with any activities pursuant to this Easement, the owner of the Benefited Property will promptly bond over or otherwise discharge such liens so that they are not a lien and charge on the title of the Trillium Woods Property, failing which, the Owner of the Trillium Woods Property may do so and be entitled to reimbursement of all costs associated therewith from the owner of the Benefited Property.

**2.4 Insurance.** As a further condition to entry onto the Easement Area, the owner of the Benefited Property must ensure and provide evidence to the Owner of the Trillium Woods Property that the following insurance coverage is held and maintained by any persons entering onto the Trillium Woods Property for purposes of the Roadway Construction work or maintenance or repair of the Roadway following its construction:

**2.4.1** If required under state law, Workers' Compensation (Statutory amount) and Employer's Liability (\$1,000,000).

**2.4.2** Commercial General Liability insurance of \$2,000,000 for bodily injury and property damage on an occurrence basis. Extensions of coverage to include contractual liability, products and completed operations, cross liability, and pollution arising sudden or accidental releases.

**2.4.3** Commercial Automobile Liability insurance with minimum limits of \$2,000,000 per occurrence of bodily injury and property damage coverage. Coverage shall extend to all owned, hired, or non-owned vehicles.

**2.4.4** The policies specified in 2.4.2 and 2.4.3 above shall include an endorsement that shall name the then-current Owner of the Trillium Woods Property and its members (or other equity interest owners), property manager, employees, and agents (the "Owner Parties") as additional insureds on a primary basis. The additional insured endorsement must be ISO CG 20 26 11 85 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

**2.4.5** All liability coverage must be on an "occurrence" basis as opposed to "claims made."

**2.4.6** All insurance shall be in a form sufficient to protect the Owner Parties against the claims of third persons, and to cover claims by the Owner of the Trillium Woods Property against the owner of the Benefited Property for which the owner of the Benefited Property has assumed liability under this Easement by virtue of its exercise of the rights granted in this Easement.

**2.4.7** Prior to entry onto the Easement Area for purposes of the Roadway Construction work or maintenance or repair of the Roadway following its construction, the owner of the Benefited Property shall furnish the Owner of the Trillium Woods Property with certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, and containing a representation that coverage of the types listed above is provided with the required limits. Owner reserves the right to require a certified copy of the policies or to examine the actual policies. Said certificates shall be sent to Owner at the address contained herein or otherwise delivered to the owner of the Benefited Property in writing.

**2.5 Indemnification.** The owner of the Benefited Property, to the fullest extent not prohibited by law, shall indemnify, defend, and hold harmless the Owner and the Owner Parties for, from and against any and all claims and/or liability for damages, costs, losses, and/or expenses (including any liability for or relating to investigation, cleanup or remediation of environmental contamination) resulting from, arising out of or in any way connected with the exercise of this Easement, activities pursuant to this Easement within or about the Easement Area or use of the Roadway pursuant to this Easement. The obligations of the owner of the Benefited Property indemnity obligation shall apply whether such liability is caused by or contributed to by the Owner or any Owner Party or any other party indemnified herein, unless caused by the sole gross negligence or willful misconduct of Owner or any Owner Party. In any and all claims against the Owner or any Owner Party by any employee of the owner of the Benefited Property, any contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable under any industrial insurance act, workers' compensation act, disability benefit act, or other employee benefit act, and the owner of the Benefited Property hereby expressly waives any immunity it may have under such acts to the extent necessary or permitted under the law to assure the validity and enforceability of the indemnification obligations described above.

**2.6 Waiver.** Except to the extent caused by the gross negligence or willful misconduct of the Owner of the Trillium Woods Property or any Owner Party, the owner of the Benefited Property, for itself

and its successors and assigns, hereby waives, to the extent not prohibited by law, all claims against the Owner of the Trillium Woods Property or any Owner Party for damages by reason of death, injury, or property damage arising from the use of or activities on or about the Easement Area pursuant to this Easement or otherwise, including without limitation those occasioned by acts of nature, latent defects of existing structures or fixtures, and conditions of the Easement Area or Trillium Woods Property or any equipment or fixtures thereon.

**3. No Warranty.**

The owner of the Benefited Property, by virtue of exercising any rights under this Easement, acknowledges that it accepts the Easement Area in its then-present condition at the time of the occurrence of the Condition Precedent, AS IS WHERE IS, without any representations or warranties by Owner about the condition or suitability of the Easement Area.

**4. Remedies.**

In the event of any violation of any term or failure to perform any obligation set forth in this Easement, by any party hereto, without limiting any other rights or remedies available at law or equity, the other party may bring an action for specific performance or injunction.

**5. Modification, Amendment, and Termination.**

No amendment, modification, or termination of this Easement will be effective (i) without the express written consent of the Owner, the owner of the Benefited Property, and the City, and (ii) unless and until such modification, amendment or termination has been duly executed by the Owner, the owner of the Benefited Property, and the City and has been recorded in the official records of Washington County, Oregon.

**6. Effect of Easement.**

The rights and restrictions granted and reserved in this Easement will be appurtenant to the Trillium Woods Property and the Benefited Property and perpetual. The easements, benefits, burdens, obligations, and restrictions created in this Easement will create covenants, benefits, and servitudes upon the Trillium Woods Property and the Benefited Property as set forth herein, and will run with the land, and bind and inure to the benefit of such properties and any division thereof. There are no third-party beneficiaries to this Easement. If the Benefited Property is owned by more than one person, then the benefits and burdens of this Easement shall be joint and several rights and obligations of the owners of the Benefited Property.

**7. Governing Law.**

This Easement will be governed by and construed in accordance with the laws of the state of Oregon, without application of its rules for conflicts of laws.

**8. Attorney Fees.**

In the event that any party brings an action to enforce its rights hereunder, including, but not limited to, at trial, on any appeal, or while enforcing its rights in any bankruptcy proceeding, the prevailing party

in such action is entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action.

**9. Entire Agreement.**

This Easement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and any prior agreements, representations or understandings, written or oral, with respect to these matters are hereby superseded.

**10. Counterparts.**

This Easement may be executed in one or more counterparts, which when taken together, will constitute one and the same original.

**11. No Public Dedication.**

Nothing in this Easement is a gift or dedication of any portion of the Easement Area to or for the general public or for general public use.

[Signatures and acknowledgement on the following page]

IN WITNESS WHEREOF, this Easement has been duly executed as of the date first set forth above.

OWNER:

TRILLIUM WOODS, LLC, an Oregon limited liability company

By: VERGEPOINTE CAPITAL FUND XIX, LP, a Delaware limited partnership, its sole member

By: VCPGP XIX, LLC, an Oregon limited liability company, its General Partner

By: VCJT, LLC an Oregon limited liability company, its Sole Member

By: [Signature]  
Scott Roberts, Manager

By: [Signature]  
Matthew Vance, Manager

By: [Signature]  
Jeff Smith, Manager

STATE OF Oregon )  
 )ss.  
COUNTY OF Clackamas )

On this the 1<sup>st</sup> day of December, 2017, before me, Socorro Falcon appeared **Scott Roberts**, who acknowledged himself to be the **Manager** of **VCJT, LLC**, executed the foregoing instrument for the purposes therein contained.

[Signature]  
Notary Public for Commission No. 952577



My commission expires: August 7, 2020

STATE OF Oregon )  
 )ss.  
COUNTY OF Clackamas )

37891-0067/134868409.3



**EXHIBIT A:  
THE BENEFITTED PROPERTY**

THAT PROPERTY DESCRIBED IN WARRANTY DEED TO RIKKI A. DECORMIER RECORDED AS DOCUMENT NUMBER 87-037851, WASHINGTON COUNTY DEED RECORDS, BEING A TRACT OF LAND IN SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER ON THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 00°24'36" WEST, ALONG THE NORTH AND SOUTH CENTERLINE OF SECTION 5, A DISTANCE OF 266.18 FEET TO AN IRON ROD, SAID IRON ROD BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°24'36" WEST 533.41 FEET TO AN IRON ROD; THENCE SOUTH 89°48'00" WEST 198.00 FEET TO AN IRON ROD; THENCE NORTH 00°24'36" EAST 431.74 FEET TO AN IRON ROD; THENCE NORTH 31°41'17" WEST 111.08 FEET TO AN IRON ROD; THENCE NORTH 00°24'36" EAST 289.76 FEET TO AN IRON ROD; SAID ROD BEING A POINT ON CURVE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD SCHOLLS FERRY ROAD AS SHOWN IN WASHINGTON COUNTY PLAT OF COUNTY ROAD NO. 2156; THENCE EASTERLY ALONG AN ARC OF SAID RIGHT-OF-WAY 28.14 FEET TO AN IRON ROD; THENCE SOUTH 00°29'00" WEST 29.24 FEET TO AN IRON ROD ON THE NORTH LINE OF SAID SECTION 5; THENCE SOUTH 00°24'36" WEST 266.18 FEET TO AN IRON ROD; THENCE NORTH 89°48'00" EAST 232.00 FEET TO AN IRON ROD BEING THE TRUE POINT OF BEGINNING.

**EXHIBIT B  
TRILLIUM WOODS APARTMENT SITE  
PRELIMINARY PLAT DESCRIPTION  
November 21, 2017**

A TRACT OF LAND, BEING, IN PART, A REPLAT OF PARCEL 2, PARTITION PLAT NO. 1992-031, WASHINGTON COUNTY PLAT RECORDS, AND BEING LOCATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, AND THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, SAID POINT BEING A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WRG DESIGN INC" AT THE SOUTHWEST CORNER OF TRACT "D", "HAMILTON HEIGHTS", A PLAT OF RECORD IN WASHINGTON COUNTY, OREGON; THENCE ALONG THE NORTH LINE OF TRACT "A", "PROGRESS RIDGE", A PLAT OF RECORD IN WASHINGTON COUNTY, OREGON, SOUTH 89°58'15" WEST 229.11 TO THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "A", "PROGRESS RIDGE", SOUTH 00°17'21" WEST 111.08 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO RIKKI A. DECORMIER BY WARRANTY DEED RECORDED AS DOCUMENT NUMBER 87-037851, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID DECORMIER TRACT SOUTH 89°39'48" WEST 232.00 FEET TO A 5/8 INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID NORTH LINE; THENCE ALONG THE EAST LINE OF SAID DECORMIER TRACT NORTH 00°19'24" EAST 266.31 TO A 5/8 INCH IRON ROD FOUND AT AN ANGLE POINT IN SAID EAST LINE; THENCE CONTINUING ALONG SAID EAST LINE NORTH 00°48'14" EAST 8.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SOUTHWEST SCHOLLS FERRY ROAD (COUNTY ROAD 2156), SAID RIGHT OF WAY LINE BEING PARALLEL WITH AND 49.00 FEET SOUTH OF THE CENTERLINE OF SAID ROAD AS DEPICTED ON SN 32411, WASHINGTON COUNTY SURVEY RECORDS; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE 186.71 FEET ALONG THE ARC OF A 905.93 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 11°48'31" (LONG CHORD BEARS NORTH 69°19'05" EAST 186.38 FEET); THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 75°13'20" EAST 164.73 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 131.00 FEET ALONG THE ARC OF A 2913.79 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 02°34'33" (LONG CHORD BEARS (LONG CHORD BEARS NORTH 73°56'04" EAST 130.98 FEET) TO THE NORTHWEST CORNER OF TRACT "A", "HAMILTON HEIGHTS"; THENCE ALONG THE WEST LINE OF SAID "HAMILTON HEIGHTS" SOUTH 00°05'55" EAST 305.85 FEET TO THE INITIAL POINT.



**EXHIBIT C:  
EASEMENT FOR ACCESS IMPROVEMENTS AND ROADWAY USE  
SHEET 1 OF 2**

A PORTION OF THAT PROPERTY DESCRIBED IN WARRANTY DEED TO TRILLIUM WOODS, LLC, RECORDED AS DOCUMENT NUMBER 2015-097865, WASHINGTON COUNTY DEED RECORDS, SITUATED IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

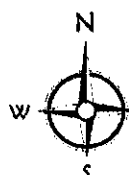
COMMENCING AT A BRASS DISC AT THE NORTH 1/4 CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON; THENCE SOUTH 00°17'21" WEST 266.08 FEET TO A 5/8 INCH IRON ROD AT THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO RIKKI A. DECORMIER BY DEED RECORDED AS DOCUMENT NUMBER 87-037851, WASHINGTON COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID DECORMIER TRACT SOUTH 89°39'48" WEST 232.00 FEET TO A 5/8 INCH IRON ROD AT AN ANGLE POINT IN SAID NORTH LINE AND THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE ALONG THE WEST LINE OF SAID DECORMIER TRACT NORTH 00°19'24" EAST 121.92 FEET; THENCE LEAVING SAID WEST LINE NORTH 66°33'22" EAST 21.95 FEET; THENCE SOUTH 23°26'38" EAST 5.50 FEET; THENCE SOUTH 03°53'49" WEST 11.95 FEET; THENCE 23.41 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST THROUGH A CENTRAL ANGLE OF 47°53'49" (LONG CHORD BEARS NORTH 38°42'39" EAST 22.73 FEET); THENCE NORTH 66°33'22" EAST 27.19 FEET; THENCE SOUTH 00°19'24" WEST 56.85 FEET; THENCE NORTH 89°40'36" WEST 39.56 FEET; THENCE 11.78 FEET ALONG THE ARC OF A 7.50 RADIUS CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 90°00'00" (LONG CHORD BEARS SOUTH 45°19'24" WEST 10.61 FEET); THENCE SOUTH 00°19'24" WEST 78.08 FEET TO THE AFOREMENTIONED NORTH LINE OF THE DECORMIER TRACT; THENCE ALONG SAID NORTH LINE SOUTH 89°39'48" WEST 13.50 FEET TO THE TRUE POINT OF BEGINNING.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**



**OREGON  
JULY 14, 1978  
DON DEVLAEINCK  
1634**

DATE OF SIGNATURE: 11/9/17  
EXPIRES 12/31/2019



4107 SE International Way, Suite 705, Milwaukie, Oregon 97222  
Phone: 503.653.9093 Fax: 503.653.9095 Email: compass@compass-landsurveyors.com

SW SCHOLLS FERRY ROAD

POINT OF COMMENCEMENT  
BRASS DISC AT NORTH  
1/4 CORNER OF SECTION  
5, T.2S., R.1W., W.M.

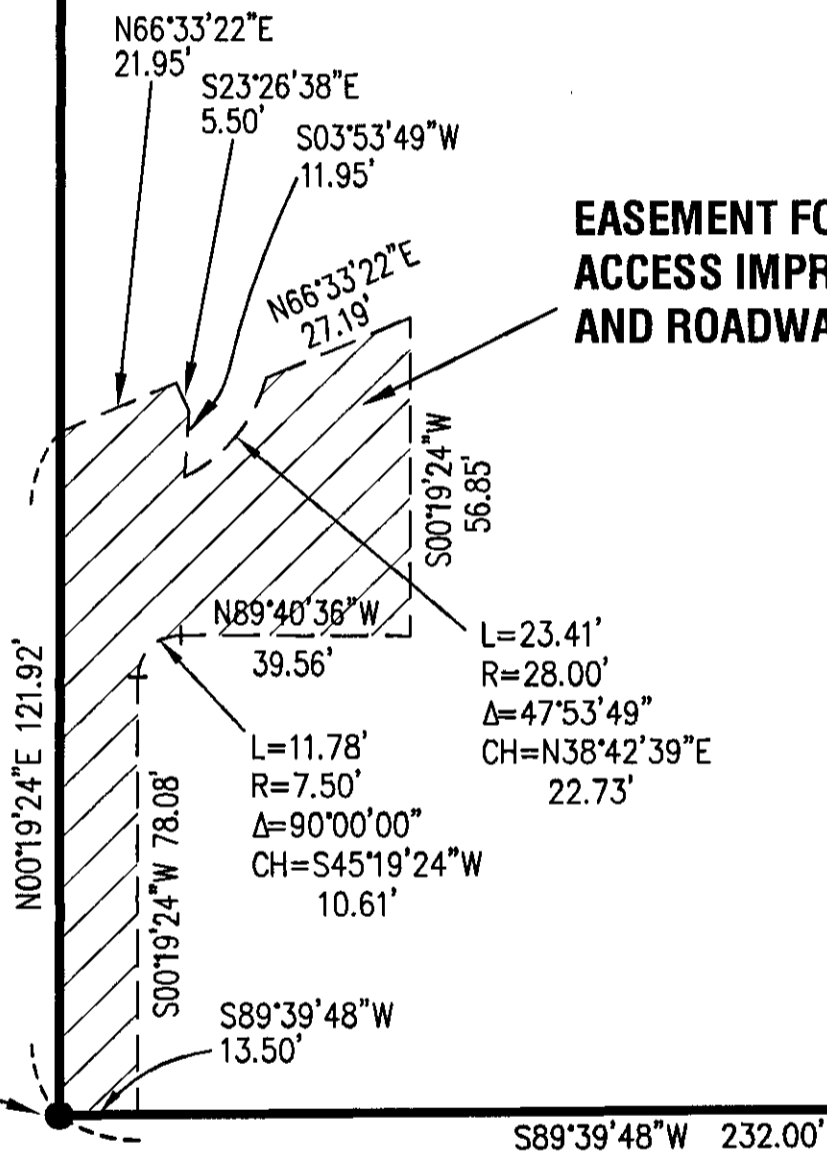
TAX LOT 100  
MAP 2S-1-05BA  
TRILLIUM WOODS, LLC  
DOCUMENT NO. 2015-097865

TAX LOT 2400  
MAP 1S-1-32DC

EASEMENT FOR  
ACCESS IMPROVEMENTS  
AND ROADWAY USE

SW WINTER-  
HAWK LANE

TRUE  
POINT OF  
BEGINNING  
5/8" IRON ROD  
AT ANGLE POINT  
IN NORTH LINE  
OF DOC. NO.  
87-037851



S00°17'21\"/>

TRACT "A"  
"PROGRESS RIDGE"

5/8" IRON ROD AT THE  
NORTHEAST CORNER OF  
DOC. NO. 87-037851

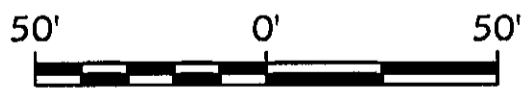
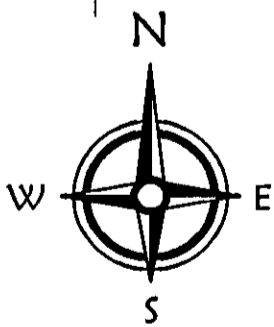
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 14, 1978  
DON DEVLAE MINCK  
1634

DATE OF SIGNATURE: 11/9/17  
EXPIRES 12/31/2019

TAX LOT 200  
MAP 2S-1-05BA  
RIKKI A. DECORMIER  
DOC. NO. 87-037851

**EXHIBIT "C"**  
**EASEMENT FOR  
ACCESS IMPROVEMENTS  
AND ROADWAY USE**



Scale: 1" = 50'

7522 Exh.dwg

**CMPASS** Land Surveyors  
4107 SE International Way, Suite 705  
Milwaukie, Oregon 97222 503-653-9093

**SITUATED IN THE N.W. 1/4 OF SECTION 5  
T.2S., R.1W., W.M., CITY OF BEAVERTON  
WASHINGTON COUNTY, OREGON**

2

2