

Washington County, Oregon
 02/16/2018 02:41:21 PM
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 \$55.00 \$5.00 \$11.00 \$20.00 - Total = \$91.00

2018-011876



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
 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

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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

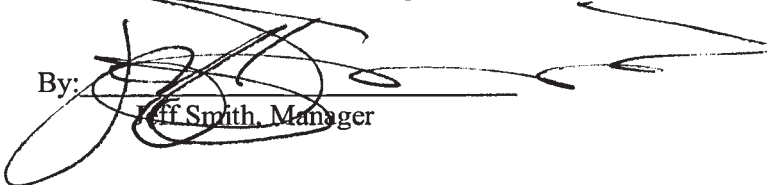
By: VERGEPOINTE CAPITAL FUND XIX, LP, a Delaware limited partnership, its sole member

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

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

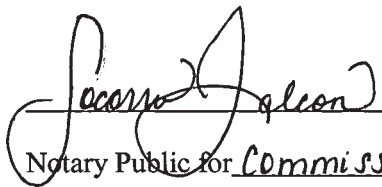
By: 
Scott Roberts, Manager

By: 
Matthew Vance, Manager

By: 
Jeff Smith, Manager

STATE OF Oregon)
)ss.
COUNTY OF Clackamas)

On this the 1st 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



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STATE OF Oregon)
)ss.
COUNTY OF Clackamas)

On this the 1st 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 1st 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 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

TRACT "B"

SW BUNTING ST.

15'
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

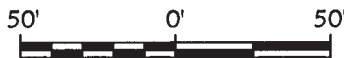
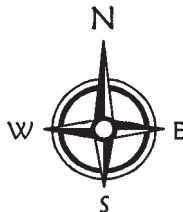
POINT OF COMMENCEMENT

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

OREGON
JULY 14, 1978
DON DEVLAEINCK
1634

DATE OF SIGNATURE: *4/1/17*
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

N75°13'20"E
1.36'

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

N15°21'32"W
89.93'

S15°21'25"E
900.0'

26'

N74°38'35"E
211.66'

**PUBLIC VEHICLE AND
UTILITY EASEMENT**

N74°38'35"E
51.02'

N23°26'38"W
24.89'

N66°33'22"E
133.29'

LOT 8
"BOB'S WINDSOR
PARK"

LOT 7
"BOB'S WINDSOR
PARK"

TAX LOT 2400
MAP 1S-1-32DC

CONTINUED ON
SHEET 3/4

SW WINTER-
HAWK LANE

S66°33'22"W
3.54'

N23°26'38"W
5.50'

S66°33'22"W
75.81'

N23°26'38"W
25.31'

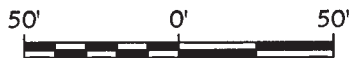
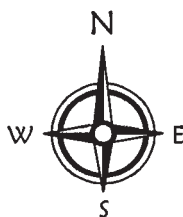
N67°56'36"E
8.07'

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



Scale: 1" = 50'
7522 Exh3.dwg

OREGON
JULY 14, 1978
DON DEVLAE MINCK
1634

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

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