

Washington County, Oregon **2020-052309**
06/15/2020 03:36:18 PM

D-EP Cnt=2 Stn=6 M FERNANDES
\$20.00 \$5.00 \$5.00 \$11.00 \$60.00 - Total =\$101.00



02608747202000523090040045

I, Margaret Garza, Interim 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.



Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio County Clerk

RETURN TO: Clean Water Services
Mail Stop 10
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Project: West End District
Tax Lot No.: 1S108DD00100
Square Feet: 9,477

PARTIAL RELEASE AND QUITCLAIM OF EASEMENT

Clean Water Services, a county service district formed under Oregon Revised Statutes Chapter 451, GRANTOR, hereby releases and quitclaims to Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, GRANTEE, whose address is 4440 SW 148th Avenue, Beaverton, OR 97078, all its right, title and interest in and to a portion of that permanent easement conveyed to Grantor and recorded in Book 807 Page 721, in the Washington County Deed Records, Oregon. The portion of the easement being released is described on Exhibit A attached hereto.

The consideration for this conveyance and release is \$400.

[See next page for signatures.]

CLEAN WATER SERVICES

APPROVED AS TO FORM

By: *M. C. [Signature]*
Chief Executive Officer or Designee

Kisa Hushay
District Counsel

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me on _____ (date)
by _____ (name of person) as
_____ (title) of Clean Water Services.

Notary Public

ACCEPTED

SISTERS OF ST. MARY OF OREGON CORPORATION,
an Oregon non-profit corporation

By: *Charlene Herinckx*
Charlene Herinckx
Its: President

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on February 21, 2020, by Charlene Herinckx, in her capacity as President of Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, as Grantee.



Katelyn Delph
Notary Public for Oregon
Print Name Katelyn Delph
My commission expires October 3, 2020



EXHIBIT A

February 18, 2020

LEGAL DESCRIPTION
Partial Quitclaim of Sewer Easement

Job No. 395-081

Quitclaim of that portion of the sewer easement granted in Book 807 Page 721, Washington County Records, lying within the land described as Parcel I in Document No. 2019-008400, Washington County Deed Records, in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, Washington County, State of Oregon, lying 10.00 feet on either side of the following described centerline:

COMMENCING at the Northeast corner of the land described in Document No. 2010-004027, Washington County Deed Records;

thence along the easterly boundary of said land described in Document No. 2010-00427, South 04° 16' 58" West, a distance of 24.00 feet to the POINT OF BEGINNING;

thence South 66° 38' 29" East, a distance of 255.43 feet;

thence South 85° 17' 29" East, a distance of 655.00 feet to the TERMINUS of the herein described centerline.

EXCEPTING THEREFROM, that portion of said strip of land lying within the existing Right-of-Way of SW Murray Boulevard (County Road No. 2065).

ALSO EXCEPTING THEREFROM, that portion of said strip of land lying outside of said Parcel I.

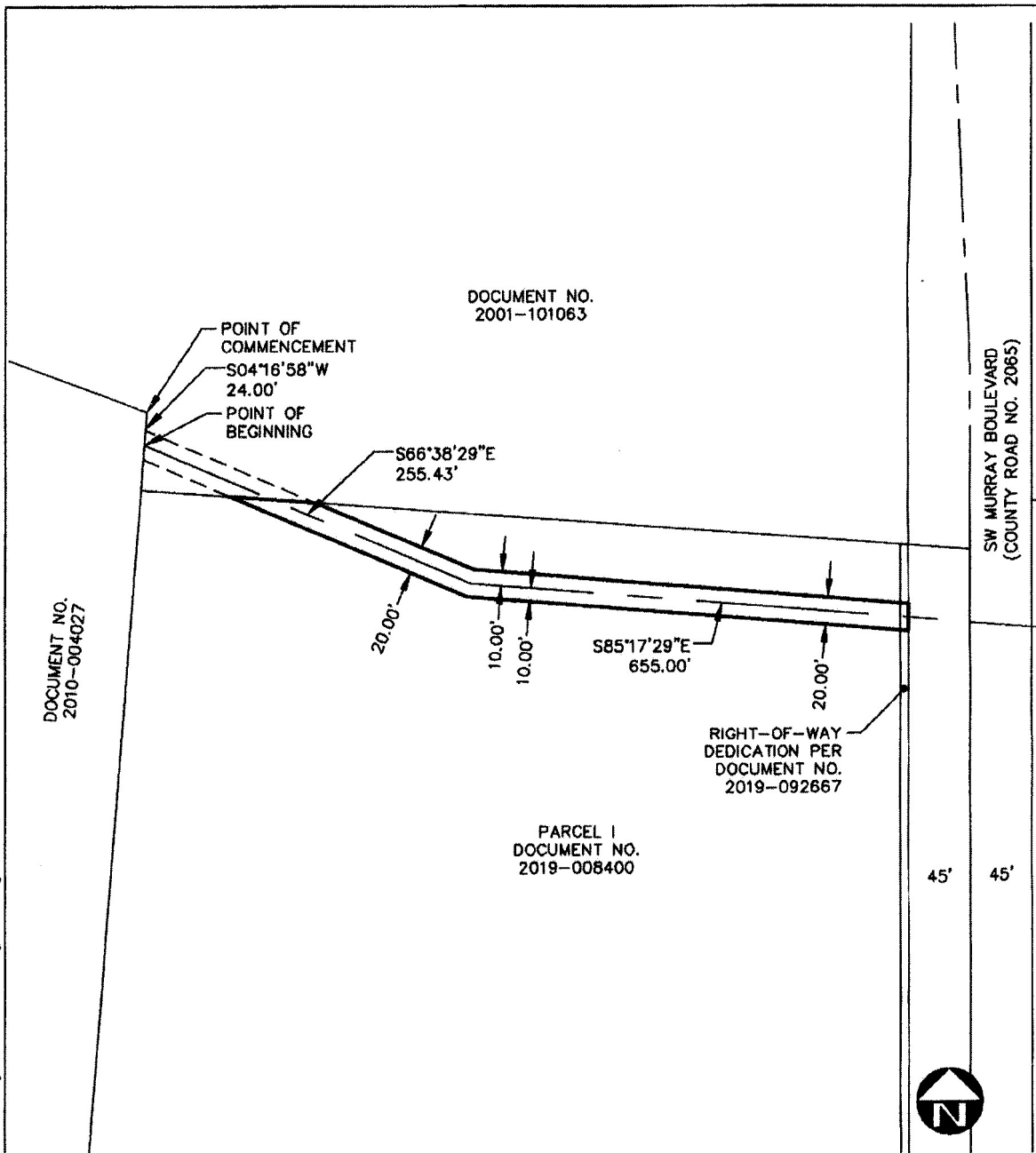
Containing 9,477 square feet, more or less.

Basis of bearings being the Sewer Easement as described in Book 807 Page 721, Washington County Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWES: 6/30/2021



N:\survey\395-081\09 Drawings\06 Survey\Legal\395081.Legal.Sewer.Quitclaim.dwg - SHEET: Legal Desc. Feb. 18, 20 - 10:29 AM Taleman

**EXHIBIT A
PARTIAL QUITCLAIM OF SEWER EASEMENT**

DRAWN BY: FAA DATE: 2/18/20
 REVIEWED BY: TCJ DATE: 2/18/20
 PROJECT NO.: 395-081
 SCALE: 1"=100'
 PAGE 2 OF 2



12564 SW Main St
 Tigard, OR 97223
 [T] 503-941-9484
 [F] 503-941-9485

RECORDING COVER SHEET

**PRIVATE STORMWATER FACILITIES
AGREEMENT AND TERMINATION OF
RECORDED DOCUMENT NO. 2019-091187**

Washington County, Oregon	2020-094664
D-AE	09/28/2020 01:06:19 PM
Stn=8 J CHOATE	
\$80.00 \$5.00 \$11.00 \$5.00 \$60.00	\$161.00
I, Margaret Garza, 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.	
Margaret Garza, Director of Assessment and Taxation, Ex-Officio County Clerk	

Legible copies of exhibits attached are available at City of Beaverton, City Recorder's Office.

**After recording return to:
City of Beaverton
Records Management
PO Box 4755
Beaverton, OR 97076**

AFTER RECORDING, RETURN TO:

City of Beaverton
Attn: RECORDS MANAGEMENT
PO Box 4755
Beaverton, OR 97076

NO CHANGE IN TAX STATEMENTS

OWNER: Sisters of Saint Mary
4440 SW 148th Avenue
Beaverton, OR 97078

CITY: City of Beaverton, an Oregon municipal corporation

**PRIVATE STORMWATER FACILITIES AGREEMENT
AND TERMINATION OF RECORDED DOCUMENT NO.2019-091187**

BACKGROUND

- A. Owner owns real property legally described in **Exhibit A** ("Property") and depicted in **Exhibit B**, both of which are attached and incorporated by these references.
- B. Owner developed or will develop the private stormwater facilities ("Facilities") listed in **Exhibit C**, which is attached and incorporated by this reference.
- C. The Facilities enable development of property while mitigating the impacts of additional surface water and pollutants associated with stormwater runoff prior to discharge from the property to the public stormwater system. The consideration for this Agreement is connection to the public stormwater system.
- D. The Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain and treat runoff in accordance with City's Engineering Design Manual.
- E. Failure to inspect and maintain the Facilities can result in unacceptable impacts to the public stormwater system.
- F. Owner and the City previously executed Recorded Document No. 2019-091187, Private Stormwater Facilities Agreement, which is attached as **Exhibit D** and will be terminated by this Private Stormwater Facilities Agreement and Termination of Recorded Document No.2019-091187 ("Agreement").

THE PARTIES AGREE AS FOLLOWS:

- 1. Owner's Obligations.
 - 1.1. Owner shall require its registered professional engineer responsible for the design to provide Owner with an Operations and Maintenance Plan (O&M Plan) for each Facility. The O&M Plan shall comply with the Clean Water Services Low Impact Development Approaches

Handbook, if applicable, and the manufacturer's operation and maintenance guidelines to determine the required frequency and maintenance required for each Facility in Exhibit C.

- 1.2. Owner, or his or her designee, agrees to operate, inspect, and maintain each Facility on the Property in accordance with the O&M Plan, including any subsequent modifications to the O&M Plan.
- 1.3. Owner shall maintain a log of inspection activities that shall be available to the City upon request, or during City inspections.
2. Deficiencies. All aspects in which the Facilities fail to satisfy the O&M Plan shall be noted as "Deficiencies."
3. Owner Corrections. All Deficiencies shall be corrected at Owner's expense within thirty (30) days' after completion of the inspection. If more than 30 days is reasonably needed to correct a Deficiency, Owner shall have a reasonable period to correct the Deficiency as long as the Owner: 1) begins correcting the Deficiency within the 30-day period, and 2) continues to work diligently until the Deficiency is remedied.
4. City Inspections. Owner grants City the right to inspect the Facilities. City will endeavor to give ten (10) days' prior written notice to Owner, except that no notice shall be required in case of an emergency. City shall determine whether Deficiencies need to be corrected. Owner shall be provided notice at the address provided at the beginning of this Agreement, or to another address Owner designates in writing to City. Owner will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 30 days of the date of the notice.
5. City Corrections. If correction of all Owner or City identified Deficiencies is not completed within thirty (30) days after the City provides notice and completes its inspection, the City shall have the right to have any Deficiencies corrected.
 - 5.1. The City shall: (i) have access to the Facilities for the purpose of correcting such Deficiencies, and (ii) shall bill Owner for all costs reasonably incurred by City for work performed to correct the Deficiencies (City Correction Costs) following Owner's failure to correct any Deficiencies in the Facilities.
 - 5.2. Owner shall pay City the City Correction Costs within thirty (30) days of the date of the invoice. Owner understands and agrees that upon non-payment, City Correction Costs shall be secured by a lien on the Property for the City Correction Cost amount plus interest and penalties.
6. Emergency Measures. If at any time City reasonably determines that the Facilities create any imminent threat to public health, safety or welfare, City may immediately and without prior notice to Owner take measures reasonably designed to remedy the threat. City shall provide notice of the threat and the measures taken to Owner as soon as reasonably practicable, and charge Owner for the cost of these corrective measures.

- 7. Owner's Warranty. Owner warrants to the City that the person executing this Agreement on behalf of Owner is duly authorized to enter this Agreement.
- 8. Breach; Remedies; Equitable Relief. Owner acknowledges that the rights granted to the City are unique in that money damages alone for breach of this Agreement by Owner are inadequate, and that the City may bring an action at law or a suit in equity to obtain relief, including specific performance, injunctive relief and any other available equitable remedy.
- 9. Legal Effect; Shall Run with the Land. This Agreement shall become effective and binding on the date signed by the Owner and inure to the benefit of Owner and the City, and their respective heirs, personal representatives, successors and assigns. This Agreement shall run with the land.
- 10. Amendments. The terms of this Agreement may be amended only by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this Agreement, and shall be valid only when executed by the owners of the Property and the City, and recorded in the Official Records of the county where the Property is located.
- 11. Attorneys' Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, each party shall bear the expense of its own attorney fees and costs incurred in connection with such action.
- 12. Severability. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and if there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation to which the parties have no legal right to contract, the latter shall prevail. However, the provision of this Agreement, which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and all other provisions of the Agreement shall remain in effect.
- 13. Waiver. Either Party's failure to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 14. Termination of Recorded Document No. 2019-091187. Recorded Document No. 2019-091187 is terminated and replaced by this Agreement and its Exhibits.

THIS AGREEMENT is entered into this ____ day of _____, 20__, and will be recorded in Washington County.

CITY:



 Mayor, City of Beaverton

Approved as to form:

Approved as to legal description:

Peter Livingston
City Attorney

David A. Winkler
City Surveyor PLS 2145

SIGNATURES CONTINUE ON FOLLOWING PAGE

INDIVIDUAL OWNER(S) SIGN BELOW:

Owner's Signature

Printed Name

STATE OF OREGON)
) ss.

County of _____)

This instrument was acknowledged before me on _____, 20__ by _____ (Name).

Notary Public for _____
My commission expires _____

Second Owner's Signature (if applicable)

Printed Name

STATE OF OREGON)
) ss.

County of _____)

This instrument was acknowledged before me on _____, 20__ by _____ (Name).

Notary Public for _____
My commission expires _____

PARTNERSHIP, LLC, CORPORATION, TRUST, OR OTHER LEGAL ENTITY SIGN BELOW:

Sisters of St Mary of Oregon Corporation
Entity name

Francine Duncan
Signature

Francine Duncan, President
Printed Name of Person, Title

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on July 17, 2020 by Francine Duncan (Name of person) President (Title) of Sisters of St. Mary of Oregon Corp (Name of entity).

Yolanda Barrueta-Digesti
Notary Public for Oregon
My commission expires 8/19/2023

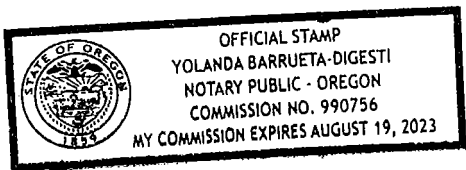




EXHIBIT A

September 5, 2019

LEGAL DESCRIPTION

Job No. 395-081

The land described in Document No. 2019-008400, the land described in Book 716 Page 57, Washington County Deed Records, and public Right-of-Way in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of said land described in Document No. 2019-008400;

thence along the northerly line of said land and its extension, South 85° 41' 13" East, a distance of 601.11 feet to a point on the Right-of-Way centerline of SW Murray Boulevard (County Road No. 2065);

thence along said Right-of-Way centerline, South 00° 12' 30" East, a distance of 1078.52 feet to the Right-of-Way centerline intersection of said SW Murray Boulevard and Tualatin Valley Highway (Highway 8);

thence along the Right-of-Way centerline of said Tualatin Valley Highway, North 81° 33' 02" West, a distance of 687.85 feet;

thence along the westerly line of said land described in Document No. 2019-008400 and its extension, North 04° 18' 31" East, a distance of 1025.55 feet to the POINT OF BEGINNING.

Containing 15.494 acres, more or less.

Basis of bearings being the centerline of SW Murray Boulevard (County Road No. 2065) per Plat of County Road No. 2065, Washington County Survey Records.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 9, 2002 TRAVIS C. JANSEN 57751

RENEWS: 6/30/2021

DOCUMENT NO.
2001-101063

S85°41'13"E 601.11'

POINT OF BEGINNING

DOCUMENT NO.
2019-008400

N04°18'31"E 1025.55'

DOCUMENT NO.
2010-004027

45' 45'

SW MURRAY BOULEVARD
(COUNTY ROAD NO. 2065) S00°12'30"E 1078.52'

BOOK 716
PAGE 57

60'

TUALATIN VALLEY HIGHWAY
(HIGHWAY 8)

N81°33'02"W 687.85'



EXHIBIT B

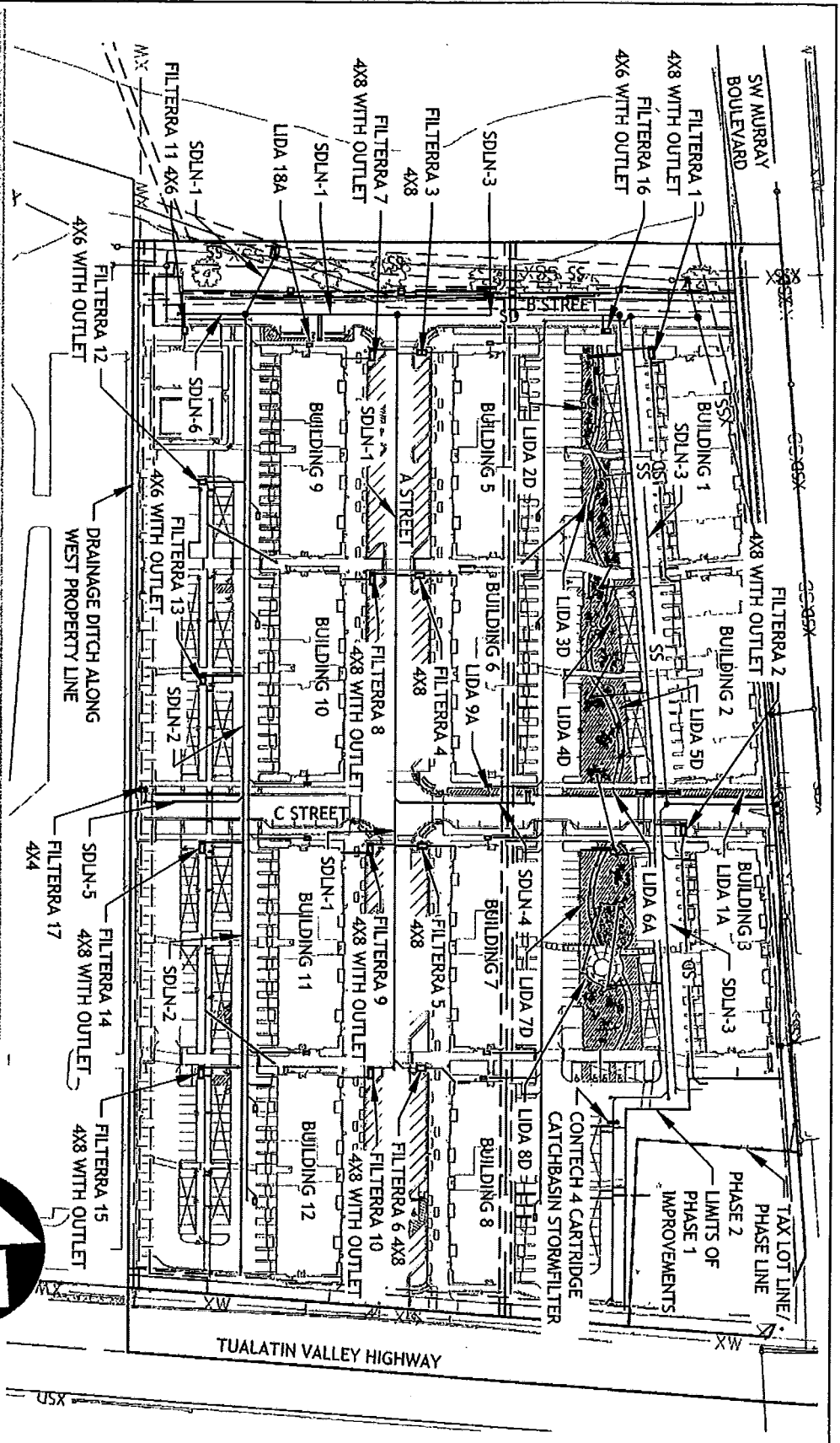
DRAWN BY: FAA DATE: 9/5/19
 REVIEWED BY: TCJ DATE: 9/5/19
 PROJECT NO.: 395-081
 SCALE: 1"=150'
 PAGE 1 OF 1



12564 SW Main St
 Tigard, OR 97223
 [T] 503-941-9484
 [F] 503-941-9485

N:\proj\395-081\09 Drawings\06 Survey\Legals\395081.Legal\Private Stormwater.dwg - SHEET: Legal Desc Sep. 5, 19 - 10:23 AM fatemah

\\s03\315-08\109\Drawings\04\7\16\6\2017 - General\315081 STORM FACILITY EDN 04.dwg, \$REV: 8, \$DATE: 11/23/2017, \$16pm.gnsell



LEGEND

- PROPOSED SANITARY SEWER
- EX SANITARY SEWER
- PROPOSED STORM DRAIN
- EX STORM DRAIN
- PROPOSED PUBLIC MAIN WATER LINE
- PROPOSED PRIVATE WATER LINE
- PROPOSED FDC LEADER WATER LINE
- PROPOSED FIRE LINE
- EX WATER LINE
- PROPOSED SANITARY MANHOLE
- EX SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- EX SANITARY CLEANOUT
- PROPOSED STORM MANHOLE
- EX STORM MANHOLE
- PROPOSED CATCH BASIN
- EX CATCH BASIN
- PROPOSED STORM CLEANOUT
- EX STORM CLEANOUT
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED FIRE HYDRANT
- EX FIRE HYDRANT
- SDBI
- STORM BEEHIVE INLET
- SDCO
- STORM CLEANOUT
- SDMH
- 48" STORM MANHOLE
- SDHW
- STORM OUTFALL AND RIP RAP



STORM NOTES:

1. STORM WATER MANAGEMENT PER COB EDM 2007 AND CWS DCS 2017.

UrbanForm

DATE: 11/23/2017

REVISIONS

NO.	DATE	DESCRIPTION

WEST END DISTRICT

PRIVATE STORM OVERALL EXHIBIT



PROJECT NO.: 395-081
 TYPE: CONST
 REVIEWED BY: KCS

12564 SW Main St, Tigard, OR 97226
 (T) 503-941-9484 (F) 503-941-9485



EXHIBIT D

AFTER RECORDING, RETURN TO:

City of Beaverton
Attn: Public Works, Operations Division
PO Box 4755
Beaverton, OR 97005

Washington County, Oregon	2019-091187
D-AE	
Stn=8 J CHOATE	12/16/2019 12:00:19 PM
\$35.00 \$11.00 \$5.00 \$60.00	\$111.00
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	

NO CHANGE IN TAX STATEMENTS

OWNER: Sisters of Saint Mary
4440 SW 148th Avenue, Beaverton, OR 97078

CITY: City of Beaverton, an Oregon municipal corporation

PRIVATE STORMWATER FACILITIES AGREEMENT

BACKGROUND

- A. Owner owns real property legally described in **Exhibit A** ("Property") and depicted in **Exhibit B**, both of which are attached and incorporated by these references.
- B. Owner developed or will develop the private stormwater facilities ("Facilities") listed in **Exhibit C**, which is attached and incorporated by this reference.
- C. The Facilities enable development of property while mitigating the impacts of additional surface water and pollutants associated with stormwater runoff prior to discharge from the property to the public stormwater system. The consideration for this Agreement is connection to the public stormwater system.
- D. The Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain and treat runoff in accordance with City's Engineering Design Manual.
- E. Failure to inspect and maintain the Facilities can result in unacceptable impacts to the public stormwater system.

THE PARTIES AGREE AS FOLLOWS:

1. Owner's Obligations.

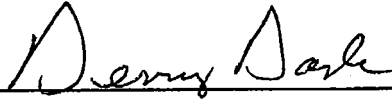
- 1.1. Owner shall require its registered professional engineer responsible for the design to provide Owner with an Operations and Maintenance Plan (O&M Plan) for each Facility. The O&M Plan shall comply with the Clean Water Services Low Impact Development Approaches Handbook, if applicable, and the manufacturer's operation and maintenance guidelines to determine the required frequency and maintenance required for each Facility in Exhibit C.
- 1.2. Owner, or his or her designee, agrees to operate, inspect, and maintain each Facility on the Property in accordance with the O&M Plan, including any subsequent modifications to the O&M Plan.

- 1.3. Owner shall maintain a log of inspection activities that shall be available to the City upon request, or during City inspections.
2. **Deficiencies.** All aspects in which the Facilities fail to satisfy the O&M Plan shall be noted as "Deficiencies."
3. **Owner Corrections.** All Deficiencies shall be corrected at Owner's expense within thirty (30) days' after completion of the inspection. If more than 30 days is reasonably needed to correct a Deficiency, Owner shall have a reasonable period to correct the Deficiency as long as the Owner: 1) begins correcting the Deficiency within the 30-day period, and 2) continues to work diligently until the Deficiency is remedied.
4. **City Inspections.** Owner grants City the right to inspect the Facilities. City will endeavor to give ten (10) days' prior written notice to Owner, except that no notice shall be required in case of an emergency. City shall determine whether Deficiencies need to be corrected. Owner shall be provided notice at the address provided at the beginning of this Agreement, or to another address Owner designates in writing to City. Owner will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 30 days of the date of the notice.
5. **City Corrections.** If correction of all Owner or City identified Deficiencies is not completed within thirty (30) days after the City provides notice and completes its inspection, the City shall have the right to have any Deficiencies corrected.
 - 5.1. The City shall: (i) have access to the Facilities for the purpose of correcting such Deficiencies, and (ii) shall bill Owner for all costs reasonably incurred by City for work performed to correct the Deficiencies (City Correction Costs) following Owner's failure to correct any Deficiencies in the Facilities.
 - 5.2. Owner shall pay City the City Correction Costs within thirty (30) days of the date of the invoice. Owner understands and agrees that upon non-payment, City Correction Costs shall be secured by a lien on the Property for the City Correction Cost amount plus interest and penalties.
6. **Emergency Measures.** If at any time City reasonably determines that the Facilities create any imminent threat to public health, safety or welfare, City may immediately and without prior notice to Owner take measures reasonably designed to remedy the threat. City shall provide notice of the threat and the measures taken to Owner as soon as reasonably practicable, and charge Owner for the cost of these corrective measures.
7. **Owner's Warranty.** Owner warrants to the City that the person executing this Agreement on behalf of Owner is duly authorized to enter this Agreement.
8. **Breach; Remedies; Equitable Relief.** Owner acknowledges that the rights granted to the City are unique in that money damages alone for breach of this Agreement by Owner are inadequate, and that the City may bring an action at law or a suit in equity to obtain relief, including specific performance, injunctive relief and any other available equitable remedy.

- 9. Legal Effect; Shall Run with the Land. This Agreement shall become effective and binding on the date signed by the Owner and inure to the benefit of Owner and the City, and their respective heirs, personal representatives, successors and assigns. This Agreement shall run with the land.
- 10. Amendments. The terms of this Agreement may be amended only by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this Agreement, and shall be valid only when executed by the owners of the Property and the City, and recorded in the Official Records of the county where the Property is located.
- 11. Attorneys' Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, each party shall bear the expense of its own attorney fees and costs incurred in connection with such action.
- 12. Severability. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and if there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation to which the parties have no legal right to contract, the latter shall prevail. However, the provision of this Agreement, which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and all other provisions of the Agreement shall remain in effect.
- 13. Waiver. Either Party's failure to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.


THIS AGREEMENT is entered into this ___ day of _____, 20___, and will be recorded in Washington County.

CITY:



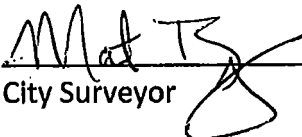
 Mayor, City of Beaverton

Approved as to form:



 City Attorney

Approved as to legal description:



 City Surveyor

SIGNATURES CONTINUE ON FOLLOWING PAGE

PRIVATE STORM FACILITIES AGREEMENT

INDIVIDUAL OWNER(S) SIGN BELOW:

Denny Doyle
Owner's Signature

Denny Doyle
Printed Name

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on
_____, 20__ by
_____(Name).

Notary Public for _____
My commission expires _____

Second Owner's Signature (if applicable)

Printed Name

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on
_____, 20__ by
_____(Name).

Notary Public for _____
My commission expires _____

PARTNERSHIP, LLC, CORPORATION, TRUST, OR OTHER LEGAL ENTITY SIGN BELOW:

Sisters of St. Mary of Oregon Corporation
Entity name

Sr. Charlene Herinckx
Signature

Sr. Charlene Herinckx, President
Printed Name of Person, Title

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on
September 9, 2019 by
Sr. Charlene Herinckx (Name of person)
President (Title) of
Sisters of St. Mary of Oregon Corporation (Name of entity).

Katelyn Delph
Notary Public for Oregon
My commission expires October 3, 2020





EXHIBIT A

September 5, 2019

LEGAL DESCRIPTION

Job No. 395-081

The land described in Document No. 2019-008400, the land described in Book 716 Page 57, Washington County Deed Records, and public Right-of-Way in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of said land described in Document No. 2019-008400;

thence along the northerly line of said land and its extension, South 85° 41' 13" East, a distance of 601.11 feet to a point on the Right-of-Way centerline of SW Murray Boulevard (County Road No. 2065);

thence along said Right-of-Way centerline, South 00° 12' 30" East, a distance of 1078.52 feet to the Right-of-Way centerline intersection of said SW Murray Boulevard and Tualatin Valley Highway (Highway 8);

thence along the Right-of-Way centerline of said Tualatin Valley Highway, North 81° 33' 02" West, a distance of 687.85 feet;

thence along the westerly line of said land described in Document No. 2019-008400 and its extension, North 04° 18' 31" East, a distance of 1025.55 feet to the POINT OF BEGINNING.

Containing 15.494 acres, more or less.

Basis of bearings being the centerline of SW Murray Boulevard (County Road No. 2065) per Plat of County Road No. 2065, Washington County Survey Records.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 9, 2002 TRAVIS C. JANSEN 57751

RENEWS: 6/30/2021

DOCUMENT NO.
2001-101063

S85°41'13"E 601.11'

POINT OF
BEGINNING

DOCUMENT NO.
2019-008400

DOCUMENT NO.
2010-004027

N04°18'31"E 1025.55'

45' 45'

SW MURRAY BOULEVARD
(COUNTY ROAD NO. 2065) S00°12'30"E 1078.52'

BOOK 716
PAGE 57

60'

TUALATIN VALLEY HIGHWAY
(HIGHWAY 8)

N81°33'02"W 687.85'



EXHIBIT B

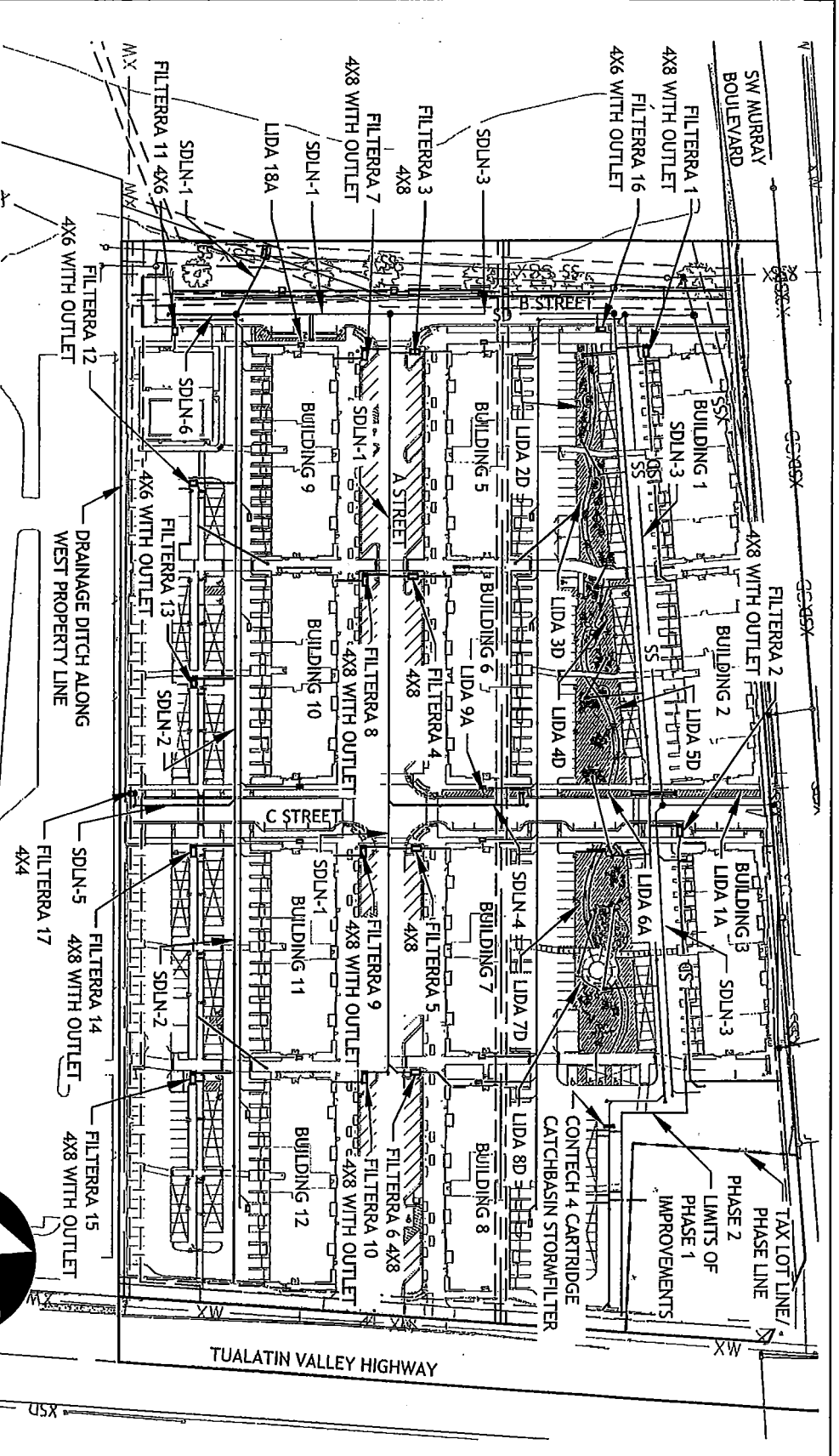
DRAWN BY: FAA DATE: 9/5/19
REVIEWED BY: TCJ DATE: 9/5/19
PROJECT NO.: 395-081
SCALE: 1"=150'

PAGE 1 OF 1



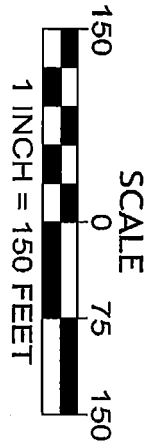
12564 SW Main St
Tigard, OR 97223
[T] 503-941-9484
[F] 503-941-9485

N:\proj\215-001\101 Drawing\04 CHA\EXHIBIT - General\315061.STORM FACILITY ED02M.dwg - SHEET: 8.5x11L Rev 25, 2019 - 5:16pm gorsell



LEGEND

- PROPOSED SANITARY SEWER
- EX SANITARY SEWER
- PROPOSED STORM DRAIN
- EX STORM DRAIN
- PROPOSED PUBLIC MAIN WATER LINE
- PROPOSED PRIVATE WATER LINE
- PROPOSED FDC LEADER WATER LINE
- PROPOSED FIRE LINE
- EX WATER LINE
- PROPOSED SANITARY MANHOLE
- EX SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT
- EX SANITARY CLEANOUT
- PROPOSED STORM MANHOLE
- ⊙ EX STORM MANHOLE
- PROPOSED CATCH BASIN
- EX CATCH BASIN
- PROPOSED STORM CLEANOUT
- ⊙ EX STORM CLEANOUT
- ⊙ PROPOSED FIRE DEPARTMENT CONNECTION
- ⊙ PROPOSED FIRE HYDRANT
- ⊙ EX FIRE HYDRANT
- ⊙ STORM BEEHIVE INLET
- ⊙ STORM CLEANOUT
- ⊙ 48" STORM MANHOLE
- ⊙ STORM OUTFALL AND RIP RAP



STORM NOTES:

1. STORM WATER MANAGEMENT PER COB EDM 2007 AND CWS DCS 2017.

UrbanForm

DATE: 11/25/2019

REVISIONS
NO. DATE DESCRIPTION

WEST END DISTRICT

PRIVATE STORM OVERALL EXHIBIT



12504 SW Main St Tigard, OR 97222
[T] 503-941-9484 [F] 503-941-9482

PROJECT NO.: 395-081
TYPE: CONST.
REVIEWED BY: KCS

EX C

Washington County, Oregon
01/13/2020 02:21:07 PM
D-E Cnt=1 Stn=2 S AKINS
\$25.00 \$5.00 \$11.00 \$60.00 - Total =\$101.00

2020-003015



0255630120200030150050053

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



RETURN TO: Clean Water Services
Mail Stop 10
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Project:
Tax Lot No.:
Square Feet:

EASEMENT FOR WATER QUALITY PRESERVATION AND STORM AND SURFACE WATER DRAINAGE

GRANTOR'S NAME: Sisters of St. Mary of Oregon Corporation,
an Oregon non-profit corporation

ADDRESS: 4440 S.W. 148th Avenue, Beaverton, OR 97078

GRANTOR, owner of the property described herein, has the authority and does hereby grant, convey and warrant unto Clean Water Services, GRANTEE, a non-exclusive perpetual easement in gross to use the real property described in Exhibit A attached hereto and by this reference incorporated herein (Easement Area) for water quality preservation and storm and surface water drainage. This easement includes the right to construct and perpetually maintain storm and surface water drainage and water quality facilities (including vegetation) under, and in the Easement Area. This easement includes the right to access the above described easement over and across the land of the GRANTOR for the purpose of maintenance of the easement and facilities therein. This easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns. GRANTEE shall not have any responsibility for pre-existing environmental contamination or for environmental contamination caused by GRANTOR or any third party of the Easement Area.

The consideration for this grant is non-monetary.

Additional terms and conditions set forth below are hereby agreed to and binding upon the parties to this easement:

1. No structure shall be erected on the Easement Area without the written consent of the GRANTEE, such consent not to be unreasonably withheld, conditioned or delayed.
2. One purpose of this easement shall be to preserve water quality by maintaining native vegetation and habitat conditions within the Easement Area. GRANTOR agrees that

any vegetation planted by GRANTEE within the Easement Area shall not be removed, destroyed, mowed, altered or sprayed with biocides. GRANTOR may make additional plantings of Oregon native species within the Easement Area and may prune planted vegetation with approval of GRANTEE.

3. GRANTOR agrees that there shall be no filling, excavating or dredging; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the grade or topography of the Easement Area in any manner unless authorized by GRANTEE.
4. GRANTOR agrees that there shall be no damming, dredging or other activities that may be detrimental to water quality within the Easement Area. The scope of this easement includes GRANTEE'S right to remove any barrier to natural creek flow within the Easement Area that may cause flooding of structures subject to the terms of necessary federal, state and local permits. GRANTOR agrees that any activities within the Easement Area which are, in the opinion of the GRANTEE, inconsistent with preserving the natural condition of the Easement Area are prohibited and may be subject to enforcement action.
5. GRANTEE shall take action to enforce the terms of this Easement. Enforcement shall include abatement of any prohibited condition or activity within the Easement Area by all means provided under Clean Water Services' Ordinances and Resolution and Orders, and federal and state laws.
6. GRANTEE and its contractors shall confine construction operations to within the Easement Area or make special arrangements with GRANTOR if additional area or access is required.
7. During the time that work is in progress, GRANTEE and GRANTEE'S contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, excess fill material, etc., shall be removed as soon as practicable. Should the site not be maintained in satisfactory condition, GRANTEE may cause the work to stop until the cleanup portion of the work has been done to the satisfaction of GRANTOR and GRANTEE.

GRANTOR:

Sisters of St. Mary of Oregon Corporation,
an Oregon non-profit corporation

By: Charlene Herinckx

Its: President

ACCEPTED

APPROVED AS TO FORM

CLEAN WATER SERVICES

By: [Signature]
Chief Executive Officer or Designee
Clean Water Services

Nisa Husky
District Counsel

STATE OF OREGON)
County of Washington)

This instrument was acknowledged before me on December 17 2019, by Charlene Herinckx, in her capacity as President of Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, as Grantor.

[Signature]
Notary Public





EXHIBIT A

September 27, 2019

LEGAL DESCRIPTION

Job No. 395-081

Easement for Water Quality Preservation & Storm and Surface Water Drainage

An easement within the land described as Parcel I in Document No. 2019-008400, Washington County Deed Records, in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of said land described as Parcel I in Document No. 2019-008400;

thence along the northerly line of said land, South 85° 41' 13" East, a distance of 549.95 feet to a point on a line being parallel with and 51.00 feet westerly of the centerline of SW Murray Boulevard (County Road No. 2065);

thence along said parallel line, South 00° 12' 30" East, a distance of 44.30 feet;

thence leaving said parallel line, North 85° 41' 29" West, a distance of 506.94 feet;

thence North 04° 18' 31" East, a distance of 11.45 feet;

thence North 85° 41' 29" West, a distance of 30.00 feet;

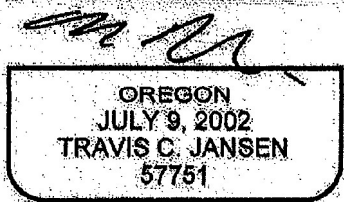
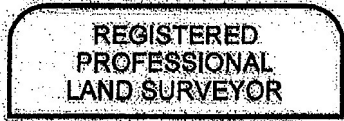
thence South 04° 18' 31" West, a distance of 12.70 feet;

thence North 85° 41' 29" West, a distance of 16.50 feet to a point on the westerly line of said land;

thence along said westerly line, North 04° 18' 31" East, a distance of 45.45 feet to the POINT OF BEGINNING.

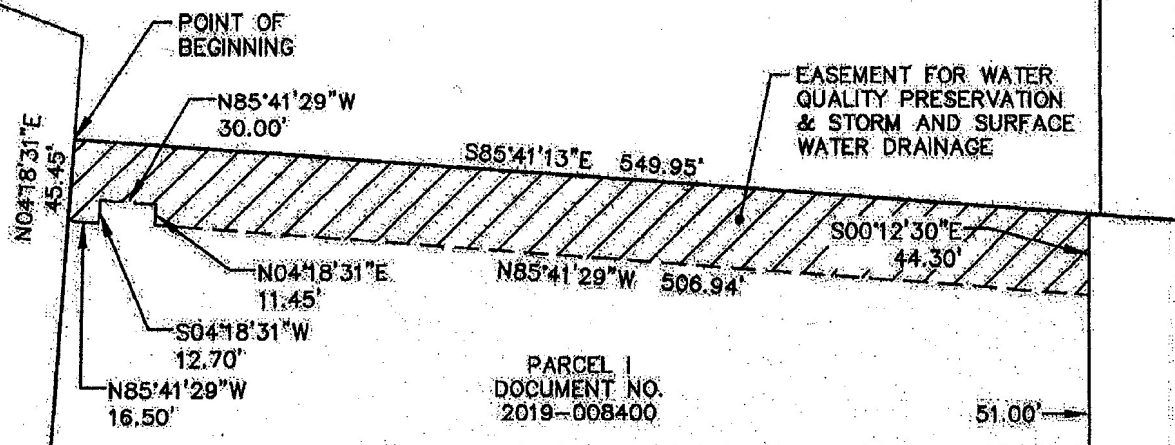
Containing 24,054 square feet, more or less.

Basis of bearings being the centerline of SW Murray Boulevard (County Road No. 2065) per plat of County Road 2065, Washington County Road Records.



RENEWS: 6/30/2021

DOCUMENT NO.
2001-101063



N:\proj\395-081\09 Drawings\09 Survey\Legal\395081.Legal\Buffer Easement.dwg - SHEET: Legal Disc 5 Sep 27 19 3:01 PM goner



EXHIBIT A
EASEMENT FOR WATER QUALITY PRESERVATION & STORM AND SURFACE WATER DRAINAGE

DRAWN BY: GPS DATE: 09/27/19

REVIEWED BY: TCJ DATE: 09/27/19

PROJECT NO.: 395-081

SCALE: 1"=100'

PAGE 2 OF 2



12564 SW Main St
Tigard, OR 97223
[T] 503-941-9484
[F] 503-941-9485



Washington County, Oregon	2020-123622
D-E	
Stn=11 C WHITE	12/04/2020 09:06:17 AM
\$75.00 \$11.00 \$5.00 \$60.00	\$151.00
I, Margaret Garza, 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.	
Margaret Garza, Director of Assessment and Taxation, Ex-Officio County Clerk	

After Recording Please Return To:
 Portland General Electric Company
 Attn: Property Services
 121 SW Salmon Street, 1WTC1302
 Portland, Oregon 97204-9951

Grantor's Mailing Address:
 4440 S.W. 148th Avenue
 Beaverton, OR 97078
 Attn: President

(Space above this line for Recorder's use)

Grantor: **Sisters of St. Mary of Oregon Corporation**

Grantee: **Portland General Electric Company**

APN/APN2: 1S108DD 00100 / R0050900
 1S108DD 00200 / R0050919
 1S108DD 00300 / R0050928

PGE UTILITY EASEMENT

For good and valuable consideration and the mutual promises of the parties contained herein, the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **SISTERS OF ST. MARY OF OREGON CORPORATION**, an Oregon non-profit corporation ("**Grantor**") hereby grants, conveys and warrants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, perpetual easement (the "**Easement**") on, under, upon, through and across the real property situated in Washington County, Oregon as further described in Exhibit A attached hereto (the "**Property**") for the purposes and on the terms and conditions more fully described herein.

The Easement shall affect the areas of the Property as described in Exhibit B (the "**Easement Area**"). As used herein, the term "**Systems**" shall include a variable number of underground wires, circuits, conduits utility vaults, transformers and related equipment as Grantee reasonably deems necessary for the purpose of transmission, distribution, and sale of electricity and for communications related thereto.

Grantee's Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve and remove one or more Systems and the right to derive income therefrom (collectively, the "**Permitted Use**"). During any construction, inspection, repair, maintenance or removal of the Systems in the Easement Area, Grantee shall have the right to enter

onto portions of the Property adjacent to the Easement Area as reasonably necessary for the Permitted Use. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the reasonable judgment of Grantee, may endanger or interfere with the safe operation of the systems or which is necessary to protect the Systems from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis.

Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use does not unreasonably interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. For avoidance of doubt, the installation of flatwork, alleys, drive aisles, sidewalks, and landscaping in the Easement Area by Grantor is permissible. If Grantee is required to modify the Easement or relocate the Easement Area or Systems solely because of any Grantor use of and/or condition of the Property in violation of the Easement after the provision of written notice to Grantor of such violation and the opportunity to cure the same, the reasonable cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder and subject to Grantee's restoration obligations set forth elsewhere in this instrument, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

Protection of Grantor's Improvements. In connection with the exercise of its rights under the Easement, Grantee shall use commercially reasonable efforts to avoid causing damage to, or interference with, any use of the improvements on or within the Property (including, without limitation, any other utility lines installed under, across or within the Property). Prior to the initial installation of the System and thereafter upon Grantor's request with commercially reasonable notice, Grantee shall mark on the surface of the Easement Area the exact location of Grantee's actual or anticipated Systems in the Easement Area.

Obligations of Grantee. In making use of the Easement, Grantee shall: (a) use commercially reasonable efforts to provide for the safety and convenience of all persons entering onto the Property pursuant thereto and (b) after the performance of any work in connection with the Easement, replace and restore, at Grantee's sole cost and expense, such area and/or improvements (including, without limitation, any buildings, landscaping or drainage systems or other improvements) disturbed by such work to the condition of such area and/or improvements prior to the performance of such work.

Liens. Grantee shall not permit any claim, lien or other encumbrance arising from Grantee's use of the Easement to accrue against or attach to the Easement Area or the Property.

Compliance with Laws. Grantee shall construct and maintain the Systems in accordance with all applicable laws, rules, regulations and governmental requirements.

Indemnity. Grantee shall indemnify, protect, defend and hold harmless Grantor, and West End Beaverton, LLC, their successors and assigns from any and all claims, liabilities, costs, damages, and expenses (including without limitation attorneys' fees) arising out of any act or omission of Grantee or any of Grantee's agents or employees on or about the Easement Area, except to the extent caused by the negligence or willful misconduct of Grantor or its agents or employees.

Insurance. Prior to commencing any work on the Property, and thereafter for the duration of the Easement, Grantee shall maintain in force, at its expense, general liability insurance, including contractual liability, issued by a company with an AM Best rating of at least A-VII and licensed to do

business within the State of Oregon, insuring Grantee and including Grantor and West End Beaverton, LLC as an additional insured but only to the extent of Grantee's contractually assumed indemnity obligations under this instrument. Such insurance shall be provided by a policy with a limit of at least \$2,000,000 per occurrence, \$5,000,000 general aggregate and \$5,000,000 products-completed operations aggregate for injury, death or property damage, insuring against the liability of Grantee arising out of, or in connection with Grantee's use of the Property (the "**Insurance**") provided that such Insurance shall not otherwise reduce Grantee's liability under this Easement. At Grantee's sole discretion and if permitted by applicable law, Grantee may self-insure such liability insurance consistent with Grantee's risk management practices. The Insurance shall be primary insurance insofar as Grantee and Grantor are concerned, with any other insurance maintained by Grantor being excess and non-contributing with the Insurance required hereunder. Prior to commencing the initial installation of the Systems and thereafter upon request of Grantor, Grantee shall provide a certificate evidencing its Insurance, and all renewals thereof, to Grantor as a condition precedent to Grantor's rights under this Easement. Grantee shall ensure that all of its agents and employees entering on to the Property shall be covered by workers' compensation insurance as required by law.

Representations and Warranties. Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property, subject to all matters of record and such matters that a true and correct ALTA survey would disclose (collectively, the "**Permitted Encumbrances**"; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever, except as otherwise disclosed by the Permitted Encumbrances; and that the execution and performance of this Easement by Grantor is duly authorized. Grantee represents, covenants, and warrants to Grantor that the execution and performance of this instrument by Grantee is duly authorized.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. Each of the foregoing shall be without further compensation to Grantor, but such cooperation shall be at no expense to Grantor.

Liabilities. In no event shall Grantor or Grantee be liable to each other or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from a party's sole, joint or concurrent negligence. Grantee accepts the condition of the Property in its AS IS condition with all faults.

Applicable Law/Costs and Attorney Fees. This instrument and the Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event of any proceeding related to this instrument, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred in connection with such proceeding, including on appeal. Such sums shall be in addition to all other sums provided by law.

Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This instrument may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto. This instrument may be executed in counterparts, and such counterparts together

shall constitute but one original. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and Grantee and shall inure to the benefit of Grantor and Grantee, and their respective successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

*(Remainder of Page Intentionally Left Blank;
Signature Page Follows)*

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement effective as of the 16th day of October, 2020.

GRANTOR:

SISTERS OF ST. MARY OF OREGON CORPORATION,
an Oregon non-profit corporation

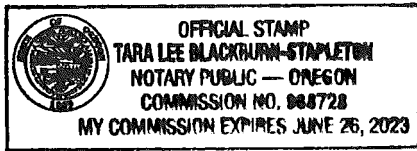
By: FRANCINE A DUNCAN
Name: Francine A Duncan
Title: President

ACKNOWLEDGMENT

STATE OF Oregon)
) ss.
COUNTY OF Washington)

I certify that I know or have satisfactory evidence that Francine A. Duncan is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as President of SISTERS OF ST. MARY OF OREGON CORPORATION, an Oregon non-profit corporation, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-16-2020, 2020.



[Signature]
Notary Public
My commission expires: 6/26/2023

GRANTEE:

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By: [Signature]
Name: Jennifer Santhouse
Title: Manager, Property Services

ACKNOWLEDGMENT

STATE OF Oregon)
) ss.
COUNTY OF Multnomah

I certify that I know or have satisfactory evidence that Jennifer Santhouse is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as Manager of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 3, 2020.



[Signature]
Notary Public

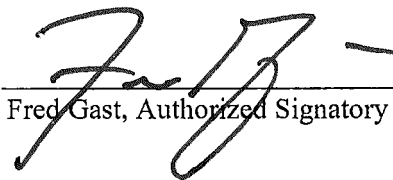
My commission expires: 12/26/22

**CONSENT AND AGREEMENT
OF
WEST END BEAVERTON, LLC**

West End Beaverton, LLC, a Delaware limited liability company ("Tenant"), as the tenant of the Property described on Exhibit A hereto under a lease dated July 17, 2018 (as amended, the "Lease") hereby (i) acknowledges that Tenant has requested Grantor to execute this Easement in connection with Tenant's construction of improvements on the Property pursuant to the Lease, (ii) consents to the granting by Grantor of the Easement, (iii) agrees that the easement shall constitute an easement affecting the Property as the date of the Lease, and (iv) agrees during the term of the Lease (a) to perform the obligations of Grantor under the Easement to the extent that Tenant is capable of performing any such obligations and (b) not violate the terms of the Easement.

Dated this 9 day of October, 2020.

WEST END BEAVERTON, LLC,
a Delaware limited liability company

By: 
Fred Gast, Authorized Signatory

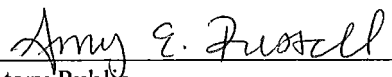
ACKNOWLEDGMENT

STATE OF Washington)
) ss.
COUNTY OF Clark)

I certify that I know or have satisfactory evidence that Fred Gast is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as Authorized Signatory of WEST END BEAVERTON, LLC, a Delaware limited liability company, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 9, 2020.




Notary Public

My commission expires: 6/20/2024

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

A tract of land in the Southeast one quarter of Section 8, the Southwest one quarter of Section 9, the Northwest one quarter of Section 16 and the Northeast one quarter of Section 17, ALL IN Township 1 South, Range 1 West, of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, being more particularly described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115+82.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 08° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along the Westerly right-of-way line of said S.W. 145th Avenue a distance of 132.15 feet to the true point of beginning of hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 179.03 feet; thence North 85° 42' 00" West a distance of 570.03 feet to a point on the Westerly boundary line of the Sisters of St. Mary's property; thence North 04° 18' 00" East along said Westerly boundary line a distance of 178.48 feet; thence South 85° 42' 00" East perpendicular to the afore described Westerly boundary line a distance of 555.97 feet to the true point of beginning of the hereinbefore described tract of land.

EXCEPTING THEREFROM that portion dedicated for right of way by Right-of-Way Dedication Deed, recorded December 20, 2019, recorder's no. 2019-092667.

PARCEL II:

A tract of land, in the Southeast one quarter of Section 8 and the Northeast one quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115 + 83.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 06° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along said Westerly right-of-way-line a distance of 311.18 feet to the true point of beginning of the hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 659.97 feet; thence North 81° 34' West a distance of 149.70 feet; thence South 06° 23' 53" West a distance of 173.19 feet to a point on the northerly right-of-way line of the Tualatin Valley Highway; thence North 81° 37' 32" West along said Northerly right-of-way line a distance of 467.45 feet to a point on the Westerly boundary line of the Sisters of Saint Mary's property; thence North 04° 18' East along said Westerly boundary line a distance of 787.00 feet; thence South 85° 42' East a distance of 570.03 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicate for right of way by Right-of-Way Dedication Deed, recorded: December 20, 2019 recorder's no. 2019-092667.

PARCEL III:

A tract of land located in the Northeast one-quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point on the Westerly right of way line of S.W. 145th Avenue opposite Engineer's Station 126+50; thence North $00^{\circ} 12' 00''$ West along said westerly right of way line 95.92 feet; thence North $81^{\circ} 37' 00''$ West, 149.91 feet; thence South $6^{\circ} 23' 00''$ West, 173.15 feet to the Northerly right of way line of the Tualatin Valley Highway; thence South $81^{\circ} 37' 00''$ East along said Northerly right of way line 129.53 feet; thence North $28^{\circ} 30' 25''$ East, 83.27 feet to the point of beginning.

EXHIBIT B

Two easements within Parcels I, II, and III, of the land described in Document No. 2019-093439 Washington County Deed Records and in Exhibit A, in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

Easement 1

BEGINNING at the Southwest corner of said Parcel II;

thence South 81° 36' 36" East, a distance of 88.67 feet;

thence North 03° 53' 16" East, a distance of 44.79 feet;

thence North 86° 06' 44" West, a distance of 10.00 feet;

thence South 03° 53' 16" West, a distance of 33.97 feet;

thence North 81° 36' 36" West, a distance of 27.95 feet;

thence North 04° 18' 43" East, a distance of 188.93 feet;

thence North 85° 41' 17" West, a distance of 50.49 feet to a point on the westerly line of said Parcel II;

thence along said westerly line, South 04° 18' 31" West, a distance of 195.35 feet to the POINT OF BEGINNING.

Containing 10,678 square feet, more or less.

Easement 2

A 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of said Parcel I;

thence along the westerly line of said Parcel I, South 04° 18' 31" West, a distance of 34.10 feet to the POINT OF BEGINNING;

thence leaving said westerly line, South 88° 36' 17" East, a distance of 36.42 feet;

thence South 04° 18' 31" West, a distance of 36.51 feet;

thence along a 25.00 foot radius tangential curve to the left, arc length of 39.27 feet, central angle of 90°00'00", chord distance of 35.36 feet, and chord bearing of South 40°41'29" East;

thence South 85°41'29" East, a distance of 47.67 feet to Point "A";

thence South 85°41'29" East, a distance of 175.10 feet;

thence North 56°05'50" East, a distance of 12.29 feet;

thence South 85°42'00" East, a distance of 134.39 feet to Point "B";

thence South 76°06'21" East, a distance of 27.65 feet;

thence South 00°01'19" East, a distance of 213.81 feet to Point "C";

thence South 00°01'19" East, a distance of 196.44 feet;

thence North 85°41'29" West, a distance of 11.93 feet to Point "D";

thence South 02°01'17" West, a distance of 245.11 feet to Point "E";

thence South 05°29'59" West, a distance of 237.87 feet;

thence North 81°36'36" West, a distance of 154.38 feet;

thence South 08°23'24" West, a distance of 5.00 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline:

BEGINNING at Point "A" described above;

thence South 04°18'31" West, a distance of 117.28 feet;

thence North 85°41'29" West, a distance of 35.19 feet;

thence South 04°18'31" West, a distance of 81.88 feet to Point "H";

thence North 85°41'29" West, a distance of 7.85 feet;

thence South 72°42'40" West, a distance of 7.52 feet;

thence North 85°41'29" West, a distance of 13.49 feet;

thence South 04°18'43" West, a distance of 252.50 feet to Point "I";

thence South 04°18'43" West, a distance of 209.84 feet to a point on the northerly line of Easement 1, described above, being the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "B" described above;

thence South 56° 08' 07" West, a distance of 24.73 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "B" described above;

thence South 89° 01' 04" East, a distance of 93.11 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "C" described above;

thence North 64° 35' 53" West, a distance of 10.20 feet;

thence North 00° 11' 59" West, a distance of 10.82 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "D" described above;

thence North 85° 41' 29" West, a distance of 4.69 feet to Point "F";

thence North 85° 41' 29" West, a distance of 29.76 feet;

thence North 42° 44' 20" West, a distance of 9.57 feet;

thence North 85° 40' 50" West, a distance of 15.89 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "F" described above;

thence South 04° 19' 10" West, a distance of 49.00 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "E" described above;

thence North 85° 09' 02" West, a distance of 82.32 feet;

thence South 51° 49' 05" West, a distance of 30.89 feet;

thence North 85° 40' 50" West, a distance of 10.96 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "E" described above;

thence South 14° 35' 54" West, a distance of 13.24 feet to Point "G";

thence South 15° 22' 45" West, a distance of 49.40 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "G" described above;

thence North 86° 51' 53" West, a distance of 80.73 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "H" described above;

thence South 85° 41' 29" East, a distance of 3.48 feet;

thence North 64° 59' 31" East, a distance of 11.66 feet;

thence South 85° 42' 00" East, a distance of 7.95 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "I" described above;

thence South 85° 41' 29" East, a distance of 45.27 feet to Point "J";

thence South 85° 41' 29" East, a distance of 6.25 feet;

thence North 04° 18' 31" East, a distance of 145.97 feet;

thence North 85° 41' 29" West, a distance of 12.03 feet to the TERMINUS of the herein described centerline.

TOGETHER WITH a 10.00 feet wide easement lying 5.00 feet on each side of the following described centerline;

BEGINNING at Point "J" described above;

thence South 04° 18' 31" West, a distance of 97.03 feet to the TERMINUS of the herein described centerline.

The above sidelines are to be lengthened or shortened to begin on the westerly line of said Parcel I, end on the southerly line of said Parcel II, end on the northerly line of said Easement 1, and meet at angle points.

Containing 30,202 square feet, more or less.

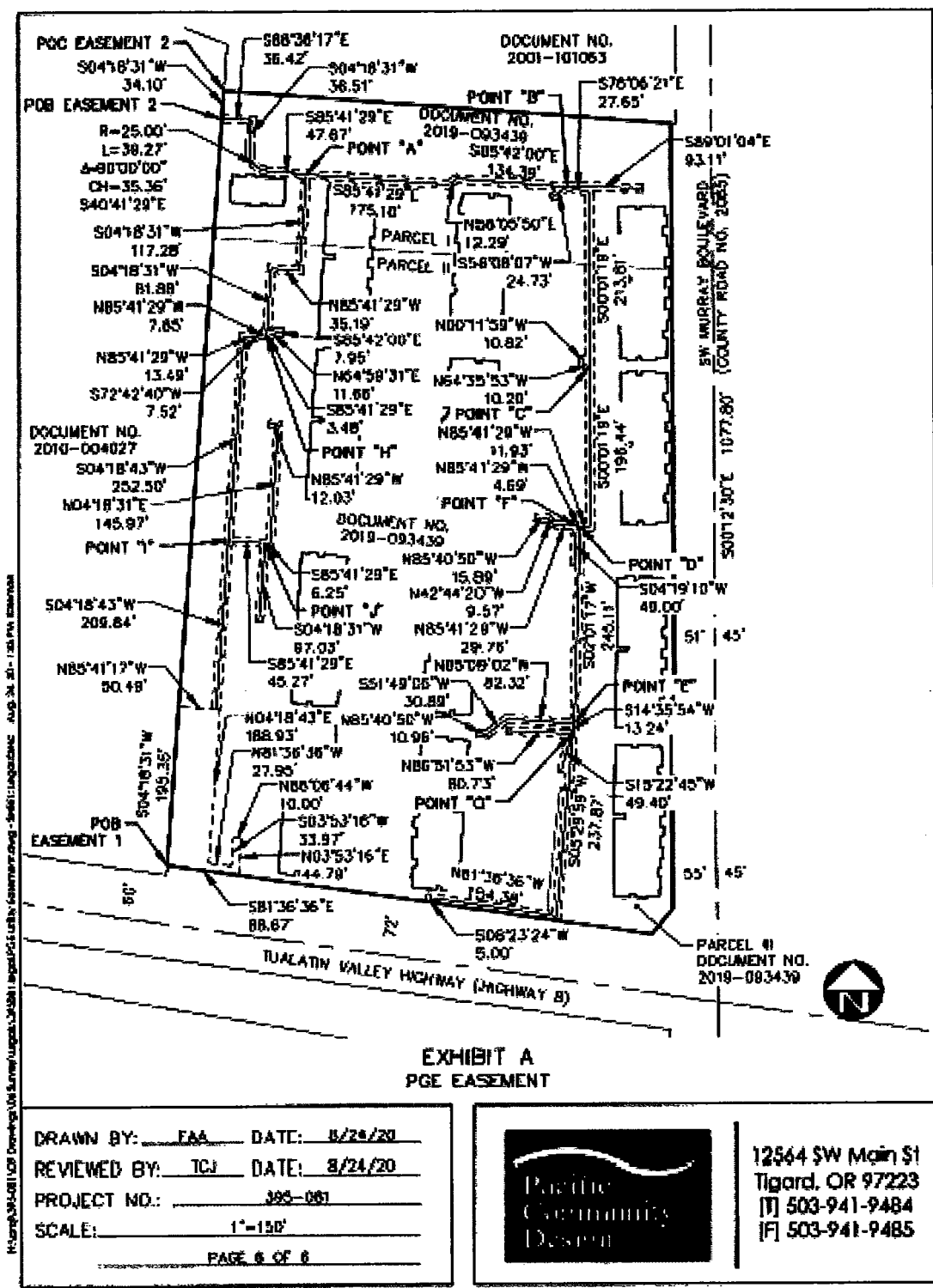
Basis of bearings (South 00° 12' 30" East) being the centerline of SW Murray Boulevard (County Road No. 2065) per Plat of County Road No. 2065, Washington County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



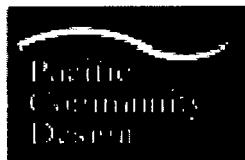
OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021



**EXHIBIT A
PGE EASEMENT**

DRAWN BY: FAA DATE: 8/24/20
 REVIEWED BY: TCJ DATE: 8/24/20
 PROJECT NO.: 395-081
 SCALE: 1"=150'
 PAGE 6 OF 6



12564 SW Main St
 Tigard, OR 97223
 (T) 503-941-9484
 (F) 503-941-9485



Washington County, Oregon	2020-123471
D-DQ	
Stn=7 C LOUCKS	12/03/2020 03:10:00 PM
\$25.00 \$11.00 \$5.00 \$60.00	\$101.00
I, Margaret Garza, 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.	
Margaret Garza, Director of Assessment and Taxation, Ex-Officio County Clerk	

After Recording Please Return To:
 Portland General Electric Company
 Attn: Property Services
 121 SW Salmon Street, 1WTC1302
 Portland, Oregon 97204-9951

(Space above this line for Recorder's use)

Grantor: **Portland General Electric Company**

Grantee: **Sisters of St. Mary of Oregon Corporation**

APN/APN2: 1S108DD 00100 / R0050900, 1S108DD 00200 / R0050919, 1S108DD 00300 / R0050928

QUITCLAIM DEED
 Easement Rights

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, 121 SW Salmon Street, Portland, Oregon 97204 (“**Grantor**”), releases and quitclaims to **SISTERS OF ST. MARY OF OREGON CORPORATION**, an Oregon non-profit corporation (“**Grantee**”), any and all right, title, and interest that Grantor may have in that certain real property located in Washington County, Oregon (“**County**”), and described on Exhibit “A” attached hereto (the “**Property**”) pursuant to that certain document recorded in the real property records of the County in Book 322 at Page 184 and that certain document dated January 25, 1972 and recorded in the real property records of the County in Book 855 at Page 322.

Said interest is quitclaimed by Grantor and accepted by Grantee, subject to the Property’s present condition, *AS IS, WHERE IS*, with all faults, latent and patent, known and unknown, and subject to all reservations, covenants, exceptions, conditions, restrictions and/or easements, if any, affecting title, including (but not limited to) those shown on any recorded plat or survey.

The true and actual consideration for this conveyance is the exchange of benefits and burdens which, while not readily capable of expression as a monetary sum, are valued by the parties.

[Remainder of page left blank intentionally]

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

Dated this 3rd day of December, 2020.

GRANTOR:

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation

By: Jennifer Santhouse
Name: Jennifer Santhouse
Title: Manager, Property Services

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I certify that I know or have satisfactory evidence that Jennifer Santhouse is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as Manager, Property Services of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 3, 2020



Tina Tippin
Notary Public for the State of Oregon
Printed Name: Tina Tippin
My commission expires: 12/26/22

GRANTEE:

SISTERS OF ST. MARY OF OREGON CORPORATION, an Oregon non-profit corporation

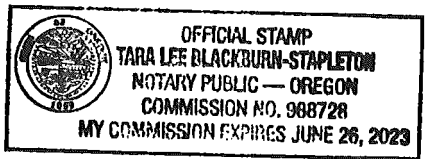
By: Francine A. Duncan
Name: Francine A. Duncan
Title: President

ACKNOWLEDGMENT

STATE OF Oregon)
) ss.
COUNTY OF Washington)

I certify that I know or have satisfactory evidence that Francine A. Duncan is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as President of SISTERS OF ST. MARY OF OREGON CORPORATION, an Oregon non-profit corporation and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 6, 2020.



Tara Blackburn-Stapleton
Notary Public for the State of Oregon
Printed Name: Tara Blackburn-Stapleton
My commission expires: June 26, 2023

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

A tract of land in the Southeast one quarter of Section 8, the Southwest one quarter of Section 9, the Northwest one quarter of Section 16 and the Northeast one quarter of Section 17, ALL IN Township 1 South, Range 1 West, of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, being more particularly described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115+82.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 08° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along the Westerly right-of-way line of said S.W. 145th Avenue a distance of 132.15 feet to the true point of beginning of hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 179.03 feet; thence North 85° 42' 00" West a distance of 570.03 feet to a point on the Westerly boundary line of the Sisters of St. Mary's property; thence North 04° 18' 00" East along said Westerly boundary line a distance of 178.48 feet; thence South 85° 42' 00" East perpendicular to the afore described Westerly boundary line a distance of 555.97 feet to the true point of beginning of the hereinbefore described tract of land.

EXCEPTING THEREFROM that portion dedicated for right of way by Right-of-Way Dedication Deed, recorded December 20, 2019, recorder's no. 2019-092667.

PARCEL II:

A tract of land, in the Southeast one quarter of Section 8 and the Northeast one quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115 + 83.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 06° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along said Westerly right-of-way-line a distance of 311.18 feet to the true point of beginning of the hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 659.97 feet; thence North 81° 34' West a distance of 149.70 feet; thence South 06° 23' 53" West a distance of 173.19 feet to a point on the northerly right-of-way line of the Tualatin Valley Highway; thence North 81° 37' 32" West along said Northerly right-of-way line a distance of 467.45 feet to a point on the Westerly boundary line of the Sisters of Saint Mary's property; thence North 04° 18' East along said Westerly boundary line a distance of 787.00 feet; thence South 85° 42' East a distance of 570.03 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicate for right of way by Right-of-Way Dedication Deed, recorded: December 20, 2019 recorder's no. 2019-092667.

PARCEL III:

A tract of land located in the Northeast one-quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point on the Westerly right of way line of S.W. 145th Avenue opposite Engineer's Station 126+50; thence North 00° 12' 00" West along said westerly right of way line 95.92 feet; thence North 81° 37' 00" West, 149.91 feet; thence South 6° 23' 00" West, 173.15 feet to the Northerly right of way line of the Tualatin Valley Highway; thence South 81° 37' 00" East along said Northerly right of way line 129.53 feet; thence North 28° 30' 25" East, 83.27 feet to the point of beginning.

Washington County, Oregon	2020-132128
D-R&O/MO	12/22/2020 01:02:06 PM
Stn=61 N MEJIA	
\$140.00 \$11.00 \$5.00 \$60.00	\$216.00
<p>I, Margaret Garza, 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.</p> <p>Margaret Garza, Director of Assessment and Taxation, Ex-Officio County Clerk</p>	

This instrument filed for record by LEX/ Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

Certified

RESOLUTION NO. 4691

#3555-ACCO

A RESOLUTION CONCURRING WITH THE VACATION BY WASHINGTON COUNTY OF A PUBLIC SLOPE EASEMENT ALONG SW MURRAY BOULEVARD SOUTH OF SW MILLIKAN WAY, IN THE CITY OF BEAVERTON.

WHEREAS, ORS 368.361 permits intergovernmental vacation proceedings whereby a county governing body may vacate property that is under the jurisdiction of the county and that is entirely within the limits of a city, if that city, by resolution or order, concurs in the findings of the county governing body in the vacation proceedings; and,

WHEREAS, Sisters of St. Mary of Oregon Corporation has petitioned Washington County to vacate a public slope easement along SW Murray Boulevard, south of SW Millikan Way, as described and depicted in the Exhibit A attached hereto; and,

WHEREAS, the public slope easement proposed to be vacated is an easement to Washington County and is entirely within the limits of the City of Beaverton; and,

WHEREAS, on November 3, 2020, the Washington County Board of Commissioners adopted a resolution, supported by findings that the proposed public slope easement vacation will be in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEAVERTON, OREGON that the City Council does hereby concur with the findings of the Board of Commissioners, Washington County Resolution and Order No. 20-125.

Adopted by the Council this 8th day of December, 2020.

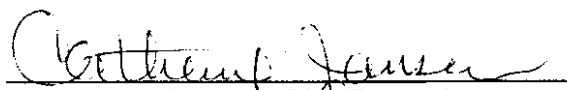
Approved by the Mayor this 9th day of December, 2020.

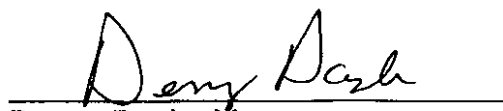
Ayes: 5

Nays: 0

Attest:

Approved:


Catherine Jansen, City Recorder


Denny Doyle, Mayor

Washington County, Oregon 2020-114354
11/12/2020 09:49:09 AM
D-VAC Cnt=1 Stn=30 RECORDS1
\$45.00 \$5.00 \$11.00 \$60.00 - Total = \$121.00



02674604202001143540090095

I, Margaret Garza, 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.



Margaret Garza, Director of Assessment and Taxation,
Ex-Officio County Clerk

After Recording Return to:

Land Use and Transportation
MS17

STATE OF OREGON
COUNTY OF WASHINGTON
CITY OF BEAVERTON

ss CERTIFICATION

I, CATHERINE JANSEN, Recorder for the City of Beaverton, Washington County, Oregon, certify and attest that I have compared this copy with its original and determined this instrument is a true and correct copy of the original which is part of the official records of the City of Beaverton, Oregon.

Dated this 1st day of DECEMBER, 2020.

Catherine Jansen
RECORDER, City of Beaverton



AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Consent – Land Use & Transportation

Agenda Title: VACATION OF A PORTION OF A PUBLIC SLOPE EASEMENT, VACATION NO. 565

Presented by: Stephen Roberts, Director of Land Use & Transportation

SUMMARY:

A petition was received by the Board to vacate a portion of public slope easement lying in the southeast one-quarter of Section 8, T1S, R1W, W.M., Washington County, Oregon, as described and shown in the attached Vacation Report.

The public slope easement was granted in Book 664, Page 226, of the Washington County Book of Records, as part of the SW Murray Boulevard improvement project in 1966. The site where this portion of the public slope easement is located has been improved and re-graded for the construction of a new building.

The vacation petition was signed by 100% of the abutting property owners. Staff has reviewed this request and has determined that the vacation of the public easement, described herein, is in the public interest. The subject easement is not needed for public purposes, and there will not be any adverse impacts on the abutting properties or utilities.

- Attachments: 1. Resolution and Order
2. Vacation Report with Legal Description and Map – Exhibit "A"

ADDITIONAL INFORMATION:

Community Feedback (Known Support/Opposition): N/A

Legal History/Prior Board Action: N/A

Budget Impacts: N/A

DEPARTMENT'S REQUESTED ACTION:

Vacate the public slope easement described in the attached Vacation Report.

COUNTY ADMINISTRATOR'S RECOMMENDATION:

RO 20-125

Agenda Item No.	2.C
Date:	11/03/20

1 IN THE BOARD OF COUNTY COMMISSIONERS

2 FOR WASHINGTON COUNTY, OREGON

3 In the Matter of the Vacation of a portion)
4 of a public slope easement, in the)
5 southeast One-quarter of Section 8, T1S,)
6 R1W, W.M., Washington County, Oregon)

RESOLUTION AND ORDER
No. 20-125
VACATION NO. 565

7 The above entitled matter having come regularly before the Board at its meeting
8 November 3, 2020; and

9 It appearing to the Board that Sisters of St. Mary of Oregon Corporation, an Oregon
10 Corporation, the property owner, has filed a petition to vacate a portion of a public slope
11 easement lying in the southeast One-quarter of Section 8, T1S, R1W, W.M., Washington County,
12 Oregon, as described in Exhibit A of the attached Vacation Report. The petition was signed by the
13 owners of 100% of the property abutting the public easement to be vacated, pursuant to ORS
14 368.351; and

15 It appearing to the Board that said petition did describe the public easement to be
16 vacated, the names of the parties to be particularly affected thereby, and set forth the particular
17 circumstances of the case; and

18 It appearing to the Board that the public easement proposed to be vacated is under the
19 jurisdiction of Washington County and entirely within the corporate limits of the City of
20 Beaverton, Oregon; and

21 It appearing to the Board that the public easement proposed to be vacated is no longer
22 needed for the use of the public; and

1 It appearing to the Board that the County Road Official did examine the area proposed to
2 be vacated, and hereby submits to the Board the Vacation Report attached hereto, and by this
3 reference made a part hereof, in accordance with ORS 368.351(1); it is therefore

4 RESOLVED AND ORDERED that the public easement, proposed to be vacated and more
5 particularly described and shown in Exhibit A of the attached Vacation Report, is hereby vacated
6 as it is in the public interest. This vacation shall become final upon the formal concurrence of the
7 City of Beaverton by either resolution or order pursuant to ORS 368.361(3); and it is further

8 RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be
9 and hereby is authorized and directed to have this order of vacation and the resolution or order
10 of the City of Beaverton recorded in the records of Washington County, Oregon, and cause copies
11 of this order to be filed with the Director of Assessment and Taxation and the County Surveyor's
12 Office in accordance with ORS 368.356(3); and it is further

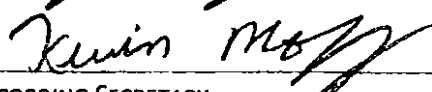
13 RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be
14 and hereby is authorized and directed to mark the vacated easement on the plats and records of
15 Washington County, Oregon.

16
17 DATED this 3rd day of November 2020.

	AYE	NAY	ABSENT
19 HARRINGTON	✓	_____	_____
20 SCHOUTEN	✓	_____	_____
21 TREECE	✓	_____	_____
22 ROGERS	✓	_____	_____
WILLEY	✓	_____	_____

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON


CHAIR KATHRYN HARRINGTON


RECORDING SECRETARY

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Approved as to form



Cortney D. Duke-Driessen

Assistant County Counsel

Date: 10/23/2020

**DEPARTMENT OF LAND USE & TRANSPORTATION
REPORT ON VACATION NO. 565**

November 3, 2020

VACATION OF A PORTION OF A PUBLIC SLOPE EASEMENT

A request for vacation proceedings has been received by staff for the Board of County Commissioners to vacate a portion of a public slope easement, granted in Book 664, Page 226, and more particularly described and shown on Exhibit A, attached hereto, and by this reference made a part hereof.

The owner of the property abutting the public easement to be vacated is:

1S108DD, TL 100

Sisters of St. Mary of Oregon Corporation,
an Oregon Corporation
by Chotiner & Gumbiner Realty Co.
PO BOX 6474
Beverly Hills, CA 90212

CRITERIA FOR EVALUATION OF ROAD VACATION REQUEST

1) Conformance with the County's Comprehensive Plan

The public easement described herein and proposed to be vacated was granted in Book 664, Page 226. The public easement was granted as part of the public improvements to SW Murray Boulevard in 1966. The site where this portion of the public slope easement is located is being re-graded and developed for the construction of a new building. Vacating this public easement will remove an unnecessary encumbrance on the affected Parcel.

2) Use of the Easement

The area proposed for vacation is a public slope easement that is not necessary for public use. Vacating this easement will eliminate the encumbrance and will allow the property owner to construct a new building.

3) Impact of Utilities and Emergency Services

There are no adverse impacts to public utility providers or emergency services as a result of this proposed vacation.

4) Limits of Vacation and Evaluation of "Public Road" Status

This public easement, proposed to be vacated, is not needed for public use as a result of the property being developed.

Based on the above statements, it is recommended that the Board of Commissioners grant the vacation of the easement proposed herein, as it is in the public interest.

Stacy Shetler
Digitally signed by Stacy Shetler
Date: 2020.10.16 14:05:11 -07'00'

Stacy Shetler, P.E.
Washington County Engineer



EXHIBIT A

June 24, 2019

LEGAL DESCRIPTION
Vacation of Permanent Slope Easement

Job No. 395-081

A portion of a permanent slope easement within the land defined as Parcel I in Document No. 2019-008400, Washington County Deed Records, in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel I;

thence South 00° 12' 30" East, a distance of 44.30 feet to the POINT OF BEGINNING;

thence along the westerly Right-of-Way line of SW Murray Boulevard (County Road No. 2065), South 00° 12' 30" East, a distance of 140.90 feet to a point on the westerly line of a Permanent Slope Easement per Book 664, Page 226, Washington County Records;

thence along said westerly line, North 10° 08' 04" West, a distance of 145.04 feet;

thence leaving said westerly line, South 85° 41' 29" East, a distance of 25.08 feet to the POINT OF BEGINNING.

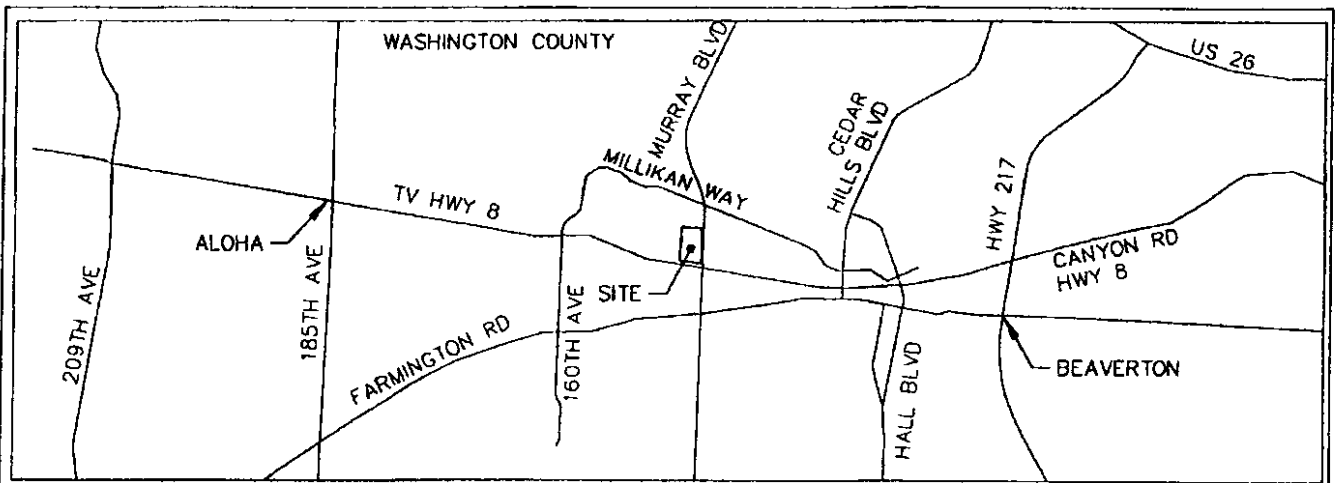
Containing 1,761 square feet, more or less.

Basis of bearings being the centerline of NW Murray Boulevard (County Road No. 2065), per plat of County Road 2065, Washington County Road Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021



VICINITY MAP

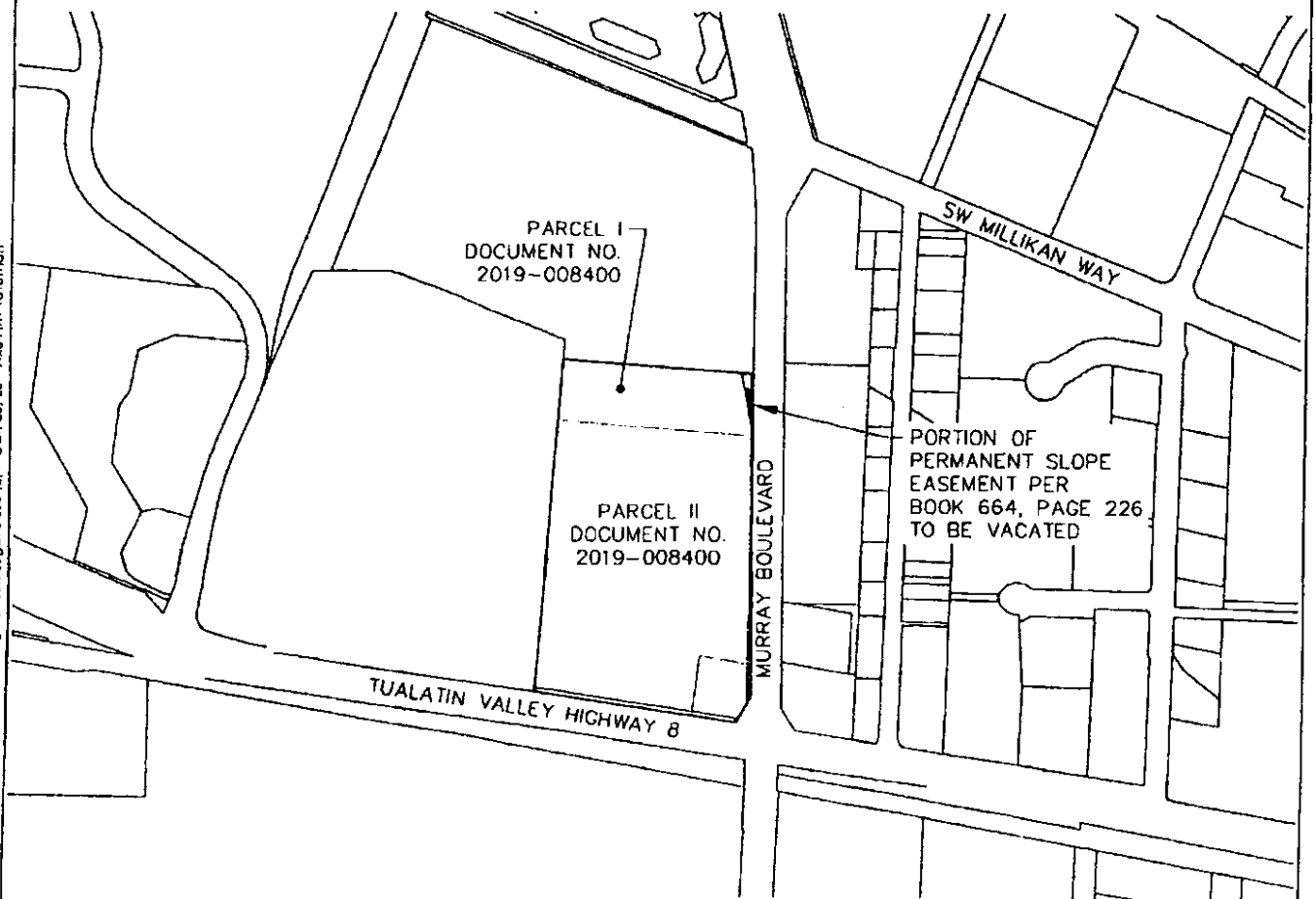


EXHIBIT A
PROPOSED VACATION OF PERMANENT SLOPE EASEMENT



DRAWN BY: GPS DATE: 10/20/20
 REVIEWED BY: TCJ DATE: 10/20/20
 PROJECT NO.: 395-081
 SCALE: NOT TO SCALE
 PAGE 2 OF 2



12564 SW Main St
 Tigard, OR 97223
 [T] 503-941-9484
 [F] 503-941-9485

N:\area\395-081\09 Drawings\06 Survey\Legal\395081 Exhibit Slope Quitclaim.dwg - SHEET: Legal Desc (2) Oct. 20. 20. 9:28 AM totemah

Washington County, Oregon **2020-114354**
11/12/2020 09:49:09 AM
D-VAC Cnt=1 Stn=30 RECORDS1
\$45.00 \$5.00 \$11.00 \$60.00 - Total =\$121.00

After Recording Return to:
Land Use and Transportation
MS17



0267460420200114354009095

I, Margaret Garza, 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.



Margaret Garza, Director of Assessment and Taxation,
Ex-Officio County Clerk



AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Consent – Land Use & Transportation

Agenda Title: VACATION OF A PORTION OF A PUBLIC SLOPE EASEMENT, VACATION NO. 565

Presented by: Stephen Roberts, Director of Land Use & Transportation

SUMMARY:

A petition was received by the Board to vacate a portion of public slope easement lying in the southeast one-quarter of Section 8, T1S, R1W, W.M., Washington County, Oregon, as described and shown in the attached Vacation Report.

The public slope easement was granted in Book 664, Page 226, of the Washington County Book of Records, as part of the SW Murray Boulevard improvement project in 1966. The site where this portion of the public slope easement is located has been improved and re-graded for the construction of a new building.

The vacation petition was signed by 100% of the abutting property owners. Staff has reviewed this request and has determined that the vacation of the public easement, described herein, is in the public interest. The subject easement is not needed for public purposes, and there will not be any adverse impacts on the abutting properties or utilities.

Attachments: 1. Resolution and Order
2. Vacation Report with Legal Description and Map – Exhibit "A"

ADDITIONAL INFORMATION:

Community Feedback (Known Support/Opposition): N/A

Legal History/Prior Board Action: N/A

Budget Impacts: N/A

DEPARTMENT'S REQUESTED ACTION:

Vacate the public slope easement described in the attached Vacation Report.

COUNTY ADMINISTRATOR'S RECOMMENDATION:

RO 20-125

Agenda Item No.	2.C
Date:	11/03/20

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IN THE BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

In the Matter of the Vacation of a portion)	RESOLUTION AND ORDER
of a public slope easement, in the)	No. <u>20-125</u>
southeast One-quarter of Section 8, T1S,)	VACATION NO. 565
R1W, W.M., Washington County, Oregon)	
)	

The above entitled matter having come regularly before the Board at its meeting
November 3, 2020; and

It appearing to the Board that Sisters of St. Mary of Oregon Corporation, an Oregon
Corporation, the property owner, has filed a petition to vacate a portion of a public slope
easement lying in the southeast One-quarter of Section 8, T1S, R1W, W.M., Washington County,
Oregon, as described in Exhibit A of the attached Vacation Report. The petition was signed by the
owners of 100% of the property abutting the public easement to be vacated, pursuant to ORS
368.351; and

It appearing to the Board that said petition did describe the public easement to be
vacated, the names of the parties to be particularly affected thereby, and set forth the particular
circumstances of the case; and

It appearing to the Board that the public easement proposed to be vacated is under the
jurisdiction of Washington County and entirely within the corporate limits of the City of
Beaverton, Oregon; and

It appearing to the Board that the public easement proposed to be vacated is no longer
needed for the use of the public; and

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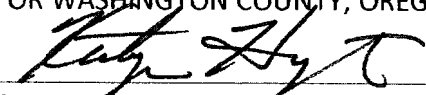
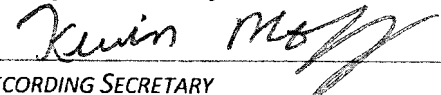
It appearing to the Board that the County Road Official did examine the area proposed to be vacated, and hereby submits to the Board the Vacation Report attached hereto, and by this reference made a part hereof, in accordance with ORS 368.351(1); it is therefore

RESOLVED AND ORDERED that the public easement, proposed to be vacated and more particularly described and shown in Exhibit A of the attached Vacation Report, is hereby vacated as it is in the public interest. This vacation shall become final upon the formal concurrence of the City of Beaverton by either resolution or order pursuant to ORS 368.361(3); and it is further

RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be and hereby is authorized and directed to have this order of vacation and the resolution or order of the City of Beaverton recorded in the records of Washington County, Oregon, and cause copies of this order to be filed with the Director of Assessment and Taxation and the County Surveyor's Office in accordance with ORS 368.356(3); and it is further

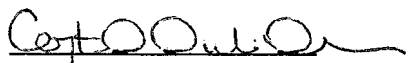
RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be and hereby is authorized and directed to mark the vacated easement on the plats and records of Washington County, Oregon.

DATED this 3rd day of November 2020.

	<u>AYE</u>	<u>NAY</u>	<u>ABSENT</u>	
HARRINGTON	<u>✓</u>	<u>_____</u>	<u>_____</u>	BOARD OF COUNTY COMMISSIONERS FOR WASHINGTON COUNTY, OREGON
SCHOUTEN	<u>✓</u>	<u>_____</u>	<u>_____</u>	
TREECE	<u>✓</u>	<u>_____</u>	<u>_____</u>	CHAIR KATHRYN HARRINGTON
ROGERS	<u>✓</u>	<u>_____</u>	<u>_____</u>	
WILLEY	<u>✓</u>	<u>_____</u>	<u>_____</u>	RECORDING SECRETARY

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Approved as to form



Cortney D. Duke-Driessen

Assistant County Counsel

Date: 10/23/2020

**DEPARTMENT OF LAND USE & TRANSPORTATION
REPORT ON VACATION NO. 565**

November 3, 2020

VACATION OF A PORTION OF A PUBLIC SLOPE EASEMENT

A request for vacation proceedings has been received by staff for the Board of County Commissioners to vacate a portion of a public slope easement, granted in Book 664, Page 226, and more particularly described and shown on Exhibit A, attached hereto, and by this reference made a part hereof.

The owner of the property abutting the public easement to be vacated is:

1S108DD, TL 100

Sisters of St. Mary of Oregon Corporation,
an Oregon Corporation
by Chotiner & Gumbiner Realty Co.
PO BOX 6474
Beverly Hills, CA 90212

CRITERIA FOR EVALUATION OF ROAD VACATION REQUEST

1) Conformance with the County's Comprehensive Plan

The public easement described herein and proposed to be vacated was granted in Book 664, Page 226. The public easement was granted as part of the public improvements to SW Murray Boulevard in 1966. The site where this portion of the public slope easement is located is being re-graded and developed for the construction of a new building. Vacating this public easement will remove an unnecessary encumbrance on the affected Parcel.

2) Use of the Easement

The area proposed for vacation is a public slope easement that is not necessary for public use. Vacating this easement will eliminate the encumbrance and will allow the property owner to construct a new building.

3) Impact of Utilities and Emergency Services

There are no adverse impacts to public utility providers or emergency services as a result of this proposed vacation.

4) Limits of Vacation and Evaluation of "Public Road" Status

This public easement, proposed to be vacated, is not needed for public use as a result of the property being developed.

Based on the above statements, it is recommended that the Board of Commissioners grant the vacation of the easement proposed herein, as it is in the public interest.

Stacy Shetler
Digitally signed by Stacy
Shetler
Date: 2020.10.16
14:05:11 -07'00'

Stacy Shetler, P.E.
Washington County Engineer



EXHIBIT A

June 24, 2019

LEGAL DESCRIPTION

Job No. 395-081

Vacation of Permanent Slope Easement

A portion of a permanent slope easement within the land defined as Parcel I in Document No. 2019-008400, Washington County Deed Records, in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel I;

thence South 00° 12' 30" East, a distance of 44.30 feet to the POINT OF BEGINNING;

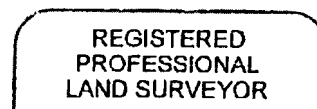
thence along the westerly Right-of-Way line of SW Murray Boulevard (County Road No. 2065), South 00° 12' 30" East, a distance of 140.90 feet to a point on the westerly line of a Permanent Slope Easement per Book 664, Page 226, Washington County Records;

thence along said westerly line, North 10° 08' 04" West, a distance of 145.04 feet;

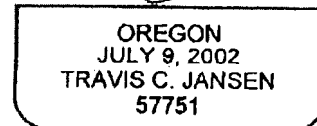
thence leaving said westerly line, South 85° 41' 29" East, a distance of 25.08 feet to the POINT OF BEGINNING.

Containing 1,761 square feet, more or less.

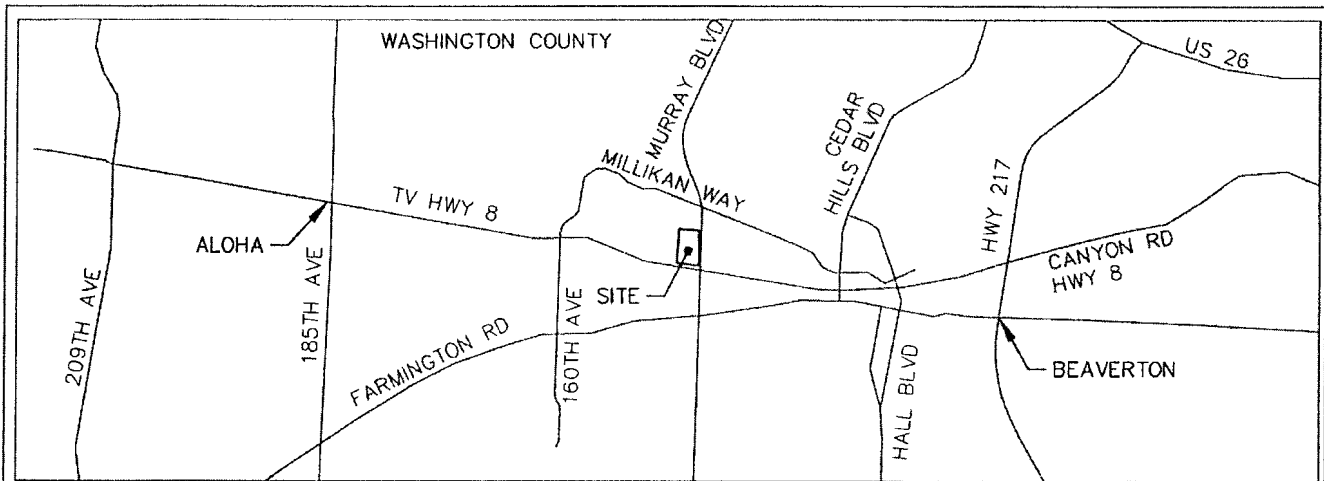
Basis of bearings being the centerline of NW Murray Boulevard (County Road No. 2065), per plat of County Road 2065, Washington County Road Records.



A handwritten signature in black ink, appearing to read "T. Jansen".



RENEWES: 6/30/2021



VICINITY MAP

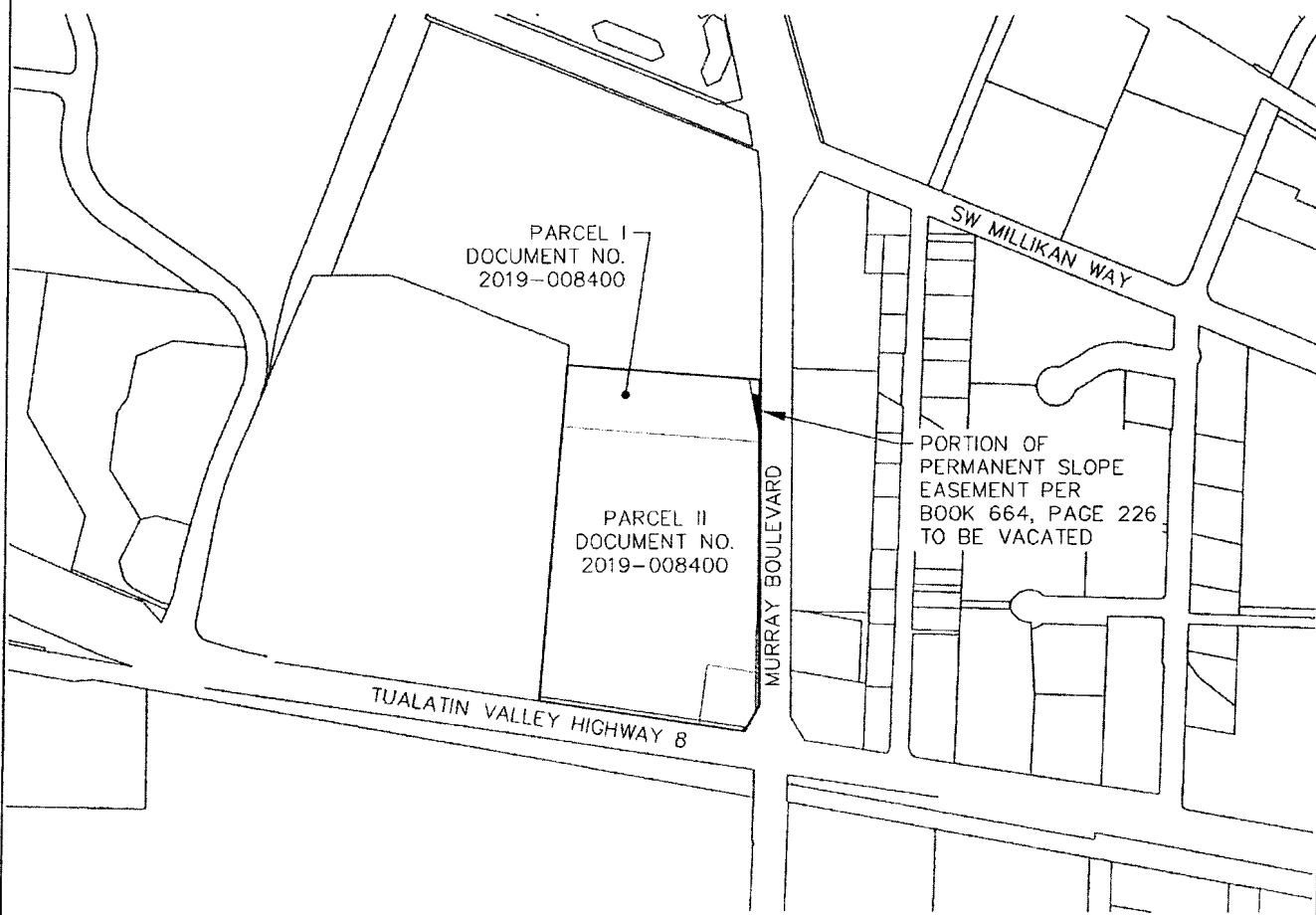


EXHIBIT A
PROPOSED VACATION OF PERMANENT SLOPE EASEMENT



DRAWN BY: GPS DATE: 10/20/20
 REVIEWED BY: TCJ DATE: 10/20/20
 PROJECT NO.: 395-081
 SCALE: NOT TO SCALE
 PAGE 2 OF 2



12564 SW Main St
 Tigard, OR 97223
 [T] 503-941-9484
 [F] 503-941-9485

N:\work\395-081\09 Drawings\06 Survey\Legal\395081.exhibit.Slope Vac.dwg - SHEET: Legal Desc (2) Oct. 20. 20. 9:28 AM. falemah

File 9514-001
Map 7B-30-11, 9B-24-12

Washington County, Oregon	2020-049102
D-ER	
Stn=6 M FERNANDES	06/08/2020 11:18:12 AM
\$10.00 \$11.00 \$5.00 \$60.00	\$86.00
I, Margaret Garza, Interim 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.	
Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio	

RELEASE OF ACCESS EASEMENT

SISTERS OF ST. MARY OF OREGON CORPORATION, an Oregon non-profit corporation, does hereby release onto **The STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, all of its estate, right, title, and interest in and to that certain ingress and egress easement, recorded date September 18, 1968, in Book 716 Page 57, Records of Washington County, Oregon.

This release is being given because the above described property is no longer needed for an ingress and egress easement and had an error in the legal description.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

Dated this 20th day of February, 2020.

SISTERS OF ST. MARY OF OREGON CORPORATION,
an Oregon non-profit corporation

By Sister Charlene Herinckx
Sister Charlene Herinckx, President

By Sister John Therese Miller
Sister John Therese Miller, Secretary

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 1S108DD-200, 300

Property Address: 14555 SW Tualatin Valley Highway
Beaverton, OR 97003

STEWART PROPERTY CO
492160 ACED

File 9514-001
Map 7B-30-11, 9B-24-12

STATE OF OREGON, County of Washington

Dated February 20, 2020. Personally appeared Sister Charlene Herinckx and Sister John Therese Miller, who, being sworn, stated that they are the President and Secretary of Sisters of St. Mary of Oregon Corporation and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



Rita Marie Trueworthy
Notary Public for Oregon
My Commission expires 7-16-2022

Accepted on behalf of the Oregon Department of Transportation

Kat Halpenny

FILE# 9514-001
MAP 7B-30-11, 9B-24-12

Washington County, Oregon	2020-049103
D-DQ	06/08/2020 11:18:12 AM
Stn=6 M FERNANDES	
\$20.00 \$11.00 \$5.00 \$60.00	\$96.00
I, Margaret Garza, Interim 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.	
Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio	

QUITCLAIM DEED

WEST END BEAVERTON LLC a Delaware limited liability company, Grantor, being the holder of a leasehold interest in the hereinafter described property, for no monetary consideration does relinquish and forever quitclaim unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, all of Grantor's right, title, and interest in and to the property described on **Exhibit "A" dated June 27, 2019 and Exhibit "B" Map dated 6/27/19**, attached hereto and by this reference made a part hereof.

AS SHOWN ON THE ATTACHED EXHIBIT "B" MAP, HEREIN AND MADE A PART OF THIS DOCUMENT AS SET FORTH ABOVE, THAT IN THE EVENT OF A CONFLICT OR DISCREPANCY BETWEEN THE EXHIBIT "B" MAP AS SHOWN AND THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A", THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A" SHALL PREVAIL.

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

The statement above is required by law to be included in this instrument. PLEASE NOTE: the property described in this instrument is not a "lot" or "parcel" as defined in ORS 92.010 or 215.010. Nevertheless, the property is a legally created unit of land as described in ORS 92.010 (9) (d) or (e).

SEND TAX STATEMENT TO: NO CHANGE

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 1S108DD-200, 300
Property Address: 14555 SW Tualatin Hwy.
Beaverton, OR 97006

THIS IS A PARTIAL ACQUISITION FOR HIGHWAY PURPOSES

STEWART TITLE 492160 Acce

FILE# 9514-001
MAP 7B-30-11, 9B-24-12

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

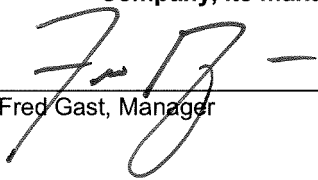
It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 29th day of April, 2020.

WEST END BEAVERTON, LLC,
a Delaware limited liability company

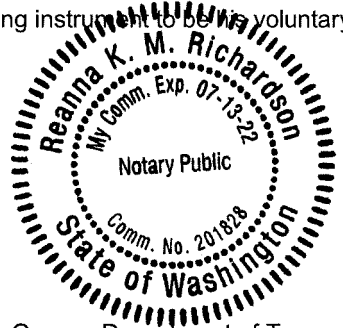
By: Urban Form Development, LLC,
a Delaware limited liability company,
Its managing member

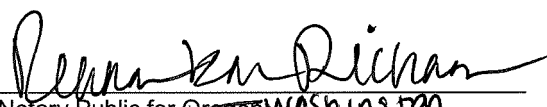
By: Stanton Street Building Company,
LLC, an Oregon limited liability
Company, its managing member

By: 
Fred Gast, Manager

STATE OF OREGON, County of CLATSOP

Dated 4/29/2020, 2020. Personally appeared the above named Fred Gast Manager of Stanton Street Building Company, LLC, an Oregon limited liability company, managing member of Urban Form Development, LLC, a Delaware limited liability company, managing member of West End Beaverton, LLC, a Delaware limited company, who acknowledged the foregoing instrument to be his voluntary act. Before me:




Notary Public for ~~Oregon~~ Washington
My Commission expires July 13, 2022

Accepted on behalf of the Oregon Department of Transportation


File 9514000A

Drawing 7B-30-11, 9B-24-12



EXHIBIT A

June 27, 2019

LEGAL DESCRIPTION

Right-of-Way Donation

Job No. 395-081

Tax Map & Lot No. 1S108DD 200 & 300

A Right-of-Way Donation within the land described in Document No. 2004-067748 and within the land defined as Parcel II in Document No. 2019-008400, Washington County Deed Records, in the Northeast Quarter of Section 17, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, the centerline of which is more particularly described as follows:

A strip of land being 72.00 feet wide and lying 72.00 feet on the right side of the Located Centerline of Reedville - Beaverton Section of Tualatin Valley Highway, per Oregon State Highway Department Dwg. No. 7B-30-11, last revised June 2019, between Engineer's Stations 24+00 and 31+00.

EXCEPTING THEREFROM, that portion of said strip of land lying within the existing Right-of-Way of Tualatin Valley Highway (State Highway 8).

ALSO EXCEPTING THEREFROM, that portion of said strip of land lying outside of said Parcel II and said land described in Document No. 2004-067748.

Containing 7,195 square feet, more or less.

Basis of bearings being the centerline of NW Murray Boulevard (County Road No. 2065), Washington County Road Records.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 9, 2002 TRAVIS C. JANSEN 57751

RENEWS: 6/30/2021

N:\proj\395-081\09 Drawings\06 Survey\Legals\395081.legal.ODOT ROW Donation.dwg - SHEET: Legal Desc Jun. 27. 19. 10:29 AM. garrett

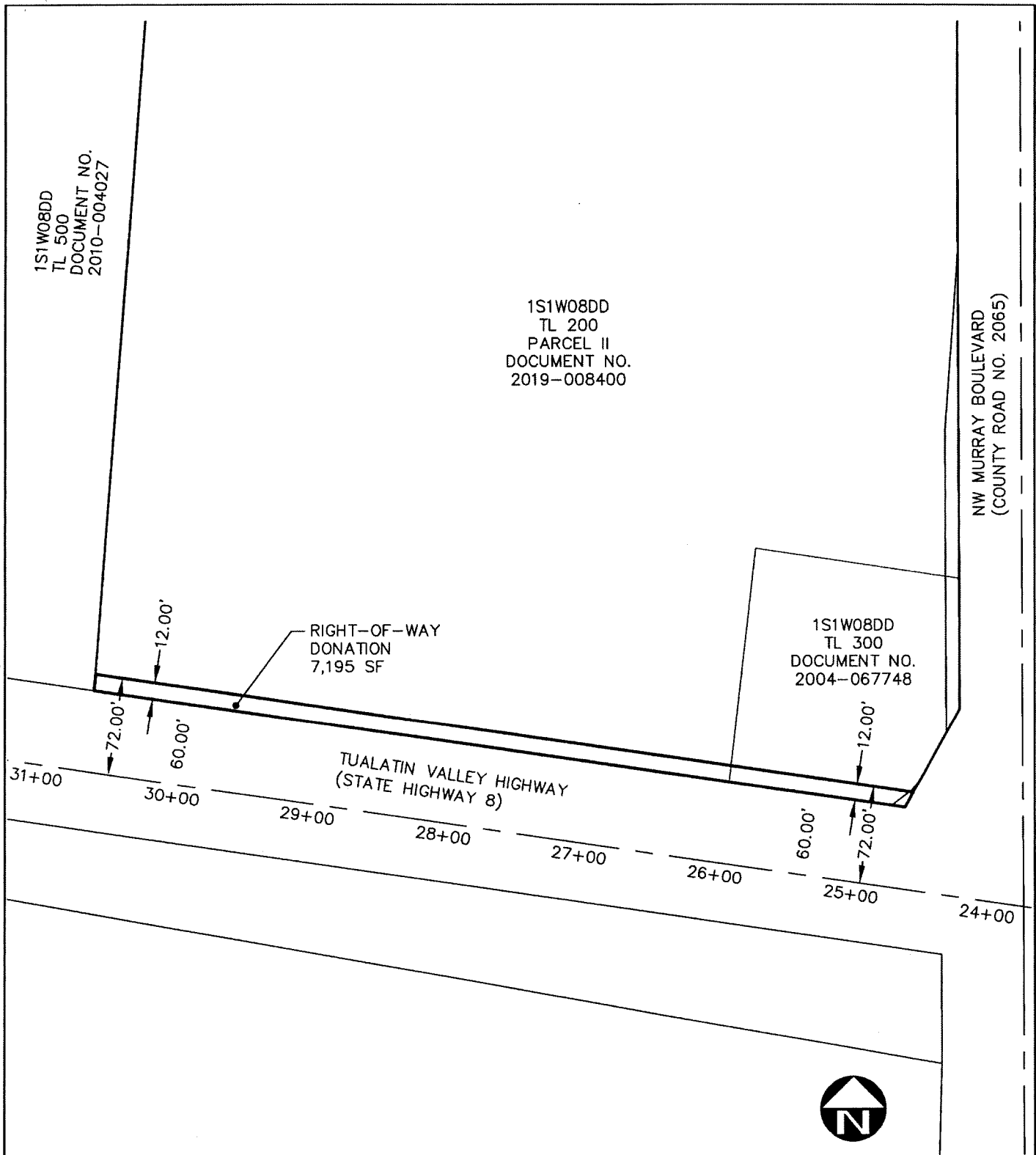


EXHIBIT B
RIGHT-OF-WAY DONATION

DRAWN BY: GPS DATE: 6/27/19
 REVIEWED BY: TCJ DATE: 6/27/19
 PROJECT NO.: 395-081
 SCALE: 1"=100'
 PAGE 1 OF 1



12564 SW Main St
Tigard, OR 97223
[T] 503-941-9484
[F] 503-941-9485

File 9514001
Drawing 9B-24-12
7B-30-11

Washington County, Oregon	2020-049104
D-DD	06/08/2020 11:18:12 AM
Stn=6 M FERNANDES	
\$25.00 \$11.00 \$5.00 \$60.00	\$101.00
I, Margaret Garza, Interim 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.	
Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio	

DONATION DEED w/HAZ MAT

SISTERS OF ST. MARY OF OREGON CORPORATION, an Oregon non-profit corporation, Grantor, for no monetary consideration does convey unto the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, fee title to the following described property on **Exhibit "A" dated June 27, 2019** and **Exhibit "B" Map dated 6/27/19**, attached hereto and by this reference made a part hereof (herein the "Property").

AS SHOWN ON THE ATTACHED EXHIBIT "B" MAP, HEREIN AND MADE A PART OF THIS DOCUMENT AS SET FORTH ABOVE, THAT IN THE EVENT OF A CONFLICT OR DISCREPANCY BETWEEN THE EXHIBIT "B" MAP AS SHOWN AND THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A", THE WRITTEN LEGAL DESCRIPTION EXHIBIT "A" SHALL PREVAIL.

TOGETHER WITH all abutter's rights of access, if any, between the Tualatin Valley Highway and Grantor's remaining real property, EXCEPT, however,

Reserving access rights, for the service of Grantor's remaining property, to and from said remaining property to the abutting highway at the following place(s), in the following width(s):

Hwy. Engr's Sta.	Side of Hwy.	Width
28+19	North	40'

The access rights reserved herein are subject to, and may only be exercised in accordance with, the statutes and administrative rules applicable to access control and road approaches. Such access is contingent upon issuance of an approach road permit, and no access rights may be exercised or construction of an approach road begun unless, and until, a standard Approach Road Permit application is submitted and a permit issued by the Oregon Department of Transportation. The approach road may only be constructed or maintained upon issuance of such permit and in accordance with such permit. If the State constructs the approach road during a highway project, Grantor is required to sign a standard Approach Road Permit to ensure proper operation and maintenance of the approach road.

RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM, OR 97302-1142

Map and Tax Lot #: 1S108DD-200, 300

Property Address: 14555 SW Tualatin Valley Hwy
Beaverton, OR 97006

THIS IS A PARTIAL ACQUISITION FOR ROAD PURPOSES

STEWART TITLE 49216070

File 9514001

Drawing 9B-24-12

7B-30-11

This conveyance is subject to the following terms and conditions:

- A. Grantor represents that to the best of its knowledge after appropriate inquiry, the Property being conveyed herein is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all results of any report, investigation, survey, or environmental assessment regarding this property to Grantee. Grantor acknowledges that the Grantee makes no representations or warranties concerning such reports, investigations or assessments, or any information contained therein.
- C. It is understood and agreed that the Grantee by accepting this Deed, is not accepting any liability for any "release" of "hazardous substances", as those terms are defined under Oregon law, onto or from the subject property, and that the Grantor is not attempting to convey any such liability.
- D. The Grantor agrees to defend, indemnify and hold harmless the Grantee, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including reasonable attorney fees and costs) resulting from the presence, suspected presence, or release of hazardous substances on or before the date of this deed in containers or in the soil, groundwater, or soil vapor or any other medium, on or from the subject Property owned by Grantor.

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

The statement above is required by law to be included in this instrument. PLEASE NOTE: the property described in this instrument is not a "lot" or "parcel" as defined in ORS 92.010 or 215.010. Nevertheless, the property is a legally created unit of land as described in ORS 92.010 (9) (d) or (e).

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

File 9514001
Drawing 9B-24-12
7B-30-11

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

Dated this 17th day of March, 20 20.

SISTERS OF ST. MARY OF OREGON CORPORATION, an Oregon non-profit corporation

By Sister Charlene Herinckx
President

STATE OF OREGON, County of Washington

Dated 3-17, 20 20. Personally appeared Sr. Charlene Herinckx, who, being sworn, stated that she is the President of Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



Rita Marie Trueworthy
Notary Public for Oregon
My Commission expires 7-16-2022

Accepted on behalf of the Oregon Department of Transportation

Zat Halpenny

File 9514000A
Drawing 7B-30-11, 9B-24-12



EXHIBIT A

June 27, 2019

LEGAL DESCRIPTION

Right-of-Way Donation

Job No. 395-081
Tax Map & Lot No. 1S108DD 200 & 300

A Right-of-Way Donation within the land described in Document No. 2004-067748 and within the land defined as Parcel II in Document No. 2019-008400, Washington County Deed Records, in the Northeast Quarter of Section 17, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, the centerline of which is more particularly described as follows:

A strip of land being 72.00 feet wide and lying 72.00 feet on the right side of the Located Centerline of Reedville - Beaverton Section of Tualatin Valley Highway, per Oregon State Highway Department Dwg. No. 7B-30-11, last revised June 2019, between Engineer's Stations 24+00 and 31+00.

EXCEPTING THEREFROM, that portion of said strip of land lying within the existing Right-of-Way of Tualatin Valley Highway (State Highway 8).

ALSO EXCEPTING THEREFROM, that portion of said strip of land lying outside of said Parcel II and said land described in Document No. 2004-067748.

Containing 7,195 square feet, more or less.

Basis of bearings being the centerline of NW Murray Boulevard (County Road No. 2065), Washington County Road Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021

N:\proj\395-081\08 Drawings\06 Surveys\legals\395081.legal\ODOT ROW Donation.dwg - SHEET: legal Desc Jun. 27, 19 - 10:29 AM garrett

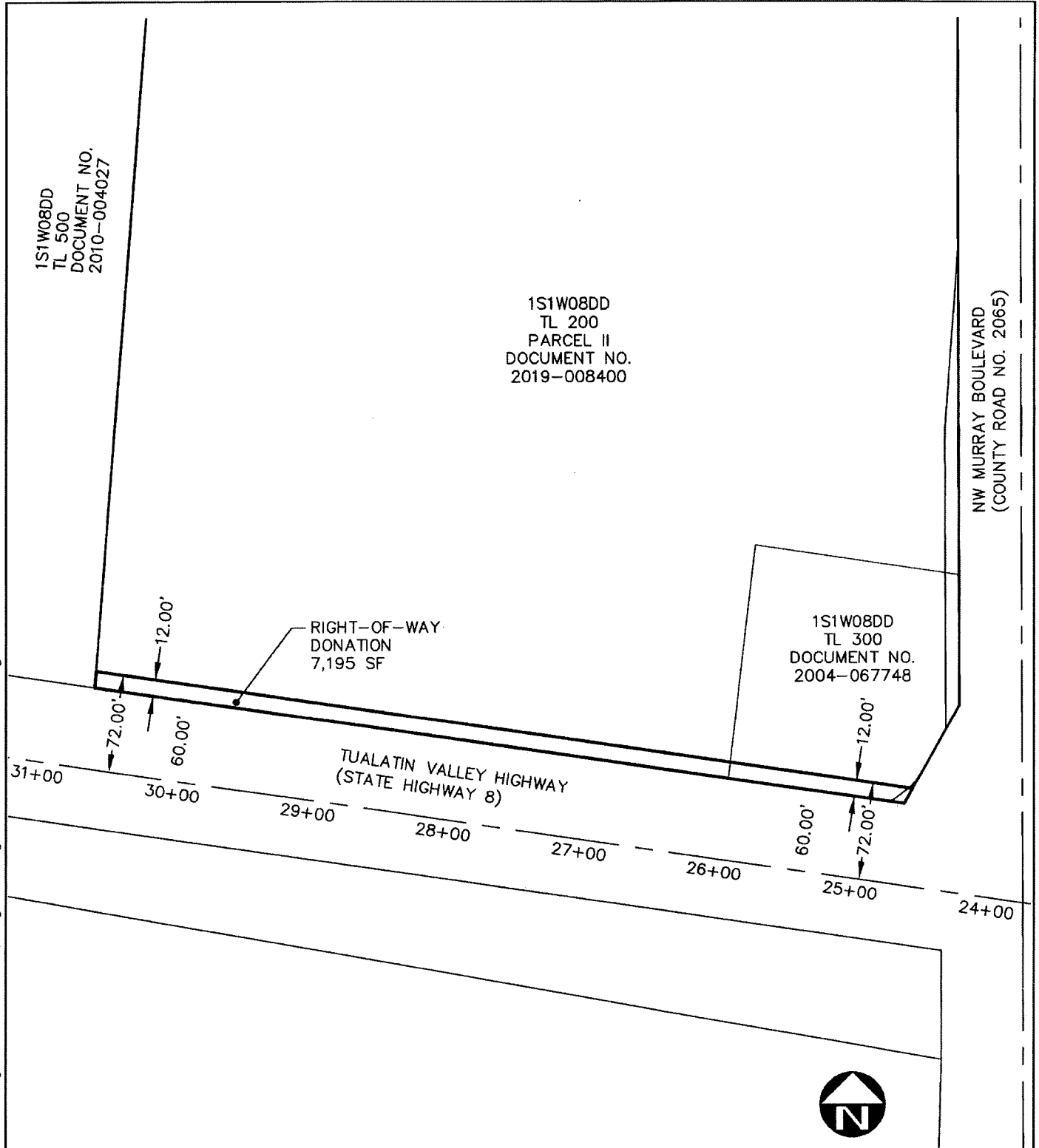


EXHIBIT B
RIGHT-OF-WAY DONATION

DRAWN BY: GPS DATE: 6/27/19
 REVIEWED BY: TCJ DATE: 6/27/19
 PROJECT NO.: 395-081
 SCALE: 1"=100'
 PAGE 1 OF 1



12564 SW Main St
Tigard, OR 97223
[T] 503-941-9484
[F] 503-941-9485

Washington County, Oregon
02/21/2020 02:47:30 PM
D-E Cnt=1 Stn=6 M FERNANDES

2020-014981

\$15.00 \$5.00 \$11.00 \$60.00 - Total = \$91.00



02569162202000149810030031

I, Margaret Garza, Interim 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.



Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio County Clerk

File 22813
Drawing 7B-30-11

INDENTURE OF ACCESS

THIS INDENTURE, for no monetary consideration, dated this 5th day of February, 2020, by and between the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter called "State", and **SISTERS OF ST. MARY OF OREGON CORPORATION**, an Oregon non-profit corporation, hereinafter called "Owner".

WHEREAS, Owner, by Deed recorded August 3, 1920 in Book 118, Page 523, Washington County Record of Deeds, acquired fee title to the property affected by the access changes herein made; and

WHEREAS, State, by Warranty Deed recorded August 16, 1955 in Book 372, Page 512, Washington County Book of Deeds, acquired certain property; which Warranty Deed, in part, reserved access rights for the service of the grantor's remaining property to and from the North side of the relocated Tualatin Valley Highway opposite Engineer's Station 27+00 and 30+30, both in a width of 25 feet; and

WHEREAS, State, by Grant of Access recorded June 21, 1971, in Book 822, Page 983, Washington County Record of Deeds, granted rights of access, in part, to and from the North side of said highway opposite Engineer's Station 24+97 and 25+83, both in a width of 35 feet; and

WHEREAS, Owner has requested that Owner's access rights at Engineer's Station 24+97, 25+83, 27+00, and 30+30 set out above be terminated, and that access rights be substituted, therefore, to and from the North side of the relocated Tualatin Valley Highway opposite Engineer's Station 28+19, in a width of 40 feet (New Access Rights); and

WHEREAS, State is agreeable to the granting of Owner's request.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
PROPERTY MANAGEMENT / ACCESS RESEARCH
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM, OR 97302-1142

File 22813

Drawing 7B-30-11

NOW THEREFORE, THIS INDENTURE WITNESSETH, that for and in consideration of the grant herein made by State, OWNER does convey unto State, its successors and assigns, Owner's existing access rights at Engineer's Station 24+97, 25+83, 27+00, and 30+30, and STATE, in consideration of the relinquishment and warranties herein made, does grant New Access Rights as set forth above unto Owner and Owner's heirs, successors and assigns.

It is understood that any implied access rights at Engineer's Station 27+58 and 28+12 will also be terminated.


The other remaining provisions in the above-mentioned Warranty Deed to State shall remain in full force and effect, and the access rights herein granted shall be subject to all the provisions of said Warranty Deed, as fully as if set forth herein.

The New Access Rights granted herein are subject to, and may only be exercised in accordance with, the statutes and administrative rules applicable to access control and road approaches. Such access is contingent upon issuance of an approach road permit, and no access rights may be exercised or construction of an approach road begun unless, and until, a standard Approach Road Permit application is submitted and a permit issued by the Oregon Department of Transportation. The approach road may only be constructed or maintained upon issuance of such permit and in accordance with such permit. If the State constructs the approach road during a highway project, Grantor is required to sign a standard Approach Road Permit to ensure proper operation and maintenance of the approach road.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first written above.

**STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION**

By: 
~~Scott C. Claus, State Right of Way Manager~~
Steve Cooley, Chief Engineer

**SISTERS OF ST. MARY OF OREGON CORPORATION,
an Oregon non-profit corporation**

By: 
President

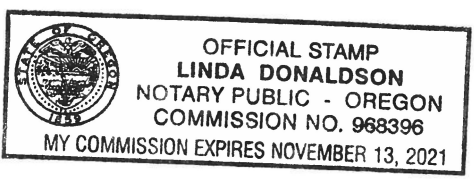
By: 
Secretary

File 22813
Drawing 7B-30-11

SIGNATURE PAGE 3 OF 3 AS ATTACHED TO ABOVE INDENTURE OF ACCESS DATED FEBRUARY 5, 2020

STATE OF OREGON, County of Marion

Dated February 18, 2020. Personally appeared ^{wp Steve B Cooley} ~~Scott C. Claus~~, who being sworn, stated that he is the ^{Chief Engineer wp} ~~State Right of Way Manager~~ for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:



[Signature]
Notary Public for Oregon
My Commission expires 11/13/21

STATE OF OREGON, County of Washington

Dated February 7, 2020. Personally appeared Charlene Heinckx and John Therese (Alice) Miller, who, being sworn, stated that they are the President and Secretary of Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:



[Signature]
Notary Public for Oregon
My Commission expires October 3, 2020

Washington County, Oregon
12/20/2019 10:48:29 AM
D-DD Cnt=1 Str=31 RECORDS1
\$15.00 \$5.00 \$11.00 \$60.00 - Total = \$91.00

2019-092667



After recording, please return to:
Washington County Surveyor's Office
1400 SW Walnut ST., MS 17
Hillsboro, Oregon 97123

02549960201900926670030030
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



01 - Fidelity National Title of Oregon - AS 141719873-COMM

**RIGHT-OF-WAY
DEDICATION DEED**

Consideration in terms of dollars is \$ NONE

Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, grantor, does grant to Washington County, a political subdivision of the State of Oregon, Grantee, for the use of the public as a public way forever, an easement for right-of-way purposes over that certain real property situated in the County of Washington and State of Oregon, being more particularly described as follows:

DEDICATION OF RIGHT-OF-WAY
Described and shown in Exhibit "A"
Attached hereto and by this reference made a part hereof.

The true and actual consideration received by Grantors for this conveyance, stated in terms of dollars, is \$NONE.

Grantor hereby covenants to and with Grantee, that it is the owner of said property which is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

To Have and To Hold, the above described and granted premises for the purposes hereinbefore set forth unto the public forever.

Dated this 17th day of December, 2019.

Sisters of St. Mary of Oregon Corporation
an Oregon non-profit corporation

By: *Charlene Hennick*
Name: Charlene Hennick
Title: President

STATE OF Oregon)
County of Washington) ss.

This instrument was acknowledged before me on this 17th day of December, 2019 by Charlene Hennick as President (title) on behalf of Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation.



Katelyn Delph
Notary Public for SSMO Ministries
My Commission Expires: October 3, 2020

Accepted on behalf of Washington County, Oregon

Dated this 20th day of DECEMBER, 2019

By: *Scott M. Young*
Scott M. Young, County Surveyor

Approved as to form:
Cortney D. Duke-Driessen
Assistant County Counsel
Date: November 3, 2014



EXHIBIT A

September 5, 2019

LEGAL DESCRIPTION
Dedication of Right-of-Way

Job No. 395-081
Tax Map & Lot No. 15108DD 200

DEDICATION OF RIGHT-OF-WAY

That portion of a 51.00 foot wide strip of land lying westerly of the centerline of SW Murray Boulevard (County Road No. 2065) being within the land described in Document No. 2019-008400, Washington County Deed Records, in the Southeast Quarter of Section 8 and the Northeast Quarter of Section 17, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon.

Said centerline being described as follows:

BEGINNING at a 3/4" iron pipe in monument box at Station 127+35.2 P.O.T. of Plat of County Road No. 2065, at the intersection of the centerline of SW Murray Boulevard (County Road No. 2065) and the northerly Right-of-Way line of the Tualatin Valley Highway (Highway 8);

thence North 00° 12' 30" West, a distance of 1152.9 feet, to a 3/4" iron pipe in monument box at Station 115+82.3 P.T. of said Plat of County Road No. 2065, on the centerline of SW Murray Boulevard (County Road No. 2065).

EXCEPTING THEREFROM that portion of said strip of land lying within the existing Right-of-Way of SW Murray Boulevard (County Road No. 2065).

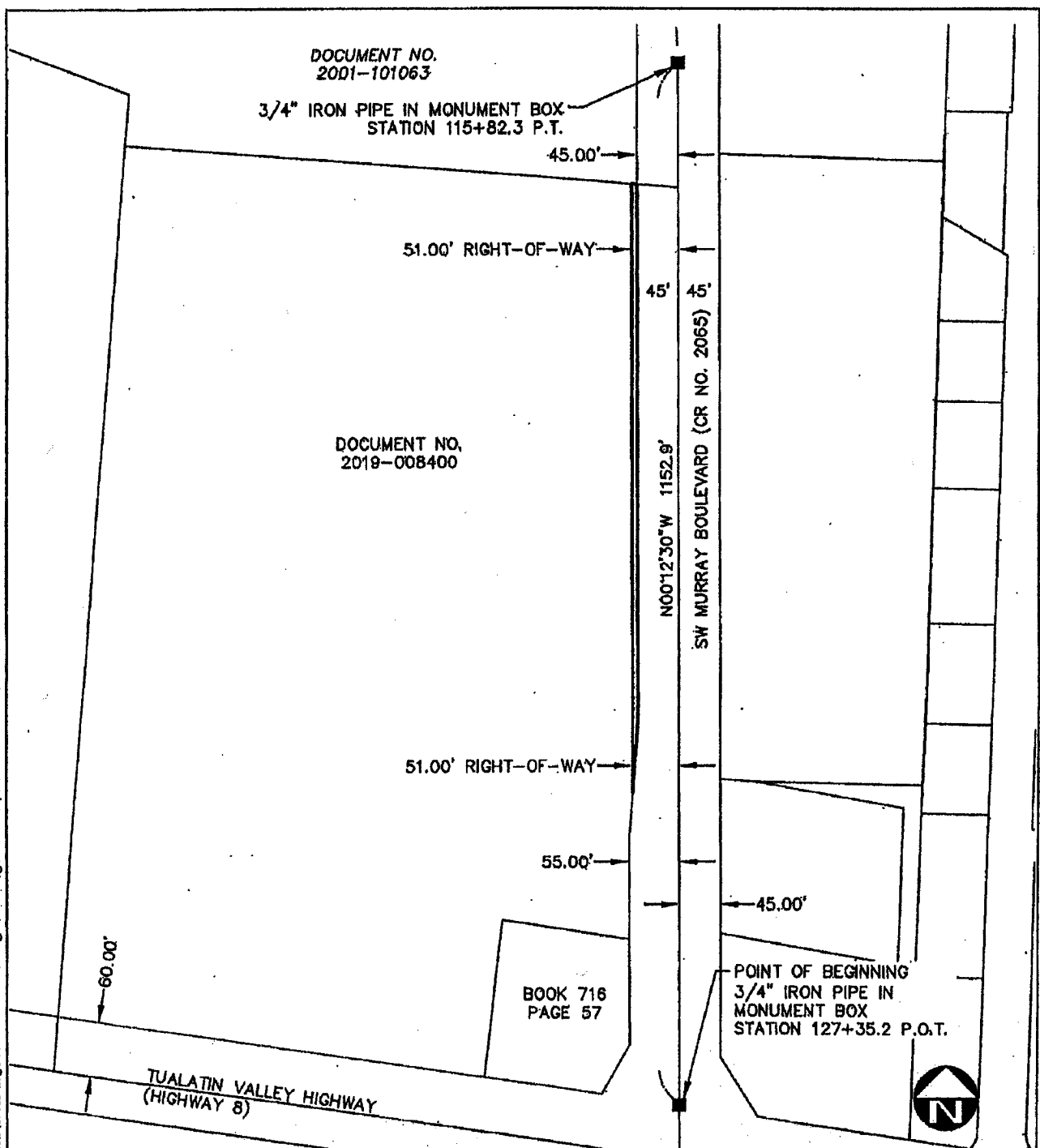
Containing 3,817 square feet, more or less.

Basis of bearings being the centerline of SW Murray Boulevard (County Road No. 2065) per Plat of County Road No. 2065, Washington County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021



N:\proj\395-081\07 Draw\fig\06 Survey\Legal\06 Dedication.dwg - SHEET: Legal Desc Sep. 5, 19 - 11:21 AM latemch

**EXHIBIT A
DEDICATION OF RIGHT-OF-WAY**

DRAWN BY: FAA DATE: 9/5/19
 REVIEWED BY: TCJ DATE: 9/5/19
 PROJECT NO.: 395-081
 SCALE: 1"=150'
 PAGE 2 OF 2



12564 SW Main St
 Tigard, OR 97223
 [T] 503-941-9484
 [F] 503-941-9485

After Recording, Return to:
Terry C. Hauck
Schwabe Williamson & Wyatt
1211 SW Fifth Avenue, Suite 1900
Portland, OR 97204

Washington County, Oregon **2020-010410**
D-E
Stn=2 S AKINS **02/06/2020 09:47:32 AM**
\$85.00 \$11.00 \$5.00 \$60.00 **\$161.00**

I, Margaret Garza, Interim 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.

Margaret Garza, Interim Director of Assessment and Taxation, Ex-Officio

3418 ACCO
This instrument filed for record by LEX Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

DECLARATION OF NO-BUILD EASEMENT

Grantor, Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation. Grantor is the owner of the real property described on Exhibit A attached hereto (herein the "Property"). Grantor hereby declares a perpetual non-exclusive no-build easement (the "Easement") in, on, over, and across the portion of the Property described in Exhibit B and depicted in Exhibit C attached hereto (the "Easement Area").

1. Grantor and Tenant (as defined below) reserve the right to use the surface of the Easement Area for landscaping, provided, however, that Grantor shall not erect, place or construct any permanent buildings or structures on the Easement Area.
2. The Easement granted hereby is granted subject to all prior easements and encumbrances of record.
3. The Easement shall run with the land, and shall be binding upon Grantor, Tenant and their successors and assigns.
4. This Easement shall remain in full force and effect and shall not be amended or terminated without the prior written approval of an authorized representative of the City of Beaverton, Oregon.
5. West End Beaverton, LLC, as tenant ("Tenant") and Grantor, as landlord, are parties to a Ground Lease dated July 17, 2018 (as amended, the "Lease"). Tenant hereby consents to the forgoing grant of Easement and agrees that its right, title and

After Recording, Return to:
Terry C. Hauck
Schwabe Williamson & Wyatt
1211 SW Fifth Avenue, Suite 1900
Portland, OR 97204

3418 ACCO
This instrument filed for record by LEX
Fidelity National Title as an accommodation
only. It has not been examined as to its
execution or as to its effect upon the title.

DECLARATION OF NO-BUILD EASEMENT

Grantor, Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation. Grantor is the owner of the real property described on Exhibit A attached hereto (herein the "Property"). Grantor hereby declares a perpetual non-exclusive no-build easement (the "Easement") in, on, over, and across the portion of the Property described in Exhibit B and depicted in Exhibit C attached hereto (the "Easement Area").

1. Grantor and Tenant (as defined below) reserve the right to use the surface of the Easement Area for landscaping, provided, however, that Grantor shall not erect, place or construct any permanent buildings or structures on the Easement Area.
2. The Easement granted hereby is granted subject to all prior easements and encumbrances of record.
3. The Easement shall run with the land, and shall be binding upon Grantor, Tenant and their successors and assigns.
4. This Easement shall remain in full force and effect and shall not be amended or terminated without the prior written approval of an authorized representative of the City of Beaverton, Oregon.
5. West End Beaverton, LLC, as tenant ("Tenant") and Grantor, as landlord, are parties to a Ground Lease dated July 17, 2018 (as amended, the "Lease"). Tenant hereby consents to the forgoing grant of Easement and agrees that its right, title and

interest as tenant in and to the Property shall be subject to the Easement, and that the Easement shall be for all purposes treated as if it was an existing encumbrance affecting the Property as of the original date of the Lease.

Dated this 29th day of January, 2020.

GRANTOR:

SISTERS OF ST. MARY OF OREGON
CORPORATION, an Oregon non-profit corporation

By: Charlene Herinckx
Charlene Herinckx
Its: President

TENANT:

WEST END BEAVERTON, LLC,
a Delaware limited liability company

By: Urban Form Development LLC,
A Delaware limited liability company,
Its managing member

By: Stanton Street Building Company, LLC,
an Oregon limited liability company,
its managing member

By: _____
Name: Fred Gast
Title: Manager

[NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGE]

interest as tenant in and to the Property shall be subject to the Easement, and that the Easement shall be for all purposes treated as if it was an existing encumbrance affecting the Property as of the original date of the Lease.

Dated this 21st day of January, 2020.

GRANTOR:

SISTERS OF ST. MARY OF OREGON
CORPORATION, an Oregon non-profit corporation

By: _____
Charlene Herinckx
Its: President

TENANT:

WEST END BEAVERTON, LLC,
a Delaware limited liability company

By: Urban Form Development LLC,
A Delaware limited liability company,
Its managing member

By: Stanton Street Building Company, LLC,
an Oregon limited liability company,
its managing member

By:  _____
Name: Fred Gast
Title: Manager

[NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on ~~February 29~~ ^{January}, 2020, by Charlene Herinckx, in her capacity as President of Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, as Grantor.



Katelyn Delph
Notary Public for Oregon
Print Name Katelyn Delph
My commission expires October 3, 2020

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me on _____, 2020, by Fred Gast, in his capacity as Manager of Stanton Street Building Company, LLC, an Oregon limited liability company, in its capacity as Managing Member of Urban Form Development, LLC, a Delaware limited liability company, in its capacity as Managing Member of West End Beaverton, LLC, a Delaware limited liability company.

Notary Public for Oregon
Print Name _____
My commission expires: _____

STATE OF OREGON)
County of ~~Washington~~ ^{multnomah}) ss.

This instrument was acknowledged before me on ~~February 29~~ ^{January} 29, 2020, by Charlene Herinckx, in her capacity as President of Sisters of St. Mary of Oregon Corporation, an Oregon non-profit corporation, as Grantor.

Notary Public for Oregon
Print Name _____
My commission expires _____

STATE OF OREGON)
County of ~~Washington~~ ^{multnomah})

This instrument was acknowledged before me on January 29, 2020, by Fred Gast, in his capacity as Manager of Stanton Street Building Company, LLC, an Oregon limited liability company, in its capacity as Managing Member of Urban Form Development, LLC, a Delaware limited liability company, in its capacity as Managing Member of West End Beaverton, LLC, a Delaware limited liability company.



Christine Carlson

Notary Public for Oregon
Print Name Christine Carlson
My commission expires: 12/17/2022

EXHIBIT A

Property Legal Description

EXHIBIT "A" Legal Description

PARCEL I:

A tract of land in the Southeast one quarter of Section 8, the Southwest one quarter of Section 9, the Northwest one quarter of Section 16 and the Northeast one quarter of Section 17, ALL IN Township 1 South, Range 1 West, of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, being more particularly described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115+82.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 08° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along the Westerly right-of-way line of said S.W. 145th Avenue a distance of 132.15 feet to the true point of beginning of hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 179.03 feet; thence North 85° 42' 00" West a distance of 570.03 feet to a point on the Westerly boundary line of the Sisters of St. Mary's property; thence North 04° 18' 00" East along said Westerly boundary line a distance of 178.48 feet; thence South 85° 42' 00" East perpendicular to the afore described Westerly boundary line a distance of 555.97 feet to the true point of beginning of the hereinbefore described tract of land.

EXCEPTING THEREFROM that portion dedicated for right of way by Right-of-Way Dedication Deed, recorded December 20, 2019, recorder's no. 2019-092667.

PARCEL II:

A tract of land, in the Southeast one quarter of Section 8 and the Northeast one quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115 +83.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 06° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along said Westerly right-of-way line a distance of 311.18 feet to the true point of beginning of the hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 659.97 feet; thence North 81° 34' West a distance of 149.70 feet; thence South 06° 23' 53" West a distance of 173.19 feet to a point on the Northerly right-of-way line of the Tualatin Valley Highway; thence North 81° 37' 32" West along said Northerly right-of-way line a distance of 467.45 feet to a point on the Westerly boundary line of the Sisters of Saint Mary's property; thence North 04° 18' East along said Westerly boundary line a distance of 787.00 feet; thence South 85° 42' East a distance of 570.03 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated for right of way by Right-of-Way Dedication Deed, recorded December 20, 2019, recorder's no. 2019-092667.

PARCEL III:

A tract of land located in the Northeast one-quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, being more particularly described as follows:

EXHIBIT "A"
Legal Description

Beginning at a point on the Westerly right of way line of S.W. 145th Avenue opposite Engineer's Station 126+50; thence North 00° 12' 00" West along said westerly right of way line 95.92 feet; thence North 81° 37' 00" West, 149.91 feet; thence South 6° 23' 00" West, 173.15 feet to the Northerly right of way line of the Tualatin Valley Highway; thence South 81° 37' 00" East along said Northerly right of way line 129.53 feet; thence North 28° 30' 25" East, 83.27 feet to the point of beginning.

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

PARCEL I:

A tract of land in the Southeast one quarter of Section 8, the Southwest one quarter of Section 9, the Northwest one quarter of Section 16 and the Northeast one quarter of Section 17, ALL IN Township 1 South, Range 1 West, of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, being more particularly described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115+82.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 08° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along the Westerly right-of-way line of said S.W. 145th Avenue a distance of 132.15 feet to the true point of beginning of hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 179.03 feet; thence North 85° 42' 00" West a distance of 570.03 feet to a point on the Westerly boundary line of the Sisters of St. Mary's property; thence North 04° 18' 00" East along said Westerly boundary line a distance of 178.48 feet; thence South 85° 42' 00" East perpendicular to the afore described Westerly boundary line a distance of 555.97 feet to the true point of beginning of the hereinbefore described tract of land.

EXCEPTING THEREFROM that portion dedicated for right of way by Right -of- Way Dedication Deed, recorded December 20, 2019, recorder's no. 2019-092667.

PARCEL II:

A tract of land, in the Southeast one quarter of Section 8 and the Northeast one quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, Washington County, Oregon, described as follows:

Commencing at a 3/4 inch iron pipe on the Westerly right-of-way line of S.W. 145th Avenue, said iron pipe being 45.00 feet right of (when measured at right angles) Engineers Station 115 + 83.30 P.T. and is recorded as bearing South 69° 43' 16" East a distance of 1054.53 feet and South 06° 23' 44" East a distance of 47.82 feet and South 02° 42' 02" East a distance of 493.84 feet from the Southwest corner of the George Elliott Donation Land Claim No. 42 in Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence South 00° 12' 30" East along said Westerly right-of-way-line a distance of 311.18 feet to the true point of beginning of the hereinafter described tract of land; thence continuing South 00° 12' 30" East along said Westerly right-of-way line a distance of 659.97 feet; thence North 81° 34' West a distance of 149.70 feet; thence South 06° 23' 53" West a distance of 173.19 feet to a point on the Northerly right-of-way line of the Tualatin Valley Highway; thence North 81° 37' 32" West along said Northerly right-of-way line a distance of 467.45 feet to a point on the Westerly boundary line of the Sisters of Saint Mary's property; thence North 04° 18' East along said Westerly boundary line a distance of 787.00 feet; thence South 85° 42' East a distance of 570.03 feet to the true point of beginning.

EXCEPTING THEREFROM that portion dedicated for right of way by Right -of-Way Dedication Deed, recorded December 20, 2019, recorder's no. 2019-092667.

PARCEL III:

ATTACHED FOR LEGIBILITY

A tract of land located in the Northeast one-quarter of Section 17, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point on the Westerly right of way line of S.W. 145th Avenue opposite Engineer's Station 126+50; thence North $00^{\circ} 12' 00''$ West along said westerly right of way line 95.92 feet; thence North $81^{\circ} 37' 00''$ West, 149.91 feet; thence South $6^{\circ} 23' 00''$ West, 173.15 feet to the Northerly right of way line of the Tualatin Valley Highway; thence South $81^{\circ} 37' 00''$ East along said Northerly right of way line 129.53 feet; thence North $28^{\circ} 30' 25''$ East, 83.27 feet to the point of beginning

ATTACHED FOR LEGIBILITY

EXHIBIT B

No Build Easement Area Legal Description



August 13, 2019

LEGAL DESCRIPTION
No-Build Easement

Job No. 395-081

Two easements within the land described as Parcel I in Document No. 2019-008400, Washington County Deed Records, in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

Easement 1
COMMENCING at the Northwest corner of said land described as Parcel I in Document No. 2019-008400;

thence along the westerly line of said land, South 04°18'31" West, a distance of 46.21 feet;
thence leaving said westerly line, South 85°41'29" East, a distance of 92.11 feet to the POINT OF BEGINNING;

thence South 85°41'29" East, a distance of 170.81 feet;

thence South 04°18'31" West, a distance of 3.50 feet;

thence North 85°41'29" West, a distance of 170.81 feet;

thence North 04°18'31" East, a distance of 3.50 feet to the POINT OF BEGINNING.

Containing 598 square feet, more or less.

Easement 2
COMMENCING at the Northwest corner of said land described as Parcel I in Document No. 2019-008400;

thence along the westerly line of said land, South 04°18'31" West, a distance of 46.21 feet;

thence leaving said westerly line, South 85°41'29" East, a distance of 326.68 feet to the POINT OF BEGINNING;

thence North 85°41'29" West, a distance of 97.17 feet;

thence North 04°18'31" East, a distance of 0.75 feet;

thence North 85°41'29" West, a distance of 5.06 feet;

thence South 04°18'31" West, a distance of 3.50 feet;

thence South 85°41' 29" East, a distance of 2.53 feet;
thence South 04°18' 31" West, a distance of 0.75 feet;
thence South 85°41' 29" East, a distance of 23.38 feet;
thence North 04°18' 31" East, a distance of 1.00 feet;
thence South 85°41' 29" East, a distance of 26.32 feet;
thence North 04°18' 31" East, a distance of 2.60 feet to the POINT OF BEGINNING,
Containing 333 square feet, more or less.

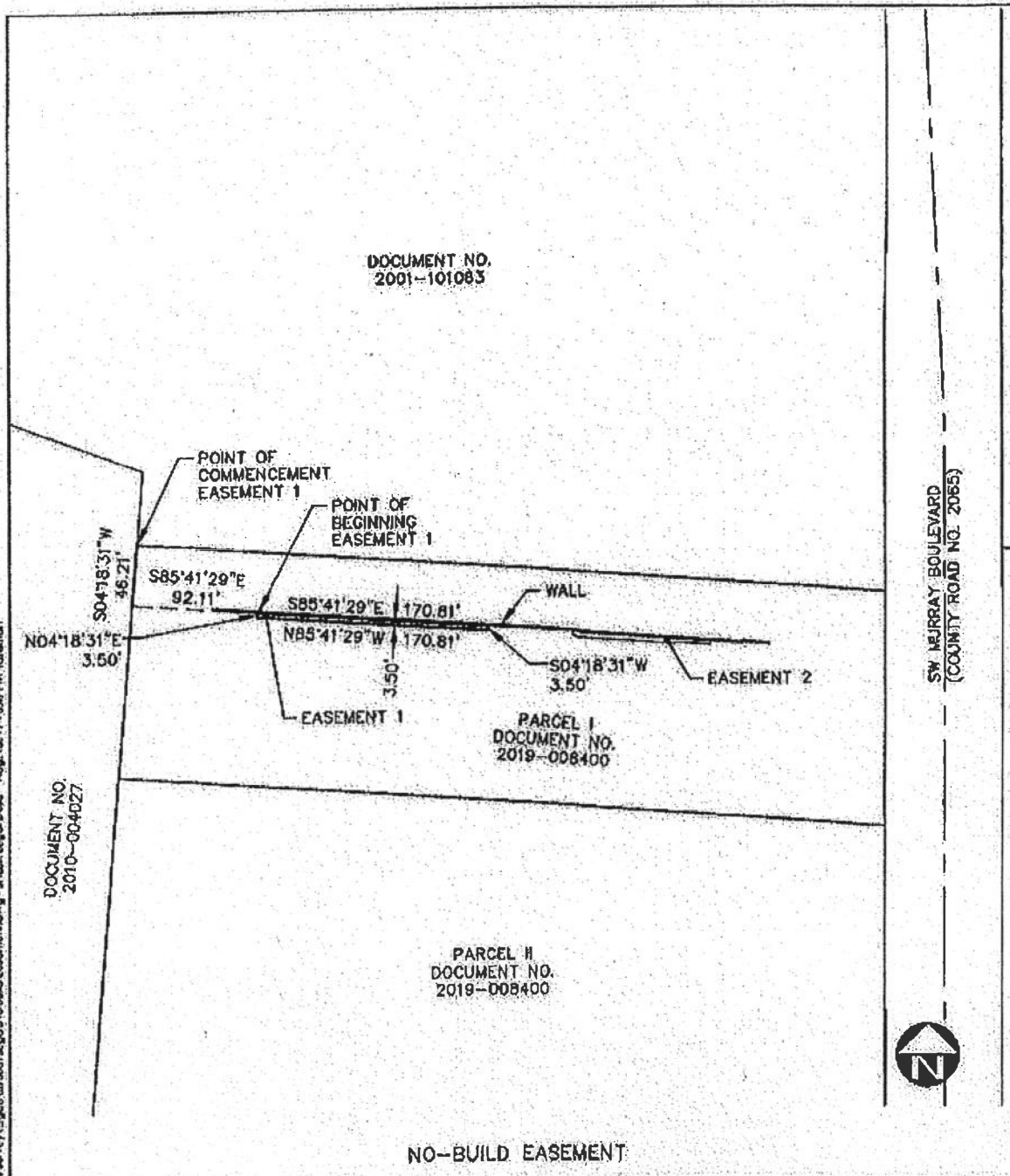
Basis of bearings being the centerline of SW Murray Boulevard (County Road No. 2065) per plat
of County Road 2065, Washington County Road Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

TCA
OREGON
JULY 9, 2002
TRAVIS C. JANSEN
37751

RENEWS: 01/30/2021

EXHIBIT C No-Build Easement 1 Depiction



DRAWN BY: FAA DATE: 8/13/19
 REVIEWED BY: IGJ DATE: 8/13/19
 PROJECT NO.: 385-081
 SCALE: 1"=100'
 PAGE 3 OF 4



12564 SW Main St
 Tlgard, OR 97223
 (T) 503-941-9484
 (F) 503-941-9485

No-Build Easement 2 Depiction

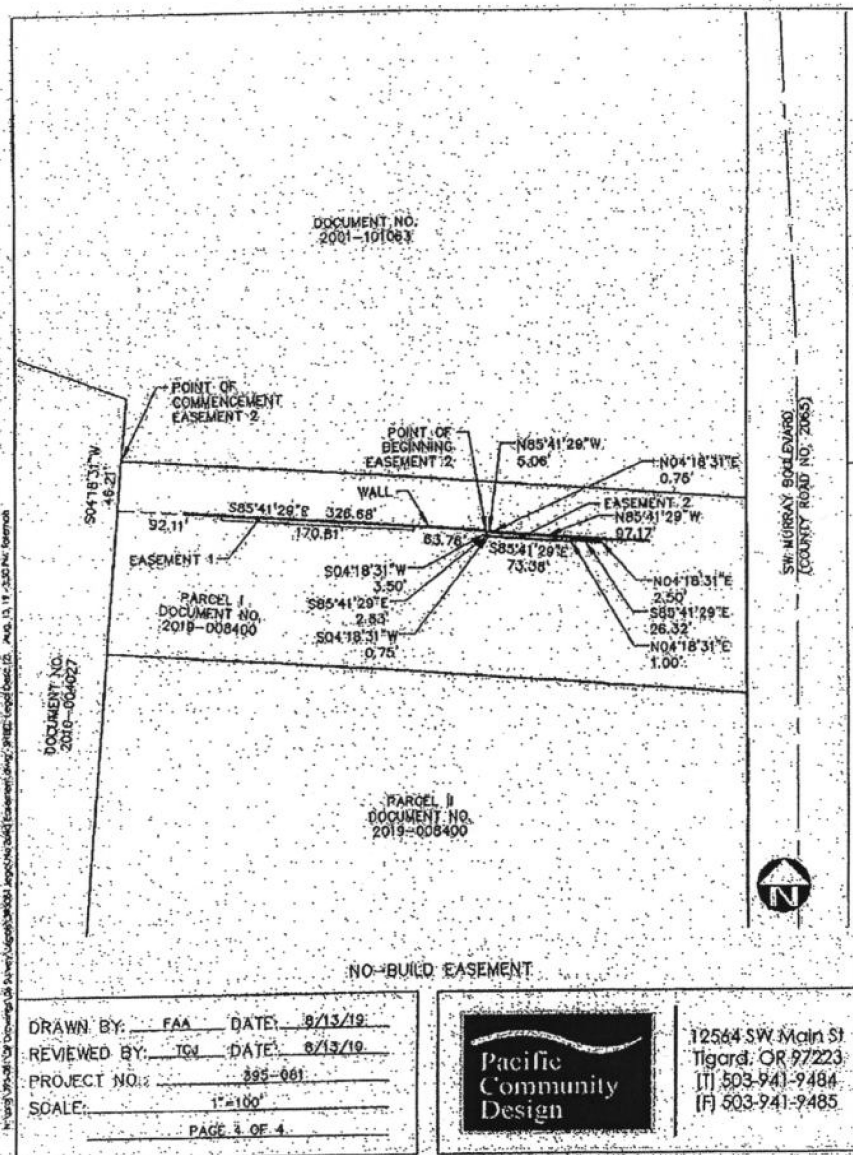




EXHIBIT B
No Build Easement Area Description

August 13, 2019

LEGAL DESCRIPTION
No-Build Easement

Job No. 395-081

Two easements within the land described as Parcel I in Document No. 2019-008400, Washington County Deed Records, in the Southeast Quarter of Section 8, Township 1 South, Range 1 West, Willamette Meridian, City of Beaverton, Washington County, State of Oregon, more particularly described as follows:

Easement 1

COMMENCING at the Northwest corner of said land described as Parcel I in Document No. 2019-008400;

thence along the westerly line of said land, South 04° 18' 31" West, a distance of 46.21 feet;

thence leaving said westerly line, South 85° 41' 29" East, a distance of 92.11 feet to the POINT OF BEGINNING;

thence South 85° 41' 29" East, a distance of 170.81 feet;

thence South 04° 18' 31" West, a distance of 3.50 feet;

thence North 85° 41' 29" West, a distance of 170.81 feet;

thence North 04° 18' 31" East, a distance of 3.50 feet to the POINT OF BEGINNING.

Containing 598 square feet, more or less.

Easement 2

COMMENCING at the Northwest corner of said land described as Parcel I in Document No. 2019-008400;

thence along the westerly line of said land, South 04° 18' 31" West, a distance of 46.21 feet;

thence leaving said westerly line, South 85° 41' 29" East, a distance of 326.68 feet to the POINT OF BEGINNING;

thence North 85° 41' 29" West, a distance of 97.17 feet;

thence North 04° 18' 31" East, a distance of 0.75 feet;

thence North 85° 41' 29" West, a distance of 5.06 feet;

thence South 04° 18' 31" West, a distance of 3.50 feet;

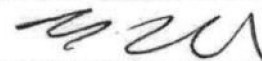
ATTACHED FOR LEGIBILITY

thence South 85° 41' 29" East, a distance of 2.53 feet;
thence South 04° 18' 31" West, a distance of 0.75 feet;
thence South 85° 41' 29" East, a distance of 73.38 feet;
thence North 04° 18' 31" East, a distance of 1.00 feet;
thence South 85° 41' 29" East, a distance of 26.32 feet;
thence North 04° 18' 31" East, a distance of 2.50 feet to the POINT OF BEGINNING.

Containing 333 square feet, more or less.

Basis of bearings being the centerline of SW Murray Boulevard (County Road No. 2065) per plat of County Road 2065, Washington County Road Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

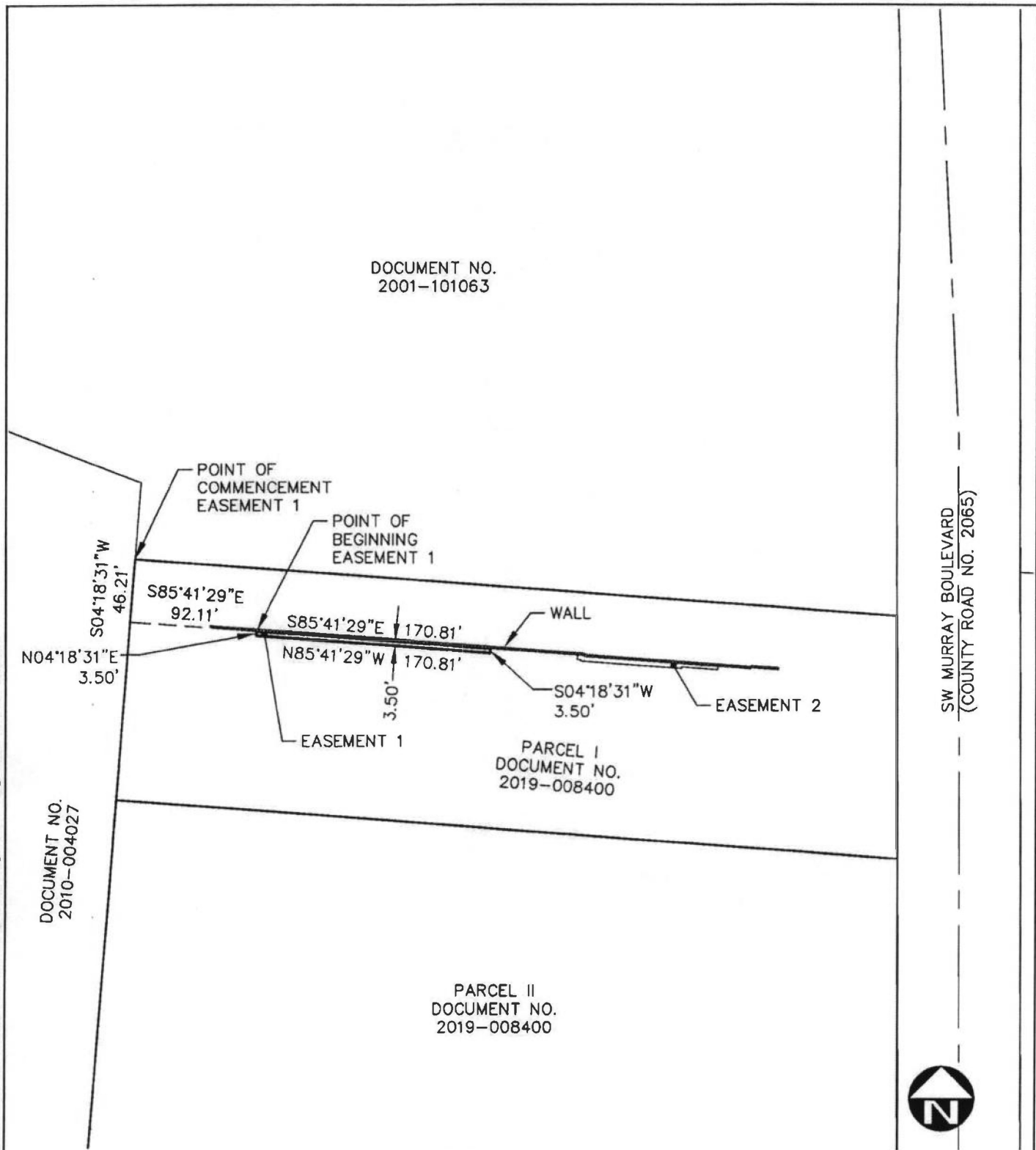


OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021

ATTACHED FOR LEGIBILITY

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ATTACHED FOR LEGIBILITY

EXHIBIT C
NO-BUILD EASEMENT 1 DEPICTION

DRAWN BY: FAA DATE: 8/13/19

REVIEWED BY: TCJ DATE: 8/13/19

PROJECT NO.: 395-081

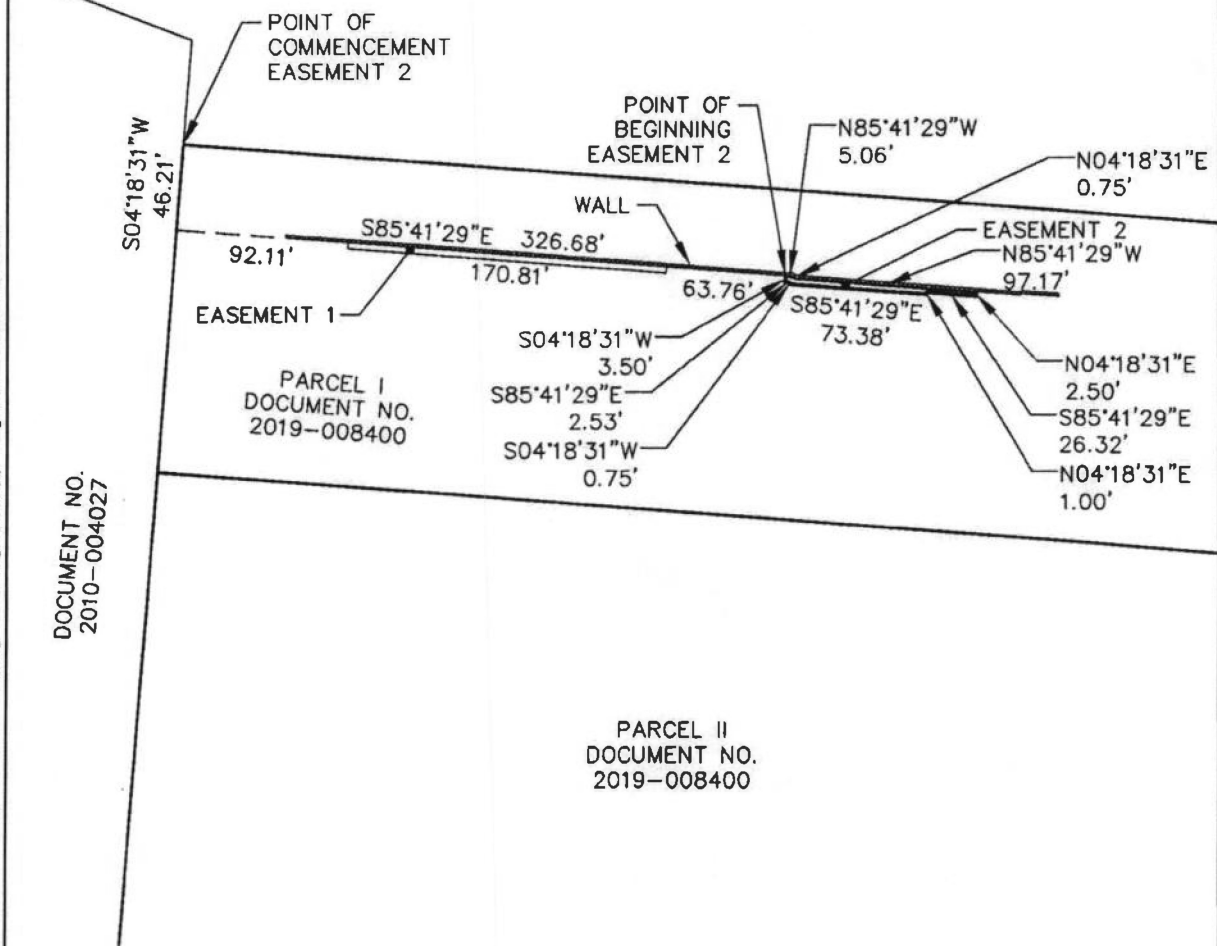
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PAGE 3 OF 4



12564 SW Main St
Tigard, OR 97223
[T] 503-941-9484
[F] 503-941-9485

DOCUMENT NO.
2001-101063



SW MURRAY BOULEVARD
(COUNTY ROAD NO. 2065)

ATTACHED FOR LEGIBILITY



EXHIBIT C
NO-BUILD EASEMENT 2 DEPICTION

DRAWN BY: FAA DATE: 8/13/19
 REVIEWED BY: TCJ DATE: 8/13/19
 PROJECT NO.: 395-081
 SCALE: 1"=100'
 PAGE 4 OF 4



12564 SW Main St
Tigard, OR 97223
[T] 503-941-9484
[F] 503-941-9485

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DOCUMENT NO.
2010-004027

PARTITION PLAT NO.

RECORDED AS DOCUMENT NO.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON

SURVEYED: MAY 7, 2020



- LEGEND**
- SET 5/8" X 30" IRON ROD
 - FOUND PLASTIC CAP
 - INScribed "PACIFIC COMMUNITY DESIGN"
 - FOUND PUBLIC LAND CORNER, AS NOTED
 - FOUND MONUMENT, AS NOTED
 - SN SURVEY NO.
 - CR COUNTY ROAD
 - (#) FOUND MONUMENT REFERENCE NOTES, SEE TABLE ON SHEET 7
 - [] SURVEY/DEED RECORD BEARING AND/OR DISTANCE
 - { } SET MONUMENT REFERENCE NOTES, SEE TABLE ON SHEET 7
 - ROW RIGHT-OF-WAY
 - [] EASEMENT REFERENCE NOTES, SEE TABLE
 - CL CENTERLINE
 - PS POINT OF SPIRAL CURVE
 - PL PROPERTY LINE

SHEET INDEX

1. PLAT BOUNDARY REFERENCES
2. DETAIL-1
3. DETAIL-2
4. DETAIL-3 AND DETAIL-4
5. EASEMENT REFERENCE NOTES
6. DETAIL-5, DETAIL-6, & DETAIL-7
7. FOUND MONUMENT REFERENCE NOTES
8. SURVEYOR'S CERTIFICATE
9. DECLARATION OF INTENT
10. CITY OF BEAVERTON APPROVALS
11. WASHINGTON COUNTY APPROVALS

REFERENCES

- S1 SURVEY NO. 12,754 - AUGUST C. GERRING
- S2 SURVEY NO. 10,602 - MILTON J. MERRIN, JR.
- S3 SURVEY NO. 17,679 - FRANK H. SELLERS
- S4 SURVEY NO. 19,092 - ROBERT M. SCHLENNING
- S5 SURVEY NO. 23,299 - LOUIS J. SPISLA
- S6 SURVEY NO. 23,581 - RICHARD L. DRINKWATER
- S7 SURVEY NO. 26,116 - JOHN M. PETERSON
- S8 SURVEY NO. 26,575 - DOUGLAS T. DAVIS
- S9 SURVEY NO. 27,202 - LAWRENCE D. HART
- S10 SURVEY NO. 7,837 - VERLE C. MOORE
- S11 SURVEY NO. 9,005 - LAWRENCE SUPOVE
- S12 SURVEY NO. 12,149 - JOHN G. REPPETO
- S13 SURVEY NO. 13,102 - RONALD D. STAGER
- S14 SURVEY NO. 13,936 - RONALD D. STAGER
- S15 SURVEY NO. 29,968 - ALBERT HERTEL
- C1 COUNTY ROAD NO. 2065 - KENNETH A. MENG
- USBT BOOK 4 PAGE 67
- D1 BOOK 845 PAGE 897
- D2 BOOK 847 PAGE 89
- D3 BOOK 716 PAGE 57
- D4 DOCUMENT NO. 2001-043130
- D5 BOOK 118 PAGE 523

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS-6/30/2021

PACIFIC COMMUNITY DESIGN, INC.
12564 SW MAIN STREET
TIGARD, OR 97223
(503) 941-9484
JOB NO. 395-081
SHEET 1 OF 8



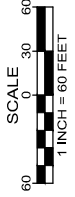
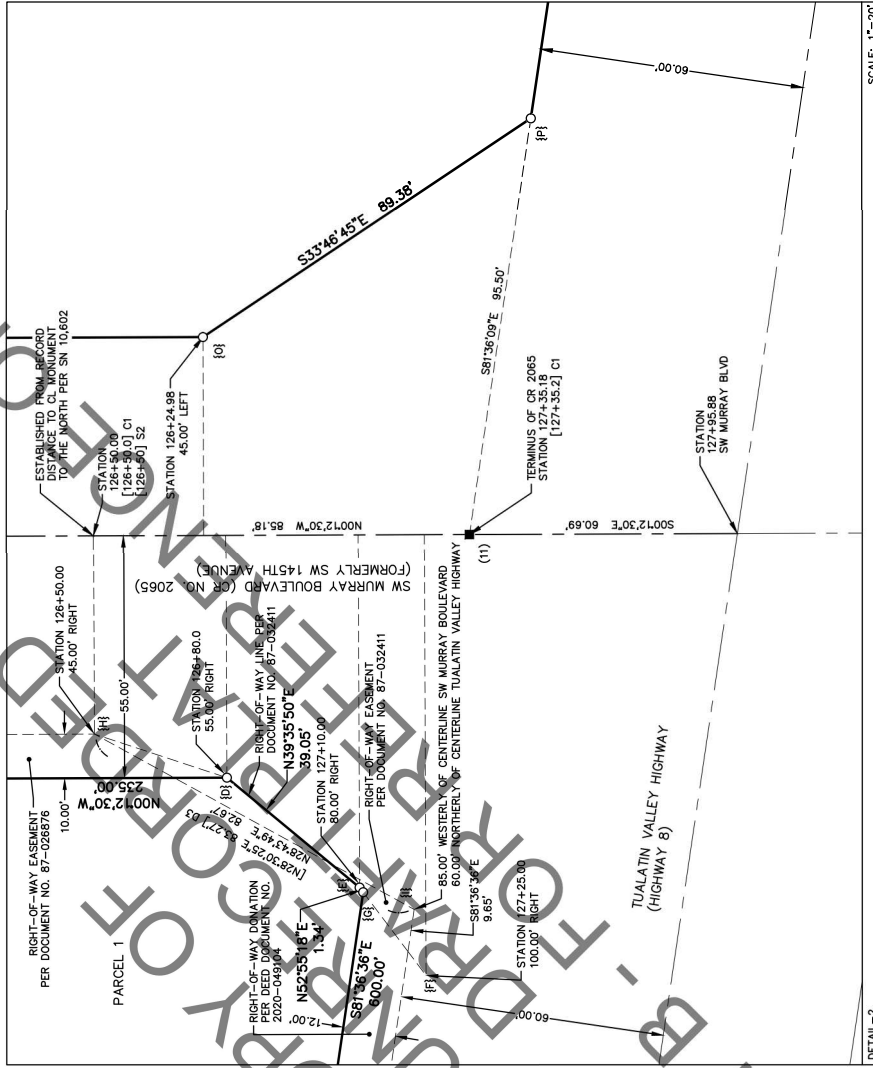
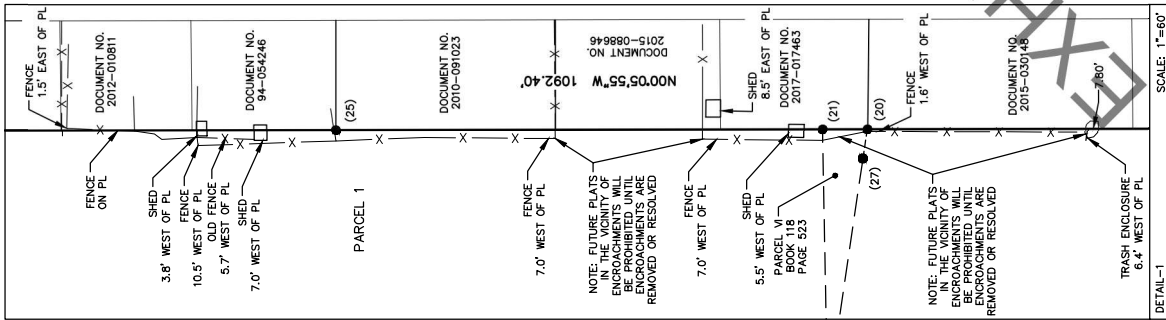
SCALE
0 50 100
1 INCH = 100 FEET



PARTITION PLAT NO.

RECORDED AS DOCUMENT NO. _____
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17,
 THE NORTHWEST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 9,
 TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
 CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON
 SURVEYED: MAY 7, 2020

- LEGEND.**
- # EASEMENT REFERENCE NOTES, SEE TABLE
 - DOC. NO. DOCUMENT NUMBER
 - PL PROPERTY LINE
 - O SET 5/8" X 30" IRON ROD WITH ORANGE PLASTIC CAP, INSCRIBED "PACIFIC COMMUNITY DESIGN"
 - FOUND MONUMENT AS NOTED
 - { } SET MONUMENT REFERENCE NOTES, SEE TABLE ON SHEET 7
 - CL CENTERLINE



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 9, 2002
 TRAVIS C. JANSEN
 37151

RENEWS: 6/30/2021

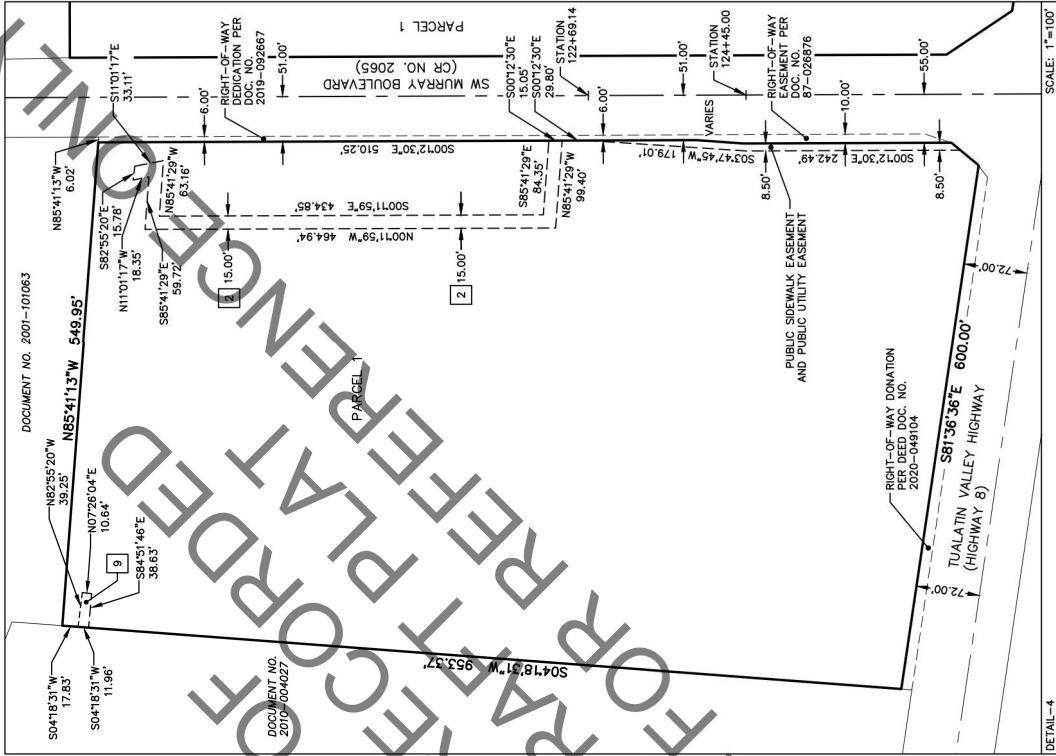
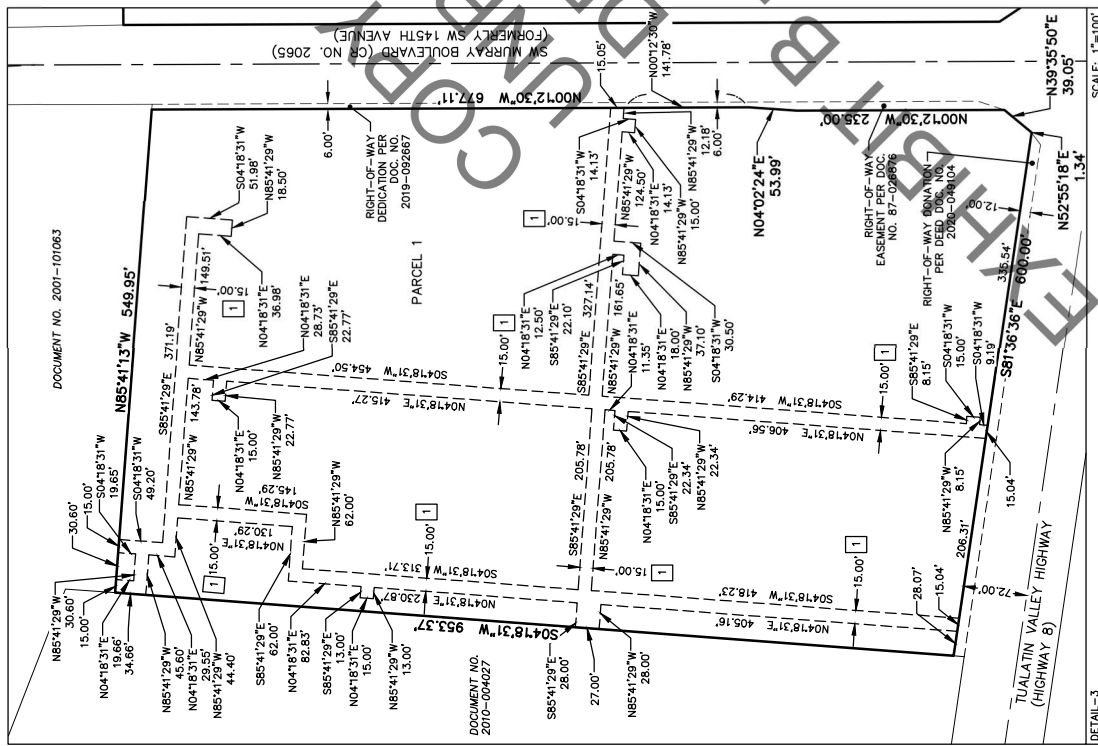
PACIFIC COMMUNITY DESIGN, INC.
 12564 SW MAIN STREET
 TIGARD, OR 97223
 (503) 941-9484

JOB NO. 395-081
 SHEET 2 OF 8

PARTITION PLAT NO.


RECORDED AS DOCUMENT NO. _____
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17,
 AND THE SOUTHWEST QUARTER OF SECTION 16, AND THE SOUTHWEST QUARTER OF SECTION 9,
 TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
 CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON
 SURVEYED: MAY 7, 2020

LEGEND
 [] EASEMENT REFERENCE NOTES, SEE TABLE
 DOC. NO. DOCUMENT NUMBER



EASEMENT REFERENCE NOTES

- 1 WATERLINE EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-3
- 2 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
- 3 SLOPE EASEMENT TO BENEFIT THE OREGON DEPARTMENT OF TRANSPORTATION AND DOCUMENT NOS. 87-026876 SEE SHEET 4, DETAIL-7
- 4 STORM WATER MANAGEMENT EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070025 SEE SHEET 4, DETAIL-6
- 5 SANITARY SEWER EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070024 SEE SHEET 4, DETAIL-5
- 6 REMAINING PUBLIC SLOPE EASEMENT PER BOOK 664 PAGE 226, ITS SOUTHERLY PORTION (NOT SHOWN) PER DOCUMENT NO. 2020-010410 SEE SHEET 4, DETAIL-8
- 7 EASEMENT FOR WATER QUALITY PRESERVATION TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2020-003015 SEE SHEET 4, DETAIL-8
- 8 DECLARATION OF NO-BUILD EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
- 9 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
- 10 SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
- 11 ACCESS EASEMENT PER DOCUMENT NO. 87-026876 SEE SHEET 5, DETAIL-9
- 12 UNDERGROUND UTILITY EASEMENT PER BOOK 872 PAGE 183 SEE SHEET 5, DETAIL-9
- 13 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 80-004565 SEE SHEET 5, DETAIL-10
- 14 SANITARY SEWER EASEMENT PER DOCUMENT NO. 84-048306 SEE SHEET 5, DETAIL-8
- 15 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 87-035185 SEE SHEET 5, DETAIL-9
- 16 PIPE UTILITY EASEMENT PER DOCUMENT NO. 2020-123622 SEE SHEET 6, DETAIL-11


 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JULY 9, 2002
 TRAVIS C. JANSEN
 57751
 RENEWS: 6/30/2021

SCALE
 0 50 100
 1 INCH = 100 FEET

PACIFIC COMMUNITY DESIGN, INC.
 12564 SW MAIN STREET
 TIGARD, OR 97223
 (503) 941-9484
 JOB NO. 395-081
 SHEET 3 OF 8

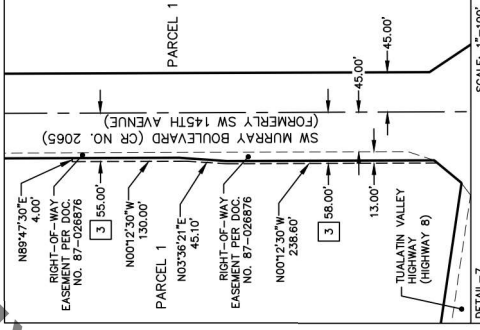
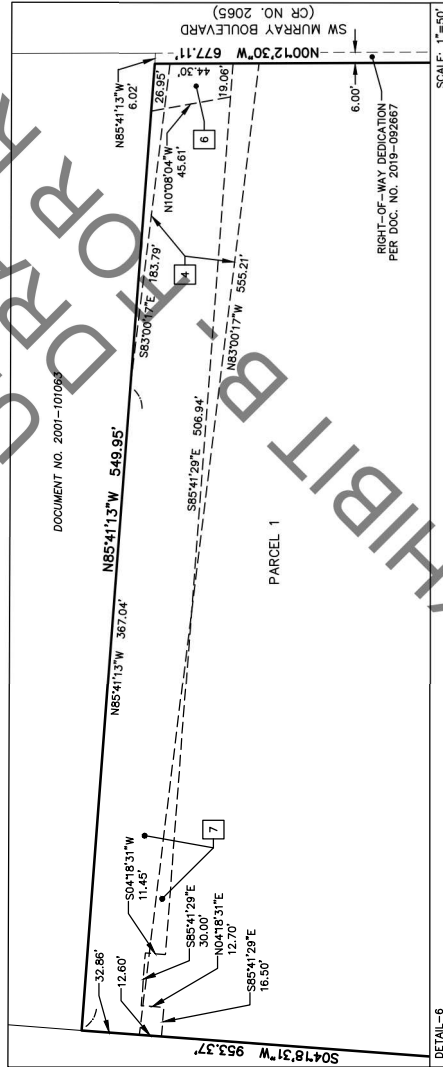
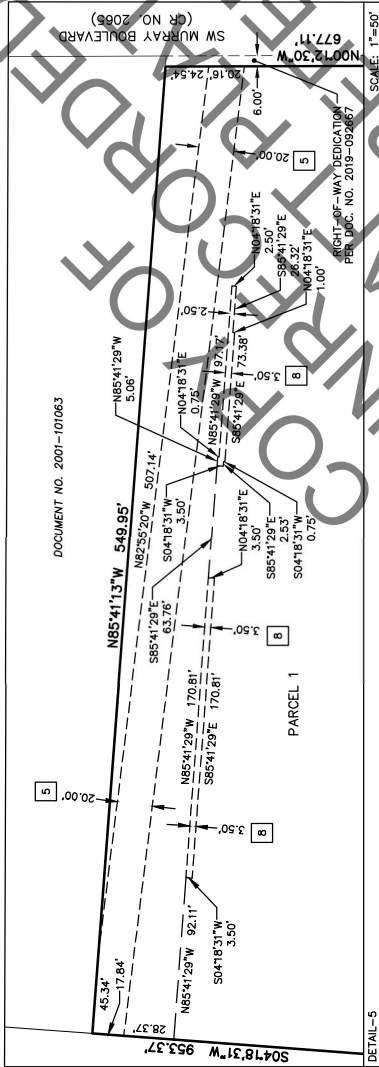
PARTITION PLAT NO.

RECORDED AS DOCUMENT NO. _____
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHWEST QUARTER OF SECTION 17,
 THE NORTHWEST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 9,
 TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
 CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON
 SURVEYED: MAY 7, 2020

EASEMENT REFERENCE NOTES

- 1 WATERLINE EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-5
- 2 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
- 3 SLOPE EASEMENT TO BENEFIT THE OREGON STATE HIGHWAY DEPARTMENT PER DOCUMENT NOS. 87-026876 AND 87-032411 SEE SHEET 4, DETAIL-7
- 4 STORM WATER MANAGEMENT EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070023 SEE SHEET 4, DETAIL-6
- 5 SANITARY SEWER EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070023 SEE SHEET 4, DETAIL-5
- 6 REMAINING RULING SLOPE EASEMENT PER BOOK 664 WAS VACATED BY DOCUMENT NO. 2020-132128 SEE SHEET 4, DETAIL-6
- 7 EASEMENT FOR WATER QUALITY PRESERVATION AND STORM AND SURFACE WATER DRAINAGE TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2020-035015 SEE SHEET 4, DETAIL-6
- 8 DECLARATION OF NO-BUILD EASEMENT PER DOCUMENT NO. 2020-010410 SEE SHEET 4, DETAIL-4
- 9 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
- 10 SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON PER BOOK 564 PAGE 718 SEE SHEET 5, DETAIL-8
- 11 ACCESS EASEMENT PER BOOK 820 PAGE 710 SEE SHEET 5, DETAIL-9
- 12 UNDERGROUND UTILITY EASEMENT PER BOOK 875 PAGE 185 SEE SHEET 5, DETAIL-9
- 13 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 80-004565 SEE SHEET 5, DETAIL-10
- 14 SANITARY SEWER EASEMENT PER DOCUMENT NO. 84-048306 SEE SHEET 5, DETAIL-8
- 15 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 87-035185 SEE SHEET 5, DETAIL-9
- 16 PGE UTILITY EASEMENT PER DOCUMENT NO. 2020-123622 SEE SHEET 6, DETAIL-11

LEGEND:
 [] EASEMENT REFERENCE NOTES: SEE TABLE
 DOC. NO. DOCUMENT NUMBER



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 9, 2002
 TRAVIS C. JANSEN
 57751

RENEWS: 6/30/2021

PACIFIC COMMUNITY DESIGN, INC.
 12564 SW MAIN STREET
 TIGARD, OR 97223
 (503) 941-9484

EXHIBIT B - COPIES FOR OFFICE

PARTITION PLAT NO.

RECORDED AS DOCUMENT NO.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17,
THE NORTHWEST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON

SURVEYED: MAY 7, 2020

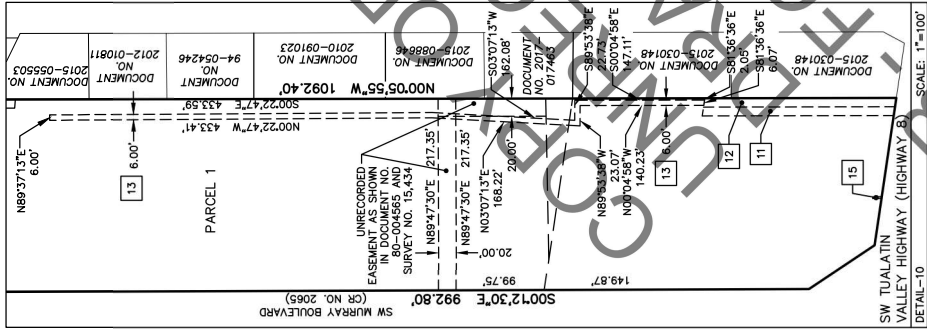
EASEMENT REFERENCE NOTES

- 1 WATERLINE EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-3
- 2 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
- 3 SLOPE EASEMENT TO BENEFIT THE OREGON DEPARTMENT OF TRANSPORTATION PER DOCUMENT NO. 87-026876 SEE SHEET 4, DETAIL-7
- 4 STORM WATER MANAGEMENT EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070025 SEE SHEET 4, DETAIL-6
- 5 SANITARY SEWER EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070024 SEE SHEET 4, DETAIL-5
- 6 REMAINING PUBLIC SLOPE EASEMENT PER BOOK 664 PAGE 226, ITS SOUTHERLY PORTION (NOT SHOWN) PER DOCUMENT NO. 2020-030315 SEE SHEET 4, DETAIL-6
- 7 EASEMENT FOR WATER QUALITY PRESERVATION TO BENEFIT THE CITY OF BEAVERTON PER DOCUMENT NO. 2020-030315 SEE SHEET 4, DETAIL-6
- 8 DECLARATION OF NO-BUILD EASEMENT TO BENEFIT THE CITY OF BEAVERTON PER DOCUMENT NO. 2020-010410 SEE SHEET 4, DETAIL-5
- 9 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON PER DOCUMENT NO. 2017-017486 SEE SHEET 5, DETAIL-8
- 10 SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON PER DOCUMENT NO. 2017-017486 SEE SHEET 5, DETAIL-8
- 11 ACCESS EASEMENT PER BOOK 825 PAGE 168 SEE SHEET 5, DETAIL-9
- 12 UNDERGROUND UTILITY EASEMENT PER BOOK 825 PAGE 168 SEE SHEET 5, DETAIL-9
- 13 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 80-004565 SEE SHEET 5, DETAIL-10
- 14 SANITARY SEWER EASEMENT PER DOCUMENT NO. 84-048306 SEE SHEET 5, DETAIL-8
- 15 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 87-035165 SEE SHEET 5, DETAIL-9
- 16 POE UTILITY EASEMENT PER DOCUMENT NO. 2020-123622 SEE SHEET 6, DETAIL-11

LEGEND

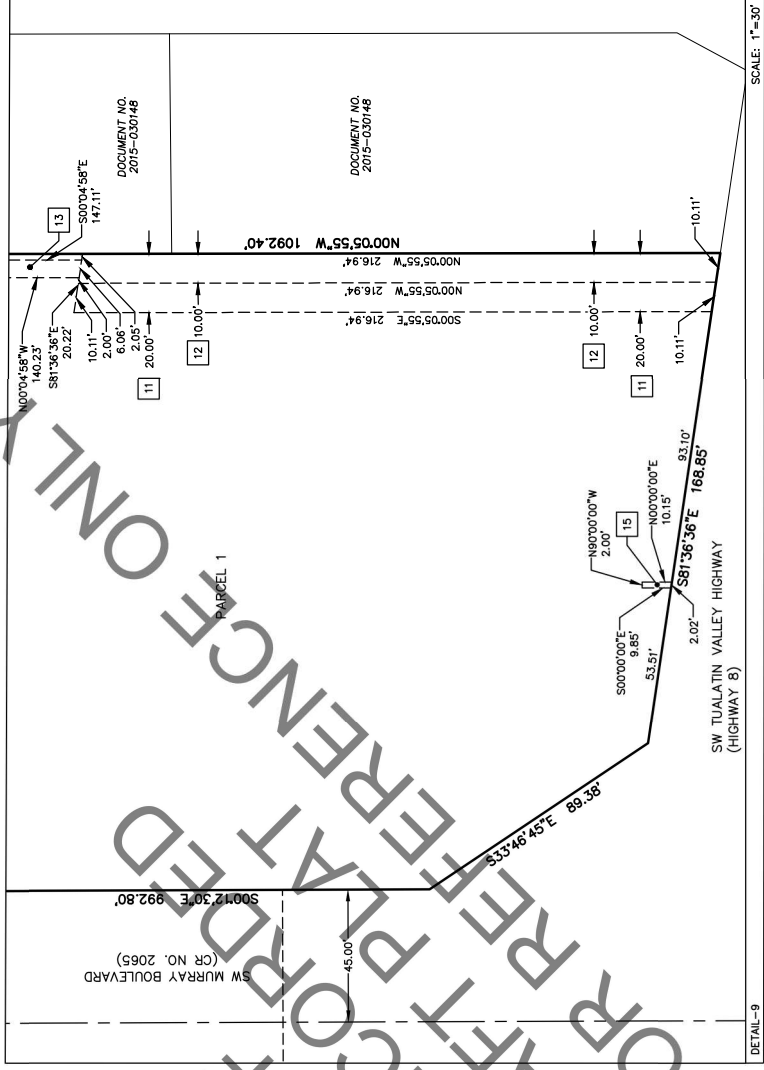
EASEMENT REFERENCE NOTES, SEE TABLE

DOC. NO. DOCUMENT NUMBER



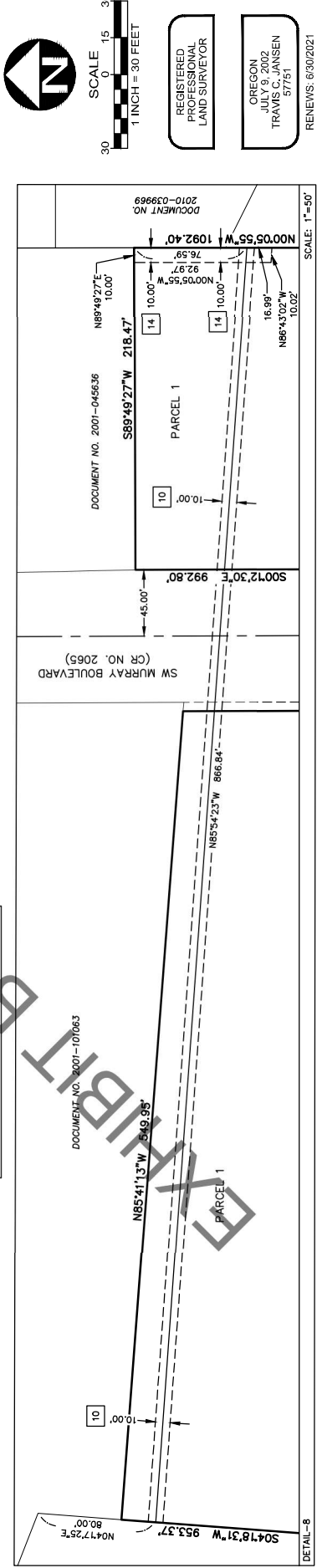
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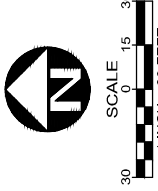
DETAIL-10

SCALE: 1"=50'



DETAIL-8

SCALE: 1"=50'



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021

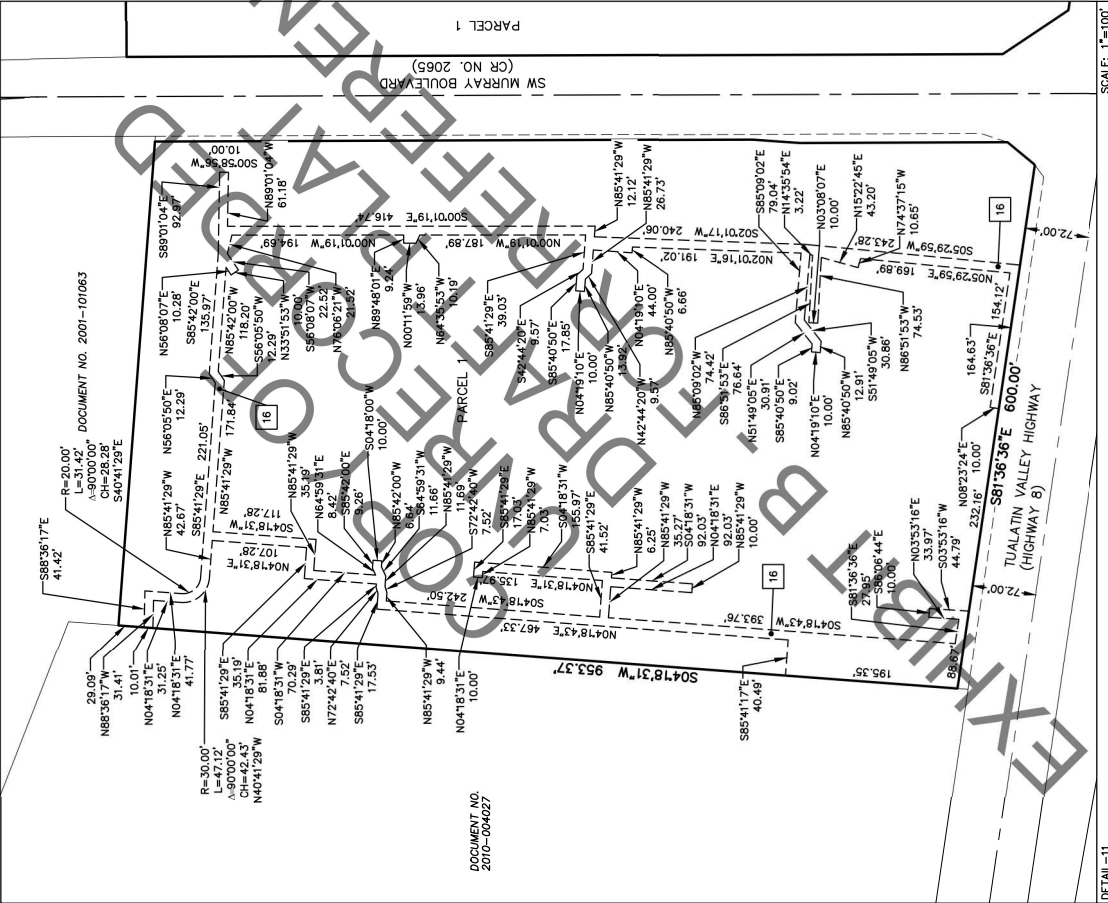
PACIFIC COMMUNITY DESIGN, INC.
12564 SW MAIN STREET
TIGARD, OR 97223
(503) 941-9484

JOB NO. 395-081
SHEET 5 OF 8

PARTITION PLAT NO.

RECORDED AS DOCUMENT NO. _____
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17,
 THE NORTHWEST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 9,
 TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
 CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON
 SURVEYED: MAY 7, 2020

LEGEND
 [] EASEMENT REFERENCE NOTES, SEE TABLE
 DOC. NO. DOCUMENT NUMBER



SCALE: 1"=100'

- EASEMENT REFERENCE NOTES**
- 1 WATERLINE EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-3
 - 2 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
 - 3 SLOPE EASEMENT TO BENEFIT THE OREGON DEPARTMENT OF TRANSPORTATION PER DOCUMENT NOS. 87-026876 AND 87-026878 SEE SHEET 4, DETAIL-7
 - 4 STORM WATER MANAGEMENT EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070025 SEE SHEET 4, DETAIL-6
 - 5 SANITARY SEWER EASEMENT TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2002-070024 SEE SHEET 4, DETAIL-5
 - 6 REMAINING PUBLIC SLOPE EASEMENT PER BOOK 664 PAGE 226, ITS SOUTHERLY PORTION (NOT SHOWN) PER DOCUMENT NO. 2020-132126 SEE SHEET 4, DETAIL-6
 - 7 EASEMENT FOR WATER QUALITY PRESERVATION TO BENEFIT CLEAN WATER SERVICES PER DOCUMENT NO. 2020-003015 SEE SHEET 4, DETAIL-6
 - 8 DECLARATION OF NO-BUILD EASEMENT PER DOCUMENT NO. 2020-010410 SEE SHEET 4, DETAIL-5
 - 9 SANITARY SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-4
 - 10 SEWER EASEMENT TO BENEFIT THE CITY OF BEAVERTON SEE SHEET 3, DETAIL-8
 - 11 ACCESS EASEMENT PER DOCUMENT NO. 84-048306 SEE SHEET 5, DETAIL-9
 - 12 UNDERGROUND UTILITY EASEMENT PER BOOK 872 PAGE 185 SEE SHEET 5, DETAIL-9
 - 13 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 80-004565 SEE SHEET 5, DETAIL-10
 - 14 SANITARY SEWER EASEMENT PER DOCUMENT NO. 84-048306 SEE SHEET 5, DETAIL-8
 - 15 UNDERGROUND UTILITY EASEMENT PER DOCUMENT NO. 87-035185 SEE SHEET 5, DETAIL-9
 - 16 PIPE UTILITY EASEMENT PER DOCUMENT NO. 2020-122622 SEE SHEET 6, DETAIL-11

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

SCALE
0 50 100
1 INCH = 100 FEET

RENEWS: 6/30/2021

PACIFIC COMMUNITY DESIGN, INC.
 12564 SW MAIN STREET
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 (503) 941-9484
 JOB NO. 395-081
 SHEET 6 OF 8

PARTITION PLAT NO.

FOUND MONUMENT REFERENCE NOTES.

- (1) 5/8" IR LEANING WESTERLY. DIMENSIONED IN SN 26.575 FALLS S80°54'32"W 0.27' FROM TRUE CORNER. NOT HELD.
- (2) 1 1/4" IP DOWN 0.3' PER SN 9.006, HELD FOR WEST LINE.
- (3) 5/8" IR BENT, TIED SPINHOLE PER SN 26.116 FALLS N85°41'13"W 0.20' FROM CORNER, HELD FOR NORTH LINE.
- (4) 5/8" IR WITH YPC INSCRIBED "SELLERS P.L.S. NO. 1061" PER SN 17.679, HELD FOR NORTH LINE.
- (5) 5/8" IR WITH ALC (UNREADABLE) DOWN 1.0' PER SN 12.754, HELD FOR WEST LINE.
- (6) 5/8" IR NO CAP DOWN 1.0' PER SN 12.754, HELD FOR WEST LINE.
- (7) ORIGIN UNKNOWN, HELD FOR WEST LINE.
- (8) NOT USED.
- (9) BRASS SCREW AND TAG, INSCRIBED "TLS 1886" PER SN 26.116 FALLS S80°54'32"W 0.27' FROM TRUE CORNER, HELD FOR NORTH LINE.
- (10) ESTABLISHED PS OF ROW HOLDING 45.00' PERPENDICULAR TO CENTERLINE MONUMENT.
- (11) 3/4" IP IN MONUMENT BOX. HELD AS CENTERLINE OF SW MURRAY BOULEVARD PER CR NO. 2065 AT STATION 115+82.3.
- (12) 3/4" IP IN MONUMENT BOX. HELD AS CENTERLINE OF SW MURRAY BOULEVARD PER CR NO. 2065 AT STATION 119+99.6.
- (13) 3/4" IP IN MONUMENT BOX WITH PK NAIL. HELD AS CENTERLINE OF SW MURRAY BOULEVARD PER CR NO. 2065 AT STATION 127+35.2, BEING THE TERMINUS POINT OF CR NO. 2065, A POINT ON THE NORTHERLY ROW OF HIGHWAY 8.
- (14) 5/8" IR WITH YPC INSCRIBED "DRINKWATER PLS 926" HELD AS EAST ROW PER SN 23.581.
- (15) 5/8" IR WITH YPC INSCRIBED "TLS 496" HELD AS EAST ROW PER SN 19.092.
- (16) 5/8" IR PER SN 7.837 HELD FOR CENTERLINE STATION 116+82.20.
- (17) 5/8" IR PER SN 27.202 HELD FOR 60.08' OFFSET FROM CENTERLINE STATION 15+01.24.
- (18) 5/8" IR PER SN 7.837 HELD FOR 60.08' OFFSET FROM CENTERLINE STATION 15+61.17.
- (19) 3/4" BRASS PLUG IN MONUMENT BOX, INSCRIBED "OSHD, 36+01.54 PS" HELD FOR CENTERLINE STATION 36+00.18, PER SN 27.202.
- (20) 3/4" BRASS PLUG IN MONUMENT BOX, INSCRIBED "OSHD, 36+01.54 PS" HELD FOR CENTERLINE STATION 36+01.54, PER SN 23.289.
- (21) 3-1/4" ALUMINUM DISC INSCRIBED AS SHOWN IN OWNER OF GEORGE E. LUDWIG, BOOK 42, U.S.G.I. BOOK 4, PAGE 67, ENTRY NO. 2.
- (22) NOT USED.
- (23) 5/8" IR NO CAP HELD FOR EAST LINE PER SN 13.936.
- (24) 5/8" IR BROKEN YPC HELD FOR EAST LINE PER SN 23.581.
- (25) 5/8" IR NO CAP HELD FOR EAST LINE PER SN 19.092.
- (26) 1" IP UP 2.0' FALLS N89°54'05"W 0.27' OF EAST LINE. ORIGIN UNKNOWN, REFERENCED IN SN 19.092.
- (27) 5/8" IR PER SN 13.102 HELD FOR EAST LINE. NOT HELD.
- (28) 5/8" IR WITH YPC INSCRIBED "HERTEL PLS 10867" PER SN 29.988 FALLS S89°54'05"E 0.29' OF EAST LINE, NOT HELD.
- (29) BRASS SCREW WITH BROKEN WASHER HELD PER SN 23.581.
- (30) RAIL ROAD SPIKE, ORIGIN UNKNOWN, REFERENCED AS SET 5/8" IR PER SN 13.936 HELD.

RECORDED AS DOCUMENT NO.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 16, AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON.

SURVEYED: MAY 7, 2020

SET MONUMENT REFERENCE NOTES.

- (A) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE WESTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD (CR NO. 2065) HELD FOR CENTERLINE OF SAID LINE. PER SN 17.679, (9), (10), AND (11) PER CR 2065.
- (B) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE WESTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD (CR NO. 2065) HELD FOR CENTERLINE OF SAID LINE. PER SN 17.679, (9), (10), AND (11) PER CR 2065.
- (C) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE WESTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD (CR NO. 2065) HELD FOR CENTERLINE OF SAID LINE. PER SN 17.679, (9), (10), AND (11) PER CR 2065.
- (D) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE WESTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD (CR NO. 2065) HELD FOR CENTERLINE OF SAID LINE. PER SN 17.679, (9), (10), AND (11) PER CR 2065.
- (E) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE WESTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD (CR NO. 2065) HELD FOR CENTERLINE OF SAID LINE. PER SN 17.679, (9), (10), AND (11) PER CR 2065.
- (F) MONUMENT NOT SET AT 51.00 FEET OFFSET FROM SAID CENTERLINE OF SW MURRAY BOULEVARD AT STATION 124+491.7.
- (G) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE WESTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD (CR NO. 2065) HELD FOR CENTERLINE OF SAID LINE. PER SN 17.679, (9), (10), AND (11) PER CR 2065.
- (H) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE WESTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD (CR NO. 2065) HELD FOR CENTERLINE OF SAID LINE. PER SN 17.679, (9), (10), AND (11) PER CR 2065.
- (I) MONUMENT NOT SET AT 60.00 FEET OFFSET FROM SAID CENTERLINE OF TUALATIN VALLEY HIGHWAY AND RECORD DISTANCE OF 467.45' FROM (J), PER DEED DOCUMENT NO. 2019-093439.
- (J) MONUMENT NOT SET AT 60.00 FEET OFFSET FROM SAID CENTERLINE OF TUALATIN VALLEY HIGHWAY AND RECORD DISTANCE OF 129.53' FROM (K), PER SN 16.602.
- (K) MONUMENT NOT SET AT 60.00 FEET OFFSET FROM SAID CENTERLINE OF TUALATIN VALLEY HIGHWAY AND RECORD DISTANCE OF 467.45' FROM (J), PER DEED DOCUMENT NO. 2019-093439.
- (L) MONUMENT NOT SET AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND A LINE BEING WESTERLY EXTENSION OF THE LINE BETWEEN (3) AND (4) AND A LINE BEING WESTERLY EXTENSION OF THE LINE BETWEEN (3) AND (4), PER SN 17.679.
- (M) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT RECORD DISTANCE OF 555.97 FEET FROM SAID CORNER (L) ALONG THE WESTERLY EXTENSION OF THE LINE BETWEEN (3) AND (4), PER SN 17.679.
- (N) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE NORTHERLY RIGHT-OF-WAY LINE OF TUALATIN VALLEY HIGHWAY.
- (O) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF THE LINE BETWEEN (3) AND (4) AND THE NORTHERLY RIGHT-OF-WAY LINE OF TUALATIN VALLEY HIGHWAY.
- (P) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT RECORD DISTANCE OF 95.50 FEET EASTERLY FROM (1), PER CR 2065.
- (Q) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" ON LINE BETWEEN (21) AND (22), RECORD DISTANCE OF 695.11 FEET FROM (21), PER SN 23.581, AND RECORD DISTANCE OF 216.42 FEET FROM (13), PER SN 19.092.
- (R) SET 5/8" X 30" IR, WITH OPC, INSCRIBED "PACIFIC COMMUNITY DESIGN" AT THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF TUALATIN VALLEY HIGHWAY AND THE SOUTHERLY EXTENSION OF SAID LINE BETWEEN (21) AND (22).

LEGEND.

IR	IRON ROD
IP	IRON PIPE
SN	SURVEY NO.
ALC	ALUMINUM CAP
OPC	ORANGE PLASTIC CAP
YPC	FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP
ROW	RIGHT-OF-WAY
CR	COUNTY ROAD
(#)	FOUND MONUMENT REFERENCE NOTES.
[]	SURVEY/DEED RECORD BEARING AND/OR DISTANCE
{ }	SEE TABLE
PS	POINT OF SPIRAL CURVE

PLAT NOTES.

1. THIS PARTITION PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL PER CITY OF BEAVERTON CASEFILE NO. DR2018-0149/LD2018-0034/LD2018-0035/LO2018-0006/SDM2018-0010. SHALL BE NO DIRECT MOTOR VEHICLE ACCESS TO OR FROM PARCEL 1 ONTO SW MURRAY BOULEVARD (CR NO. 2065) OR TUALATIN VALLEY HIGHWAY (HIGHWAY 8) UNLESS AUTHORIZED BY THE GOVERNING BODY HAVING JURISDICTION OF SAID ROADS AS SHOWN IN BOOK 372 PAGE 512 AND AS MODIFIED BY BOOK 822 PAGE 983, DOCUMENT NO. 2017-083151, DOCUMENT NO. 14881, AND DOCUMENT NO. 2020-048104, WASHINGTON COUNTY RECORDS.

NARRATIVE.

THE PURPOSE OF THIS SURVEY IS TO PARTITION A PROPERTY PER CITY OF BEAVERTON CASE FILE NO. DR2018-0149 / LD2018-0034 / LD2018-0035 / LO2018-0006 / SDM2018-0010 AND TO ESTABLISH THE BOUNDARY OF THE REMAINING PORTION OF BOOK 44 PAGE 486, WASHINGTON COUNTY DEED RECORDS.

CENTERLINE OF TUALATIN VALLEY HIGHWAY (HIGHWAY 8): HELD (16) AND (17), AS DESCRIBED IN MONUMENT REFERENCE NOTES. OFFSET SOUTH 60.00 FEET FROM (1), AND THE RECORDED DISTANCES FROM (14) AND (15), AS DESCRIBED IN MONUMENT REFERENCE NOTES.

NORTHERLY RIGHT-OF-WAY LINE OF SAID TUALATIN VALLEY HIGHWAY: SET (8), (9), (10), (11), AND (12), AS DESCRIBED IN MONUMENT REFERENCE NOTES.

CENTERLINE OF SW MURRAY BOULEVARD (CR NO. 2065): HELD (9), (10), AND (11), AS DESCRIBED IN MONUMENT REFERENCE NOTES.

EAST RIGHT-OF-WAY LINE OF SAID SW MURRAY BOULEVARD: HELD (12) AND (13) AND SET (3), AS DESCRIBED IN MONUMENT REFERENCE NOTES.

WEST RIGHT-OF-WAY LINE OF SAID SW MURRAY BOULEVARD: HELD (3) AND (6) FOR 45.00 FOOT OFFSET FROM CENTERLINE AND SET (4), (5), (6), (7), (8), (9), (10), AND (11) AS DESCRIBED IN MONUMENT REFERENCE NOTES.

WESTERLY PROPERTY LINE: HELD (2), (5), AND (6) AND SET (M) AND (N), AS DESCRIBED IN MONUMENT REFERENCE NOTES.

NORTHERLY PROPERTY LINE: HELD (3), (4), AND (13) AND SET (A), (B), (C), (D), (E), (F), (G), (H), (I), (J), (K), (L), (M), AND (O), AS DESCRIBED IN MONUMENT REFERENCE NOTES.

EASTERLY PROPERTY LINE: HELD (20), (21), (22) AND SET (Q) AND (R), AS DESCRIBED IN MONUMENT REFERENCE NOTES.

THE BASIS OF BEARINGS IS THE CENTERLINE OF SW MURRAY BOULEVARD (CR NO. 2065) BEING SOUTH 001°23'00" EAST PER SAID CR NO. 2065, RESOLUTION AND ORDER NO. 68-349, HOLDING FOUND MONUMENTS AS SHOWN.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
37151

RENEWALS: 6/30/2021

PACIFIC COMMUNITY DESIGN, INC.
12564 SW MAIN STREET
TIGARD, OR 97223
(503) 941-9484

JOB NO. 395-081
SHEET 7 OF 8

PARTITION PLAT NO. _____

RECORDED AS DOCUMENT NO. _____
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17,
THE NORTHWEST QUARTER OF SECTION 16, AND THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON
SURVEYED: MAY 7, 2020

CITY OF BEAVERTON APPROVALS

APPROVED THIS _____ DAY OF _____, 20____
CITY OF BEAVERTON PLANNING DIRECTOR

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT SISTERS OF ST. MARY OF OREGON CORPORATION, AN OREGON NON-PROFIT CORPORATION, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP, AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, TO BE A TRUE AND CORRECT PLAT THEREOF; AND HAS CAUSED THE PARTITION PLAT TO BE PREPARED AND THE PROPERTY PARTITIONED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33, ORS, AS AMENDED, AND THE EASEMENTS THEREON AS SHOWN ON THE MAPS AND THE WORDS THEREON SET FORTH; AND DOES HEREBY GRANT ALL EASEMENTS AS SHOWN OR NOTED HEREON.

SISTERS OF ST. MARY OF OREGON CORPORATION, AN OREGON NON-PROFIT CORPORATION

BY: FRANCINE A. DUNCAN, PRESIDENT

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ 20____ BY FRANKINE A. DUNCAN, PRESIDENT OF SISTERS OF ST. MARY OF OREGON CORPORATION, AN OREGON NON-PROFIT CORPORATION, FOR AND ON BEHALF THEREOF.

NOTARY SIGNATURE _____ COMMISSION NO. _____

NOTARY PUBLIC - OREGON _____ MY COMMISSION EXPIRES: _____

CONSENT AFFIDAVIT

A PARTITION PLAT CONSENT AFFIDAVIT FROM CITIBANK, N.A. BENEFICIARY OF THAT CERTAIN LINE OF CREDIT INSTRUMENT EASEMENTS RECORDED AS DOCUMENT NO. 2020-049104, WASHINGTON COUNTY RECORDS, HAS BEEN RECORDED AS DOCUMENT NO. 2020-049104, WASHINGTON COUNTY RECORDS.

SURVEYOR'S CERTIFICATE

I, TRAVIS C. JANSEN, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REFERRED TO IN THIS PARTITION PLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE NORTHWEST QUARTER OF SECTION 16, AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF BEAVERTON, WASHINGTON COUNTY, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT WHERE I SET A 3/4" IRON ROD WITH ORANGE PLASTIC CAP, INSCRIBED "SISTERS OF ST. MARY OF OREGON", A DISTANCE OF 109.09 FEET FROM A 3/4" ALUMINUM DOWEL AT THE SOUTHWEST CORNER OF THE GEORGE H. JUDIC D.L.C. NO. 42;

THENCE SOUTH 04°18'31" WEST, A DISTANCE OF 953.37 FEET, TO THE NORTHWEST CORNER OF A WEST-OF-WAY DONATION RECORDED IN DOCUMENT NO. 2020-049104, WASHINGTON COUNTY DEED RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY DONATION, SOUTH 81°36'38" EAST, A DISTANCE OF 600.00 FEET TO AN ANGLE POINT;

THENCE NORTH 52°56'18" EAST, A DISTANCE OF 11.14 FEET TO AN ANGLE POINT;

THENCE NORTH 59°32'56" EAST, A DISTANCE OF 39.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SINGMURRY BOULEVARD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 04°12'30" WEST, A DISTANCE OF 235.00 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 04°12'30" WEST, A DISTANCE OF 53.99 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 00°12'30" WEST, A DISTANCE OF 677.71 FEET;

THENCE NORTH 65°41'57" WEST, A DISTANCE OF 549.35 FEET TO THE INITIAL POINT.

ALSO,
BEGINNING AT POINT A, FROM WHICH THE INITIAL POINT LIES NORTH 65°41'13" WEST, A DISTANCE OF 555.97 FEET AND SOUTH 7°00'56" WEST, A DISTANCE OF 95.63 FEET, SAID POINT A BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD;

THENCE NORTH 89°49'27" EAST, A DISTANCE OF 218.47 FEET;

THENCE SOUTH 80°05'55" WEST, A DISTANCE OF 1092.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE TUALATIN VALLEY HIGHWAY (HIGHWAY 8);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 81°36'38" WEST, A DISTANCE OF 168.85 FEET;

THENCE NORTH 33°46'45" WEST, A DISTANCE OF 89.38 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SW MURRAY BOULEVARD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°12'30" WEST, A DISTANCE OF 992.80 FEET TO POINT A.

CONTAINING 18.48 ACRES, MORE OR LESS.

WASHINGTON COUNTY APPROVALS

APPROVED THIS _____ DAY OF _____, 20____
WASHINGTON COUNTY SURVEYOR

BY: _____

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 92.085 HAVE BEEN PAID AS OF THIS _____ DAY OF _____ (WASHINGTON COUNTY ASSESSOR)

BY: _____

STATE OF OREGON)
COUNTY OF WASHINGTON) SS

I DO HEREBY CERTIFY THAT THIS PARTITION PLAT WAS RECEIVED FOR RECORD ON THIS _____ DAY OF _____, 20____
AT _____ O'CLOCK _____ M. AND RECORDED IN THE COUNTY CLERK RECORDS.

DEPUTY COUNTY CLERK

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57/51

RENEWS: 6/30/2021

PACIFIC COMMUNITY DESIGN, INC.
12564 SW MAIN STREET
TIGARD, OR 97223
(503) 941-9484
JOB NO. 395-081
SHEET 8 OF 8