

ALTA/NSPS LAND TITLE SURVEY

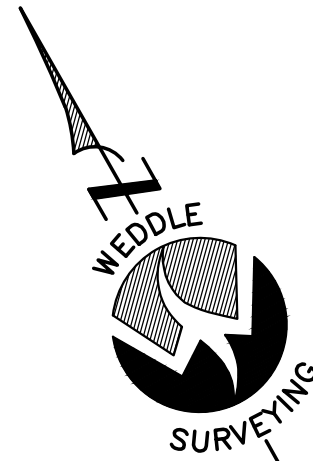
17911 N.E. EVERGREEN PKWY.
IN THE S.W. 1/4 OF SECTION 30
T. 1 N. R. 1 W., W.M.
CITY OF BEAVERTON
WASHINGTON COUNTY, OREGON

VICINITY MAP

NOT TO SCALE



Received
Planning Division
10/04/2023



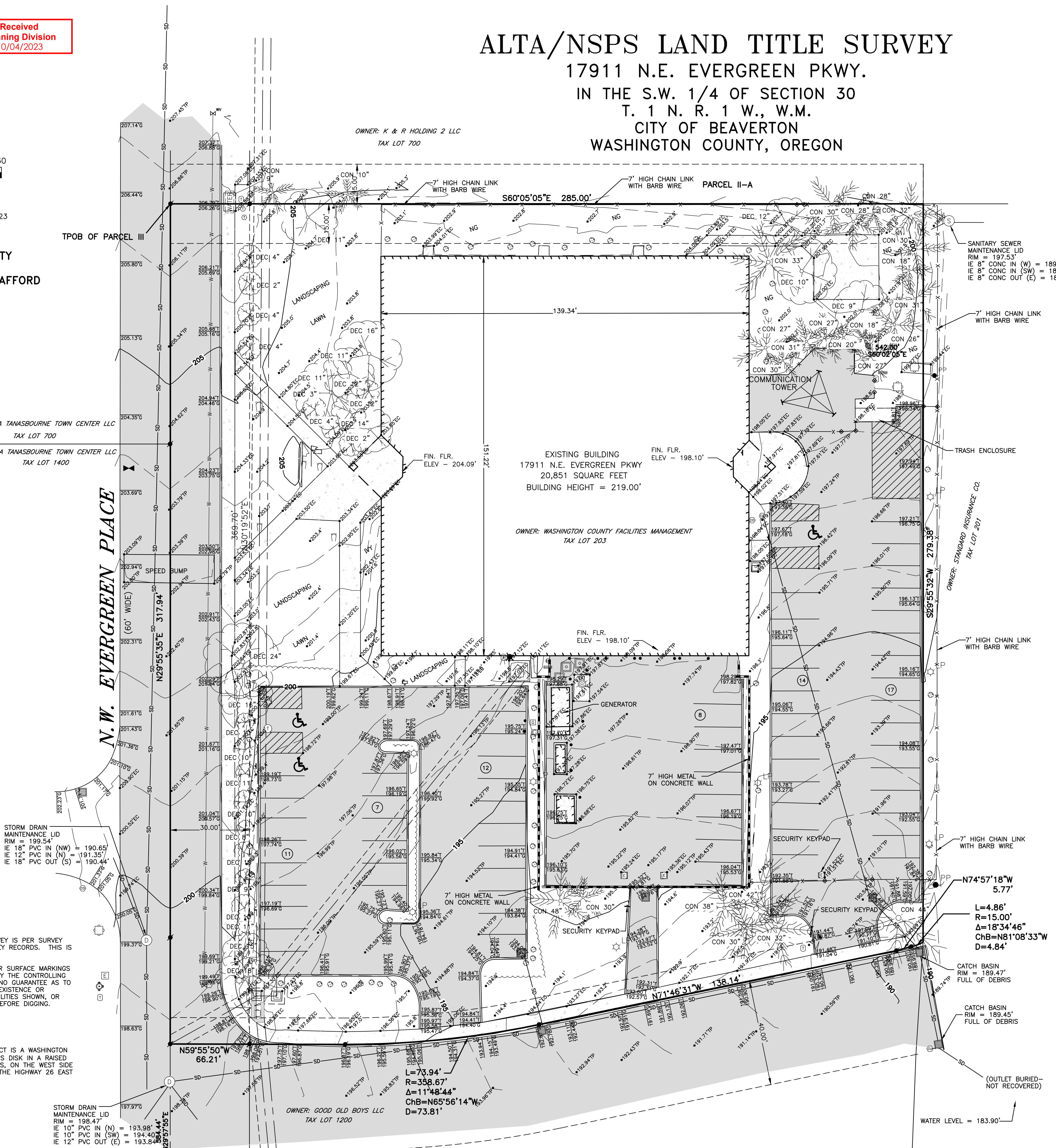
SCALE: 1" = 20'
1-FT. CONTOUR INTERVAL
DATE: JANUARY 25, 2023
REVISED DATE(UTILITIES): FEBRUARY 10, 2023
REVISED DATE(EASEMENT): MAY 19, 2023

OWNER: WASHINGTON COUNTY
REQUESTED BY: STUART SPAFFORD

OWNER: DDRA TANASBOURNE TOWN CENTER LLC
TAX LOT 700

OWNER: DDRA TANASBOURNE TOWN CENTER LLC
TAX LOT 1400

N.W. EVERGREEN PLACE



SURVEYOR'S NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS PER SURVEY NO. 24,762, WASHINGTON COUNTY SURVEY RECORDS. THIS IS NOT A RECORDABLE BOUNDARY SURVEY.
2. UNDERGROUND UTILITIES ARE SHOWN PER SURFACE MARKINGS AND AS-BUILT INFORMATION PROVIDED BY THE CONTROLLING JURISDICTIONS. THE SURVEYOR MAKES NO GUARANTEE AS TO THE EXACT LOCATION, EXISTENCE, NON-EXISTENCE OR COMPLETENESS OF ANY SUBSURFACE UTILITIES SHOWN, OR NOT SHOWN ON THE MAP. CALL 811 BEFORE DIGGING.

BENCHMARK

THE BENCHMARK USED FOR THIS PROJECT IS A WASHINGTON COUNTY BENCHMARK #923. A 2.5" BRASS DISK IN A RAISED SIDEWALK ON THE HIGHWAY 26 OVERPASS, ON THE WEST SIDE OF N.W. 185TH AVENUE, AND NORTH OF THE HIGHWAY 26 EAST BOUND RAMP.
ELEVATION: 248.29' NGVD 1929

STORM DRAIN MAINTENANCE LID
RIM = 198.47'
IE 10" PVC IN (N) = 193.98'
IE 10" PVC IN (SW) = 194.40'
IE 12" PVC OUT (E) = 193.84'

OWNER: GOOD OLD BOYS LLC
TAX LOT 1200

L=73.94'
R=358.67'
Δ=11°48'44"
CHB=N65°56'14"W
D=73.81'

L=4.86'
R=15.00'
Δ=18°34'46"
CHB=N81°08'33"W
D=4.84'

LEGEND

	AC UNIT		BUILDING OVERHANG
	AREA DRAIN		FENCE
	BOLLARD		METAL WALL (FENCING)
	BUSH		SANITARY SEWER
	CATCH BASIN		STORM DRAIN
	CLEAN OUT		VEGETATION
	COLUMN		WATER
	COMMUNICATION BOX		
	COMMUNICATION MAINTENANCE LID		CONCRETE
	COMMUNICATION RISER		PAVEMENT
	COMMUNICATION VAULT		STRIPING
	DOWNSPOUT		
	ELECTRIC METER		CON = CONIFEROUS
	ELECTRIC PANEL		DEC = DECIDUOUS
	ELECTRIC RISER		
	ELECTRIC TRANSFORMER		
	ELECTRIC VAULT		
	FIRE DEPARTMENT CONNECT		
	FIRE HYDRANT		
	GAS METER		
	GAS VALVE		
	GATE POST		
	GROUND LIGHT		
	HANDICAP PARKING		
	LIGHT POLE		
	MAILBOX		
	MISCELLANEOUS LID		
	MONITORING WELL		
	NATURAL GROUND		
	POWER POLE		
	SANITARY SEWER MAINTENANCE LID		
	SIGN		
	SPOT ELEVATION		
	EC = EDGE OF CONCRETE		
	TP = TOP OF PAVEMENT		
	G = GUTTER LINE		
	TC = TOP OF CONCRETE		
	T = TOP OF CURB		
	STORM DRAIN MAINTENANCE LID		
	SURVEY MONUMENT		
	WATER METER		
	WATER VALVE		
	WATER VAULT		

REGISTERED
PROFESSIONAL
LAND SURVEYOR

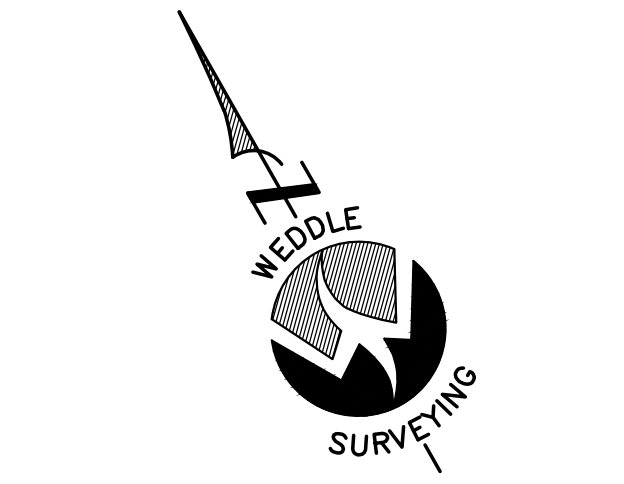
ANTHONY B. RYAN
58833
EXPIRES: DECEMBER 31, 2024

WEDDLE SURVEYING INC.
Excellence is our benchmark

6950 SW HAMPTON ST., STE. 170, TIGARD, OR 97223
PH: (503) 941-9585 FAX: (503) 941-9640
www.weddlesurveying.com

ALTA/NSPS LAND TITLE SURVEY

17911 N.E. EVERGREEN PKWY.
IN THE S.W. 1/4 OF SECTION 30
T. 1 N. R. 1 W., W.M.
CITY OF BEAVERTON
WASHINGTON COUNTY, OREGON



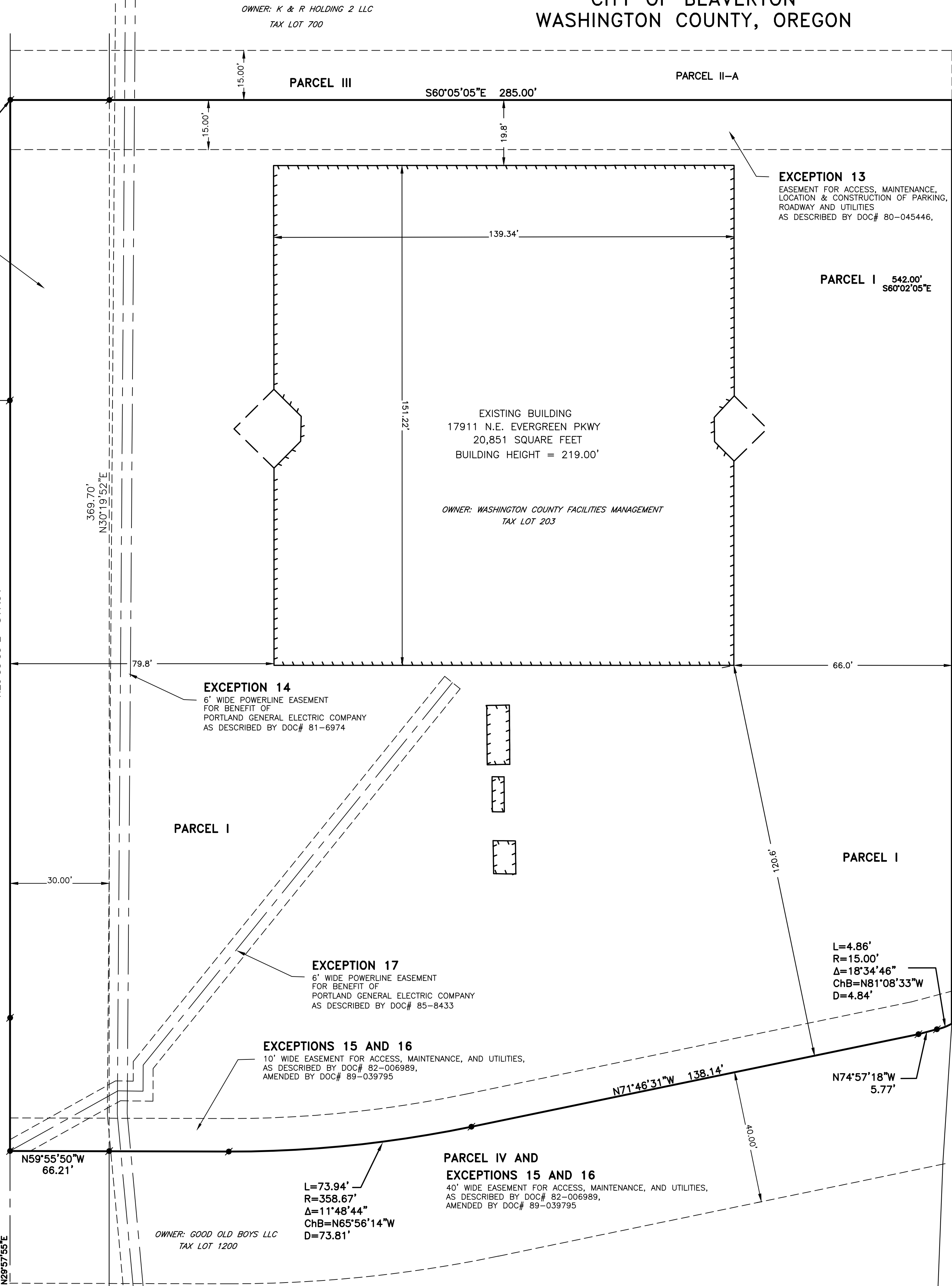
SCALE: 1" = 20'
DATE: JANUARY 25, 2023
REVISED DATE(EASEMENT): MAY 19, 2023

EXCEPTIONS 8 AND 10
30' WIDE EASEMENT FOR ACCESS AND UTILITIES,
AS DESCRIBED BY DOC# 78-022865,
AMENDED BY DOC# 80-008579, 80-032770,
FIRST SUPPLEMENT DOC# 80-040590
SECOND SUPPLEMENT DOC# 80-045806
FIRST AMENDMENT DOC# 91-029168

OWNER: DDRA TANASBOURNE TOWN CENTER LLC
TAX LOT 700

OWNER: DDRA TANASBOURNE TOWN CENTER LLC
TAX LOT 1400

N.W. EVERGREEN PLACE
(60' WIDE)



EXCEPTION 13
EASEMENT FOR ACCESS, MAINTENANCE,
LOCATION & CONSTRUCTION OF PARKING,
ROADWAY AND UTILITIES
AS DESCRIBED BY DOC# 80-045446,

EXCEPTION 14
6' WIDE POWERLINE EASEMENT
FOR BENEFIT OF
PORTLAND GENERAL ELECTRIC COMPANY
AS DESCRIBED BY DOC# 81-6974

EXCEPTION 17
6' WIDE POWERLINE EASEMENT
FOR BENEFIT OF
PORTLAND GENERAL ELECTRIC COMPANY
AS DESCRIBED BY DOC# 85-8433

EXCEPTIONS 15 AND 16
10' WIDE EASEMENT FOR ACCESS, MAINTENANCE, AND UTILITIES,
AS DESCRIBED BY DOC# 82-006989,
AMENDED BY DOC# 89-039795

EXCEPTIONS 15 AND 16
40' WIDE EASEMENT FOR ACCESS, MAINTENANCE, AND UTILITIES,
AS DESCRIBED BY DOC# 82-006989,
AMENDED BY DOC# 89-039795

L=4.86'
R=15.00'
Δ=18°34'46"
ChB=N81°08'33"W
D=4.84'

L=73.94'
R=358.67'
Δ=11°48'44"
ChB=N65°56'14"W
D=73.81'

LEGAL DESCRIPTION

(PER FIDELITY NATIONAL TITLE COMPANY OF OREGON PRELIMINARY REPORT ORDER NO.: 45142213909, EFFECTIVE DATE: DECEMBER 7, 2022.)

PARCEL I:
A TRACT OF LAND IN THE SOUTHWEST ONE-QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON AND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF PARCEL I OF THAT TRACT OF LAND CONVEYED TO LIH ENTERPRISES, A PARTNERSHIP AS DESCRIBED IN DEED RECORDED OCTOBER 31, 1980, AS RECORDED'S FEE NO. 80039666, DEED RECORDS OF WASHINGTON COUNTY, SAID POINT BEING NORTH 79°28' FEET AND EAST, 1,056.72 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30, A STONE WITH PUNCH MARK AND 3/4 INCH IRON PIPE IN MONUMENT BOX FOUND; THENCE NORTH 29°39'25" EAST ALONG SAID NORTHWESTERLY LINE 318.00 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL I; THENCE SOUTH 60°20'35" EAST ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL I, A DISTANCE OF 285.00 FEET TO AN IRON ROD; THENCE SOUTH 29°39'25" WEST 279.35 FEET TO AN IRON ROD ON A NON-TANGENT 15.00 FOOT RADIUS CURVE RIGHT; THENCE ON SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'25" (LONG CHORD BEARS NORTH 81°23'13" WEST, 4.83 FEET) AN ARC DISTANCE OF 4.85 FEET TO THE END THEREOF AT AN IRON ROD; THENCE NORTH 72°07'00" WEST, 143.81 FEET TO AN IRON ROD AT THE BEGINNING OF A 360.00 FOOT RADIUS CURVE RIGHT; THENCE ON SAID CURVE THROUGH A CENTRAL ANGLE OF 11°48'26" (LONG CHORD BEARS NORTH 66°13'48" WEST, 73.85 FEET) AN ARC DISTANCE OF 73.98 FEET TO AN IRON ROD AT THE END THEREOF; THENCE NORTH 60°20'35" WEST, 66.24 FEET TO THE POINT OF BEGINNING.

PARCEL II A:
AN EASEMENT FOR ROADWAY AND UTILITIES OVER, UNDER, AND ALONG A STRIP OF LAND IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, BEING 60 FEET IN WIDTH, 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BEGINNING AT A POINT ON THE NORTH LINE OF NORTHWEST CORNELL ROAD (COUNTY ROAD 8-95) AS NOW ESTABLISHED SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT TRACT CONVEYED TO SHEPARD-OF-THE-WALLEY LUTHERAN CHURCH BY DEED RECORDED SEPTEMBER 9, 1974, IN BOOK 991, PAGE 793, DEED RECORDS, OF SAID COUNTY, SAID POINT FURTHER DESCRIBED AS BEING NORTH 80°05'50" EAST, 2,575.16 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE ALONG SAID LINE OF CORNELL ROAD ON A 1,477.39 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD THAT BEARS NORTH 87°13'47" WEST, 174.28 FEET, AN ARC DISTANCE OF 174.38 FEET TO A POINT 45.00 FEET OPPOSITE ENGINEER'S CENTERLINE STATION 28+65.47 FOR SAID CORNELL ROAD; THENCE SOUTH 89°23'20" WEST ALONG SAID NORTH LINE, 175.71 FEET; THENCE SOUTH 89°23'20" WEST ALONG SAID NORTH LINE 562.60 FEET TO A POINT 45.00 FEET OPPOSITE ENGINEER'S CENTERLINE STATION 21+27.16 FOR SAID CORNELL ROAD; THENCE ALONG SAID NORTH LINE OF CORNELL ROAD ON A 3,864.72 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD THAT BEARS SOUTH 88°42'18" WEST, 92.26 FEET, AN ARC DISTANCE OF 82.26 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 01°58'44" WEST, 116.03 FEET; THENCE NORTH 29°57'55" EAST, 584.44 FEET TO THE TERMINUS OF SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED EASEMENT LYING WITHIN THE HEREBY DESCRIBED PARCEL I.

PARCEL II B:
AN EASEMENT FOR ROADWAY AND UTILITIES OVER, UNDER AND ALONG A STRIP OF LAND SITUATE IN THE SOUTHWEST ONE-QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON AND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE NEW CORNELL ROAD (CR NO. 2432), SAID POINT BEING LOCATED NORTH A DISTANCE OF 189.53 FEET AND EAST A DISTANCE OF 1484.51 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE RUNNING SOUTH 64°46'51" WEST, ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO A POINT 30.00 FEET LEAVING SAID RIGHT-OF-WAY LINE NORTH 25°13'09" WEST, A DISTANCE OF 80.84 FEET TO THE BEGINNING OF A 230.00 FOOT RADIUS CURVE RIGHT; THENCE ON SAID CURVE THROUGH A CENTRAL ANGLE OF 54°52'34" (LONG CHORD BEARS NORTH 02°13'08" EAST, A DISTANCE OF 211.96 FEET) AN ARC DISTANCE OF 220.29 FEET TO THE END THEREOF; THENCE NORTH 29°39'25" EAST, A DISTANCE OF 127.85 FEET TO A POINT ON THE WESTERLY LINE OF THE EXISTING EASEMENT FOR TANASBOURNE TOWN CENTER LLC, THENCE SOUTH 89°23'20" WEST, A DISTANCE OF 113.40 FEET; THENCE LEAVING SAID WESTERLY LINE AND RUNNING SOUTH 29°39'25" WEST, A DISTANCE OF 31.82 FEET TO THE BEGINNING OF A 170.00 FOOT RADIUS CURVE LEFT; THENCE ON SAID CURVE THROUGH A CENTRAL ANGLE OF 54°52'34" (LONG CHORD BEARS SOUTH 02°13'08" WEST, A DISTANCE OF 156.67 FEET) AN ARC DISTANCE OF 142.92 FEET TO THE END THEREOF; THENCE SOUTH 25°13'09" EAST, A DISTANCE OF 80.84 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF SAID NEW CORNELL ROAD; THENCE SOUTH 64°46'51" WEST, ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL III:
AN EASEMENT FOR ROADWAY, PARKING, AND UTILITY PURPOSES OVER, UNDER AND ALONG A STRIP OF LAND IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, BEING 30 FEET IN WIDTH, 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, BEGINNING AT A POINT ON THE NORTH LINE OF NORTHWEST CORNELL ROAD (COUNTY ROAD 8-95) AS NOW ESTABLISHED, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT TRACT CONVEYED TO SHEPARD-OF-THE-WALLEY LUTHERAN CHURCH BY DEED RECORDED SEPTEMBER 9, 1974, IN BOOK 991, PAGE 793, DEED RECORDS, OF SAID COUNTY, SAID POINT FURTHER DESCRIBED AS BEING NORTH 80°05'50" EAST, 2,575.16 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE ALONG SAID LINE OF CORNELL ROAD ON A 1,477.39 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD THAT BEARS NORTH 87°13'47" WEST, 174.28 FEET, AN ARC DISTANCE OF 174.38 FEET TO A POINT 45.00 FEET OPPOSITE ENGINEER'S CENTERLINE STATION 28+65.47 FOR SAID CORNELL ROAD; THENCE SOUTH 89°23'20" WEST ALONG SAID NORTH LINE, 175.71 FEET; THENCE SOUTH 89°23'20" WEST ALONG SAID NORTH LINE 562.60 FEET TO A POINT 45.00 FEET OPPOSITE ENGINEER'S CENTERLINE STATION 21+27.16 FOR SAID CORNELL ROAD; THENCE ALONG SAID NORTH LINE OF CORNELL ROAD ON A 3,864.72 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD THAT BEARS SOUTH 88°42'18" WEST, 92.26 FEET, AN ARC DISTANCE OF 82.26 FEET; THENCE NORTH 01°58'44" WEST, 116.03 FEET; THENCE NORTH 29°57'55" EAST, 584.44 FEET TO THE TERMINUS OF SAID CENTERLINE OF SUNSET HIGHWAY, 285.00 FEET TO THE TERMINUS OF SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED EASEMENT LYING WITHIN THE HEREBY DESCRIBED PARCEL I.

PARCEL IV:
AN EASEMENT FOR ROADWAY AND UTILITIES OVER, UNDER, AND ALONG A STRIP OF LAND IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASHINGTON AND STATE OF OREGON, BEING 40 FEET IN WIDTH DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EASTERLY LINE OF THAT 60 FOOT WIDE ROADWAY AND UTILITY EASEMENT AS DESCRIBED IN FEE NO. 78-22965, DEED RECORDS, SAID COUNTY, SAID POINT BEING NORTH, A DISTANCE OF 782.43 FEET AND EAST, A DISTANCE OF 1,682.79 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30, A STONE WITH PUNCH MARK AND 3/4 INCH IRON PIPE IN A MONUMENT BOX FOUND; THENCE LEAVING SAID EASTERLY EASEMENT LINE AND RUNNING SOUTH 60°20'35" EAST, A DISTANCE OF 36.24 FEET, TO THE BEGINNING OF A TANGENT 360.00 FOOT RADIUS CURVE LEFT; THENCE ON SAID CURVE THROUGH A CENTRAL ANGLE OF 114°48'25" (LONG CHORD BEARS SOUTH 66°13'48" EAST, 73.85 FEET) AN ARC DISTANCE OF 73.98 FEET, TO THE END THEREOF; THENCE SOUTH 72°07'00" EAST, A DISTANCE OF 143.81 FEET TO THE BEGINNING OF A TANGENT 15.00 FOOT RADIUS CURVE LEFT; THENCE ON SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'25" (LONG CHORD BEARS SOUTH 81°23'13" EAST, 4.83 FEET) AN ARC DISTANCE OF 4.85 FEET TO A POINT ON SAID CURVE; THENCE LEAVING SAID CURVE AND RUNNING SOUTH 15°31'44" WEST, A DISTANCE OF 40.81 FEET; THENCE NORTH 72°07'00" WEST, A DISTANCE OF 150.24 FEET TO THE BEGINNING OF A TANGENT 400.00 FOOT RADIUS CURVE RIGHT; THENCE ON SAID CURVE THROUGH A CENTRAL ANGLE OF 1°48'25" (LONG CHORD BEARS NORTH 66°13'48" WEST, 82.05 FEET) AN ARC DISTANCE OF 82.20 FEET TO THE END THEREOF; THENCE NORTH 60°20'35" WEST, A DISTANCE OF 36.24 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY EASEMENT LINE; THENCE NORTH 29°39'25" EAST, ON SAID EASTERLY LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

TABLE "A"

- OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS
2. ADDRESS OF THE SURVEYED PROPERTY: 17911 NW EVERGREEN PARKWAY, BEAVERTON, OREGON 97006.
 3. THE PROPERTY IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, PER FEMA FLOOD MAP 4106700361E, EFFECTIVE DATE NOVEMBER 4, 2016.
 4. GROSS LAND AREA: 2.002 ACRES, MORE OR LESS.
 5. VERTICAL RELIEF IS FROM A GROUND SURVEY WITH 1-FOOT CONTOUR INTERVAL ON NVD 29 DATUM, USING A WASHINGTON COUNTY BENCHMARK (#923).
 - 6.(a) A ZONING REPORT WAS NOT PROVIDED.
 - 7.(b)(1) THE SQUARE FOOTAGE OF EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL IS SHOWN ON THE MAP.
 - 7.(c) THE BUILDING HEIGHT IS SHOWN ON THE MAP.
 8. SUBSTANTIAL, VISIBLE IMPROVEMENTS: SHOWN ON THE MAP.
 9. STRIPING OF PARKING SPACES ARE SHOWN ON THE MAP ALONG WITH THE NUMBER OF SPACES. 69 MARKED PARKING SPACES, 3 OF WHICH ARE DESIGNATED FOR HANDICAP.
 - 11.(c) LOCATION OF UTILITIES: SHOWN ON THE MAP, PER SURFACE MARKINGS.
 13. NAMES OF ADJOINING OWNERS ARE SHOWN ON THE MAP.

SURVEYOR'S CERTIFICATE

TO FIDELITY NATIONAL TITLE COMPANY OF OREGON, WASHINGTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(g), 7(b)(1), 7(c), 8, 9, 11(c), AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 3, 2023.

ANTHONY B. RYAN, LS/58833
DATE: 05/18/2023



WEDDLE SURVEYING INC.
Excellence in our benchmark
6950 SW HAMPTON ST., STE. 170, TIGARD, OR 97223
PH: (503) 941-9585 FAX: (503) 941-9640
www.weddlesurveying.com

82006989

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that BRONSON CREEK LAND CO., an Oregon partnership, hereinafter "Grantor", for consideration hereinafter stated to Grantor, paid by NISSAN MOTOR CORPORATION IN U.S.A., a California corporation, hereinafter "Grantee", does hereby grant, bargain, sell and convey unto Grantee, Grantee's heirs, successors, and assigns, that certain real property situated in Washington County, Oregon and more specifically described in Exhibit "A", attached hereto and incorporated herein by reference.

To have and to hold unto Grantee, Grantee's heirs, successors and assigns, Grantor covenants to Grantee that Grantor is lawfully seized in fee simple of the above granted premises free from all encumbrances, save and except the following:

1. Exceptions number 1, 2, 3, ~~5~~, 6, 7, 8 and 9 of Safeco Title Insurance Company of Oregon Third Supplemental Report Order No. W 24298 L dated March 9, 1982.

2. A perpetual, nonexclusive easement reserved by this Warranty Deed in favor of Grantor, Grantor's successors, heirs and assigns for purposes of access, maintenance and location of utilities over and across the ten foot (10') strip of property more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. Grantor and Grantee are contemporaneously with the execution and delivery of this Warranty Deed, executing an easement and maintenance agreement, which relates to the ten foot (10') strip of property more specifically described in Exhibit "B".

1 - WARRANTY DEED

1-20

76

W 24298

SAFECO TITLE INSURANCE COMPANY

Initials

[Handwritten initials and signatures]

3. Grantor does not warrant that sewer or septic tank approval is or will be available for the premises herein described.

4. Grantee further agrees to assume responsibility for and pay a percentage of that portion of the roadway maintenance costs for which Grantor is liable as set forth under the Agreement, as amended, between Standard Insurance Company, General Telephone Company of the Northwest, Inc., and LHH Enterprises, as predecessors in interest to Grantor, dated December 19, 1979, and amended by Supplement dated October 31, 1980 and by Second Supplement dated November 26, 1980. Said percentage shall be based on the percentage of said roadway subject to said Agreement which fronts on the premises conveyed hereunder as compared to the percentage of said roadway which fronts on property which is currently retained by Grantor.

5. Declaration of Protective Covenants for Bronson Creek Business Park.

Grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever except those claiming under the above described exceptions.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$609,840.00.

In construing this deed and where the context so required, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

2 - WARRANTY DEED

2

In Witness Whereof, the Grantor has executed this instrument this 19th day of March, 1982.

BRONSON CREEK LAND CO.

BY: Wallace E. Harding
Wallace E. Harding
David C. Leland
David C. Leland

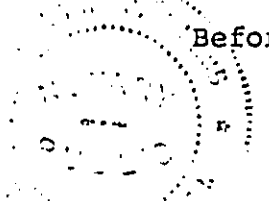
Wallace M. Hobson
Wallace M. Hobson

CEDAR WOOD INVESTORS

BY: Wallace M. Hobson

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared Wallace E. Harding, Wallace M./and David C. Leland Hobson who, being duly sworn, each for himself and not one for the other, did say that they are partners of Bronson Creek Land Co., a partnership and that said instrument was signed and sealed in behalf of said partnership and they acknowledged said instrument to be their voluntary act and deed.



Before Me:

Carolyn G. Knudsen
Notary Public for Oregon
My Commission Expires: 1-27-84

NISSAN MOTOR CORPORATION IN U.S.A., a California corporation, Grantee under the Warranty Deed set forth above, hereby accepts conveyance of the real property described in Exhibit "A" subject

3 - WARRANTY DEED

3

to the terms and conditions set forth in the above described
Warranty Deed.

NISSAN MOTOR CORPORATION IN U.S.A.

BY: W. Yoshida

"Its Vice President."

STATE OF OREGON,

County of Multnomah

} ss.

FORM NO. 23 — ACKNOWLEDGMENT
NOTARY PUBLIC LAW FOR OREGON, 1971, CHAPTER 101

BE IT REMEMBERED, That on this 19th day of March, 1982,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Donald E. Johnson, General Partner of Cedar Wood Investors

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

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

Carolyn S. Duval
Notary Public for Oregon.
My Commission expires 1-27-84

4 - WARRANTY DEED

4

MAR 22 1982

WARRANTY DEED
(EXHIBITS)

5

MAR 22 1982

EXHIBIT A

Order No. W 24298 L

DESCRIPTION

PARCEL I:

A tract of land in the Southwest Quarter of Section 30, Township 1 North, Range 1 West, Willamette Meridian, Washington County, Oregon and being described as follows:

Beginning at a point on the northwesterly line of Parcel I of that tract of land conveyed to LHH Enterprises, a partnership as described in deed recorded October 31, 1980, as Recorder's Fee No. 80039666, Deed Records of Washington County, said point being North 797.28 feet and East, 1656.72 feet from the southwest corner of said Section 30, a stone with punch mark and 3/4 inch iron pipe in monument box found; thence North $29^{\circ}39'25''$ East along said northwesterly line 318.00 feet to the most northerly corner of said Parcel I; thence South $60^{\circ}20'35''$ East along the northeasterly line of said Parcel I, a distance of 285.00 feet to an iron rod; thence South $29^{\circ}39'25''$ West 279.35 feet to an iron rod on a non-tangent 15.00 foot radius curve right; thence on said curve through a central angle of $18^{\circ}32'25''$ (long chord bears North $81^{\circ}23'13''$ West, 4.83 feet) an arc distance of 4.85 feet to the end thereof at an iron rod; thence North $72^{\circ}07'00''$ West, 143.81 feet to an iron rod at the beginning of a 360.00 foot radius curve right; thence on said curve; through a central angle of $11^{\circ}46'25''$ (long chord bears North $66^{\circ}13'48''$ West, 73.85 feet) an arc distance of 73.98 feet to an iron rod at the end thereof; thence North $60^{\circ}20'35''$ West, 66.24 feet to the point of beginning.

PARCEL II:

An easement for roadway and utilities over, under, and along a strip of land in Section 30, Township 1 North, Range 1 West of the Willamette Meridian, Washington County, Oregon, being 60 feet in width, 30 feet on either side of the following described centerline:

Beginning at a point on the north line of Northwest Cornell Road (County Road B-95) as now established, said point being the southwesterly corner of that tract conveyed to Shepard-of-the-Valley Lutheran Church by deed recorded September 9, 1974, in Book 991, Page 793, Deed Records, of said County, said point further described as being North $80^{\circ}05'50''$ East, 2,575.16 feet from the southwest corner of said Section 30; thence along said line of Cornell Road on a 1,477.39 foot radius curve to the left with a chord that bears North $87^{\circ}13'47''$ West, 174.28 feet, an arc distance of 174.38 feet



SAFECO

6

EXHIBIT A.

Order No. W 24298 L

DESCRIPTION - Continued

to a point 45.00 feet opposite engineer's centerline station 28+65.47 for said Cornell Road; thence South 89°23'20" West along said north line, 175.71 feet; thence South 89°23'20" West along said north line 562.60 feet to a point 45.00 feet opposite engineer's centerline station 21+27.16 for said Cornell Road; thence along said north line of Cornell Road on a 3,864.72 foot radius curve to the left with a chord that bears South 88°42'18" West, 92.26 feet, an arc distance of 92.26 feet to the true point of beginning of said centerline; thence North 01°58'44" West, 116.03 feet; thence North 29°57'55" East, 584.44 feet to the terminus of said centerline.

EXCEPTING THEREFROM any portion of the above described easement lying within the hereinabove described Parcel I.

PARCEL III:

An easement for roadway, parking, and utility purposes over, under, and along a strip of land in Section 30, Township 1 North, Range 1 West of the Willamette Meridian, Washington County, Oregon, being 30 feet in width, 15 feet on either side of the following described centerline:

Beginning at a point on the north line of Northwest Cornell Road (County Road B-95) as now established, said point being the southwesterly corner of that tract conveyed to Shepard-of-the-Valley Lutheran Church by deed recorded September 9, 1974, in Book 991, Page 793, Deed Records, of said County, said point further described as being North 80°05'50" East, 2,575.16 feet from the southwest corner of said Section 30; thence along said line of Cornell Road on a 1,477.39 foot radius curve to the left with a chord that bears North 87°13'47" West, 174.28 feet, an arc distance of 174.38 feet to a point 45.00 feet opposite engineer's centerline station 28+65.47 for said Cornell Road; thence South 89°23'20" West along said north line, 175.71 feet; thence South 89°23'20" West along said north line 562.60 feet to a point 45.00 feet opposite engineer's centerline station 21+27.16 for said Cornell Road; thence along said north line of Cornell Road on a 3,864.72 foot radius curve to the left with a chord that bears South 88°42'18" West, 92.26 feet, an arc distance of 92.26 feet; thence North 01°58'44" West, 116.03 feet; thence North 29°57'55" East, 584.44 feet to the true point of beginning of said centerline; thence South 60°02'05" East, parallel with the westbound centerline of Sunset Highway, 285.00 feet to the terminus of said centerline.

EXCEPTING THEREFROM any portion of the above described easement lying within the hereinabove described Parcel I.



EXHIBIT "B"

Legal Description
for
L.H.H., Enterprises

78501

January 26, 1982

Easement "A" - 10 Foot Wide Easement For
Roadway And Utility Purposes

Situate in the Southwest quarter of Section 30, Township 1 North,
Range 1 West, Willamette Meridian, Washington County, Oregon
and being described as follows:

Beginning at a point on the easterly line of that 60 foot wide roadway
and utility easement as described in Fee No. 78-22965, Deed Records,
said County, said point being North, a distance of 782.43 feet and
East, a distance of 1682.79 feet from the Southwest corner of said
Section 30, a stone with punch mark and 3/4" iron pipe in a monument
box found; thence N 29°39'25" E, on said Easterly line, a distance
of 10.00 feet; thence leaving said Easterly line and running
S 60°20'35" E, a distance of 36.24 feet to the beginning of a tangent
350.00 foot radius curve left; thence on said curve through a central
angle of 11°46'25" (long chord bears S 66°13'48" E, 71.79 feet) an
arc distance of 71.92 feet to the end thereof; thence S 72°07'00" E,
a distance of 150.51 feet; thence S 29°39'25" W, a distance of 9.42
feet to a point on a non-tangent 15.00 foot radius curve right; thence
on said curve through a central angle of 18°32'25" (long chord bears
N 81°23'13" W, 4.83 feet) an arc distance of 4.85 feet to the end
thereof; thence N 72°07'00" W, a distance of 143.81 feet to the
beginning of a tangent 360.00 foot radius curve right; thence on said
curve through a central angle of 11°46'25" (long chord bears N 66°13'48" W,
73.85 feet) an arc distance of 73.98 feet to the end thereof; thence
N 60°20'35" W, a distance of 36.24 feet to the point of beginning,
containing 2585 square feet more or less.

M. M. A.

8

EASEMENT AND MAINTENANCE AGREEMENT

Agreement made as of this 18th day of March, 1982, by and between Bronson Creek Land Co., a partnership composed of Wallace E. Harding, Wallace M. Hobson, David C. Leland and Cedar Wood Investors, a partnership, as Grantor, and Nissan Motor Corporation in U.S.A., a California corporation, as Grantee.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor has agreed to sell and Grantee has agreed to buy the real property described in Exhibit "B" attached hereto and incorporated herein by reference, which property is a portion of the real property described in Exhibit "A"; and

WHEREAS, contemporaneous with the sale of the real property described in Exhibit "B", Grantor is reserving a ten (10) foot easement over a portion of the real property described in Exhibit "B" and desires by this agreement to grant to Grantee a forty (40) foot easement over a portion of the real property described in Exhibit "A" which is retained by Grantor; and

WHEREAS, the parties also desire to enter into an agreement setting forth the terms and conditions under which the above described easements shall be maintained;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the parties hereto agree as follows:

1. Grantor grants and conveys to Grantee a perpetual nonexclusive easement for the purpose of access, maintenance and location of utilities over and across the forty foot (40') strip of property described in Exhibit "C" attached hereto and incorporated herein by reference. It is understood and agreed that said easement shall be adjacent to and shall be used by the parties in combination with a perpetual nonexclusive easement for the purpose of access, maintenance and utilities over and across the ten foot (10') strip of property described in Exhibit "D" attached hereto and incorporated herein by reference, which easement is being reserved by Grantor by deed.

2. Grantor and Grantee shall cause a thirty foot (30') wide road to be located on the 40-foot easement described above, the center point being approximately sixteen feet (16') south of the southerly boundary line of the property described in Exhibit "B".

3. The entire cost of construction of the road and all related expenses shall be borne by Grantor. Following the completion of construction, all costs of repairs, maintenance and operation of the road shall be borne by the parties in the percentages set forth opposite their respective designations:

Grantor, or its successors and assigns	70%
Grantee, or its successors and assigns	30%

Repair and maintenance of the road shall include any cleaning, sweeping, patching, resurfacing and other similar work as is reasonably necessary and mutually agreed upon by the parties.

4. The position of supervisor of maintenance and repair of the road shall be rotated between the parties for minimum periods of one year. Grantor shall act as supervisor until Grantor no longer owns any portion of the property described in Exhibit "A". Subject to the minimum period limitation, the party acting as supervisor may transfer its duties to the other party upon sixty days prior written notice to the other party. If neither of the parties wants to assume the responsibilities and duties of supervisor, they may designate the Architectural Review Committee, as described in the Declaration of Protective Covenants recorded against the Property described in Exhibits A and B, to act as supervisor, and each party hereby agrees to pay its pro-rata share of the cost of having the Architectural Review Committee act as such supervisor. At such time as Grantor subdivides that portion of the real property described in Exhibit "A" which is retained by Grantor, the position of supervisor shall rotate between Grantor, Grantee and Grantor's successors in interest in the same fashion as set forth above and in accordance with a schedule to be determined by the parties at the time of said subdivision.

5. The supervisor shall maintain and repair the roadway and bill the owner of the property described in Exhibit "A" and the property described in Exhibit "B" for their pro rata share of such costs on a quarterly basis. Within thirty (30) days after receipt of any statement for the pro rata share of the costs of repair, maintenance and operation of the road, each owner shall pay to the supervisor

its pro rata share of such costs. If any such payment is not so made within such 30 day period, the same shall be deemed delinquent, a late charge of \$100 shall be levied and the amount therefore shall bear interest at the rate of fifteen percent (15%) per annum until paid. In the event that the "supervisor" is the Architectural Review Committee as defined in the Declaration of Protective Covenants dated concurrently herewith and encumbering the subject property, then the payments described above shall be deemed to be "Assessments", as described in the Declaration, and the supervisor will be entitled to all the rights and remedies regarding such Assessments as described in the Declaration. Any and all delinquent amounts with said interest shall be a charge upon all of the property of such owner benefited by or subject to the easement subject and junior, however, to the lien or charge of any bona fide first mortgage or first deed of trust upon the same or any part thereof at any time given or made. Expenditures in excess of \$5,000 for any single expense item or repair shall require prior written approval of the owner. Such prior approval shall be deemed given if agreed to by the fee owners of sixty percent (60%) of the property described in Exhibits "A" and "B".

6. It is understood and agreed that Grantor may elect to extend the roadway described in this agreement in an easterly direction at some time in the future. Such road extension shall not involve any portion of the property described in Exhibit "B". The cost of construction of any extension of the road shall be borne by Grantor and the cost of repair, maintenance and operation of the extension shall be in accordance with the terms set forth in Paragraph 3 above for the repair and maintenance of the initial road constructed on the easements.

7. The easements described above and the provisions for the sharing of repair, maintenance and operational expenses set forth herein, shall run with the land and shall be binding on and shall inure to the benefit of the owners of the real property described in Exhibits "A" and "B", their heirs, successors and assigns.

8. In the event that suit is brought for the enforcement of this easement or the agreements set forth herein or as the result of any alleged breach thereof, the prevailing party or parties to such suit shall be entitled to be paid reasonable attorney's fees by the losing party or parties, and any judgment or decree rendered shall include an award thereof including any such attorney's fees on appeal.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

BRONSON CREEK LAND CO.

By Wallace E. Harding
Wallace E. Harding

Wallace M. Hobson
Wallace M. Hobson

David C. Leland
David C. Leland

Ronald G. Luxon
Cedar Wood Investors

NISSAN MOTOR CORPORATION IN U.S.A.

By [Signature]
Its VICE PRESIDENT

EASEMENT AND MAINTENANCE
AGREEMENT
(EXHIBITS)

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MAR 22 1962

EXHIBIT "A"
Legal Description

A tract of land located in the south 1/2 of Section 30, Township 1 North, Range 1 West of the Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at a point on the north line of N.W. Cornell Road (CR B-95) as now established, said point being the southwesterly corner of that tract conveyed to Shepard-of-the-Valley Lutheran Church by deed recorded September 9, 1974 in Book 991, Page 793, Deed Records, of said county, said point further described as being North $80^{\circ} 05' 50''$ East, 2,575.16 feet from the southwest corner of said Section 30; thence along said line of Cornell Road on a 1,477.39 foot radius curve to the left with a chord that bears North $87^{\circ} 13' 47''$ West, 174.28 feet, an arc distance of 174.38 feet to a point 45.00 feet opposite engineer's centerline station 28+65.47 for said Cornell Road; thence South $89^{\circ} 23' 20''$ West along said north line, 175.71 feet to the true point of beginning; thence continuing South $89^{\circ} 23' 20''$ West along said north line 562.60 feet to a point 45.00 feet opposite engineer's centerline station 21+27.16 for said Cornell Road; thence along said north line of Cornell Road on a 3,864.72 foot radius curve to the left with a chord that bears South $88^{\circ} 42' 18''$ West, 92.26 feet, an arc distance of 92.26 feet; thence North $01^{\circ} 58' 44''$ West, 116.03 feet; thence North $29^{\circ} 57' 55''$ East, 584.44 feet; thence South $60^{\circ} 02' 05''$ East, parallel with the westbound centerline of Sunset Highway, 542.00 feet; thence South $16^{\circ} 38' 23''$ West, 358.48 feet to the true point of beginning.

EXHIBIT "B"

Description
for
Janson Creek Land Company

78501
12-9-81

Situate in the Southwest quarter of Section 30, Township 1 North, Range 1 West, Willamette Meridian, Washington County, Oregon and being described as follows:

Beginning at a point on the Westerly line of the first parcel described in Fee No. 80039666, Deed Record said County, said point being North a distance of 797.28 feet and East, a distance of 1656.72 feet from the Southwest corner of said Section 30 a stone with punch mark and 3/4" iron pipe in monument box found; thence N 29°39'25" E, on said Westerly line a distance of 318.00 feet to the Northwest corner of said described parcel; thence leaving said Westerly line and running S 60°20'35" E, on the Northerly line of said parcel, a distance of 285.00 feet; thence leaving said northerly line and running S 29°19'25" W, a distance of 279.35 feet to a point on a non-tangent 15.00 foot radius curve right; thence on said curve through a central angle of 13°32'25" (long chord bears N 81°23'13" W, 4.83 feet) an arc distance of 4.85 feet to the end thereof; thence N 72°07'00" W, a distance of 143.81 feet to the beginning of a 360.00 foot radius curve right; thence on said curve through a central angle of 11°46'25" (long chord bears N 66°13'48" W, 73.85 feet) an arc distance of 73.98 feet to the end thereof; thence N 60°20'35" W a distance of 66.24 feet to the point of beginning, containing 2.00 acres more or less.

Subject to easements and restrictions of record.

16

MAR 22 1982

EXHIBIT "C"

Description
for
.H.H., Enterprises

78501

January 27, 1982

Easement "B" - 40 Foot Wide Easement For
Roadway and Utility Purposes

Situate in the Southwest quarter of Section 30, Township 1 North,
Range 1 West, Willamette Meridian, Washington County, Oregon and
being described as follows:

Beginning at a point on the Easterly line of that 60 foot wide roadway
and utility easement as described in Fee No. 78-22965, Deed Records,
said County, said point being North, a distance of 782.43 feet and
East, a distance of 1682.79 feet from the Southwest corner of said
Section 30, a stone with punch mark and 3/4" iron pipe in a monument
box found; thence leaving said Easterly easement line and running
S 60°20'35" E, a distance of 36.24 feet, to the beginning of a tangent
360.00 foot radius curve left; thence on said curve through a central
angle of 11°46'25" (long chord bears S 66°13'48" E, 73.85 feet) an arc
distance of 73.98 feet, to the end thereof; thence S 72°07'00" E, a
distance of 143.81 feet to the beginning of a tangent 15.00 foot
radius curve left; thence on said curve through a central angle of
18°32'25" (long chord bears S 81°23'13" E, 4.83 feet) an arc distance
of 4.85 feet to a point on said curve; thence leaving said curve and
running S 15°33'16" W, a distance of 40.81 feet; thence N 72°07'00" W,
a distance of 150.24 feet to the beginning of a tangent 400.00 foot
radius curve right; thence on said curve through a central angle of
11°46'25" (long chord bears N 66°13'48" W, 82.05 feet) an arc distance
of 82.20 feet to the end thereof; thence N 60°20'35" W, a distance of
36.24 feet to a point on the aforementioned Easterly easement line;
thence N 29°39'25" E, on said Easterly line, a distance of 40.00 feet
to the point of beginning, containing 10,552 square feet more or less.

EXHIBIT "D"

Description
for
A., Enterprises

78501

January 26, 1982

Easement "A" - 10 Foot Wide Easement For
Roadway And Utility Purposes

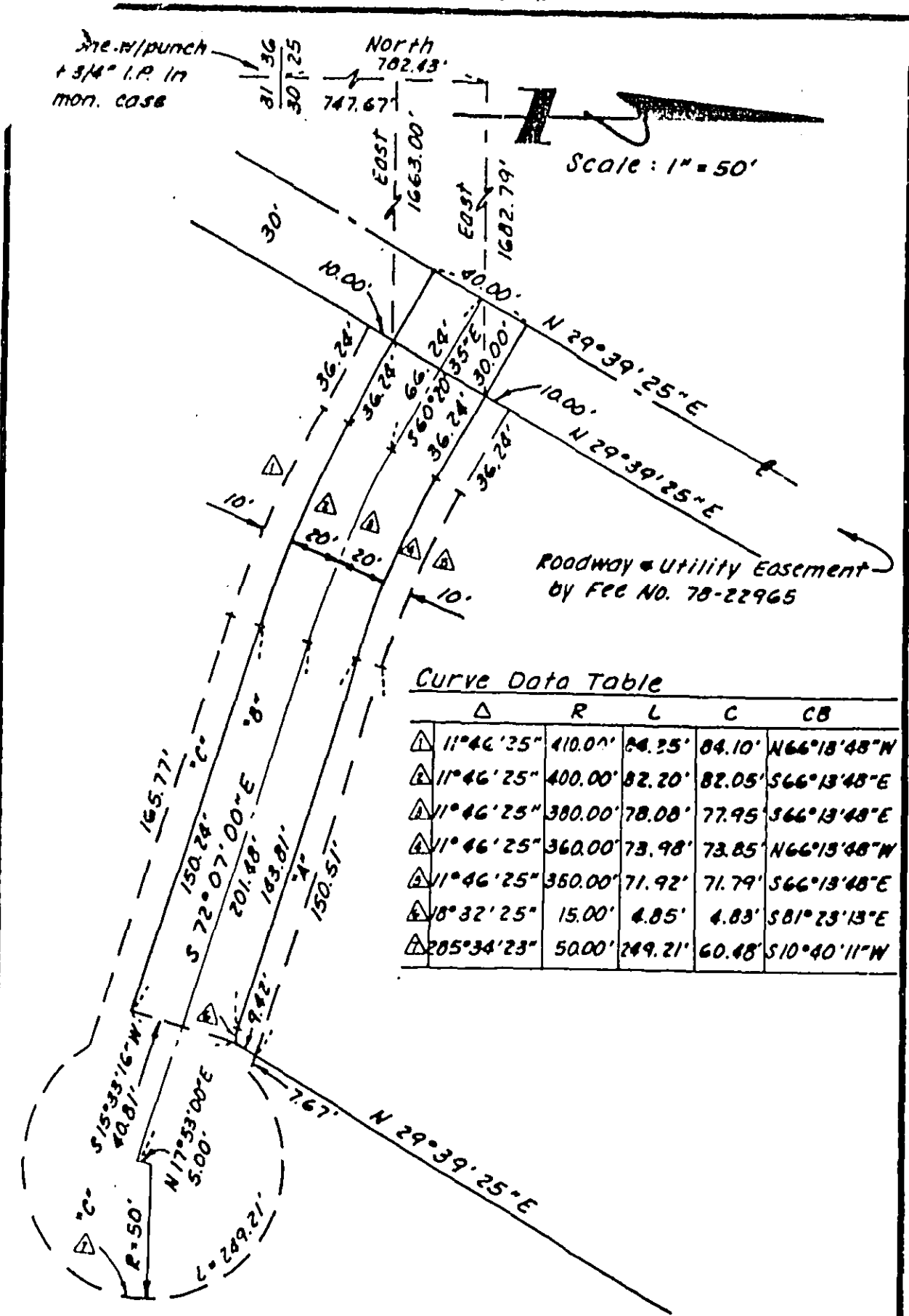
Situate in the Southwest quarter of Section 30, Township 1 North,
Range 1 West, Willamette Meridian, Washington County, Oregon
and being described as follows:

Beginning at a point on the easterly line of that 60 foot wide roadway
and utility easement as described in Fee No. 78-22965, Deed Records,
said County, said point being North, a distance of 782.43 feet and
East, a distance of 1682.79 feet from the Southwest corner of said
Section 30, a stone with punch mark and 3/4" iron pipe in a monument
box found; thence N 29°39'25" E, on said Easterly line, a distance
of 10.00 feet; thence leaving said Easterly line and running
S 60°20'35" E, a distance of 36.24 feet to the beginning of a tangent
350.00 foot radius curve left; thence on said curve through a central
angle of 11°46'25" (long chord bears S 66°13'48" E, 71.79 feet) an
arc distance of 71.92 feet to the end thereof; thence S 72°07'00" E,
a distance of 150.51 feet; thence S 29°39'25" W, a distance of 9.42
feet to a point on a non-tangent 15.00 foot radius curve right; thence
on said curve through a central angle of 18°32'25" (long chord bears
N 81°23'13" W, 4.83 feet) an arc distance of 4.85 feet to the end
thereof; thence N 72°07'00" W, a distance of 143.81 feet to the
beginning of a tangent 360.00 foot radius curve right; thence on said
curve through a central angle of 11°46'25" (long chord bears N 66°13'48" W,
73.85 feet) an arc distance of 73.98 feet to the end thereof; thence
N 60°20'35" W, a distance of 36.24 feet to the point of beginning,
containing 2585 square feet more or less.

18

MAR 22 1982

EXHIBIT "D"



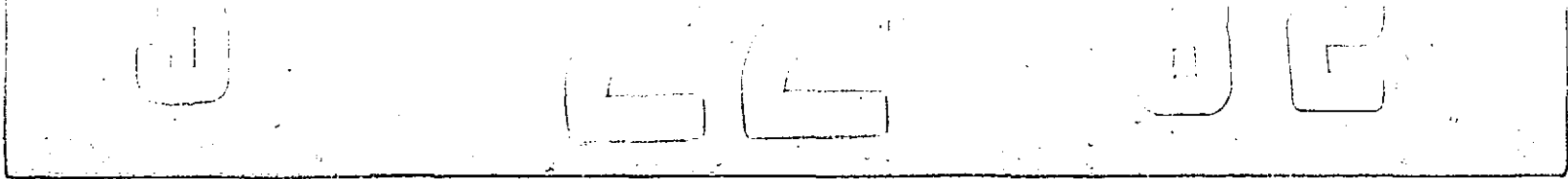
Curve Data Table

	Δ	R	L	C	CB
△	11°46'25"	410.00'	84.25'	84.10'	N66°18'48"W
△	11°46'25"	400.00'	82.20'	82.05'	S66°13'48"E
△	11°46'25"	380.00'	78.08'	77.95'	S66°13'48"E
△	11°46'25"	360.00'	73.98'	73.85'	N66°13'48"W
△	11°46'25"	350.00'	71.92'	71.79'	S66°13'48"E
△	8°32'25"	15.00'	4.85'	4.83'	S81°23'13"E
△	205°34'23"	50.00'	249.21'	60.48'	S10°40'11"W

Vicinity Map for legal Description
 S.W. 1/4 Sec. 30, T.1N., R.1W., W.M. Washington Co., Oregon

WAKER CIVIL ENGINEERING
 PLANNING • SURVEYING
Associates Inc.
 1100 S.W. ALLEN BLVD., SUITE 100 • BEAVERTON, OREGON 97005 • 503 843 9410

DR'N: MM
 CK'D: TJB
 APP'D:
 DATE: 1-26-82
 SCALE: 1" = 50'
 JOB No.: 78501



STATE OF OREGON
County of Washington

Deed
SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

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

76.00/SF

1982 MAR 22 PM 1:11

20

AUG 25 1989

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FR

89-39795

Washington County

RESCISSION OF BRONSON CREEK
PROTECTIVE COVENANTS
AND
MODIFICATION OF
EASEMENT AND
MAINTENANCE
AGREEMENT

367997-57

First American Title Incorporation
Recording Assumes No Liability

Agreement made this 13 day of ^{July} May, 1989, by and between Nissan Motor Corporation in U.S.A., a California corporation ("Nissan") and Standard Insurance Company, an Oregon corporation ("Standard").

WHEREAS, Standard's predecessors in interest include the Bronson Creek Land Co. which, in conjunction with Nissan, entered into a Declaration of Protective Covenants for Bronson Creek Business Park dated as of March 18, 1982, and recorded in Washington County, Oregon as document No. 82006988 on March 22, 1989 ("Declaration").

WHEREAS, Standard and Nissan own all of the real property within the Bronson Creek Business Park subject to the Declaration. Such real property is described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

WHEREAS, Standard and Nissan desire to rescind the Declaration and relieve the Property from compliance with its terms and conditions in all respects.

WHEREAS, Standard and Nissan also desire to delete all references to the Architectural Review Committee created by the Declaration which appear in that certain Easement and Maintenance Agreement adopted by Nissan and Bronson Creek Land Co. as of March 18, 1982 (the "Easement"), which also affects the Property. The Easement was recorded in Washington County records as part of No. 82006989.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter stated, Nissan and Standard agree:

1. The Declaration is hereby rescinded and terminated in all respects. The Property shall be and is relieved of compliance with each and every condition, covenant, restriction and agreement set forth in the Declaration. The Declaration shall be of no further force and effect and shall no longer burden the Property.

2. The Easement is hereby amended by deleting from its terms any and all references to the Architectural Review Committee, as

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AUG 25 1989

described in the Declaration which is rescinded and terminated by this Agreement.

3. The Easement is further amended by deleting from its terms any and all reference to the Declaration rescinded and terminated by this Agreement.

4. Standard and Nissan each represent, covenant and warrant to the other that each has full and complete authority to enter into this Agreement and that no further consent of any other party is required.

IN WITNESS WHEREOF, Standard and Nissan have entered into this Agreement as of the day and year first above written.

NISSAN MOTOR CORPORATION IN U.S.A., a California corporation

STANDARD INSURANCE COMPANY, an Oregon corporation

By [Signature]
Its Corporate Facilities Manager

By [Signature]
MK Wayne Atteberry
Vice President
Real Estate Finance

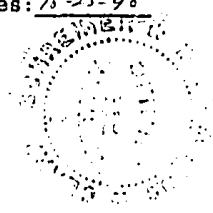
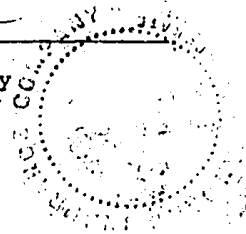
By _____
Its _____

ATTEST:
[Signature]
Jack R. Sullivan
Assistant Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 27th day of May, 1989, personally appeared the above named Wayne Atteberry and Jack R. Sullivan, who, each being first duly sworn, did say that the former is the Vice President - Real Estate Finance, and that the latter is the Assistant Secretary of Standard Insurance Company, an Oregon corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 10-25-90



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STATE OF OREGON)
County of _____) SS.

On this ____ day of May, 1989, personally appeared the above named _____ and _____, who, each being first duly sworn, did say that the former is the _____, and that the latter is the _____ of Nissan Motor Corporation in U.S.A., a California corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon
My Commission Expires: _____

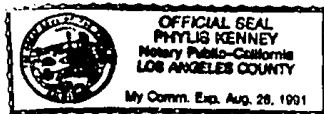
GENERAL ACKNOWLEDGMENT

NO. 201

State of California }
County of Los Angeles } SS.

On this the 13 day of July 1989, before me,

Phylis Kenney
the undersigned Notary Public, personally appeared
PAUL HARVEY



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Phylis Kenney
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

7120 122

NATIONAL NOTARY ASSOCIATION • 8233 Permett Ave • P.O. Box 7184 • Canoga Park, CA 91304 7184

AUG 25 1989

EXHIBIT "A"

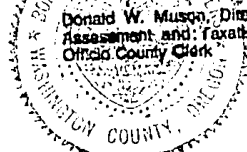
Legal Description

A tract of land located in the south 1/2 of Section 30, Township 1 North, Range 1 West of the Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at a point on the north line of N.W. Cornell Road (CR B-95) as now established, said point being the southwesterly corner of that tract conveyed to Shepard-of-the-Valley Lutheran Church by deed recorded September 9, 1974 in Book 991, page 793, Deed Records, of said county, said point further described as being North 80 05' 50" East, 2,575.16 feet from the southwest corner of said Section 30; thence along said line of Cornell Road on a 1,477.39 foot radius curve to the left with a chord that bears North 87 13' 47" West, 174.28 feet, an arc distance of 174.38 feet to a point 45.00 feet opposite engineer's centerline station 28+65.47 for said Cornell Road; thence South 89 23' 20" West along said north line, 175.71 feet to the true point of beginning; thence continuing South 89 23' 20" West along said north line 562.60 feet to a point 45.00 feet opposite engineer's centerline station 21+27.16 for said Cornell Road; thence along said north line of Cornell Road on a 3,864.72 foot radius curve to the left with a chord that bears South 88 42' 18" West, 92.26 feet, an arc distance of 92.26 feet; thence North 01 58' 44" West, 116.03 feet; thence North 29 57' 55" East, 584.44 feet; thence South 60 02' 05" East, parallel with the westbound centerline of Sunset Highway, 542.00 feet; thence South 16 38' 23" West, 358.48 feet to the true point of beginning.

STATE OF OREGON }
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 89039795
Rect: 16761
08/25/1989 03:52:01PM 20.00

4

after recording please return to:
Standard Insurance Co.
P.O. Box 911, m Ave.
Portland, Oregon 97207
attn: Mark Fisher