



City of Tualatin

TUALATIN CITY COUNCIL

Monday, July 28, 2014

JUANITA POHL CENTER

8513 SW Tualatin Road

Tualatin, OR 97062

WORK SESSION begins at 5:45 p.m.

BUSINESS MEETING begins at 7:00 p.m.

Mayor Lou Ogden

Council President Monique Beikman

Councilor Wade Brooksby

Councilor Frank Bubenik

Councilor Joelle Davis

Councilor Nancy Grimes

Councilor Ed Truax

Welcome! By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified a time for your comments on its agenda, following Announcements, at which time citizens may address the Council concerning any item not on the agenda or to request to have an item removed from the consent agenda. If you wish to speak on a item already on the agenda, comment will be taken during that item. Please fill out a Speaker Request Form and submit it to the Recording Secretary. You will be called forward during the appropriate time; each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City website at www.tualatinoregon.gov/meetings, the Library located at 18878 SW Martinazzi Avenue, and on file in the Office of the City Manager for public inspection. Any person with a question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011. Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Council meetings are televised *live* the day of the meeting through Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at www.tvctv.org. Council meetings can also be viewed by live *streaming video* on the day of the meeting at www.tualatinoregon.gov/meetings.

Your City government welcomes your interest and hopes you will attend the City of Tualatin Council meetings often.

PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

A **legislative** public hearing is typically held on matters which affect the general welfare of the entire City rather than a specific piece of property.

1. Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When the Council has finished questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *deny*, or *continue* the public hearing.

PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

A **quasi-judicial** public hearing is typically held for annexations, planning district changes, conditional use permits, comprehensive plan changes, and appeals from subdivisions, partitions and architectural review.

1. Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report.
3. Public testimony is taken:
 - a) In support of the application
 - b) In opposition or neutral
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *approve with conditions*, or *deny the application*, or *continue* the public hearing.

TIME LIMITS FOR PUBLIC HEARINGS

The purpose of time limits on public hearing testimony is to provide all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 3 minutes**, subject to the right of the Mayor to amend or waive the time limits.

EXECUTIVE SESSION INFORMATION

An Executive Session is a meeting of the City Council that is closed to the public to allow the City Council to discuss certain confidential matters. An Executive Session may be conducted as a separate meeting or as a portion of the regular Council meeting. No final decisions or actions may be made in Executive Session. In many, but not all, circumstances, members of the news media may attend an Executive Session.

The City Council may go into Executive Session for certain reasons specified by Oregon law. These reasons include, but are not limited to: ORS 192.660(2)(a) employment of personnel; ORS 192.660(2)(b) dismissal or discipline of personnel; ORS 192.660(2)(d) labor relations; ORS 192.660(2)(e) real property transactions; ORS 192.660(2)(f) information or records exempt by law from public inspection; ORS 192.660(2)(h) current litigation or litigation likely to be filed; and ORS 192.660(2)(i) employee performance of chief executive officer.



A. CALL TO ORDER

Pledge of Allegiance

B. ANNOUNCEMENTS

1. New Employee Introduction- Cameron Eby, Operations Maintenance Worker
2. New Employee Introduction- Sarah Jesudason, Public Services Supervisor
3. New Employee Introduction- Bethany Veil, Engineering Associate
4. Crawfish Festival Announcement

C. CITIZEN COMMENTS

This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent agenda. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.

D. CONSENT AGENDA

The Consent Agenda will be enacted with one vote. The Mayor will ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, Items Removed from the Consent Agenda. The entire Consent Agenda, with the exception of items removed from the Consent Agenda to be discussed, is then voted upon by roll call under one motion.

1. Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of July 14, 2014
2. Consideration of Approval of a New Liquor License Application for Millers Homestead Inn
3. Consideration of Approval of a New Liquor License Application for KGF Dining 2, LLC, dba Cafe Yumm!

E. PUBLIC HEARINGS – Legislative or Other

1. Consideration of **Resolution No. 2505-14** to Authorize the City Manager to Execute Quitclaim Deeds of Public Utility Easements on the Nyberg Rivers Shopping Center located at 7655 SW Nyberg Street

F. ITEMS REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda will be discussed individually at this time. The Mayor may impose a time limit on speakers addressing these issues.

G. COMMUNICATIONS FROM COUNCILORS

H. ADJOURNMENT



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 07/28/2014

SUBJECT: Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of July 14, 2014

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the City Council Work Session and Regular Meeting of July 14, 2014.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: [City Council Work Session Meeting Minutes of July 14, 2014](#)
[City Council Regular Meeting Minutes of July 14, 2014](#)



OFFICIAL MINUTES OF TUALATIN CITY COUNCIL WORK SESSION FOR JULY 14, 2014

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Councilor Joelle Davis

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker; Finance Director Don Hudson; Deputy City Manager Sara Singer; Planning Manager Aquilla Hurd-Ravich; Deputy City Recorder Nicole Morris; Associate Planner Cindy Hahn; Engineering Manager Kaaren Hofmann; Maintenance Services Division Manager Clayton Reynolds; Economic Development Manager Ben Bryant; Assistant City Manager Alice Cannon

CALL TO ORDER

Mayor Ogden called the meeting to order at 5:04 p.m.

1. *TriMet's Southwest Service Enhancement Plan.*

TriMet Senior Planner Tom Mills presented the Southwest Service Enhancement Plan. Planner Mills stated TriMet is currently gathering feedback on the plan and is here today to present feedback from stakeholder meetings and current recommendations. He recapped data gathered from meetings held to date. The draft plan was presented and included expansion of the community connector service. He noted the draft is a long term vision and does not include high capacity transit lines.

Mayor Ogden asked how likely it is that these recommendations will take place. Planner Mills stated TriMet sees the recommended service areas as markets with unmet needs and that have the potential for future investment.

Mayor Ogden would like to see the area better served as job growth is occurring in the area.

Councilor Grimes asked about funding for the proposed service to the Riverpark area. Planner Mills stated a plan to transition the local shuttles to Ride Connection is being worked on. After this transition the next step would be to consider boundary expansions with Riverpark being a good fit for this type of service in Tualatin.

2. Basalt Creek Project Update.

Planning Manager Aquilla Hurd-Ravich and Associate Planner Cindy Hahn presented updates on the Basalt Creek Concept Plan. Planner Hahn shared the project schedule noting the project is in the visioning, analysis, and developing alternative scenarios phase. Public workshops and stakeholder focus groups have been conducted. Input gathered from these meetings is being used to help establish three alternatives for the project. An inventory of existing conditions related to housing and employment, environmental constraints, transportation, and infrastructure is being compiled at this time. Planner Hahn provided preliminary findings for each category. She stated next steps include completing stakeholder outreach, finalizing constraints and existing conditions, and developing themes. A Joint City Council with Wilsonville will be held on July 16.

Councilor Truax requested further information on the topography of the area. Manager Hurd-Ravich stated this information is still being gathered as part of the existing conditions.

Mayor Ogden would like to have more information on the existing conditions before the process goes any further. He stated he would not be able to make any decisions without this information.

Councilor Grimes agreed that she would like this information before the process continues any further. Manager Hurd-Ravich stated the joint meeting will be an educational meeting about already known existing conditions.

Council President Beikman expressed concern over prioritizing the guiding principles for this project so that it is clear what the end result of this plan should be.

Councilor Bubenik expressed concerns over the amount of developable land for industrial uses as set forth by Metro. Assistant City Manager Cannon stated she is working with Metro on the parameters put in place for this area. She noted Metro is supportive of the concept planning process.

Councilor Brooksby asked when the existing conditions would be complete. Manager Hurd-Ravich stated a presentation to Council will be made in August that will include land use themes, a existing conditions report, and buildable land maps.

3. Parking Permit Zone, NW Fox Hill Neighborhood.

Police Chief Kent Barker presented information on the proposed Fox Hills parking permit zone. He presented a proposed parking zone, as well as proposed signage, applications, and permits. He noted the proposed zone will impact 62 residences. Proposed outreach would include letters to each residence as well as a neighborhood meeting.

Councilor Truax would like to see a survey conducted of all the residents to gather feedback.

Council gave direction to have a survey of the impacted residences completed.

4. League of Oregon Cities 2015 Legislative Priorities.

Deputy City Manager Sara Singer presented the League of Oregon Cities (LOC) request for legislative issues for the 2015 legislative session. Staff recommendations were presented.

Council requested staff to continue to narrow the list based on the city's priorities and submit them to LOC.

5. Council Meeting Agenda Review, Communications & Roundtable.

ADJOURNMENT

The work session adjourned at 6:51 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JULY 14, 2014

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Councilor Joelle Davis

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker; Community Services Director Paul Hennon; Finance Director Don Hudson; Deputy City Manager Sara Singer; Planning Manager Aquilla Hurd-Ravich; Deputy City Recorder Nicole Morris; Teen Program Specialist Julie Ludemann; Maintenance Services Division Manager Clayton Reynolds; Economic Development Manager Ben Bryant; Assistant City Manager Alice Cannon

A. CALL TO ORDER

Pledge of Allegiance

Mayor Ogden called the meeting to order at 7:03 p.m.

B. ANNOUNCEMENTS

1. Tualatin Youth Advisory Council Update for July 2014

Members of the Tualatin Youth Advisory Committee (YAC) presented a PowerPoint on their latest activities and upcoming events. The YAC hosted a 5K Kaleidoscope run to kick-off summer for students in grades 6-12. The committee continues to participate in Movies on the Commons every Saturday night by selling concessions for the event. The committee is planning a Youth/Elected Leader Social to be held early next year.

2. ArtSplash Art Show and Sale 2014

Recreation Program Specialist Julie Ludemann announced ArtSplash Art Show and Sale to be held July 18-20, 2014.

3. New Employee Introduction- Kelsey Lewis, Program Coordinator

Community Services Director Paul Hennon introduced Program Coordinator Kelsey Lewis. The Council welcomed her.

C. CITIZEN COMMENTS

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Grace Lucini presented concerns regarding the guiding principles put in place for the Basalt Creek Planning area.

Margi Peterson spoke in regards to traffic concerns on Boones Ferry Road. She requested to have trees trimmed which are obstructing views of signage in the area and have an additional flashing speed sign installed.

Gunnar Olson asked Council to continue to move forward with the process to have parking permits put into place in the Fox Hills area.

Linda Moholt made comments on TriMet's presentation during the work session. She stated TriMet needs to continue to work on scheduling and service to outside areas.

Loyce Martinazzi and Art Sasaki presented the Council with photo books of Tualatin's history. These books are available for purchase at the Tualatin Historical Society.

D. CONSENT AGENDA

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MOTION by Council President Monique Beikman, SECONDED by Councilor Nancy Grimes to approve the consent agenda.

Vote: 6 - 0 MOTION CARRIED

1. Consideration of Approval of the Minutes for the City Council Regular Meeting of June 23, 2014
2. Consideration of an Amendment to the Intergovernmental Agreement with Washington County Consolidated Communications Agency

E. GENERAL BUSINESS

If you wish to speak on a general business item please fill out a Speaker Request Form and you will be called forward during the appropriate item. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.

1. Consideration of Acceptance of the Economic Development Strategic Plan

Economic Development Manager Ben Bryant presented the Economic Development Strategic Plan. Manager Bryant shared the updated brochure with the Council. Members of the Economic Development Strategy Committee spoke to the process of developing the plan.

MOTION by Council President Monique Beikman, SECONDED by Councilor Nancy Grimes to accept the Economic Development Strategic Plan.

Vote: 6 - 0 MOTION CARRIED

F. ITEMS REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda will be discussed individually at this time. The Mayor may impose a time limit on speakers addressing these issues.

G. COMMUNICATIONS FROM COUNCILORS

H. ADJOURNMENT

Mayor Ogden adjourned the meeting at 7:48 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 07/28/2014

SUBJECT: Consideration of Approval of a New Liquor License Application for Millers Homestead Inn

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for Millers Homestead Inn.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for Millers Homestead Inn.

EXECUTIVE SUMMARY:

Millers Homestead Inc. has submitted a new liquor license application under the category of limited on-premises sales. This would permit them to sell factory-sealed containers of malt beverages, wine, and cider for on-site consumption. The business is located at 17933 SW McEwan. The application is in accordance with provisions of Ordinance No.680-85 which established a procedure for review of liquor licenses by the Council. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

Attachments: [Attachment A - Vicinity Map](#)
[Attachment B- License Types](#)
[Attachment C- Application](#)



OREGON LIQUOR CONTROL COMMISSION

LICENSE TYPES

FULL ON-PREMISES SALES

- **Commercial Establishment**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location (*this is the license that most "full-service" restaurants obtain*). Sell malt beverages for off-site consumption in securely covered containers provided by the customer. Food service required. Must purchase distilled liquor **only** from an Oregon liquor store, or from another Full On- Premises Sales licensee who has purchased the distilled liquor from an Oregon liquor store.
- **Caterer**
Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. Food service required.
- **Passenger Carrier**
An airline, railroad, or tour boat may sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises. Food service required.
- **Other Public Location**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, where the predominant activity is not eating or drinking (for example an auditorium; music, dance, or performing arts facility; banquet or special event facility; lodging fairground; sports stadium; art gallery; or a convention, exhibition, or community center). Food service required.
- **Private Club**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, but only for members and guests. Food service required.

LIMITED ON-PREMISES SALES

Sell and serve malt beverages, wine, and cider for onsite consumption. Allows the sale of malt beverages in containers (kegs) for off-site consumption. Sell malt beverages for off-site consumption in securely covered containers provided by the customer.

OFF-PREMISES SALES

Sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises. Eligible to provide sample tastings of malt beverages, wine, and cider for consumption on the premises. Eligible to ship manufacturer-sealed containers of malt beverages, wine, or cider directly to an Oregon resident.

BREWERY PUBLIC HOUSE

Make and sell malt beverages. Import malt beverages into and export from Oregon. Distribute malt beverages directly to retail and wholesale licensees in Oregon. Sell malt beverages made at the business to individuals for consumption on or off-site.

WINERY

Must principally produce wine or cider in Oregon. Manufacture, store, and export wine and cider. Import wine or cider *If bottled, the brand of wine or cider must be owned by the licensee*. Sell wine and cider to wholesale and retail licensees in Oregon. Sell malt beverages, wine, and cider to individuals in Oregon for consumption on or off-site.



JUL 01 2014

CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

MAYOR _____ COUNCIL _____ POLICE _____ ADM _____
FINANCE _____ COMM/DEV _____ LEGAL _____ OPER _____
COMMSVCS _____ ENG & BLDG _____ LIBRARY _____

Date 7/1/14

IMPORTANT: This is a three-page form. You are required to complete all sections of the form.
If a question does not apply, please indicate N/A. Please include full names (last, first middle) and full dates of birth (month/day/year). Incomplete forms shall receive an unfavorable recommendation.
Thank you for your assistance and cooperation.

SECTION 1: TYPE OF APPLICATION

- Original (New) Application - \$100.00 Application Fee.
- Change in Previous Application - \$75.00 Application Fee.
- Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License # _____
- Temporary License - \$35.00 Application Fee.

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): MILLER'S HOMESTEAD INN

Business address 17433 SW McEWEN City TIGARD State OR Zip Code 97224

Mailing address SAME City _____ State _____ Zip Code _____

Telephone # 503-684-2831 Fax # 503-624-2861

Name(s) of business manager(s) First JOHN Middle B Last MYERS ✓✓✓

Date of birth _____ Social Security # _____ DDL# _____ M X F _____

Home address _____ City BATHSTON State OR Zip Code 97007
(attach additional pages if necessary)

Type of business RESTAURANT

Type of food served BREAKFAST

Type of entertainment (dancing, live music, exotic dancers, etc.) _____

Days and hours of operation 6 AM - 9 PM

Food service hours: Breakfast 6 AM - 9 PM Lunch 11 AM - 2 PM Dinner 3 - 9 PM

Restaurant seating capacity 109 Outside or patio seating capacity _____

How late will you have outside seating? _____ How late will you sell alcohol? 9 PM

How many full-time employees do you have? 12 Part-time employees? 3

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants J&J'S DELI'S

Type of liquor license (refer to OLCC form) LIMITED ON PREMISES

Form of entity holding license (check one and answer all related applicable questions):

INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

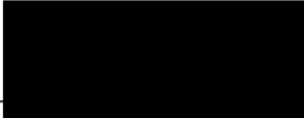
PARTNERSHIP: If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form.
Full name _____ Date of birth _____
Residence address _____
Full name _____ Date of birth _____
Residence address _____

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name _____
Business address _____

(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

(c) Are there more than 35 shareholders of this corporation? Yes ___ No ___ If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.
Full name of president: _____ Date of birth: _____
Residence address: _____
Full name of treasurer: _____ Date of birth: _____
Residence address: _____
Full name of secretary: _____ Date of birth: _____
Residence address: _____

LIMITED LIABILITY COMPANY: If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.
Full name: JOHN B. MYERS Date of birth: [REDACTED]
Residence address: [REDACTED] BOATLTON OR 97007

Full name: JOEL JONAS Date of birth: 
Residence address: _____

OTHER: If this box is checked, use a separate page to describe the entity, and identify with reasonable particularity every entity with an interest in the liquor license.

SECTION 4: APPLICANT SIGNATURE

A false answer or omission of any requested information on any page of this form shall result in an unfavorable recommendation.

 _____ Date 2/6/14

For City Use Only

Sources Checked:

DMV by [Signature] LEADS by [Signature] TuPD Records by [Signature]
 Public Records by [Signature]

Number of alcohol-related incidents during past year for location. N/A

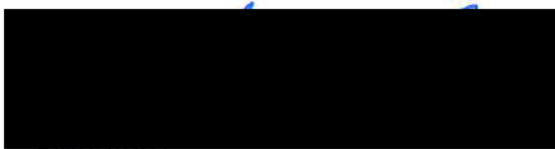
Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

Granted

Denied

Cause of unfavorable recommendation: _____

 _____ Date 7/7/14

Kent W. Barker
Chief of Police
Tualatin Police Department



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 07/28/2014

SUBJECT: Consideration of Approval of a New Liquor License Application for KGF Dining 2, LLC, dba Cafe Yumm!

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for KGF Dining 2, LLC, dba Cafe Yumm!

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for KGF Dining 2, LLC, dba Cafe Yumm!.

EXECUTIVE SUMMARY:

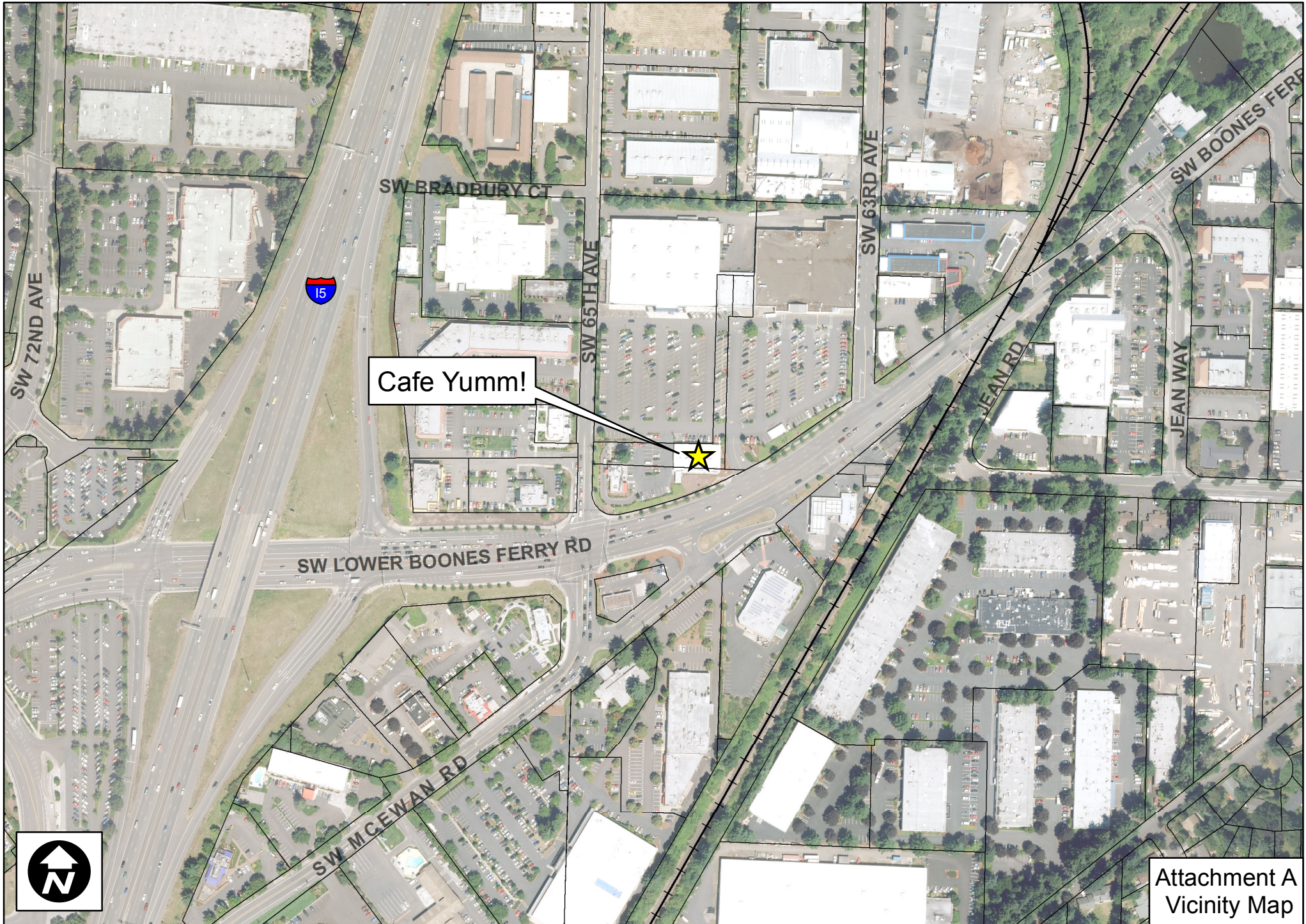
KGF Dining 2, LLC, dba Cafe Yumm! has submitted a new liquor license application under the category of limited on-premises sales. This would permit them to sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption on-premises. The business is located at 17773 SW Lower Boones Ferry Road. The application is in accordance with provisions of Ordinance No.680-85 which established a procedure for review of liquor licenses by the Council. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

Attachments: [Attachment A - Vicinity Map](#)
[Attachment B- License Types](#)

Attachment C- Application



Cafe Yumm!



OREGON LIQUOR CONTROL COMMISSION

LICENSE TYPES

FULL ON-PREMISES SALES

- **Commercial Establishment**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location (*this is the license that most “full-service” restaurants obtain*). Sell malt beverages for off-site consumption in securely covered containers provided by the customer. Food service required. Must purchase distilled liquor **only** from an Oregon liquor store, or from another Full On- Premises Sales licensee who has purchased the distilled liquor from an Oregon liquor store.
- **Caterer**
Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. Food service required.
- **Passenger Carrier**
An airline, railroad, or tour boat may sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises. Food service required.
- **Other Public Location**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, where the predominant activity is not eating or drinking (for example an auditorium; music, dance, or performing arts facility; banquet or special event facility; lodging fairground; sports stadium; art gallery; or a convention, exhibition, or community center). Food service required.
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CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

REC'D
CITY OF TUALATIN
JUL 08 2014

Date 7/7/2014

MAYOR _____ COUNCIL _____ POLICE _____ ADM _____
FINANCE _____ COMMISSIONER _____ LEGAL _____ OPER _____
MMSVCS _____ ENG & BLDG _____ LIBRARY _____

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Thank you for your assistance and cooperation.

SECTION 1: TYPE OF APPLICATION

- Original (New) Application - \$100.00 Application Fee.
- Change in Previous Application - \$75.00 Application Fee.
- Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License # _____
- Temporary License - \$35.00 Application Fee.

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): KGF Dining 2, LLC dba Cafe Yumm!

Business address 17773 SW Lower Boones City Lake Oswego State OR Zip Code 97035
Ferry Rd, Suite C

Mailing address same City _____ State _____ Zip Code _____

Telephone # 541-335-9194 Aaron's cell Fax # n/a
503-699-9866 (not in use yet)

Name(s) of business manager(s) First Aaron Middle King Last Gillette

Date of birth _____ Social Security # _____ ODL# _____ MX _____ F _____

Home address _____ City Eugene State OR Zip Code 97401
(attach additional pages if necessary)

Type of business Fast Casual Restaurant

Type of food served Beautiful, Delicious, Nourishing Food, focussed primarily on Rice and Bean Dishes

Type of entertainment (dancing, live music, exotic dancers, etc.) None

Days and hours of operation Monday-Saturday 10am-9pm, Sunday 10am-8pm

Food service hours: Breakfast same menu served all day Lunch n/a Dinner n/a

Restaurant seating capacity ~67 Outside or patio seating capacity ~52

How late will you have outside seating? 9pm How late will you sell alcohol? 9pm

How many full-time employees do you have? ~8 Part-time employees? ~16

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants KGF Dining 2, LLC

Type of liquor license (refer to OLCC form) Limited on premises sales license

Form of entity holding license (check one and answer all related applicable questions):

INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

PARTNERSHIP: If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form.
Full name _____ Date of birth _____
Residence address _____
Full name _____ Date of birth _____
Residence address _____

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name _____
Business address _____

(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

(c) Are there more than 35 shareholders of this corporation? Yes No. If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.
Full name of president: _____ Date of birth: _____
Residence address: _____
Full name of treasurer: _____ Date of birth: _____
Residence address: _____
Full name of secretary: _____ Date of birth: _____
Residence address: _____

LIMITED LIABILITY COMPANY: If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.
Full name: Aaron King Gillette Date of birth:
Residence address: Eugene, OR 97401

Full name: Michael King Gillette

Date of birth:

Residence address: Eugene, OR 97408

OTHER: If this box is checked, use a separate page to describe the entity, and identify with reasonable particularity every entity with an interest in the liquor license.

SECTION 4: APPLICANT SIGNATURE

A false answer or omission of any requested information on any page of this form shall result in an unfavorable recommendation.

Signature of Applicant: _____ Date: 7/7/2014

For City Use Only

Sources Checked:

DMV by _____ LEDS by _____ TuPD Records by _____
 Public Records by _____

Number of alcohol-related incidents during past year for location.

Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

Granted

Denied

Cause of unfavorable recommendation: _____

Signature: _____ Date: 7/10/14

Kent W. Barker
Chief of Police
Tualatin Police Department



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Tony Doran, Engineering Associate
Alice Cannon, Assistant City Manager

DATE: 07/28/2014

SUBJECT: Consideration of **Resolution No. 2505-14** to Authorize the City Manager to Execute Quitclaim Deeds of Public Utility Easements on the Nyberg Rivers Shopping Center located at 7655 SW Nyberg Street

ISSUE BEFORE THE COUNCIL:

City Council consideration to authorize the City Manager to execute Quitclaim Deeds relinquishing public utility easements on the Nyberg Rivers shopping center located at 7655 SW Nyberg Street.

RECOMMENDATION:

Staff recommends Council consider the attached resolution.

EXECUTIVE SUMMARY:

This is a public hearing, pursuant to ORS 221.725, to consider authorizing the City Manager to execute quitclaim deeds of public utility easements that are no longer needed for public use.

As part of development of Nyberg Rivers, the existing public utilities needed to be relocated. The City acquired sanitary sewer and water easements on August 26, 1974 for public use on lots owned by Tuala Northwest, LLC (Tax Map 2S124B and Tax Lot 2100) and Dean MacBale (Tax Map 2S124A and Tax Lot 2502).

Under ORS 271.310, the City is authorized to relinquish real property, or any interest in real property, when the property is no longer needed for a public use. With the relocation of the public utilities the City's existing easements, portions of recorded document #11414, are no longer needed for public use.

Approval of this resolution will authorize the City Manager to relinquish the City's interest in the unneeded public sanitary sewer easement and portions of the water easement within the Nyberg Rivers development area.

-
- Attachments:** A-Resolution
B - Easements Map
C - Public Easements To Be Quitclaimed
D - Quitclaim Deeds
E - Easements To Remain
F - Powerpoint

RESOLUTION NO. 5205-14

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS OF PUBLIC UTILITY EASEMENTS OVER TUALA NORTHWEST, LLC AND DEAN MACBALE PROPERTY

WHEREAS, the City acquired sanitary sewer and water easements on August 26, 1974 for public use on lots owned by Tuala Northwest, LLC (Tax Map 2S124B and Tax Lot 2100) and Dean MacBale (Tax Map 2S124A and Tax Lot 2502); and

WHEREAS, pursuant to ORS 221.725, the City Council held a public hearing to consider authorizing the City Manager to execute quitclaim deeds to relinquish the City's interest in the sanitary sewer easement and portions of the water easement that have been relocated; and

WHEREAS, the City Council finds that the City's sanitary sewer easement and portions of the water easement recorded August 26, 1974 are no longer needed for public use; and

WHEREAS, the Council finds it is in the best interest of the City and the public to execute a quitclaim deed to relinquish the City's interest in the sanitary sewer easement and portions of the water easement recorded August 26, 1974.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City of Tualatin sanitary sewer easement and portions of the water easement (Recorded Document #11414, Washington County, Oregon) over Tuala Northwest, LLC property located on Tax Map 2S124B and Tax Lot 2100 and Dean MacBale property located on Tax Map 2S124A and Tax Lot 2502 are no longer needed for public use and it is in the best interest of the City and the public to execute a quitclaim deed to release the City's interest in the sanitary sewer easement and portions of the water easement to Tuala Northwest, LLC and Dean MacBale.

Section 2. The City Manager is authorized to execute a quitclaim deed of sanitary sewer easement and portions of the water easement (Recorded Document #11414, Washington County, Oregon) to release the City's interest in the sanitary sewer easement and portions of the water easement to Tuala Northwest, LLC and Dean MacBale.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 28th Day of July, 2014.

CITY OF TUALATIN, OREGON

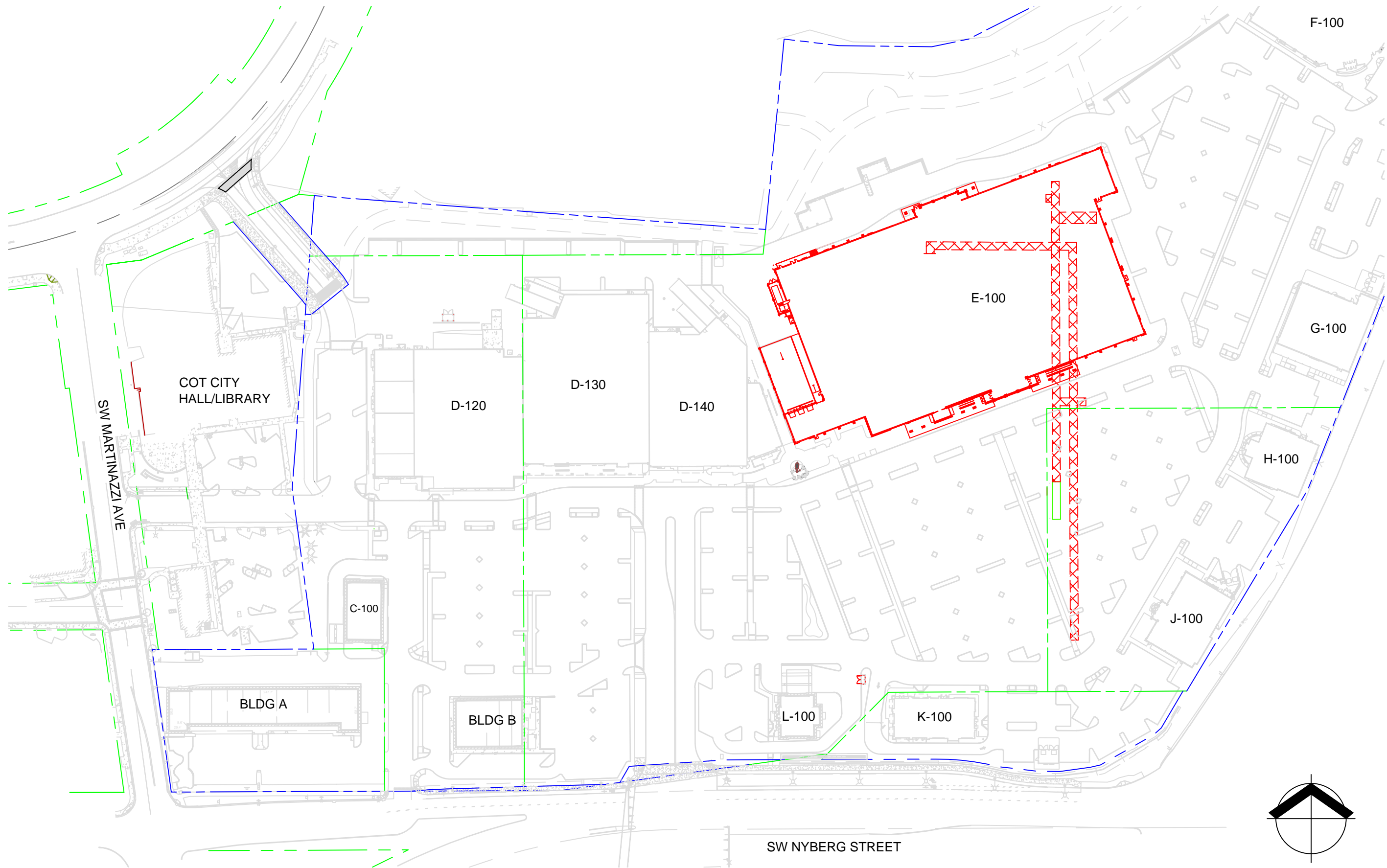
BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

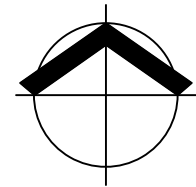
BY _____
City Recorder



LEGEND

XXXXXX QUITCLAIM PUBLIC UTILITY EASEMENT

—— PUBLIC UTILITY EASEMENT TO REMAIN



**PUBLIC UTILITY QUITCLAIM EASEMENTS
NYBERG RIVERS**

CENTRAL PROPERTIES, LLC.
TUALATIN, OREGON

PROJECT NO. 21198310
DATE: 07/09/2014
BY: RHH/SRB
SHEET NO. EX-1

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 3

A 10 foot strip of land, unless otherwise noted, lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

Main Waterline Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 141.43 feet to the **POINT OF BEGINNING** of the Main Waterline Easement Vacation; Thence North 00°13'45" West, 290.10 feet to the **TERMINUS** of said centerline.

Together with:

Service Line & Meter Vault Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 377.71 feet; Thence North 89°46'15" East, 5.00 feet to the **POINT OF BEGINNING** of the Service Line & Meter Vault Easement Vacation; Thence North 89°46'15" East, 47.58 feet; Thence North 00°13'45" West, 14.58 feet; Thence South 89°46'15" West, 47.58 feet; Thence South 00°13'45" East, 14.58 feet to the **POINT OF BEGINNING**.

Hydrant No. 1 Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 410.00 feet; Thence South 89°46'15" West, 5.00 feet to the **POINT OF BEGINNING** of the Hydrant No. 1 Easement Vacation; Thence South 89°46'15" West, 7.00 feet to the **TERMINUS** of said centerline.

Hydrant No. 2 Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 150.00 feet; Thence North 89°46'15" East, 5.00 feet to the **POINT OF BEGINNING** of the Hydrant No. 2 Easement Vacation; Thence North 89°46'15" East, 33.00 feet to the **TERMINUS** of said centerline.

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 2 OF 3

The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 3,995 square feet or 0.092 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.

POB OF THE HYDRANT NO. 1
EASEMENT VACATION

S89°46'15"W 7.00'

S89°46'15"W 5.00'

S0°13'45"E 14.58'

S89°46'15"W 47.58'

32.29'

N0°13'45"W 14.58'

N89°46'15"E 47.58'

POB OF THE SERVICE LINE & METER
VAULT EASEMENT VACATION

N89°46'15"E 5.00'

DOCUMENT NO. 2013-080368

N0°13'45"W 290.10'

227.71'

VACATED PORTION OF 10' PUBLIC
MAIN WATERLINE EASEMENT PER
BOOK 1005, PAGE 41

N89°46'15"E 5.00'

POB OF THE HYDRANT NO. 2
EASEMENT VACATION

N89°46'15"E 33.00'

8.57'

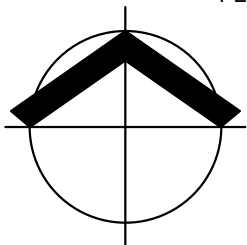
POB OF THE MAIN WATER
LINE EASEMENT VACATION

DOCUMENT NO. 2013-090079

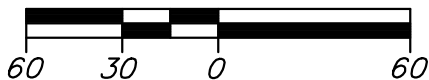
N0°13'45"W 141.43'

10' PUBLIC MAIN
WATERLINE EASEMENT
PER BOOK 1005, PAGE 41

POC IS THE TRUE POINT OF
BEGINNING OF THE MAIN WATERLINE
EASEMENT PER BOOK 1005, PAGE 41



SCALE: 1"=60'



LEGEND:



AREA OF PUBLIC WATERLINE
EASEMENT VACATION
3,995 SQUARE FEET OR
0.092 ACRES MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardno.com

**EXHIBIT "A-1"
PUBLIC WATERLINE
EASEMENT VACATION**

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 3 OF 3

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

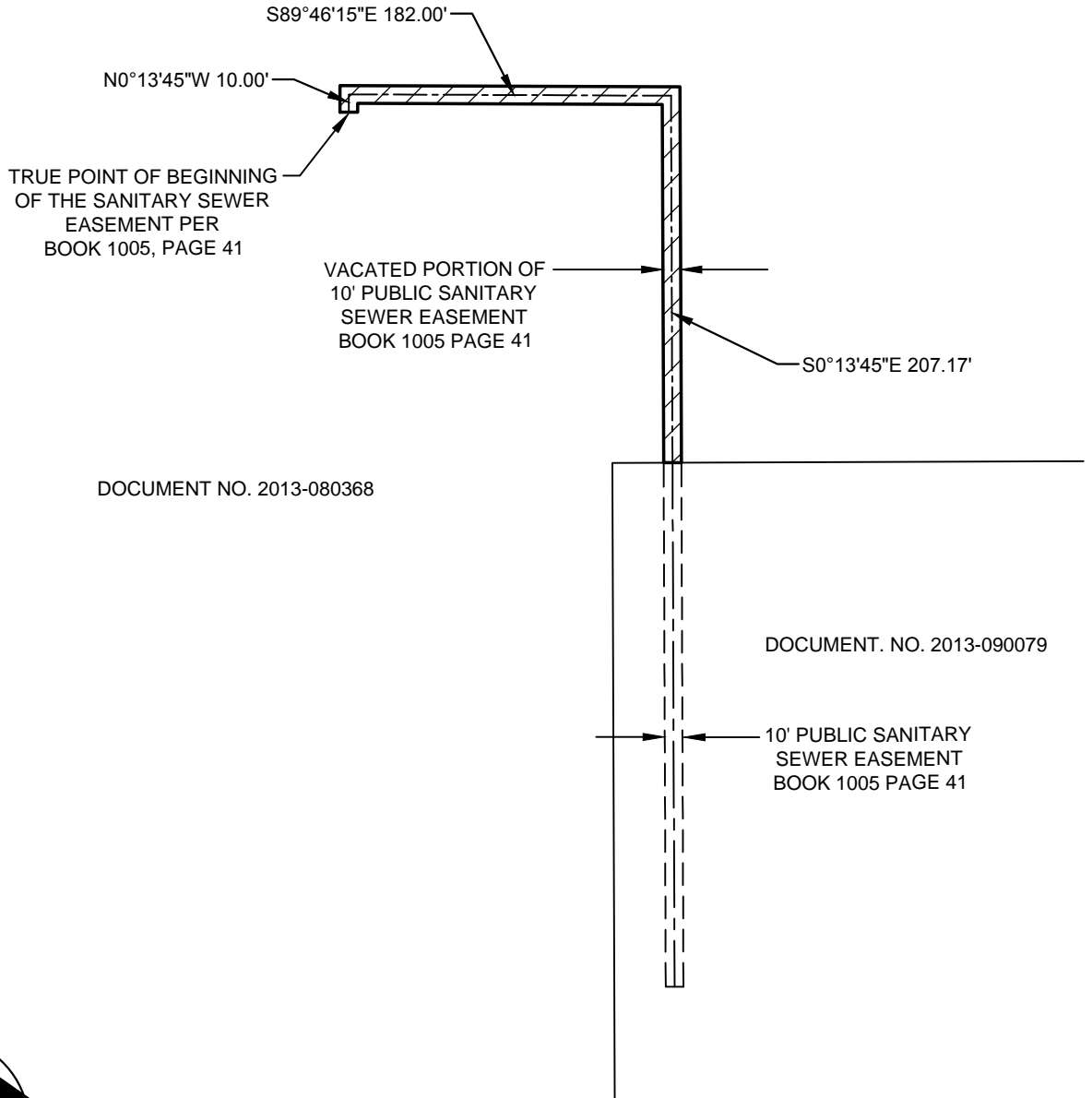
A 10 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368 , Washington County Deed Records, being a portion of the 10 foot wide Sanitary Sewer Easement described in Book 1005 Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the true point of beginning of the Sanitary Sewer Easement per said Book 1005, Page 41; Thence North 00°13'45" West, 10.00 feet; Thence South 89°46'15" East, 182.00 feet; Thence South 00°13'45" East, 207.17 feet to the **TERMINUS** of said centerline.

Contains 3,992 square feet or 0.092 acres, more or less.

The attached Exhibit "B-1" entitled "PUBLIC SANITARY SEWER EASEMENT VACATION" is made a part hereof.

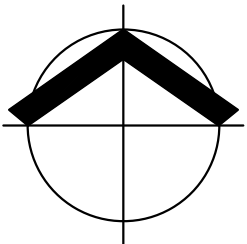
PARCEL 7
DOCUMENT
NO. 2012-062598



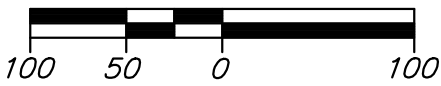
DOCUMENT NO. 2013-080368

DOCUMENT. NO. 2013-090079


10' PUBLIC SANITARY
SEWER EASEMENT
BOOK 1005 PAGE 41



SCALE: 1"=100'



LEGEND:

 AREA OF PUBLIC SANITARY
SEWER EASEMENT VACATION
3,992 SQUARE FEET OR
0.092 ACRES MORE OR LESS

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
 PORTLAND, OR 97221
 TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
 www.cardno.com

EXHIBIT "B-1"
PUBLIC SANITARY
SEWER EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
 CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
 DATE: 7/09/2014
 BY: SRB/TLB
 SCALE: 1"=200'
 PAGE NO. 2 OF 2

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land, lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

Main Waterline Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 48.05 feet to the **POINT OF BEGINNING** of the Main Waterline Easement Vacation; Thence North 00°13'45" West, 93.38 feet to the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 934 square feet or 0.021 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.

HYDRANT NO. 1
EASEMENT

SERVICE LINE & METER
VAULT EASEMENT

DOCUMENT NO. 2013-080368

10' PUBLIC MAIN
WATERLINE EASEMENT
PER BOOK 1005, PAGE 41

HYDRANT NO. 2
EASEMENT

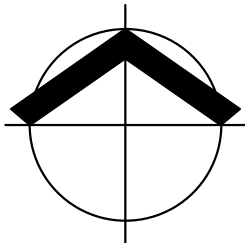
VACATED PORTION OF 10' PUBLIC
MAIN WATERLINE EASEMENT PER
BOOK 1005, PAGE 41

DOCUMENT. NO. 2013-090079

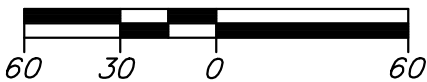
POB OF THE MAIN WATER
LINE EASEMENT VACATION

N0°13'45"W 93.38'


N0°13'45"W 48.05'
POC IS THE TRUE POINT OF
BEGINNING OF THE MAIN WATERLINE
EASEMENT PER BOOK 1005, PAGE 41



SCALE: 1"=60'



LEGEND:

-  AREA OF PUBLIC WATERLINE EASEMENT VACATION
934 SQUARE FEET OR
0.021 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardno.com

EXHIBIT "A-1" PUBLIC WATERLINE EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 2 OF 2

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the 10 foot wide Sanitary Sewer Easement described in Book 1005 Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

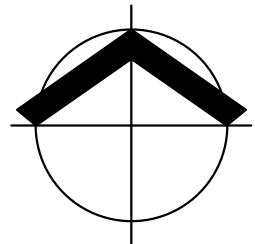
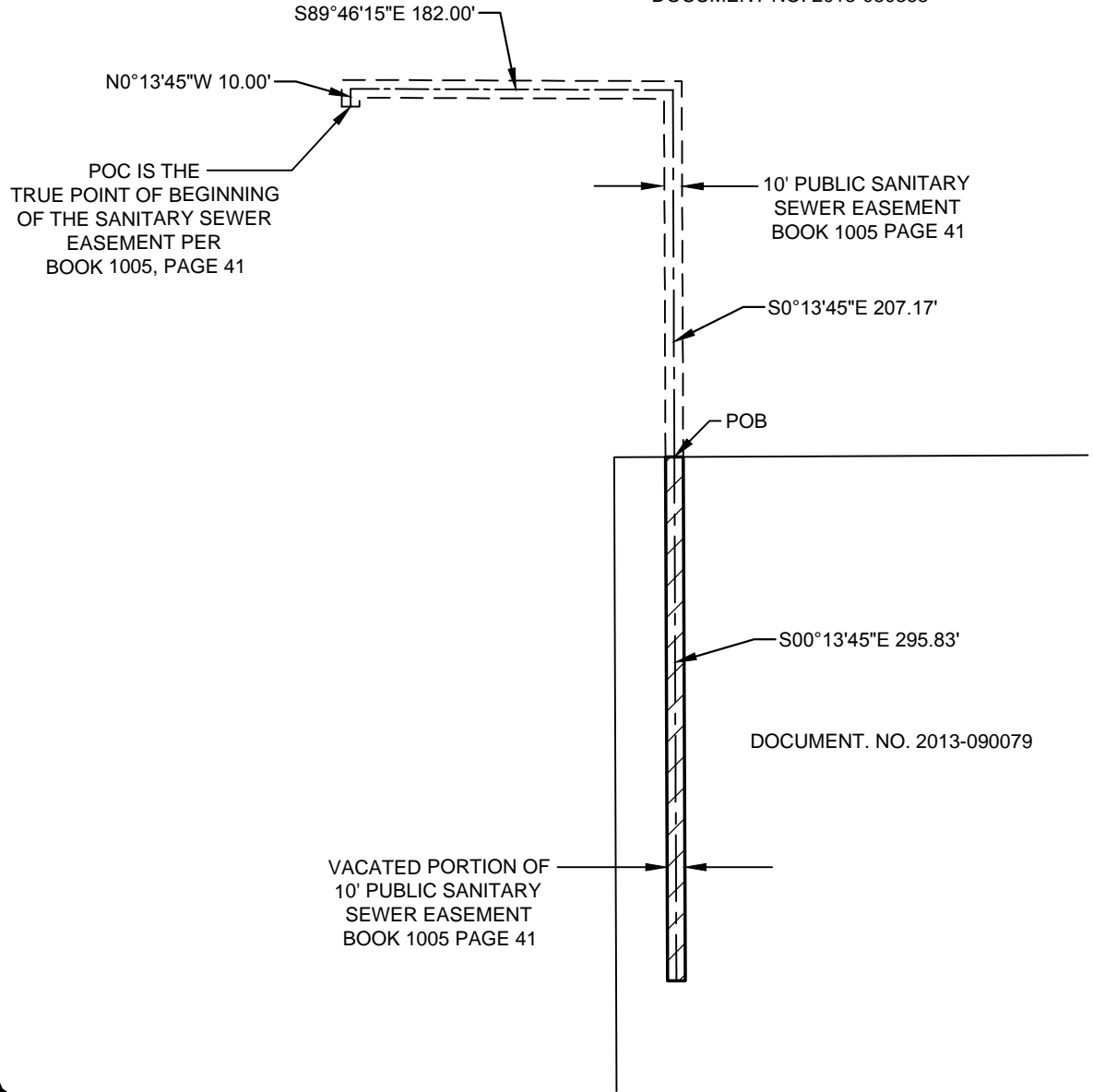
COMMENCING at the true point of beginning of the Sanitary Sewer Easement per said Book 1005, Page 41; Thence North 00°13'45" West, 10.00 feet; Thence South 89°46'15" East, 182.00 feet; Thence South 00°13'45" East, 207.17 feet to the **POINT OF BEGINNING** of the Public Sanitary Sewer Easement Vacation; Thence South 00°13'45" East, 295.83 feet to the **TERMINUS** of said centerline.

Contains 2,958 square feet or 0.068 acres, more or less.

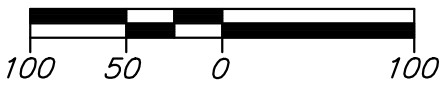
The attached Exhibit "B-1" entitled "PUBLIC SANITARY SEWER EASEMENT VACATION" is made a part hereof.


PARCEL 7
DOCUMENT
NO. 2012-062598

DOCUMENT NO. 2013-080368



SCALE: 1"=100'



LEGEND:
 AREA OF PUBLIC SANITARY SEWER EASEMENT VACATION 2,958 SQUARE FEET OR 0.068 ACRES MORE OR LESS
 POC=POINT OF COMMENCEMENT
 POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
 PORTLAND, OR 97221
 TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
 www.cardno.com

EXHIBIT "B-1"
PUBLIC SANITARY
SEWER EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
 CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
 DATE: 7/09/2014
 BY: SRB/TLB
 SCALE: 1"=200'
 PAGE NO. 2 OF 2

After recording return to:

Stack Ackerman
Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Until Further Notice, Send Tax Statements to:

Tuala Northwest, LLC
An Oregon Limited Liability Company
5638 Dogwood Drive
Lake Oswego, Oregon 97035-8018

QUITCLAIM DEED

The City of Tualatin, Oregon ("Grantor"), releases and quitclaims to Tuala Northwest LLC, an Oregon Limited Liability Company, ("Grantee"), all right, title and interest in and to the Water Main, Sanitary Sewer, and Storm Drain easements, situated in Washington County, Oregon, conveyed to Grantor by Recorded Document 11414, Washington County Oregon.

Grantor no longer has a need for those portions of the easements depicted on Exhibit "A" and "A-1" and Exhibit "B" and "B-1" which are made a part hereof.

Document #11414 describing the easements is attached as Exhibit "C" and incorporated herein by reference.

The true consideration for this conveyance is \$1.00 and other valuable consideration, the receipt of which is acknowledged by Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), 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 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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 ____ day of _____, 2014.

CITY OF TUALATIN, OREGON

By _____
City Manager

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me on _____, 2014, by Sherilyn Lombos, City Manager for the City of Tualatin, Oregon.

Notary Public - State of Oregon
My commission expires: _____

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 3

A 10 foot strip of land, unless otherwise noted, lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

Main Waterline Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 141.43 feet to the **POINT OF BEGINNING** of the Main Waterline Easement Vacation; Thence North 00°13'45" West, 290.10 feet to the **TERMINUS** of said centerline.

Together with:

Service Line & Meter Vault Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 377.71 feet; Thence North 89°46'15" East, 5.00 feet to the **POINT OF BEGINNING** of the Service Line & Meter Vault Easement Vacation; Thence North 89°46'15" East, 47.58 feet; Thence North 00°13'45" West, 14.58 feet; Thence South 89°46'15" West, 47.58 feet; Thence South 00°13'45" East, 14.58 feet to the **POINT OF BEGINNING**.

Hydrant No. 1 Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 410.00 feet; Thence South 89°46'15" West, 5.00 feet to the **POINT OF BEGINNING** of the Hydrant No. 1 Easement Vacation; Thence South 89°46'15" West, 7.00 feet to the **TERMINUS** of said centerline.

Hydrant No. 2 Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 150.00 feet; Thence North 89°46'15" East, 5.00 feet to the **POINT OF BEGINNING** of the Hydrant No. 2 Easement Vacation; Thence North 89°46'15" East, 33.00 feet to the **TERMINUS** of said centerline.

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 2 OF 3

The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 3,995 square feet or 0.092 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.

POB OF THE HYDRANT NO. 1
EASEMENT VACATION

S89°46'15"W 7.00'

S89°46'15"W 5.00'

S0°13'45"E 14.58'

S89°46'15"W 47.58'

32.29'

N0°13'45"W 14.58'

N89°46'15"E 47.58'

POB OF THE SERVICE LINE & METER
VAULT EASEMENT VACATION

N89°46'15"E 5.00'

DOCUMENT NO. 2013-080368

N0°13'45"W 290.10'

227.71'

VACATED PORTION OF 10' PUBLIC
MAIN WATERLINE EASEMENT PER
BOOK 1005, PAGE 41

N89°46'15"E 5.00'

POB OF THE HYDRANT NO. 2
EASEMENT VACATION

N89°46'15"E 33.00'

8.57'

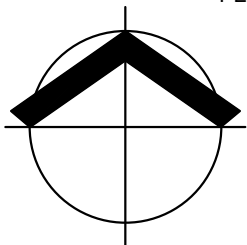
POB OF THE MAIN WATER
LINE EASEMENT VACATION

DOCUMENT NO. 2013-090079

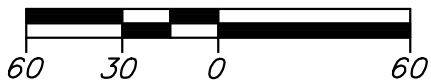
N0°13'45"W 141.43'

10' PUBLIC MAIN
WATERLINE EASEMENT
PER BOOK 1005, PAGE 41

POC IS THE TRUE POINT OF
BEGINNING OF THE MAIN WATERLINE
EASEMENT PER BOOK 1005, PAGE 41



SCALE: 1"=60'



LEGEND:



AREA OF PUBLIC WATERLINE
EASEMENT VACATION
3,995 SQUARE FEET OR
0.092 ACRES MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardno.com

EXHIBIT "A-1"
PUBLIC WATERLINE
EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 3 OF 3

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

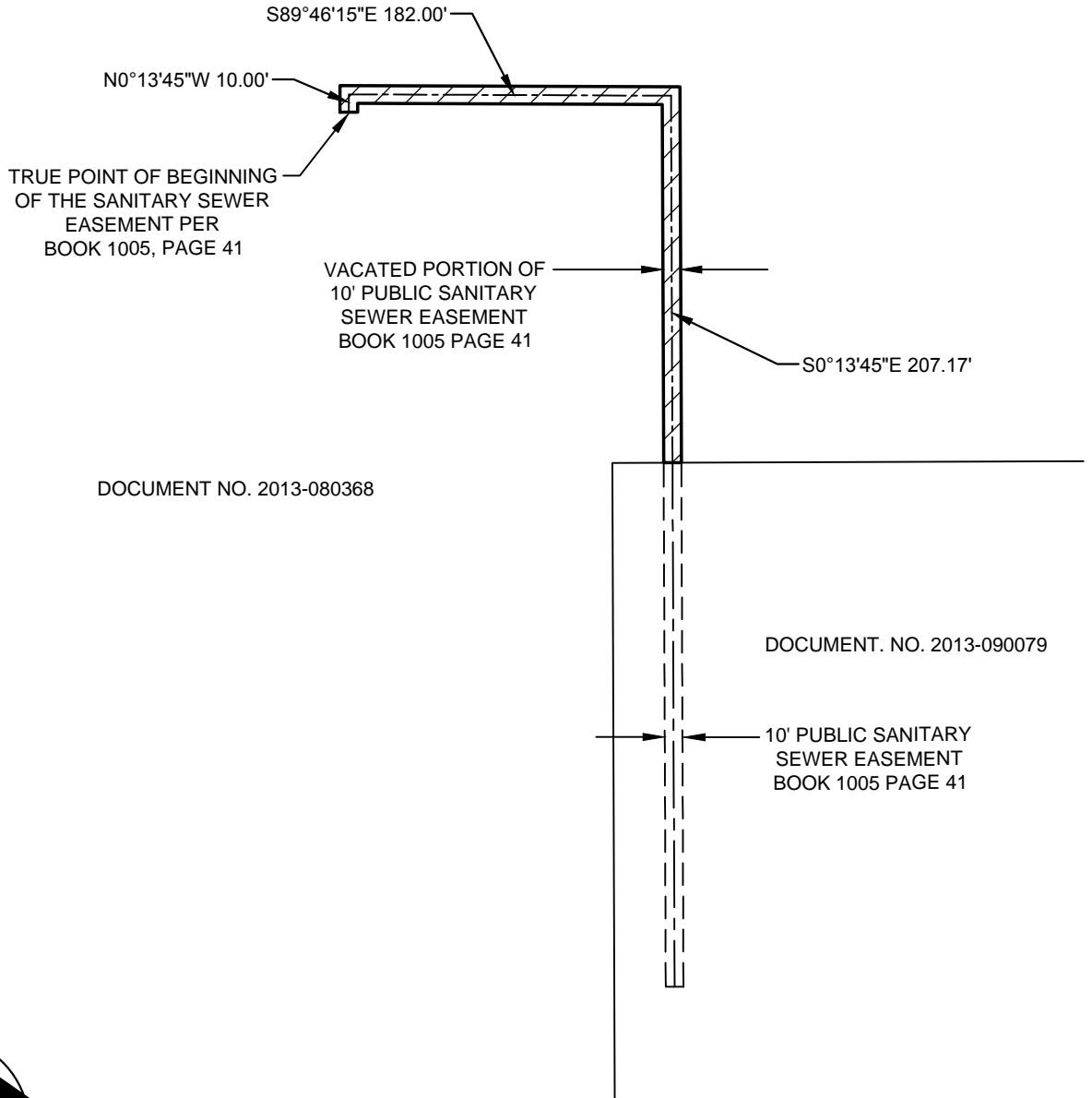
A 10 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368 , Washington County Deed Records, being a portion of the 10 foot wide Sanitary Sewer Easement described in Book 1005 Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the true point of beginning of the Sanitary Sewer Easement per said Book 1005, Page 41; Thence North 00°13'45" West, 10.00 feet; Thence South 89°46'15" East, 182.00 feet; Thence South 00°13'45" East, 207.17 feet to the **TERMINUS** of said centerline.

Contains 3,992 square feet or 0.092 acres, more or less.

The attached Exhibit "B-1" entitled "PUBLIC SANITARY SEWER EASEMENT VACATION" is made a part hereof.

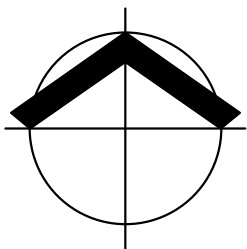
PARCEL 7
DOCUMENT
NO. 2012-062598



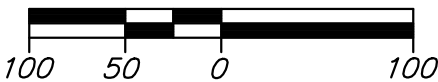
DOCUMENT NO. 2013-080368

DOCUMENT. NO. 2013-090079


10' PUBLIC SANITARY
SEWER EASEMENT
BOOK 1005 PAGE 41



SCALE: 1"=100'



LEGEND:

 AREA OF PUBLIC SANITARY
SEWER EASEMENT VACATION
3,992 SQUARE FEET OR
0.092 ACRES MORE OR LESS

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardno.com

**EXHIBIT "B-1"
PUBLIC SANITARY
SEWER EASEMENT VACATION**

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=200'
PAGE NO. 2 OF 2

11414

RESOLUTION NO. 74-18

RESOLUTION ACCEPTING WATER LINE
AND SANITARY SEWER EASEMENTS UPON
PROPERTY OF CLAYTON NYBERG,
KATHRYN NYBERG, WAYNE HOWARD AND
ZIRA HOWARD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN:

Section 1: That the Water Line and Sanitary Sewer Easements,
attached hereto as Exhibits A and B, respectively, by Clayton Nyberg,
Kathryn Nyberg, Wayne Howard and Zira Howard, be and the same are hereby
accepted by the City of Tualatin.

Section 2: That the City Recorder be, and she hereby is
instructed to cause said easements to be recorded on the books and records
of the Washington County Recorder.

PRESENTED AND PASSED THIS 26th day of August, 1974.

CITY OF TUALATIN, OREGON

By *Annabeth Brock*
Mayor

ATTEST:

By *Yvonne L. Addington*
Recorder

BOOK 1005 PAGE 41

11474

WATER LINE EASEMENT

EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal water service line and appurtenances on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said water line except as necessary for the exercise of the easement rights herein granted.

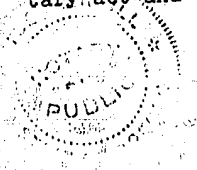
(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors.

(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 5th day of March, 1974.

Clayton Nyberg *Wayne Howard*
Kathryn Nyberg *Zira Howard*

STATE OF OREGON) ss. On this 5th day of March, 1974, personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: *Davis Merrill*
Notary Public for Oregon
My Commission expires: 8-27-74

BOOK 1005 PAGE 42

Z

ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

DONALD J. ZAROSINSKI, P. E.

PHONE (503) 236-9795
3737 S. E. 19TH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining underground water lines located in the Northwest one-quarter (N. W. $\frac{1}{4}$) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, County of Washington, State of Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and designated Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South $89^{\circ}01'15''$ West a distance of 2409.30 feet; and South $89^{\circ}46'15''$ West a distance of 320.97 feet; and North $01^{\circ}41'33''$ West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North $89^{\circ}46'15''$ East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 110.02 feet; thence North $00^{\circ}13'45''$ West a distance of 220.00 feet to the true point of beginning of the easement for the main water line.

Thence continuing North $00^{\circ}13'45''$ West a distance of 431.53 feet to a point terminating said easement.

Service Line & Meter Vault Easement

Beginning at the true point of beginning of the main water line easement; thence North $00^{\circ}13'45''$ West a distance of 377.71 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning.

Thence continuing North $89^{\circ}46'15''$ East a distance of 47.58 feet; thence North $00^{\circ}13'45''$ West a distance of 14.58 feet; thence South $89^{\circ}46'15''$ West a distance of 47.58 feet; thence South $00^{\circ}13'45''$ East a distance of 14.58 feet to the true point of beginning.

BOOK 1005 PAGE 43



EXHIBIT "A"

Z

ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

PHONE (503) 235-8788
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

DONALD J. ZAROSINSKI, P. E.

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 2

Hydrant No. 1 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 410.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.

Hydrant No. 2 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 150.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 33.00 feet to a point terminating said easement.

Hydrant No. 3 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 5.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 28.00 feet; thence South $00^{\circ}13'45''$ East a distance of 8.00 feet to a point terminating said easement.



BOOK 1005 PAGE 44



ZAROSINSKI-TATONE ENGINEERS, INC.

DONALD J. ZAROSINSKI, P. E.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS
PHONE (503) 235-8795
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

January 17, 1974

11414

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 3

Supply Line Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 34.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.

800



BOOK 1005 PAGE 45

SANITARY SEWER EASEMENT

EXHIBIT "B"

11414

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal sanitary sewer line, on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said sewer line except as necessary for the exercise of the easement rights herein granted.

(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors.

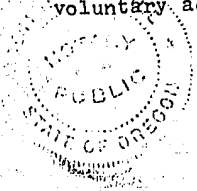
(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 5th day of March, 1974.

Clayton Nyberg Wayne Howard
Kathryn Nyberg Zira Howard

STATE OF OREGON }
County of Washington } ss. On this 5th day of March, 1974
personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Dorcas Merrill
Notary Public for Oregon
My Commission expires: 8-27-74



BOOK 1005 PAGE 46

7

ZAROSINSKI-TATONE ENGINEERS, INC.

DONALD J. ZAROSINSKI, P. E.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

RONALD G. TATONE, P. E.

PHONE (503) 238-8785
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

January 16, 1974

11414

PAUL SCHATZ FURNITURE STORE

SANITARY SEWER EASEMENT

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining a sanitary sewer, located in the Northwest one-quarter (N. W. $\frac{1}{4}$) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and designated as Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South $89^{\circ}01'15''$ West a distance of 2409.30 feet and South $89^{\circ}46'15''$ West a distance of 320.97 feet and North $01^{\circ}41'33''$ West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North $89^{\circ}46'15''$ East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 98.02 feet; thence North $00^{\circ}13'45''$ West a distance of 560.00 feet; thence South $89^{\circ}46'15''$ West a distance of 148.00 feet to the true point of beginning.

Thence North $00^{\circ}13'45''$ West a distance of 10.00 feet; thence South $89^{\circ}46'15''$ East a distance of 182.00 feet; thence South $00^{\circ}13'45''$ East a distance of 503.00 feet to a point terminating said centerline.

1402

INDEXED

STATE OF OREGON
County of Washington

deeb
I, Roger Thomassen, Director of Records and Elections and Ex-Officio Recorder of said county, do hereby certify that the within instrument of writing was received and recorded in book of records No. _____ of said County.

Witness my hand and seal official.
ROGER THOMASSEN, Director of Records & Elections

DEC 19 2 03 PM '74 Deputy



EXHIBIT "A"

BOOK 1005 PAGE 47

After recording return to:

Stack Ackerman
Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

Until Further Notice, Send Tax Statements to:

Dean MacBale
10860 SW Beaverton -Hillsdale Highway
Beaverton, Oregon 97005

QUITCLAIM DEED

The City of Tualatin, Oregon ("Grantor"), releases and quitclaims to Tuala Northwest LLC, an Oregon Limited Liability Company, ("Grantee"), all right, title and interest in and to the Water Main, Sanitary Sewer, and Storm Drain easements, situated in Washington County, Oregon, conveyed to Grantor by Recorded Document 11414, Washington County Oregon.

Grantor no longer has a need for those portions of the easements depicted on Exhibit "A" and "A-1" and Exhibit "B" and "B-1" which are made a part hereof.

Document #11414 describing the easements is attached as Exhibit "C" and incorporated herein by reference.

The true consideration for this conveyance is \$1.00 and other valuable consideration, the receipt of which is acknowledged by Grantor.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS 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 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), 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 (Definitions for ORS 30.930 to 30.947), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) 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 ____ day of _____, 2014.

CITY OF TUALATIN, OREGON

By _____
City Manager

STATE OF OREGON)
)
County of Washington)

This instrument was acknowledged before me on _____, 2014, by Sherilyn Lombos, City Manager for the City of Tualatin, Oregon.

Notary Public - State of Oregon
My commission expires: _____

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land, lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the Public Waterline Easement described in Book 1005, Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

Main Waterline Easement Vacation

COMMENCING at the true point of beginning of the Main Waterline Easement per said Book 1005, Page 41; Thence along the centerline described in said Book 1005, Page 41, North 00°13'45" West, 48.05 feet to the **POINT OF BEGINNING** of the Main Waterline Easement Vacation; Thence North 00°13'45" West, 93.38 feet to the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at a point perpendicular to the centerline.

Contains 934 square feet or 0.021 acres, more or less.

The attached Exhibit "A-1" entitled "PUBLIC WATERLINE EASEMENT VACATION" is made a part hereof.

HYDRANT NO. 1
EASEMENT

SERVICE LINE & METER
VAULT EASEMENT

DOCUMENT NO. 2013-080368

10' PUBLIC MAIN
WATERLINE EASEMENT
PER BOOK 1005, PAGE 41

HYDRANT NO. 2
EASEMENT

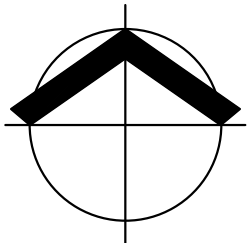
VACATED PORTION OF 10' PUBLIC
MAIN WATERLINE EASEMENT PER
BOOK 1005, PAGE 41

DOCUMENT. NO. 2013-090079

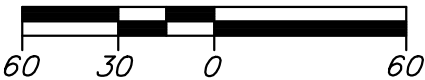
POB OF THE MAIN WATER
LINE EASEMENT VACATION

N0°13'45"W 93.38'


N0°13'45"W 48.05'
POC IS THE TRUE POINT OF
BEGINNING OF THE MAIN WATERLINE
EASEMENT PER BOOK 1005, PAGE 41



SCALE: 1"=60'



LEGEND:

-  AREA OF PUBLIC WATERLINE EASEMENT VACATION
934 SQUARE FEET OR
0.021 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardno.com

EXHIBIT "A-1" PUBLIC WATERLINE EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 7/09/2014
BY: SRB/TLB
SCALE: 1"=60'
PAGE NO. 2 OF 2

Exhibit "B"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement Vacation

July 9, 2014

Page 1 OF 2

A 10 foot strip of land lying within that tract of land conveyed to D.R.M. 7445 Nyberg Road, LLC, an Oregon Limited Liability Company per Document No. 2013-090079, Washington County Deed Records, being a portion of the 10 foot wide Sanitary Sewer Easement described in Book 1005 Page 41, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

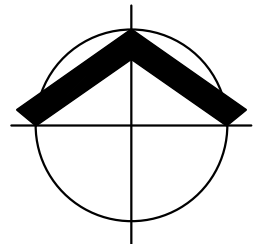
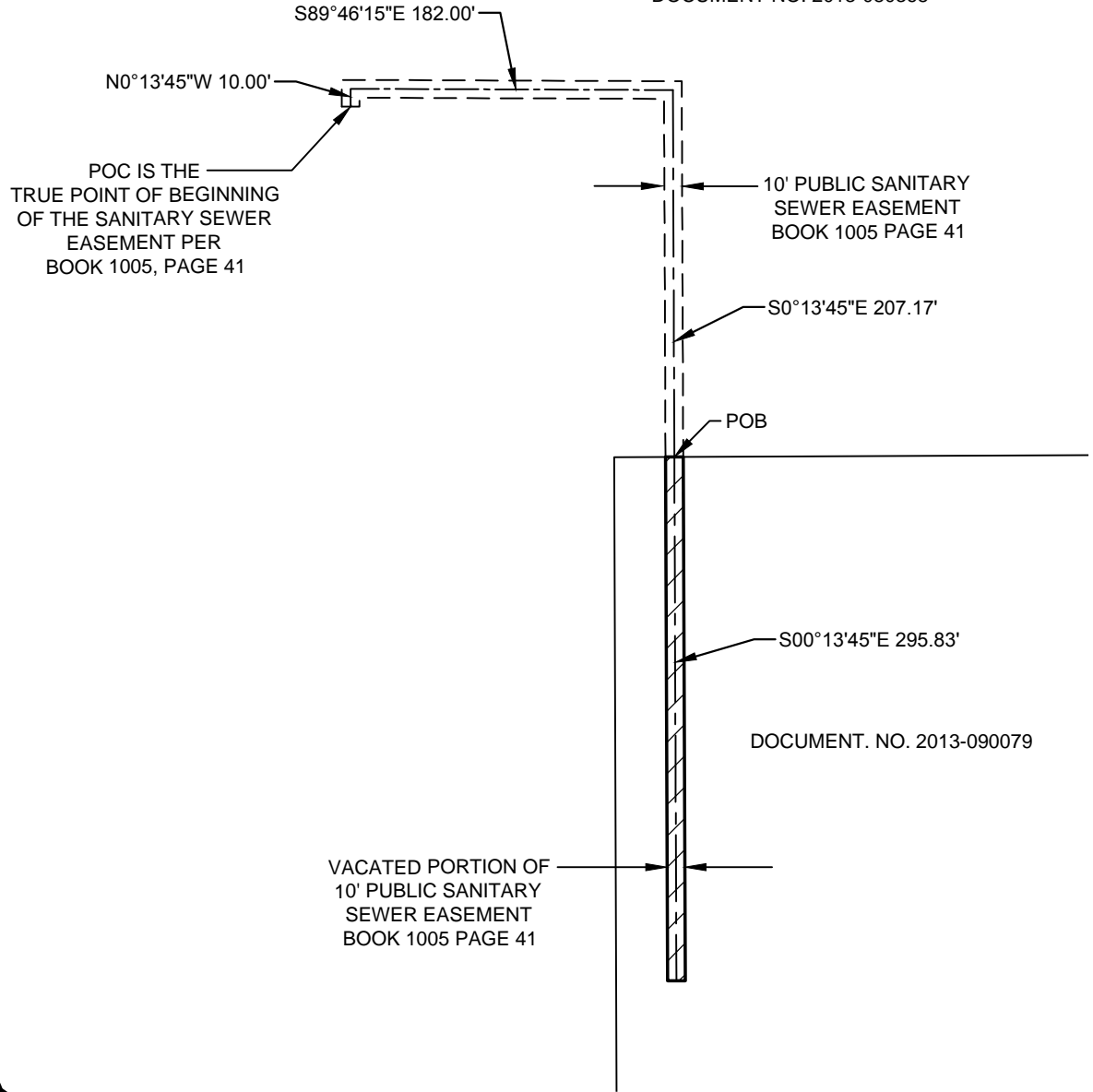
COMMENCING at the true point of beginning of the Sanitary Sewer Easement per said Book 1005, Page 41; Thence North 00°13'45" West, 10.00 feet; Thence South 89°46'15" East, 182.00 feet; Thence South 00°13'45" East, 207.17 feet to the **POINT OF BEGINNING** of the Public Sanitary Sewer Easement Vacation; Thence South 00°13'45" East, 295.83 feet to the **TERMINUS** of said centerline.

Contains 2,958 square feet or 0.068 acres, more or less.

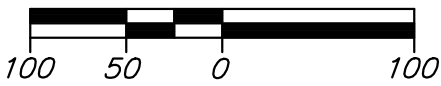
The attached Exhibit "B-1" entitled "PUBLIC SANITARY SEWER EASEMENT VACATION" is made a part hereof.


PARCEL 7
DOCUMENT
NO. 2012-062598

DOCUMENT NO. 2013-080368



SCALE: 1"=100'



LEGEND:
 AREA OF PUBLIC SANITARY SEWER EASEMENT VACATION 2,958 SQUARE FEET OR 0.068 ACRES MORE OR LESS
 POC=POINT OF COMMENCEMENT
 POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
 PORTLAND, OR 97221
 TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
 www.cardno.com

EXHIBIT "B-1"
PUBLIC SANITARY
SEWER EASEMENT VACATION

S24, T2S, R1W, WILLAMETTE MERIDIAN
 CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
 DATE: 7/09/2014
 BY: SRB/TLB
 SCALE: 1"=200'
 PAGE NO. 2 OF 2

11414

RESOLUTION NO. 74-18

RESOLUTION ACCEPTING WATER LINE
AND SANITARY SEWER EASEMENTS UPON
PROPERTY OF CLAYTON NYBERG,
KATHRYN NYBERG, WAYNE HOWARD AND
ZIRA HOWARD.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN:

Section 1: That the Water Line and Sanitary Sewer Easements,
attached hereto as Exhibits A and B, respectively, by Clayton Nyberg,
Kathryn Nyberg, Wayne Howard and Zira Howard, be and the same are hereby
accepted by the City of Tualatin.

Section 2: That the City Recorder be, and she hereby is
instructed to cause said easements to be recorded on the books and records
of the Washington County Recorder.

PRESENTED AND PASSED THIS 26th day of August, 1974.

CITY OF TUALATIN, OREGON

By *Annabeth Brock*
Mayor

ATTEST:

By *Yvonne L. Addington*
Recorder

BOOK 1005 PAGE 41

11474

WATER LINE EASEMENT

EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal water service line and appurtenances on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said water line except as necessary for the exercise of the easement rights herein granted.

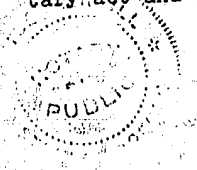
(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors.

(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 5th day of March, 1974.

Clayton Nyberg *Wayne Howard*
Kathryn Nyberg *Zira Howard*

STATE OF OREGON) ss. On this 5th day of March, 1974, personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: *Davis Merrill*
Notary Public for Oregon
My Commission expires: 8-27-74

BOOK 1005 PAGE 42

Z

ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

DONALD J. ZAROSINSKI, P. E.

PHONE (503) 236-9795
3737 S. E. 19TH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining underground water lines; located in the Northwest one-quarter (N. W. $\frac{1}{4}$) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, County of Washington, State of Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and designated Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South $89^{\circ}01'15''$ West a distance of 2409.30 feet; and South $89^{\circ}46'15''$ West a distance of 320.97 feet; and North $01^{\circ}41'33''$ West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North $89^{\circ}46'15''$ East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 110.02 feet; thence North $00^{\circ}13'45''$ West a distance of 220.00 feet to the true point of beginning of the easement for the main water line.

Thence continuing North $00^{\circ}13'45''$ West a distance of 431.53 feet to a point terminating said easement.

Service Line & Meter Vault Easement

Beginning at the true point of beginning of the main water line easement; thence North $00^{\circ}13'45''$ West a distance of 377.71 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning.

Thence continuing North $89^{\circ}46'15''$ East a distance of 47.58 feet; thence North $00^{\circ}13'45''$ West a distance of 14.58 feet; thence South $89^{\circ}46'15''$ West a distance of 47.58 feet; thence South $00^{\circ}13'45''$ East a distance of 14.58 feet to the true point of beginning.

BOOK 1005 PAGE 43



EXHIBIT "A"

Z

ZAROSINSKI-TATONE ENGINEERS, INC.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

PHONE (503) 235-8788
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

DONALD J. ZAROSINSKI, P. E.

11414

January 17, 1974

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 2

Hydrant No. 1 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 410.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.

Hydrant No. 2 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 150.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 33.00 feet to a point terminating said easement.

Hydrant No. 3 Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 5.00 feet; thence North $89^{\circ}46'15''$ East a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing North $89^{\circ}46'15''$ East a distance of 28.00 feet; thence South $00^{\circ}13'45''$ East a distance of 8.00 feet to a point terminating said easement.



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ZAROSINSKI-TATONE ENGINEERS, INC.

DONALD J. ZAROSINSKI, P. E.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS
PHONE (503) 235-8795
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

RONALD G. TATONE, P. E.

January 17, 1974

11414

WATER LINE EASEMENTS
PAUL SCHATZ FURNITURE STORE
Page 3

Supply Line Easement

An easement 10.00 feet in width, 5.00 feet on either side of the following described centerline.

Beginning at the true point of beginning of the main water line easement, thence North $00^{\circ}13'45''$ West a distance of 34.00 feet; thence South $89^{\circ}46'15''$ West a distance of 5.00 feet to the true point of beginning of said centerline.

Thence continuing South $89^{\circ}46'15''$ West a distance of 7.00 feet to a point terminating said easement.

800



BOOK 1005 PAGE 45

SANITARY SEWER EASEMENT

EXHIBIT "B"

11414

KNOW ALL MEN BY THESE PRESENTS: That we, CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD, hereinafter termed Grantors, in consideration of the sum of \$1.00 and the benefits to be derived herefrom, do hereby grant, bargain, sell and convey unto the CITY OF TUALATIN, a municipality of the State of Oregon, a non-exclusive perpetual right-of-way and easement for the installation, maintenance, repair, upkeep, replacement, construction or reconstruction of a municipal sanitary sewer line, on, over, across and within Grantors' lands as described on the attached EXHIBIT "A" by this reference made a part hereof.

This easement is subject to the following special conditions:

(a) The City of Tualatin shall not hereby acquire any right or title to the surface ground along the route of said sewer line except as necessary for the exercise of the easement rights herein granted.

(b) Upon completion of the work, the easement area shall be left in a neat and workmanlike condition, free of all loose materials including brush, trees and debris which shall be disposed of off the premises by the City or its contractors.

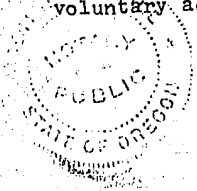
(c) Upon completion of construction within the easement area as well as in connection with any reconstruction, replacement or repair, the City shall cause to have the excavation refilled and compacted and in all cases where pavement, curbing or other improvements are cut or disrupted, the City shall cause to have the same repaired or replaced to a condition equal to that pre-existing the installation of said line.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 5th day of March, 1974.

Clayton Nyberg Wayne Howard
Kathryn Nyberg Zira Howard

STATE OF OREGON }
County of Washington } ss. On this 5th day of March, 1974
personally appeared CLAYTON NYBERG, KATHRYN NYBERG, WAYNE HOWARD and ZIRA HOWARD and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Dorcas Merrill
Notary Public for Oregon
My Commission expires: 8-27-74



BOOK 1005 PAGE 46

7

ZAROSINSKI-TATONE ENGINEERS, INC.

DONALD J. ZAROSINSKI, P. E.

STRUCTURAL-CIVIL-WATER AND SEWERAGE SYSTEMS

RONALD G. TATONE, P. E.

PHONE (503) 238-8785
3737 S. E. EIGHTH AVENUE
PORTLAND, OREGON 97202

January 16, 1974

11414

PAUL SCHATZ FURNITURE STORE

SANITARY SEWER EASEMENT

A description of a parcel of land reserved as an easement for the purpose of installing and maintaining a sanitary sewer, located in the Northwest one-quarter (N. W. $\frac{1}{4}$) of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon. Said easement being ten (10) feet in width, five (5) feet on either side of the following described centerline.

Beginning at the Northwest corner of that tract of land deeded to the Oregon State Highway Department and designated as Parcel III (3) and recorded in Book 332, Page 28, Deed Records, Washington County, Oregon. Said point being also the Northeast corner of a tract of land deeded to the Oregon State Highway Department and recorded in Book 328, Page 274, Deed Records, Washington County, Oregon. Said point of beginning being North a distance of 20.00 feet and South $89^{\circ}01'15''$ West a distance of 2409.30 feet and South $89^{\circ}46'15''$ West a distance of 320.97 feet and North $01^{\circ}41'33''$ West a distance of 174.06 feet from the East one-quarter corner of the above described Section 24; thence North $89^{\circ}46'15''$ East along the Northerly boundary line of said Oregon State Highway Department Parcel III tract a distance of 98.02 feet; thence North $00^{\circ}13'45''$ West a distance of 560.00 feet; thence South $89^{\circ}46'15''$ West a distance of 148.00 feet to the true point of beginning.

Thence North $00^{\circ}13'45''$ West a distance of 10.00 feet; thence South $89^{\circ}46'15''$ East a distance of 182.00 feet; thence South $00^{\circ}13'45''$ East a distance of 503.00 feet to a point terminating said centerline.

1402

INDEXED

STATE OF OREGON
County of Washington

deeb
I, Roger Thomassen, Director of Records and Elections and Ex-Officio Recorder of the County of Washington, do hereby certify that the within instrument of writing was received and recorded in book of records No. _____ of said County.

Witness my hand and seal official.
ROGER THOMASSEN, Director of Records & Elections

DEC 19 2 03 PM '74 Deputy



EXHIBIT "A"

BOOK 1005 PAGE 47

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
05/06/2014 01:55:23 PM
2014-026509

D-E Cnt=1 Stn=10 A DUYCK
\$85.00 \$5.00 \$11.00 \$20.00 - Total = \$121.00



01937003201400265090170171
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



CITY OF TUALATIN, OREGON

SANITARY SEWER EASEMENT

Tuala Northwest LLC, an Oregon limited liability company ("Grantor"), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin ("Grantee"), its successors and assigns, an exclusive permanent public utility easement for SANITARY SEWER purposes subject to the rights reserved by Grantor as set forth in Section 7 hereof, over, under, upon, across, and along the full width and length of the premises ("Easement Area") legally described as follows:

See Exhibit A (Legal Description of Public Utility Easement Area) attached and as shown on Exhibit B (Map) attached

TOGETHER WITH a non-exclusive permanent access easement solely for the purpose of ingress and egress at any and all times over the Grantor's property encumbered by the Easement Area described in Exhibit C (Legal Description of the Access Easement) for the placement, maintenance, and removal by Grantee of public utilities provided for, and to effectuate Grantee's rights granted, by this Public Utility Easement.

TO HAVE AND TO HOLD the above-described permanent easements unto Grantee in accordance with the terms, conditions, and covenants as follows:

1. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably

claiming by, through, or under Grantor, subject to the terms of this easement and the title exceptions set forth on Exhibit D attached hereto.

2. This easement is granted for the purpose of Grantee constructing and utilizing underground utilities within the Easement Area, and to that end Grantee is hereby granted the right to excavate for, and to construct, place, operate, maintain, repair, replace, install, relocate within the Easement Area, inspect, and remove underground utilities with all appurtenances incident thereto or necessary therewith, including manholes, within, in, under, and through the Easement Area, and to cut and remove from said Easement Area any trees and other obstructions which will likely endanger the safety or unreasonably interfere with the use of said underground utilities or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said Easement Area at any and all times for doing anything reasonably necessary or useful for the enjoyment of the easement herein granted.
3. In exercising its rights hereunder, Grantee will use reasonable efforts to: (a) notify Grantor and its Lessee(s) that Grantee intends to perform work in the Easement Area; and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) traffic circulation; (iii) customer parking; or (iv) the receiving of merchandise by any business on property owned by Grantor.
4. Grantee understands that the Easement Area is located in a commercial and retail sales area, and that as such Grantee will not perform work in the Easement Area during the period of November 1 through January 31 of any year if the work can be performed at other times. If the work must be performed during the period of November 1 through January 31 of any year, Grantee will work with Grantor and Grantor's Lessee(s) to perform the work in a manner that provides the least amount of disruption, which may include, but is not limited to, performing work during the weekday and during night time hours. Notwithstanding the foregoing, Grantee may perform work in the Easement Area at any time, including during the period of November 1 through January 31 of any year, and without prior notice in cases of emergency or to prevent an imminent risk to the public health or safety.

5. Grantee will conduct the installation, maintenance, repair, and operation of the underground utilities and related appurtenant facilities within the Easement Area at its sole cost and expense, and, upon every occasion that such underground utilities are repaired, replaced, renewed, added to, or removed, will, at Grantee's sole cost and expense, promptly restore the Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, or pavement. Notwithstanding the foregoing, Grantor will be responsible, at Grantor's sole cost and expense, for replacing the trees within the Easement Area with trees of approximately the same size if Grantee's installation or work requires the removal of the trees.
6. Except as provided below, no buildings or structures will be constructed within the Easement Area without a specific written agreement between Grantee and Grantor. Any such specific agreement will set forth the conditions under which such building or structure may be placed, including a stipulation that all risks of damage to the underground utilities will be assumed by Grantor.
7. Notwithstanding anything to the contrary contained or implied in this easement, Grantor hereby reserves the following rights with respect to the Easement Area: without a specific written agreement between Grantee and Grantor, (a) Grantor may construct and utilize the Easement Area for driveway and/or parking purposes, including the construction of facilities connected therewith, (b) Grantor may use the surface of the land for walkways, landscaping, and other uses undertaken by Grantor, including without limitation, the ingress or egress of persons and vehicles, the flow of traffic, both pedestrian and vehicular, and the normal conduct of business and the day-to-day operations on property owned by Grantor, as well as the construction, maintenance, operation, replacement, repair, and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs, and landscaping, that are not inconsistent and do not unreasonably interfere with the use of the Easement Area by Grantee and (c) Grantor may cross the Easement Area with other underground lines at the locations shown therefor on Exhibit B, provided they do not unreasonably interfere with the use of the Easement Area by Grantee. Grantor hereby assumes any and all liability for damage to the underground utilities caused, in whole or in part, by Grantor constructing, maintaining, operating, or utilizing the Easement Area for driveway and/or parking purposes and/or other permitted purposes, including but not limited to any damage to such utilities caused or aggravated by the presence of such activities over or within the Easement Area.

8. Grantor will indemnify and hold harmless Grantee from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any excavation or construction activities performed on or within the Easement Area by Grantor or Grantor's agents, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of Grantee, its agents and employees.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor from and against any and all claims for injury to persons or property arising from or in connection with the exercise of the rights granted herein to Grantee, its agents, or employees.
10. This instrument, and the covenants and agreements contained in this instrument, will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.
11. Grantee acknowledges that Grantor may desire to relocate the Easement Area to another location (the "Replacement Easement Area"). Upon a reasonable period of time after receiving written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee will commence a process to grant approval to relocate the Easement Area to the Replacement Easement Area and vacate the Easement Area upon relocation, provided Grantor does all of the following: (a) Grantor provides Grantee with a suitable Replacement Easement Area as determined in the reasonable discretion of Grantee; (b) Grantor pays all expenses and costs associated with relocating the Easement Area to the Replacement Easement Area, (c) Grantor pays for all expenses and costs associated with relocating all public underground utilities from the Easement Area to the Replacement Easement Area, including but not limited to restoring all private utility connections to the public underground utilities; and (d) Grantor executes an easement document to substitute the Replacement Easement Area for the Easement Area. Upon approval by Grantee and completion of Grantor's duties in relocating the easement, as set forth in (a)

through (d), the Easement Area will be relocated to the Replacement Easement Area and Grantee will vacate the Easement Area.

IN WITNESS WHEREOF, Grantor has executed this easement this 1 day of MAY, 2014.

Tuala Northwest, LLC,
an Oregon limited liability company

BY: [Signature]
Arne C. Nyberg, Manager
GRANTOR

STATE OF OREGON)
County of Multnomah)

This instrument was acknowledged before me on May 1, 2014, by Arne C. Nyberg, Manager of Tuala Northwest, LLC.



[Signature]
Notary Public - State of Oregon
My commission expires: 12/23/2014

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 5th day of May 2014.

[Signature]
City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Exhibit A

LEGAL DESCRIPTION

Nyberg II 21198310

Public Sanitary Sewer Easement

December 18, 2013

Page 1 OF 2

A 15 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

Northerly Easement

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 12.44 feet; Thence leaving said easterly line North 89° 53' 50" East, 84.64 feet; Thence North 00°24'10" West, 218.31 feet; Thence North 33°37'25" East, 81.80 feet; Thence North 89°54'03" East, 163.93 feet to the easterly line of that tract of land described as Parcel V, in Document No. 2012-062598, Washington County Deed Records and the **POINT OF BEGINNING**; Thence North 89°54'03" East, 254.99 feet to the **TERMINUS** of said centerline.

Southerly Easement

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 12.44 feet; Thence North 89° 53' 50" East, 84.64 feet; Thence South 00°00'48" East, 63.40 feet; Thence North 89°58'38" East, 209.08 feet to the easterly line of that tract of land described as Parcel V, in Document No. 2012-062598, Washington County Deed Records and the **POINT OF BEGINNING**; Thence North 89°58'38" East, 134.48 feet; Thence North 78°35'48" East, 390.27 feet; Thence South 72°34'02" East, 151.22 feet; Thence South 00°13'45" East, 215.00 feet to the southerly line of said Document No. 2013-080368, being the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at property lines.

Northerly Easement contains 3,825 square feet or 0.088 acres, more or less.

Southerly Easement contains 13,365 square feet or 0.307 acres, more or less.

4-7-2014

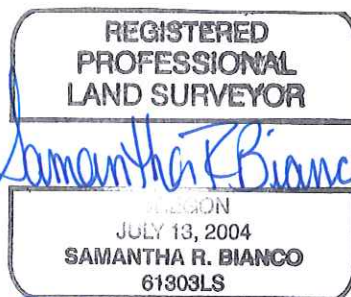
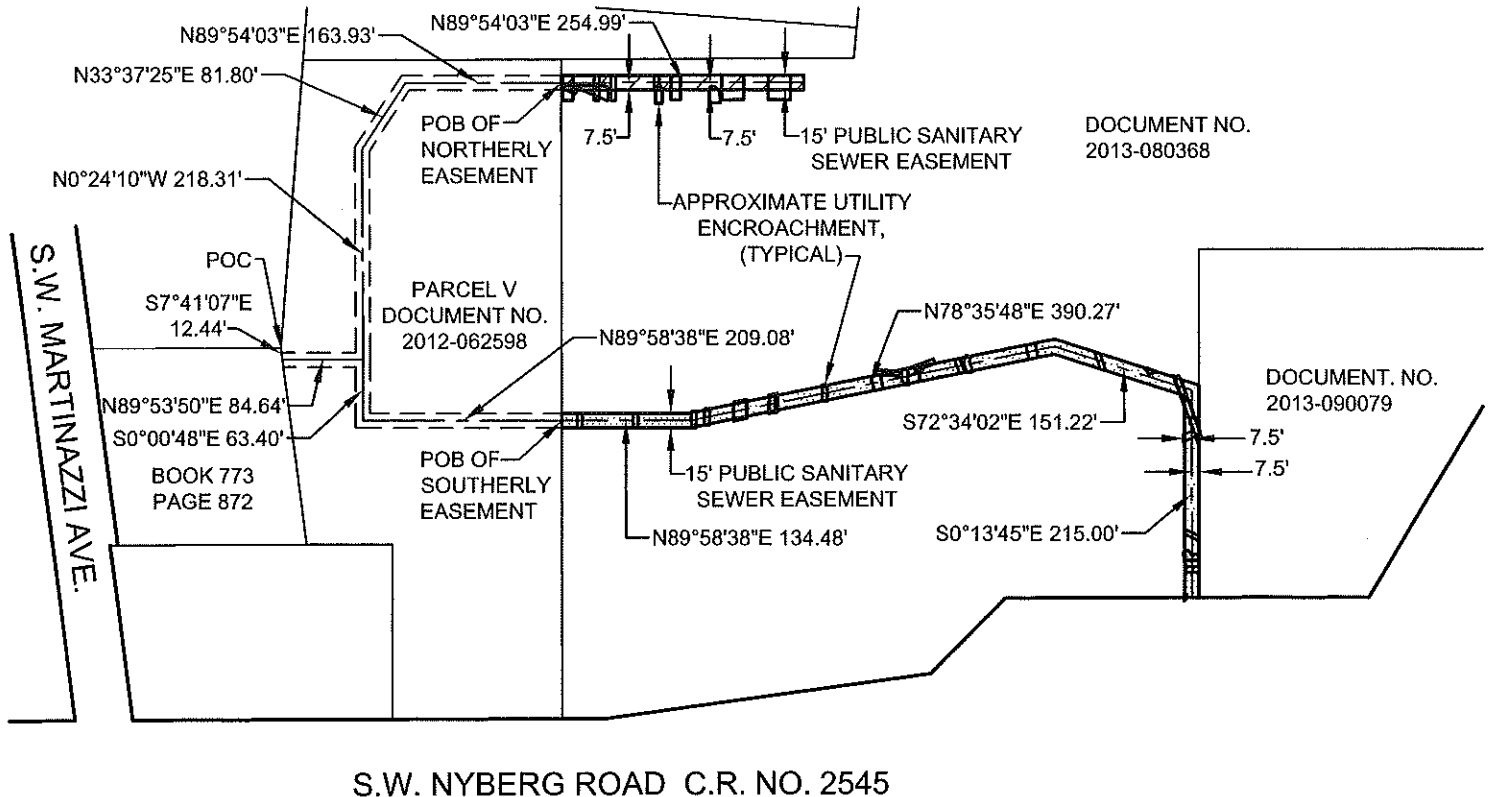


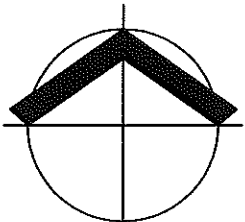
EXHIBIT "B"



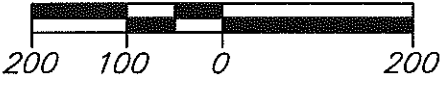
DOCUMENT NO.
2013-080368

DOCUMENT. NO.
2013-090079



S.W. NYBERG ROAD C.R. NO. 2545



SCALE: 1"=200'



LEGEND:

-  AREA OF NORTHERLY PUBLIC SEWER LINE EASEMENT
3,825 SQUARE FEET OR
0.088 ACRES MORE OR LESS
-  AREA OF SOUTHERLY PUBLIC SEWER LINE EASEMENT
13,365 SQUARE FEET OR
0.307 ACRES MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
PORTLAND, OR 97221
TEL: (503) 419 - 2500 FAX: (503) 419 - 2600
www.cardno.com

PUBLIC SANITARY SEWER EASEMENT

S24, T2S, R1W, WILLAMETTE MERIDIAN
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
DATE: 12/18/2013
BY: SRB/TLB
SCALE: 1"=200'
PAGE NO. 2 OF 2

Exhibit C

Page 1 OF 2

A tract of land located in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the most northerly corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records, said point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence along the westerly right of way line of Interstate Highway No. 5 (variable width) South $15^{\circ}49'17''$ West, 169.04 feet to a point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $12^{\circ}33'01''$ West, 350.57 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence parallel with said centerline South $15^{\circ}49'17''$ West, 170.29 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $21^{\circ}33'44''$ West, 542.28 feet to a point being 154.33 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto, said point also being the northeast corner of Deed Document No. 2004-135929, Washington County Deed Records;

Thence along the northerly line of said Deed Document No. 2004-135929 South $89^{\circ}46'15''$ West, 374.82 feet to the northwest corner thereof;

Thence along the westerly line of said Deed Document No. 2004-135929 South $00^{\circ}13'45''$ East, 361.43 feet to the northerly right of way line of SW Nyberg Road (County Road No. 2545)(variable width);

Thence along said northerly right of way line South $89^{\circ}46'15''$ West, 203.68 feet;

Thence South $44^{\circ}46'46''$ West, 110.68 feet;

Thence South $82^{\circ}09'15''$ West, 343.77 feet;

Thence South $89^{\circ}46'15''$ West, 46.25 feet;

Thence leaving said northerly right of way line, North 00°13'45" West, 683.87 feet to the southerly line of Parcel 7 of Deed Document No. 2012-062598, Washington County Deed Records;

Thence along said southerly line North 89°46'15" East, 307.55 feet to the southwest corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records;

Thence along the westerly line of said Parcel 1, North 05°34'18" East, 276.21 feet to the southerly bank of the Tualatin River;

Thence along the southerly and easterly bank of the Tualatin River the following courses and distances:

Thence South 83°06'05" East, 70.20 feet;

Thence South 89°16'30" East, 118.95 feet;

Thence North 78°06'38" East, 47.99 feet;

Thence North 63°03'09" East, 102.02 feet;

Thence North 61°05'09" East, 113.50 feet;

Thence North 43°58'54" East, 73.56 feet;

Thence North 35°38'54" East, 211.29 feet;

Thence North 37°11'23" East, 115.37 feet;

Thence North 32°54'07" East, 136.68 feet;

Thence North 47°49'30" East, 114.34 feet;

Thence North 63°23'23" East, 123.30 feet;

Thence North 70°19'41" East, 70.09 feet;

Thence 78°48'21" East, 74.52 feet to the **Point of Beginning**.

Contains 990,693 square feet or 22.743 acres, more or less.

EXHIBIT D

Exceptions

1. Any adverse claims based upon the assertion that the Tualatin River has changed in location.

Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

2. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Deed

Recorded: April 9, 1927
Book: 135
Page: 435
Affects: See document for details

3. Limited access provisions and also covenants, conditions, restrictions and easements as contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: February 14, 1952
Book: 329
Page: 250
Affects: See document for details

4. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 24, 1952
Book: 332
Page: 27
Affects: See document for details

Amended by instrument;

Recorded: September 15, 1960
Book: 435
Page: 440

5. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 7, 1969
Book: 747
Page: 353

Affects: See document for details

6. Terms and provisions, including obligations for maintenance of the benefiting easement described in Parcel VIII herein, as established by Oregon Law and by instrument,
Recorded: March 13, 1970
Book: 773
Page: 872
Affects: See document for details

7. An easement as disclosed by instrument, including terms and provisions thereof;
Dated: October 4, 1971
Recorded: October 21, 1971
Book: 840
Page: 241
For: Slope
Affects: See document for details

8. Lease, including the terms and provisions thereof;
Dated: September 1, 1971
A memorandum of which was:
Recorded: December 27, 1971
Book: 848
Page: 503

The Lessors interest in said Lease is now held of record by: Tuala Northwest, LLC, an Oregon limited liability company, as acquired by Assignment and Assumption Agreement recorded July 31, 2012 as Fee No. 2012-062596 and by Deed recorded July 31, 2012 as Fee No. 2012-062598.

The Lessees interest in said Lease is now held of record by: Nyberg Centercal II, LLC, a Delaware limited liability company, as acquired by Assignment and Assumption of Ground lease recorded July 31, 2012 as Fee No. 2012-062597.

Amended and Restated Ground Lease, including the terms and provisions thereof;
Dated: July 31, 2012
A memorandum of which was:
Recorded: July 31, 2012
Recording No: 2012-062599
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

First Amendment To Memorandum of Lease (the Amended and Restated Ground Lease), including the terms and provisions thereof;
Dated: April 8, 2014
Recorded: April 8, 2014
Recording No: 2014-019875
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

9. THE FOLLOWING MATTERS AFFECTING THE LEASEHOLD INTEREST OF LEASE SHOWN IN EXCEPTION NEXT ABOVE:

- a. Lease, including the terms and provisions thereof.
Dated: October 4, 1971
A memorandum of which was:
Recorded: October 21, 1971
Book: 840
Page: 241
Lessor: Continental Realty Inc., an Oregon corporation
Lessee: S.S. Kresge Company, a Michigan corporation

Said lease was modified by instrument;

- Dated: October 25, 1985
Recorded: November 27, 1985
Recorder's Fee No.: 85047395
Landlord: Portland Fixture Co., an Oregon corporation as successor in interest to Continental Realty Inc., an Oregon corporation
Tenant: K-Mart Corporation, a Michigan corporation, successor in interest to S.S. Kresge Company, a Michigan corporation

The lessor's interest was assigned by mesne assignments and by instrument:

- Dated: December 29, 1986
Recorded: December 31, 1986
Recorder's Fee No.: 86061756
To: Portland Fixture Limited Partnership, an Oregon limited partnership

- b. Lease, including the terms and provisions thereof.
Dated: November 15, 1984
A memorandum of which was:
Recorded: November 27, 1985
Recorder's Fee No.: 85047396
Lessor: K Mart Corporation, a Michigan corporation
Lessee: Wendy's International, Inc., an Ohio corporation

Non-Disturbance, Consent and Attornment Agreement, including the terms and provisions thereof;

- Dated: November 29, 1984
Recorded: November 27, 1985
Recorder's Fee No.: 85047398
By and Between: K Mart Corporation, a Michigan corporation, Wendy's International, Inc., an Ohio corporation, Clayton Nyberg and Katheryn Nyberg (husband and wife), Wayne Howard and Zira Howard (husband and wife) and Portland Fixture Co., an Oregon corporation

c. Lease, including the terms and provisions thereof.
Dated: November 27, 1985
A memorandum of which was:
Recorded: January 6, 1986
Recorder's Fee No.: 86000849
Lessor: Portland Fixture Company
Lessee: Volume Shoe Corporation, a Missouri corporation

d. Lease, including the terms and provisions thereof.
Dated: May 21, 1986
A memorandum of which was:
Recorded: October 22, 1986
Recorder's Fee No.: 86048775
Lessor: Wendy's International, Inc.
Lessee: WEND Northwest Limited Partnership

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

e. Unrecorded Lease, including the terms and provisions thereof,
Dated: August 18, 1993
Lessor: Portland Fixture Limited Partnership
Lessee: West One Bank, Oregon
Disclosed by the following: Assignment and Assumption of Lease Agreement

The lessee's interest in said Lease was assigned by instrument,
Dated: May 31, 1996
Recorded: May 31, 1996
Recorder's Fee No.: 96048959
To: Pacific One Bank, an Oregon banking corporation

f. Lease, including the terms and provisions thereof.
Dated: December 11, 2003
A memorandum of which was:
Recorded: January 15, 2004
Recorder's Fee No.: 2004-004189
Lessor: Portland Fixture Limited Partnership, an Oregon limited partnership
Lessee: Michaels Stores, Inc., a Delaware corporation

g. Lease, including the terms and provisions thereof.
Dated: September 5, 2013
Memorandums of which were:
Recorded: September 27, 2013 and December 5, 2013
Recorder's Fee No's: 2013-086769 and 2013-102601

Oregon Title Insurance Rating Organization (OTIRO)
OTIRO No. PO-04
American Land Title Association
ALTA Owner's Policy (6-17-2006)

Lessor: Nyberg Centercal, II, LLC, a Delaware limited liability company
Lessee: Fitness International, LLC, a California limited liability company

10. An easement created by instrument, including terms and provisions thereof;
Dated: April 24, 1972
Recorded: April 27, 1972
Book: 864
Page: 407
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Underground electric power lines and appurtenances
Affects: See document for details

11. An easement created by instrument, including terms and provisions thereof;
Dated: April 19, 1973
Recorded: April 30, 1973
Book: 921
Page: 926
In Favor Of: City of Tualatin, a municipal corporation
For: Construction, maintenance and repair, with necessary access thereto, of slope, cut or fill, occasioned by the construction, operation and maintenance of a public road and appurtenances
Affects: See document for details

12. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,
Recorded: May 10, 1973
Book: 922
Page: 474
Affects: See document for details

13. An easement created by instrument, including terms and provisions thereof;
Dated: March 5, 1974
Recorded: December 19, 1974
Book: 1005
Page: 41
In Favor Of: City of Tualatin
For: Water line and appurtenances and sanitary sewer
Affects: See document for details

14. Covenants, conditions and restrictions, but omitting covenants or restrictions if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof.
Recorded: December 19, 1974
Book: 1005
Page: 78
Affects: See document for details

15. An easement created by instrument, including terms and provisions thereof;
Dated: May 5, 1977
Recorded: May 10, 1977
Book: 1164
Page: 593
In Favor Of: Portland Natural Gas Company, an Oregon corporation
For: Gas pipeline or pipelines and appurtenances
Affects: See document for details
16. Irrevocable License Agreement Relating to Storm sewer, sanitary sewer, surface water and utilities, including the terms and provisions thereof:
Recording Date: November 27, 1985
Recording No.: 85-047397

As amended by instrument:
Recorded: June 11, 2012
Recorder's Fee No.: 2012-046950
17. Restrictive Covenant, including the terms and provisions thereof;
Recorded: August 7, 2006
Recorder's Fee No.: 2006-094201
Affects: See document for details
18. The following matters as set forth on survey prepared by Cardno WRG, dated December 6, 2011, Job No. 21198310, as follows:

[a.] Foot paths & pedestrian access (without an easement) through northerly portion of property.
[b.] Access point with adjacent property without benefit of an easement.
[c.] Fence encroachment near the northeast corner as survey depicts
19. Revocable License Agreement, including the terms and provisions thereof;
Recorded: May 22, 2012
Recorder's Fee No.: 2012-041252
By and Between: Nyberg Limited Partnership and the City of Tualatin
20. An easement created by instrument, including terms and provisions thereof;
Recorded: May 22, 2012
Recorder's Fee No.: 2012-041253
In Favor Of: City of Tualatin
For: Utilities
Affects: See document for details
21. An easement created by instrument, including terms and provisions thereof;
Recorded: May 22, 2012
Recorder's Fee No.: 2012-041254
In Favor Of: City of Tualatin
For: Utilities
Affects: See document for details

22. Deed of Trust, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;
Dated: July 31, 2012
Recording Date: July 31, 2012
Recording No: 2012-062600
Amount: \$4,500,000.00
Grantor: Tuala Northwest, LLC, an Oregon limited liability company
Trustee: Chicago Title Company of Oregon
Beneficiary: Umpqua Bank

Subordination, Non-Disturbance and Attornment Agreement including the terms and provisions thereof recorded July 13, 2012 as Recording No: 2012-062616

23. Assignment of Rents given as additional security to the Deed of Trust shown as exception next above:
Recording Date: July 31, 2012
Recording No: 2012-062601
To: Umpqua Bank

24. An easement created by instrument, including terms and provisions thereof;
Recorded: March 10, 2014
Recorder's Fee No.: 2014-013490
In Favor Of: Owners of adjacent property
For: Vehicular ingress and egress
Affects: See document for details

25. Covenants, Conditions and Restrictions as contained in Deed from the State of Oregon, by and through its Department of Transportation, including the terms and provisions thereof;
Recorded: April 8, 2014
Recording No: 2014-019813

26. Restricted access provisions contained in Deed from the State of Oregon, by and through its Department of Transportation, which provides that all access rights between the herein described Parcel XI and the Pacific Highway and to SW Nyberg Street abutting said parcel are waived.
Recorded: April 8, 2014
Recording No: 2014-019813

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: Access and construction and maintenance of a retaining wall and footings
Recorded: April 8, 2014
Recording No: 2014-019814

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: ODOT Access Easement
Recorded: April 8, 2014

Recording No: 2014-019831

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon 2014-026508

05/06/2014 01:55:23 PM

D-E Cnt=1 Stn=10 A DUJCK
\$85.00 \$5.00 \$11.00 \$20.00 - Total = \$121.00



01937002201400265080170174

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

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



CITY OF TUALATIN, OREGON

STORMWATER EASEMENT

Tuala Northwest LLC, an Oregon limited liability company ("Grantor"), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin ("Grantee"), its successors and assigns, an exclusive permanent public utility easement for STORMWATER purposes subject to the rights reserved by Grantor as set forth in Section 7 hereof, over, under, upon, across, and along the full width and length of the premises ("Easement Area") legally described as follows:

See Exhibit A (Legal Description of Public Utility Easement Area) attached and as shown on Exhibit B (Map) attached

TOGETHER WITH a non-exclusive permanent access easement solely for the purpose of ingress and egress at any and all times over the Grantor's property encumbered by the Easement Area described in Exhibit C (Legal Description of the Access Easement) for the placement, maintenance, and removal by Grantee of public utilities provided for, and to effectuate Grantee's rights granted, by this Public Utility Easement.

TO HAVE AND TO HOLD the above-described permanent easements unto Grantee in accordance with the terms, conditions, and covenants as follows:

1. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably

claiming by, through, or under Grantor, subject to the terms of this easement and the title exceptions set forth on Exhibit D attached hereto.

2. This easement is granted for the purpose of Grantee constructing and utilizing underground utilities within the Easement Area, and to that end Grantee is hereby granted the right to excavate for, and to construct, place, operate, maintain, repair, replace, install, relocate within the Easement Area, inspect, and remove underground utilities with all appurtenances incident thereto or necessary therewith, including manholes, within, in, under, and through the Easement Area, and to cut and remove from said Easement Area any trees and other obstructions which will likely endanger the safety or unreasonably interfere with the use of said underground utilities or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said Easement Area at any and all times for doing anything reasonably necessary or useful for the enjoyment of the easement herein granted.
3. In exercising its rights hereunder, Grantee will use reasonable efforts to: (a) notify Grantor and its Lessee(s) that Grantee intends to perform work in the Easement Area; and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) traffic circulation; (iii) customer parking; or (iv) the receiving of merchandise by any business on property owned by Grantor.
4. Grantee understands that the Easement Area is located in a commercial and retail sales area, and that as such Grantee will not perform work in the Easement Area during the period of November 1 through January 31 of any year if the work can be performed at other times. If the work must be performed during the period of November 1 through January 31 of any year, Grantee will work with Grantor and Grantor's Lessee(s) to perform the work in a manner that provides the least amount of disruption, which may include, but is not limited to, performing work during the weekday and during night time hours. Notwithstanding the foregoing, Grantee may perform work in the Easement Area at any time, including during the period of November 1 through January 31 of any year, and without prior notice in cases of emergency or to prevent an imminent risk to the public health or safety.

5. Grantee will conduct the installation, maintenance, repair, and operation of the underground utilities and related appurtenant facilities within the Easement Area at its sole cost and expense, and, upon every occasion that such underground utilities are repaired, replaced, renewed, added to, or removed, will, at Grantee's sole cost and expense, promptly restore the Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, or pavement. Notwithstanding the foregoing, Grantor will be responsible, at Grantor's sole cost and expense, for replacing the trees within the Easement Area with trees of approximately the same size if Grantee's installation or work requires the removal of the trees.
6. Except as provided below, no buildings or structures will be constructed within the Easement Area without a specific written agreement between Grantee and Grantor. Any such specific agreement will set forth the conditions under which such building or structure may be placed, including a stipulation that all risks of damage to the underground utilities will be assumed by Grantor.
7. Notwithstanding anything to the contrary contained or implied in this easement, Grantor hereby reserves the following rights with respect to the Easement Area: without a specific written agreement between Grantee and Grantor, (a) Grantor may construct and utilize the Easement Area for driveway and/or parking purposes, including the construction of facilities connected therewith, (b) Grantor may use the surface of the land for walkways, landscaping, and other uses undertaken by Grantor, including without limitation, the ingress or egress of persons and vehicles, the flow of traffic, both pedestrian and vehicular, and the normal conduct of business and the day-to-day operations on property owned by Grantor, as well as the construction, maintenance, operation, replacement, repair, and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs, and landscaping, that are not inconsistent and do not unreasonably interfere with the use of the Easement Area by Grantee and (c) Grantor may cross the Easement Area with other underground lines at the locations shown therefor on Exhibit B, provided they do not unreasonably interfere with the use of the Easement Area by Grantee. Grantor hereby assumes any and all liability for damage to the underground utilities caused, in whole or in part, by Grantor constructing, maintaining, operating, or utilizing the Easement Area for driveway and/or parking purposes and/or other permitted purposes, including but not limited to any damage to such utilities caused or aggravated by the presence of such activities over or within the Easement Area.

8. Grantor will indemnify and hold harmless Grantee from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any excavation or construction activities performed on or within the Easement Area by Grantor or Grantor's agents, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of Grantee, its agents and employees.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor from and against any and all claims for injury to persons or property arising from or in connection with the exercise of the rights granted herein to Grantee, its agents, or employees.
10. This instrument, and the covenants and agreements contained in this instrument, will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.
11. Grantee acknowledges that Grantor may desire to relocate the Easement Area to another location (the "Replacement Easement Area"). Upon a reasonable period of time after receiving written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee will commence a process to grant approval to relocate the Easement Area to the Replacement Easement Area and vacate the Easement Area upon relocation, provided Grantor does all of the following: (a) Grantor provides Grantee with a suitable Replacement Easement Area as determined in the reasonable discretion of Grantee; (b) Grantor pays all expenses and costs associated with relocating the Easement Area to the Replacement Easement Area, (c) Grantor pays for all expenses and costs associated with relocating all public underground utilities from the Easement Area to the Replacement Easement Area, including but not limited to restoring all private utility connections to the public underground utilities; and (d) Grantor executes an easement document to substitute the Replacement Easement Area for the Easement Area. Upon approval by Grantee and completion of Grantor's duties in relocating the easement, as set forth in (a)

through (d), the Easement Area will be relocated to the Replacement Easement Area and Grantee will vacate the Easement Area.

IN WITNESS WHEREOF, Grantor has executed this easement this 1 day of May, 2014.

Tuala Northwest, LLC,
an Oregon limited liability company

BY: [Signature]
Arne C. Nyberg, Manager
GRANTOR

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me on May 1, 2014, by Arne C. Nyberg, Manager of Tuala Northwest, LLC.



[Signature]
Notary Public - State of Oregon
My commission expires: 12/23/2014

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 5th day of May 2014.

[Signature]
City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Exhibit A

LEGAL DESCRIPTION

Nyberg II 21198310

Public Storm Drain Easement

December 18, 2013

Page 1 OF 2

A 15 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the Northeast corner of that tract conveyed to the City of Tualatin described in Book 773 Page 872, Washington County Deed records; Thence along the easterly line of said tract South 07°41'07" East, 22.84 feet; Thence leaving said easterly line North 88°17'20" East, 90.20 feet; Thence North 00°08'20" West, 210.66 feet; Thence North 32°58'06" East, 86.61 feet; Thence North 89°48'50" East, 154.21 feet to the easterly line of Parcel V, Document No. 2012-062598 and the **POINT OF BEGINNING**; Thence North 89°48'50" East, 268.98 feet to a point herein after referred to as "Point A" and the **TERMINUS** of said centerline.

Together with:

A 20 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 10.0 feet on each side of the centerline thereof being more particularly described as follows:

BEGINNING at the previously described "Point A", Thence North 51°01'31" East, 86.23 feet; Thence North 66°59'29" East, 117.62 feet; Thence North 68°59'31" East, 317.80 feet; Thence South 20°13'01" East, 319.13 feet; Thence South 27°06'02" East, 84.99 feet to the northerly line of that tract of land described in Document No. 2013-090079, Washington County Deed Records, being the **TERMINUS** of said centerline.

The sidelines of said strip to be shortened or lengthened to terminate at property lines.

Contains 22,500 square feet or 0.517 acres, more or less.

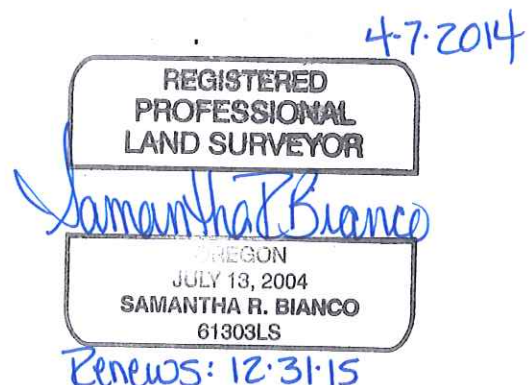


Exhibit C

Page 1 OF 2

A tract of land located in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the most northerly corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records, said point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence along the westerly right of way line of Interstate Highway No. 5 (variable width) South $15^{\circ}49'17''$ West, 169.04 feet to a point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $12^{\circ}33'01''$ West, 350.57 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence parallel with said centerline South $15^{\circ}49'17''$ West, 170.29 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $21^{\circ}33'44''$ West, 542.28 feet to a point being 154.33 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto, said point also being the northeast corner of Deed Document No. 2004-135929, Washington County Deed Records;

Thence along the northerly line of said Deed Document No. 2004-135929 South $89^{\circ}46'15''$ West, 374.82 feet to the northwest corner thereof;

Thence along the westerly line of said Deed Document No. 2004-135929 South $00^{\circ}13'45''$ East, 361.43 feet to the northerly right of way line of SW Nyberg Road (County Road No. 2545)(variable width);

Thence along said northerly right of way line South $89^{\circ}46'15''$ West, 203.68 feet;

Thence South $44^{\circ}46'46''$ West, 110.68 feet;

Thence South $82^{\circ}09'15''$ West, 343.77 feet;

Thence South $89^{\circ}46'15''$ West, 46.25 feet;

Thence leaving said northerly right of way line, North 00°13'45" West, 683.87 feet to the southerly line of Parcel 7 of Deed Document No. 2012-062598, Washington County Deed Records;

Thence along said southerly line North 89°46'15" East, 307.55 feet to the southwest corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records;

Thence along the westerly line of said Parcel 1, North 05°34'18" East, 276.21 feet to the southerly bank of the Tualatin River;

Thence along the southerly and easterly bank of the Tualatin River the following courses and distances:

Thence South 83°06'05" East, 70.20 feet;

Thence South 89°16'30" East, 118.95 feet;

Thence North 78°06'38" East, 47.99 feet;

Thence North 63°03'09" East, 102.02 feet;

Thence North 61°05'09" East, 113.50 feet;

Thence North 43°58'54" East, 73.56 feet;

Thence North 35°38'54" East, 211.29 feet;

Thence North 37°11'23" East, 115.37 feet;

Thence North 32°54'07" East, 136.68 feet;

Thence North 47°49'30" East, 114.34 feet;

Thence North 63°23'23" East, 123.30 feet;

Thence North 70°19'41" East, 70.09 feet;

Thence 78°48'21" East, 74.52 feet to the **Point of Beginning**.

Contains 990,693 square feet or 22.743 acres, more or less.

EXHIBIT D

Exceptions

1. Any adverse claims based upon the assertion that the Tualatin River has changed in location.

Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

2. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Deed

Recorded: April 9, 1927
Book: 135
Page: 435
Affects: See document for details

3. Limited access provisions and also covenants, conditions, restrictions and easements as contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: February 14, 1952
Book: 329
Page: 250
Affects: See document for details

4. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 24, 1952
Book: 332
Page: 27
Affects: See document for details

Amended by instrument;

Recorded: September 15, 1960
Book: 435
Page: 440

5. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 7, 1969
Book: 747
Page: 353

Affects: See document for details

6. Terms and provisions, including obligations for maintenance of the benefiting easement described in Parcel VIII herein, as established by Oregon Law and by instrument,

Recorded: March 13, 1970
Book: 773
Page: 872
Affects: See document for details

7. An easement as disclosed by instrument, including terms and provisions thereof;

Dated: October 4, 1971
Recorded: October 21, 1971
Book: 840
Page: 241
For: Slope
Affects: See document for details

8. Lease, including the terms and provisions thereof;

Dated: September 1, 1971
A memorandum of which was:
Recorded: December 27, 1971
Book: 848
Page: 503

The Lessors interest in said Lease is now held of record by: Tuala Northwest, LLC, an Oregon limited liability company, as acquired by Assignment and Assumption Agreement recorded July 31, 2012 as Fee No. 2012-062596 and by Deed recorded July 31, 2012 as Fee No. 2012-062598.

The Lessees interest in said Lease is now held of record by: Nyberg Centercal II, LLC, a Delaware limited liability company, as acquired by Assignment and Assumption of Ground lease recorded July 31, 2012 as Fee No. 2012-062597.

Amended and Restated Ground Lease, including the terms and provisions thereof;

Dated: July 31, 2012
A memorandum of which was:
Recorded: July 31, 2012
Recording No: 2012-062599
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

First Amendment To Memorandum of Lease (the Amended and Restated Ground Lease), including the terms and provisions thereof;

Dated: April 8, 2014
Recorded: April 8, 2014
Recording No: 2014-019875
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

9. THE FOLLOWING MATTERS AFFECTING THE LEASEHOLD INTEREST OF LEASE SHOWN IN EXCEPTION NEXT ABOVE:

- a. Lease, including the terms and provisions thereof.
Dated: October 4, 1971
A memorandum of which was:
Recorded: October 21, 1971
Book: 840
Page: 241
Lessor: Continental Realty Inc., an Oregon corporation
Lessee: S.S. Kresge Company, a Michigan corporation

Said lease was modified by instrument;

- Dated: October 25, 1985
Recorded: November 27, 1985
Recorder's Fee No.: 85047395
Landlord: Portland Fixture Co., an Oregon corporation as successor in interest to Continental Realty Inc., an Oregon corporation
Tenant: K-Mart Corporation, a Michigan corporation, successor in interest to S.S. Kresge Company, a Michigan corporation

The lessor's interest was assigned by mesne assignments and by instrument:

- Dated: December 29, 1986
Recorded: December 31, 1986
Recorder's Fee No.: 86061756
To: Portland Fixture Limited Partnership, an Oregon limited partnership

- b. Lease, including the terms and provisions thereof.
Dated: November 15, 1984
A memorandum of which was:
Recorded: November 27, 1985
Recorder's Fee No.: 85047396
Lessor: K Mart Corporation, a Michigan corporation
Lessee: Wendy's International, Inc., an Ohio corporation

Non-Disturbance, Consent and Attornment Agreement, including the terms and provisions thereof;

- Dated: November 29, 1984
Recorded: November 27, 1985
Recorder's Fee No.: 85047398
By and Between: K Mart Corporation, a Michigan corporation, Wendy's International, Inc., an Ohio corporation, Clayton Nyberg and Katheryn Nyberg (husband and wife), Wayne Howard and Zira Howard (husband and wife) and Portland Fixture Co., an Oregon corporation

c. Lease, including the terms and provisions thereof.
Dated: November 27, 1985
A memorandum of which was:
Recorded: January 6, 1986
Recorder's Fee No.: 86000849
Lessor: Portland Fixture Company
Lessee: Volume Shoe Corporation, a Missouri corporation

d. Lease, including the terms and provisions thereof.
Dated: May 21, 1986
A memorandum of which was:
Recorded: October 22, 1986
Recorder's Fee No.: 86048775
Lessor: Wendy's International, Inc.
Lessee: WEND Northwest Limited Partnership

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

e. Unrecorded Lease, including the terms and provisions thereof,
Dated: August 18, 1993
Lessor: Portland Fixture Limited Partnership
Lessee: West One Bank, Oregon
Disclosed by the following: Assignment and Assumption of Lease Agreement

The lessee's interest in said Lease was assigned by instrument,
Dated: May 31, 1996
Recorded: May 31, 1996
Recorder's Fee No.: 96048959
To: Pacific One Bank, an Oregon banking corporation

f. Lease, including the terms and provisions thereof.
Dated: December 11, 2003
A memorandum of which was:
Recorded: January 15, 2004
Recorder's Fee No.: 2004-004189
Lessor: Portland Fixture Limited Partnership, an Oregon limited partnership
Lessee: Michaels Stores, Inc., a Delaware corporation

g. Lease, including the terms and provisions thereof.
Dated: September 5, 2013
Memorandums of which were:
Recorded: September 27, 2013 and December 5, 2013
Recorder's Fee No's: 2013-086769 and 2013-102601

Lessor: Nyberg Centercal, II, LLC, a Delaware limited liability company
Lessee: Fitness International, LLC, a California limited liability company

10. An easement created by instrument, including terms and provisions thereof;
Dated: April 24, 1972
Recorded: April 27, 1972
Book: 864
Page: 407
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Underground electric power lines and appurtenances
Affects: See document for details

11. An easement created by instrument, including terms and provisions thereof;
Dated: April 19, 1973
Recorded: April 30, 1973
Book: 921
Page: 926
In Favor Of: City of Tualatin, a municipal corporation
For: Construction, maintenance and repair, with necessary access thereto, of slope, cut or fill, occasioned by the construction, operation and maintenance of a public road and appurtenances
Affects: See document for details

12. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,
Recorded: May 10, 1973
Book: 922
Page: 474
Affects: See document for details

13. An easement created by instrument, including terms and provisions thereof;
Dated: March 5, 1974
Recorded: December 19, 1974
Book: 1005
Page: 41
In Favor Of: City of Tualatin
For: Water line and appurtenances and sanitary sewer
Affects: See document for details

14. Covenants, conditions and restrictions, but omitting covenants or restrictions if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof.
Recorded: December 19, 1974
Book: 1005
Page: 78
Affects: See document for details

15. An easement created by instrument, including terms and provisions thereof;
 Dated: May 5, 1977
 Recorded: May 10, 1977
 Book: 1164
 Page: 593
 In Favor Of: Portland Natural Gas Company, an Oregon corporation
 For: Gas pipeline or pipelines and appurtenances
 Affects: See document for details
16. Irrevocable License Agreement Relating to Storm sewer, sanitary sewer, surface water and utilities, including the terms and provisions thereof:
 Recording Date: November 27, 1985
 Recording No.: 85-047397

 As amended by instrument:
 Recorded: June 11, 2012
 Recorder's Fee No.: 2012-046950
17. Restrictive Covenant, including the terms and provisions thereof;
 Recorded: August 7, 2006
 Recorder's Fee No.: 2006-094201
 Affects: See document for details
18. The following matters as set forth on survey prepared by Cardno WRG, dated December 6, 2011, Job No. 21198310, as follows:

 [a.] Foot paths & pedestrian access (without an easement) through northerly portion of property.
 [b.] Access point with adjacent property without benefit of an easement.
 [c.] Fence encroachment near the northeast corner as survey depicts
19. Revocable License Agreement, including the terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041252
 By and Between: Nyberg Limited Partnership and the City of Tualatin
20. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041253
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details
21. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041254
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details

22. Deed of Trust, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;
Dated: July 31, 2012
Recording Date: July 31, 2012
Recording No: 2012-062600
Amount: \$4,500,000.00
Grantor: Tuala Northwest, LLC, an Oregon limited liability company
Trustee: Chicago Title Company of Oregon
Beneficiary: Umpqua Bank

Subordination, Non-Disturbance and Attornment Agreement including the terms and provisions thereof recorded July 13, 2012 as Recording No: 2012-062616

23. Assignment of Rents given as additional security to the Deed of Trust shown as exception next above:
Recording Date: July 31, 2012
Recording No: 2012-062601
To: Umpqua Bank

24. An easement created by instrument, including terms and provisions thereof;
Recorded: March 10, 2014
Recorder's Fee No.: 2014-013490
In Favor Of: Owners of adjacent property
For: Vehicular ingress and egress
Affects: See document for details

25. Covenants, Conditions and Restrictions as contained in Deed from the State of Oregon, by and through its Department of Transportation, including the terms and provisions thereof;
Recorded: April 8, 2014
Recording No: 2014-019813

26. Restricted access provisions contained in Deed from the State of Oregon, by and through its Department of Transportation, which provides that all access rights between the herein described Parcel XI and the Pacific Highway and to SW Nyberg Street abutting said parcel are waived.
Recorded: April 8, 2014
Recording No: 2014-019813

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: Access and construction and maintenance of a retaining wall and footings
Recorded: April 8, 2014
Recording No: 2014-019814

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: ODOT Access Easement
Recorded: April 8, 2014

Recording No: 2014-019831

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

Washington County, Oregon
05/06/2014 01:55:23 PM
2014-026507

D-E Cnt=1 Stn=10 A DUYCK
\$90.00 \$5.00 \$11.00 \$20.00 - Total = \$126.00



01937001201400265070180184

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

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



CITY OF TUALATIN, OREGON

WATER EASEMENT

Tuala Northwest LLC, an Oregon limited liability company ("Grantor"), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin ("Grantee"), its successors and assigns, an exclusive permanent public utility easement for WATER purposes subject to the rights reserved by Grantor as set forth in Section 7 hereof, over, under, upon, across, and along the full width and length of the premises ("Easement Area") legally described as follows:

See Exhibit A (Legal Description of Public Utility Easement Area) attached and as shown on Exhibit B (Map) attached

TOGETHER WITH a non-exclusive permanent access easement solely for the purpose of ingress and egress at any and all times over the Grantor's property encumbered by the Easement Area described in Exhibit C (Legal Description of the Access Easement) for the placement, maintenance, and removal by Grantee of public utilities provided for, and to effectuate Grantee's rights granted, by this Public Utility Easement.

TO HAVE AND TO HOLD the above-described permanent easements unto Grantee in accordance with the terms, conditions, and covenants as follows:

1. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably

CD-14-17

claiming by, through, or under Grantor, subject to the terms of this easement and the title exceptions set forth on Exhibit D attached hereto.

2. This easement is granted for the purpose of Grantee constructing and utilizing underground utilities within the Easement Area, and to that end Grantee is hereby granted the right to excavate for, and to construct, place, operate, maintain, repair, replace, install, relocate within the Easement Area, inspect, and remove underground utilities with all appurtenances incident thereto or necessary therewith, including manholes, within, in, under, and through the Easement Area, and to cut and remove from said Easement Area any trees and other obstructions which will likely endanger the safety or unreasonably interfere with the use of said underground utilities or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said Easement Area at any and all times for doing anything reasonably necessary or useful for the enjoyment of the easement herein granted.
3. In exercising its rights hereunder, Grantee will use reasonable efforts to: (a) notify Grantor and its Lessee(s) that Grantee intends to perform work in the Easement Area; and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) traffic circulation; (iii) customer parking; or (iv) the receiving of merchandise by any business on property owned by Grantor.
4. Grantee understands that the Easement Area is located in a commercial and retail sales area, and that as such Grantee will not perform work in the Easement Area during the period of November 1 through January 31 of any year if the work can be performed at other times. If the work must be performed during the period of November 1 through January 31 of any year, Grantee will work with Grantor and Grantor's Lessee(s) to perform the work in a manner that provides the least amount of disruption, which may include, but is not limited to, performing work during the weekday and during night time hours. Notwithstanding the foregoing, Grantee may perform work in the Easement Area at any time, including during the period of November 1 through January 31 of any year, and without prior notice in cases of emergency or to prevent an imminent risk to the public health or safety.

5. Grantee will conduct the installation, maintenance, repair, and operation of the underground utilities and related appurtenant facilities within the Easement Area at its sole cost and expense, and, upon every occasion that such underground utilities are repaired, replaced, renewed, added to, or removed, will, at Grantee's sole cost and expense, promptly restore the Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work, including the restoration of any topsoil, lawn, or pavement. Notwithstanding the foregoing, Grantor will be responsible, at Grantor's sole cost and expense, for replacing the trees within the Easement Area with trees of approximately the same size if Grantee's installation or work requires the removal of the trees.
6. Except as provided below, no buildings or structures will be constructed within the Easement Area without a specific written agreement between Grantee and Grantor. Any such specific agreement will set forth the conditions under which such building or structure may be placed, including a stipulation that all risks of damage to the underground utilities will be assumed by Grantor.
7. Notwithstanding anything to the contrary contained or implied in this easement, Grantor hereby reserves the following rights with respect to the Easement Area: without a specific written agreement between Grantee and Grantor, (a) Grantor may construct and utilize the Easement Area for driveway and/or parking purposes, including the construction of facilities connected therewith, (b) Grantor may use the surface of the land for walkways, landscaping, and other uses undertaken by Grantor, including without limitation, the ingress or egress of persons and vehicles, the flow of traffic, both pedestrian and vehicular, and the normal conduct of business and the day-to-day operations on property owned by Grantor, as well as the construction, maintenance, operation, replacement, repair, and removal of roadways, curbs, gutters, parking areas, walkways, lighting standards and poles, signs, and landscaping, that are not inconsistent and do not unreasonably interfere with the use of the Easement Area by Grantee and (c) Grantor may cross the Easement Area with other underground lines at the locations shown therefor on Exhibit B, provided they do not unreasonably interfere with the use of the Easement Area by Grantee. Grantor hereby assumes any and all liability for damage to the underground utilities caused, in whole or in part, by Grantor constructing, maintaining, operating, or utilizing the Easement Area for driveway and/or parking purposes and/or other permitted purposes, including but not limited to any damage to such utilities caused or aggravated by the presence of such activities over or within the Easement Area.

8. Grantor will indemnify and hold harmless Grantee from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any excavation or construction activities performed on or within the Easement Area by Grantor or Grantor's agents, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of Grantee, its agents and employees.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor from and against any and all claims for injury to persons or property arising from or in connection with the exercise of the rights granted herein to Grantee, its agents, or employees.
10. This instrument, and the covenants and agreements contained in this instrument, will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.
11. Grantee acknowledges that Grantor may desire to relocate the Easement Area to another location (the "Replacement Easement Area"). Upon a reasonable period of time after receiving written notice from Grantor and agreement by Grantee as determined in the reasonable discretion of Grantee, Grantee will commence a process to grant approval to relocate the Easement Area to the Replacement Easement Area and vacate the Easement Area upon relocation, provided Grantor does all of the following: (a) Grantor provides Grantee with a suitable Replacement Easement Area as determined in the reasonable discretion of Grantee; (b) Grantor pays all expenses and costs associated with relocating the Easement Area to the Replacement Easement Area, (c) Grantor pays for all expenses and costs associated with relocating all public underground utilities from the Easement Area to the Replacement Easement Area, including but not limited to restoring all private utility connections to the public underground utilities; and (d) Grantor executes an easement document to substitute the Replacement Easement Area for the Easement Area. Upon approval by Grantee and completion of Grantor's duties in relocating the easement, as set forth in (a)

through (d), the Easement Area will be relocated to the Replacement Easement Area and Grantee will vacate the Easement Area.

IN WITNESS WHEREOF, Grantor has executed this easement this 1 day of MAY, 2014.

Tuala Northwest, LLC,
an Oregon limited liability company

BY: [Signature]
Arne C. Nyberg, Manager
GRANTOR

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me on May 1, 2014, by Arne C. Nyberg, Manager of Tuala Northwest, LLC.



[Signature]
Notary Public - State of Oregon
My commission expires: 12/23/2014

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 5th day of May 2014.

[Signature]
City Manager

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Exhibit "A"

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement

December 18, 2013

Page 1 OF 3

A 10 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 5.0 feet on each side of the centerline thereof being more particularly described as follows:

COMMENCING at the southwest corner of that tract of land described in Document No. 2013-090079, thence along the westerly line of said tract, North $00^{\circ}13'45''$ West, 255.80 feet to the **POINT OF BEGINNING**; Thence South $89^{\circ}52'06''$ West, 158.73 feet; Thence South $39^{\circ}54'48''$ West, 78.21 feet; Thence South $32^{\circ}57'46''$ West, 134.99 feet to a point herein after referred to as "Point A"; Thence South $32^{\circ}57'46''$ West, 36.86 feet; Thence South $85^{\circ}46'32''$ West, 87.16 feet; Thence South $06^{\circ}12'24''$ East, 126.95 feet; Thence North $82^{\circ}22'42''$ East, 29.99 feet; Thence South $07^{\circ}22'18''$ East, 10.88 feet to the southerly line of said tract of land described in Document No. 2013-080368, being the **TERMINUS** of said centerline.

Together with:

A 15 foot strip of land lying within that tract of land conveyed to Tuala Northwest, LLC, an Oregon Limited Liability Company per Document No. 2013-080368, Washington County Deed Records, located in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, lying 7.5 feet on each side of the centerline thereof being more particularly described as follows:

BEGINNING at the previously described "Point A", Thence South $57^{\circ}02'14''$ East, 100.25 feet; Thence South $76^{\circ}10'42''$ East, 71.57 feet; Thence South $89^{\circ}47'46''$ East, 129.73 feet to the westerly line of that tract of land described in Document No. 2013-090079, Washington County Deed Records, being the **TERMINUS** of said centerline.

LEGAL DESCRIPTION

Nyberg II 21198310

Public Waterline Easement

December 18, 2013

Page 2 OF 3

The sidelines of said strips to be shortened or lengthened to terminate at property lines and connect at angle points.

Contains 11,086 square feet or 0.254 acres, more or less.

4-7-2014

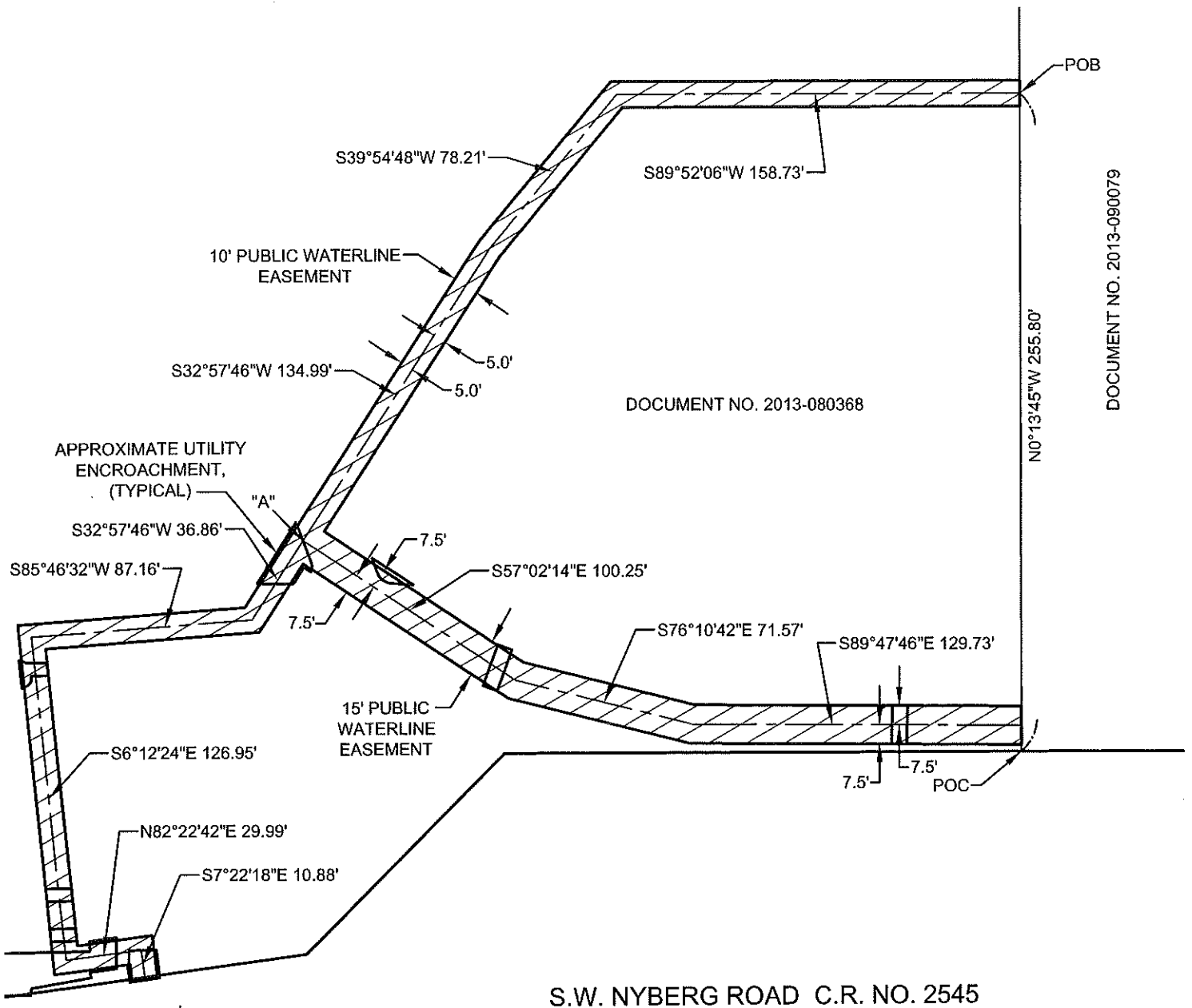
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha R. Bianco

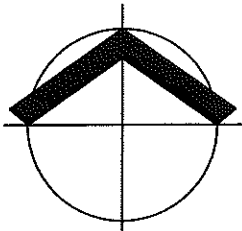
OREGON
JULY 13, 2004
SAMANTHA R. BIANCO
61303LS

Renews: 12-31-15

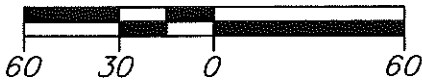
EXHIBIT "B"




S.W. NYBERG ROAD C.R. NO. 2545



SCALE: 1"=60'



LEGEND:

-  AREA OF PUBLIC WATERLINE EASEMENT
11,086 SQUARE FEET OR
0.254 ACRES MORE OR LESS
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION



5415 SW WESTGATE DR, SUITE 100
 PORTLAND, OR 97221
 TEL: (503) 419-2500 FAX: (503) 419-2600
 www.cardno.com

PUBLIC WATERLINE EASEMENT

S24, T2S, R1W, WILLAMETTE MERIDIAN
 CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

PROJECT NO. 21198310
 DATE: 12/18/2013
 BY: SRB/TLB
 SCALE: 1"=60'
 PAGE NO. 3 OF 3

Exhibit C

Page 1 OF 2

A tract of land located in the Northeast and Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the most northerly corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records, said point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence along the westerly right of way line of Interstate Highway No. 5 (variable width) South $15^{\circ}49'17''$ West, 169.04 feet to a point being 120.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $12^{\circ}33'01''$ West, 350.57 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence parallel with said centerline South $15^{\circ}49'17''$ West, 170.29 feet to a point being 100.00 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto;

Thence South $21^{\circ}33'44''$ West, 542.28 feet to a point being 154.33 feet westerly of the centerline of the southbound lane of Interstate Highway No. 5, when measured perpendicular thereto, said point also being the northeast corner of Deed Document No. 2004-135929, Washington County Deed Records;

Thence along the northerly line of said Deed Document No. 2004-135929 South $89^{\circ}46'15''$ West, 374.82 feet to the northwest corner thereof;

Thence along the westerly line of said Deed Document No. 2004-135929 South $00^{\circ}13'45''$ East, 361.43 feet to the northerly right of way line of SW Nyberg Road (County Road No. 2545)(variable width);

Thence along said northerly right of way line South $89^{\circ}46'15''$ West, 203.68 feet;

Thence South $44^{\circ}46'46''$ West, 110.68 feet;

Thence South $82^{\circ}09'15''$ West, 343.77 feet;

Thence South $89^{\circ}46'15''$ West, 46.25 feet;

Thence leaving said northerly right of way line, North $00^{\circ}13'45''$ West, 683.87 feet to the southerly line of Parcel 7 of Deed Document No. 2012-062598, Washington County Deed Records;

Thence along said southerly line North $89^{\circ}46'15''$ East, 307.55 feet to the southwest corner of Parcel 1, Partition Plat No. 1993-123, Washington County Survey Records;

Thence along the westerly line of said Parcel 1, North $05^{\circ}34'18''$ East, 276.21 feet to the southerly bank of the Tualatin River;

Thence along the southerly and easterly bank of the Tualatin River the following courses and distances:

Thence South $83^{\circ}06'05''$ East, 70.20 feet;

Thence South $89^{\circ}16'30''$ East, 118.95 feet;

Thence North $78^{\circ}06'38''$ East, 47.99 feet;

Thence North $63^{\circ}03'09''$ East, 102.02 feet;

Thence North $61^{\circ}05'09''$ East, 113.50 feet;

Thence North $43^{\circ}58'54''$ East, 73.56 feet;

Thence North $35^{\circ}38'54''$ East, 211.29 feet;

Thence North $37^{\circ}11'23''$ East, 115.37 feet;

Thence North $32^{\circ}54'07''$ East, 136.68 feet;

Thence North $47^{\circ}49'30''$ East, 114.34 feet;

Thence North $63^{\circ}23'23''$ East, 123.30 feet;

Thence North $70^{\circ}19'41''$ East, 70.09 feet;

Thence $78^{\circ}48'21''$ East, 74.52 feet to the **Point of Beginning**.

Contains 990,693 square feet or 22.743 acres, more or less.

EXHIBIT D

Exceptions

1. Any adverse claims based upon the assertion that the Tualatin River has changed in location.

Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.

Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.

2. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Deed

Recorded: April 9, 1927
Book: 135
Page: 435
Affects: See document for details

3. Limited access provisions and also covenants, conditions, restrictions and easements as contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: February 14, 1952
Book: 329
Page: 250
Affects: See document for details

4. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 24, 1952
Book: 332
Page: 27
Affects: See document for details

Amended by instrument;

Recorded: September 15, 1960
Book: 435
Page: 440

5. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,

Recorded: April 7, 1969
Book: 747
Page: 353

Affects: See document for details

6. Terms and provisions, including obligations for maintenance of the benefiting easement described in Parcel VIII herein, as established by Oregon Law and by instrument,

Recorded: March 13, 1970
Book: 773
Page: 872
Affects: See document for details

7. An easement as disclosed by instrument, including terms and provisions thereof;

Dated: October 4, 1971
Recorded: October 21, 1971
Book: 840
Page: 241
For: Slope
Affects: See document for details

8. Lease, including the terms and provisions thereof;

Dated: September 1, 1971
A memorandum of which was:
Recorded: December 27, 1971
Book: 848
Page: 503

The Lessors interest in said Lease is now held of record by: Tuala Northwest, LLC, an Oregon limited liability company, as acquired by Assignment and Assumption Agreement recorded July 31, 2012 as Fee No. 2012-062596 and by Deed recorded July 31, 2012 as Fee No. 2012-062598.

The Lessees interest in said Lease is now held of record by: Nyberg Centercal II, LLC, a Delaware limited liability company, as acquired by Assignment and Assumption of Ground lease recorded July 31, 2012 as Fee No. 2012-062597.

Amended and Restated Ground Lease, including the terms and provisions thereof;

Dated: July 31, 2012
A memorandum of which was:
Recorded: July 31, 2012
Recording No: 2012-062599
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

First Amendment To Memorandum of Lease (the Amended and Restated Ground Lease), including the terms and provisions thereof;

Dated: April 8, 2014
Recorded: April 8, 2014
Recording No: 2014-019875
Lessor: Tuala Northwest, LLC, an Oregon limited liability company
Lessee: Nyberg Centercal II, LLC, a Delaware limited liability company

9. THE FOLLOWING MATTERS AFFECTING THE LEASEHOLD INTEREST OF LEASE SHOWN IN EXCEPTION NEXT ABOVE:

- a. Lease, including the terms and provisions thereof.
Dated: October 4, 1971
A memorandum of which was:
Recorded: October 21, 1971
Book: 840
Page: 241
Lessor: Continental Realty Inc., an Oregon corporation
Lessee: S.S. Kresge Company, a Michigan corporation

Said lease was modified by instrument;

- Dated: October 25, 1985
Recorded: November 27, 1985
Recorder's Fee No.: 85047395
Landlord: Portland Fixture Co., an Oregon corporation as successor in interest to Continental Realty Inc., an Oregon corporation
Tenant: K-Mart Corporation, a Michigan corporation, successor in interest to S.S. Kresge Company, a Michigan corporation

The lessor's interest was assigned by mesne assignments and by instrument:

- Dated: December 29, 1986
Recorded: December 31, 1986
Recorder's Fee No.: 86061756
To: Portland Fixture Limited Partnership, an Oregon limited partnership

- b. Lease, including the terms and provisions thereof.
Dated: November 15, 1984
A memorandum of which was:
Recorded: November 27, 1985
Recorder's Fee No.: 85047396
Lessor: K Mart Corporation, a Michigan corporation
Lessee: Wendy's International, Inc., an Ohio corporation

Non-Disturbance, Consent and Attornment Agreement, including the terms and provisions thereof;

- Dated: November 29, 1984
Recorded: November 27, 1985
Recorder's Fee No.: 85047398
By and Between: K Mart Corporation, a Michigan corporation, Wendy's International, Inc., an Ohio corporation, Clayton Nyberg and Katheryn Nyberg (husband and wife), Wayne Howard and Zira Howard (husband and wife) and Portland Fixture Co., an Oregon corporation

c. Lease, including the terms and provisions thereof.
Dated: November 27, 1985
A memorandum of which was:
Recorded: January 6, 1986
Recorder's Fee No.: 86000849
Lessor: Portland Fixture Company
Lessee: Volume Shoe Corporation, a Missouri corporation

d. Lease, including the terms and provisions thereof.
Dated: May 21, 1986
A memorandum of which was:
Recorded: October 22, 1986
Recorder's Fee No.: 86048775
Lessor: Wendy's International, Inc.
Lessee: WEND Northwest Limited Partnership

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

e. Unrecorded Lease, including the terms and provisions thereof,
Dated: August 18, 1993
Lessor: Portland Fixture Limited Partnership
Lessee: West One Bank, Oregon
Disclosed by the following: Assignment and Assumption of Lease Agreement

The lessee's interest in said Lease was assigned by instrument,
Dated: May 31, 1996
Recorded: May 31, 1996
Recorder's Fee No.: 96048959
To: Pacific One Bank, an Oregon banking corporation

f. Lease, including the terms and provisions thereof.
Dated: December 11, 2003
A memorandum of which was:
Recorded: January 15, 2004
Recorder's Fee No.: 2004-004189
Lessor: Portland Fixture Limited Partnership, an Oregon limited partnership
Lessee: Michaels Stores, Inc., a Delaware corporation

g. Lease, including the terms and provisions thereof.
Dated: September 5, 2013
Memorandums of which were:
Recorded: September 27, 2013 and December 5, 2013
Recorder's Fee No's: 2013-086769 and 2013-102601

Lessor: Nyberg Centercal, II, LLC, a Delaware limited liability company
Lessee: Fitness International, LLC, a California limited liability company

10. An easement created by instrument, including terms and provisions thereof;
Dated: April 24, 1972
Recorded: April 27, 1972
Book: 864
Page: 407
In Favor Of: Portland General Electric Company, an Oregon corporation
For: Underground electric power lines and appurtenances
Affects: See document for details

11. An easement created by instrument, including terms and provisions thereof;
Dated: April 19, 1973
Recorded: April 30, 1973
Book: 921
Page: 926
In Favor Of: City of Tualatin, a municipal corporation
For: Construction, maintenance and repair, with necessary access thereto, of slope, cut or fill, occasioned by the construction, operation and maintenance of a public road and appurtenances
Affects: See document for details

12. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,
Recorded: May 10, 1973
Book: 922
Page: 474
Affects: See document for details

13. An easement created by instrument, including terms and provisions thereof;
Dated: March 5, 1974
Recorded: December 19, 1974
Book: 1005
Page: 41
In Favor Of: City of Tualatin
For: Water line and appurtenances and sanitary sewer
Affects: See document for details

14. Covenants, conditions and restrictions, but omitting covenants or restrictions if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, or use of the real property by any home or facility that is licensed by or under the authority of the State of Oregon under ORS Chapter 443, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof.
Recorded: December 19, 1974
Book: 1005
Page: 78
Affects: See document for details

15. An easement created by instrument, including terms and provisions thereof;
 Dated: May 5, 1977
 Recorded: May 10, 1977
 Book: 1164
 Page: 593
 In Favor Of: Portland Natural Gas Company, an Oregon corporation
 For: Gas pipeline or pipelines and appurtenances
 Affects: See document for details
16. Irrevocable License Agreement Relating to Storm sewer, sanitary sewer, surface water and utilities, including the terms and provisions thereof:
 Recording Date: November 27, 1985
 Recording No.: 85-047397
- As amended by instrument:
 Recorded: June 11, 2012
 Recorder's Fee No.: 2012-046950
17. Restrictive Covenant, including the terms and provisions thereof;
 Recorded: August 7, 2006
 Recorder's Fee No.: 2006-094201
 Affects: See document for details
18. The following matters as set forth on survey prepared by Cardno WRG, dated December 6, 2011, Job No. 21198310, as follows:
 [a.] Foot paths & pedestrian access (without an easement) through northerly portion of property.
 [b.] Access point with adjacent property without benefit of an easement.
 [c.] Fence encroachment near the northeast corner as survey depicts
19. Revocable License Agreement, including the terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041252
 By and Between: Nyberg Limited Partnership and the City of Tualatin
20. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041253
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details
21. An easement created by instrument, including terms and provisions thereof;
 Recorded: May 22, 2012
 Recorder's Fee No.: 2012-041254
 In Favor Of: City of Tualatin
 For: Utilities
 Affects: See document for details

22. Deed of Trust, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;
Dated: July 31, 2012
Recording Date: July 31, 2012
Recording No: 2012-062600
Amount: \$4,500,000.00
Grantor: Tuala Northwest, LLC, an Oregon limited liability company
Trustee: Chicago Title Company of Oregon
Beneficiary: Umpqua Bank

Subordination, Non-Disturbance and Attornment Agreement including the terms and provisions thereof recorded July 13, 2012 as Recording No: 2012-062616

23. Assignment of Rents given as additional security to the Deed of Trust shown as exception next above:
Recording Date: July 31, 2012
Recording No: 2012-062601
To: Umpqua Bank

24. An easement created by instrument, including terms and provisions thereof;
Recorded: March 10, 2014
Recorder's Fee No.: 2014-013490
In Favor Of: Owners of adjacent property
For: Vehicular ingress and egress
Affects: See document for details

25. Covenants, Conditions and Restrictions as contained in Deed from the State of Oregon, by and through its Department of Transportation, including the terms and provisions thereof;
Recorded: April 8, 2014
Recording No: 2014-019813

26. Restricted access provisions contained in Deed from the State of Oregon, by and through its Department of Transportation, which provides that all access rights between the herein described Parcel XI and the Pacific Highway and to SW Nyberg Street abutting said parcel are waived.
Recorded: April 8, 2014
Recording No: 2014-019813

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: Access and construction and maintenance of a retaining wall and footings
Recorded: April 8, 2014
Recording No: 2014-019814

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: State of Oregon, by and through its Department of Transportation (ODOT)
Purpose: ODOT Access Easement
Recorded: April 8, 2014

Recording No: 2014-019831

Nyberg Rivers Quitclaim

Tualatin City Council
Public Hearing

July 28, 2014





Easements Map

