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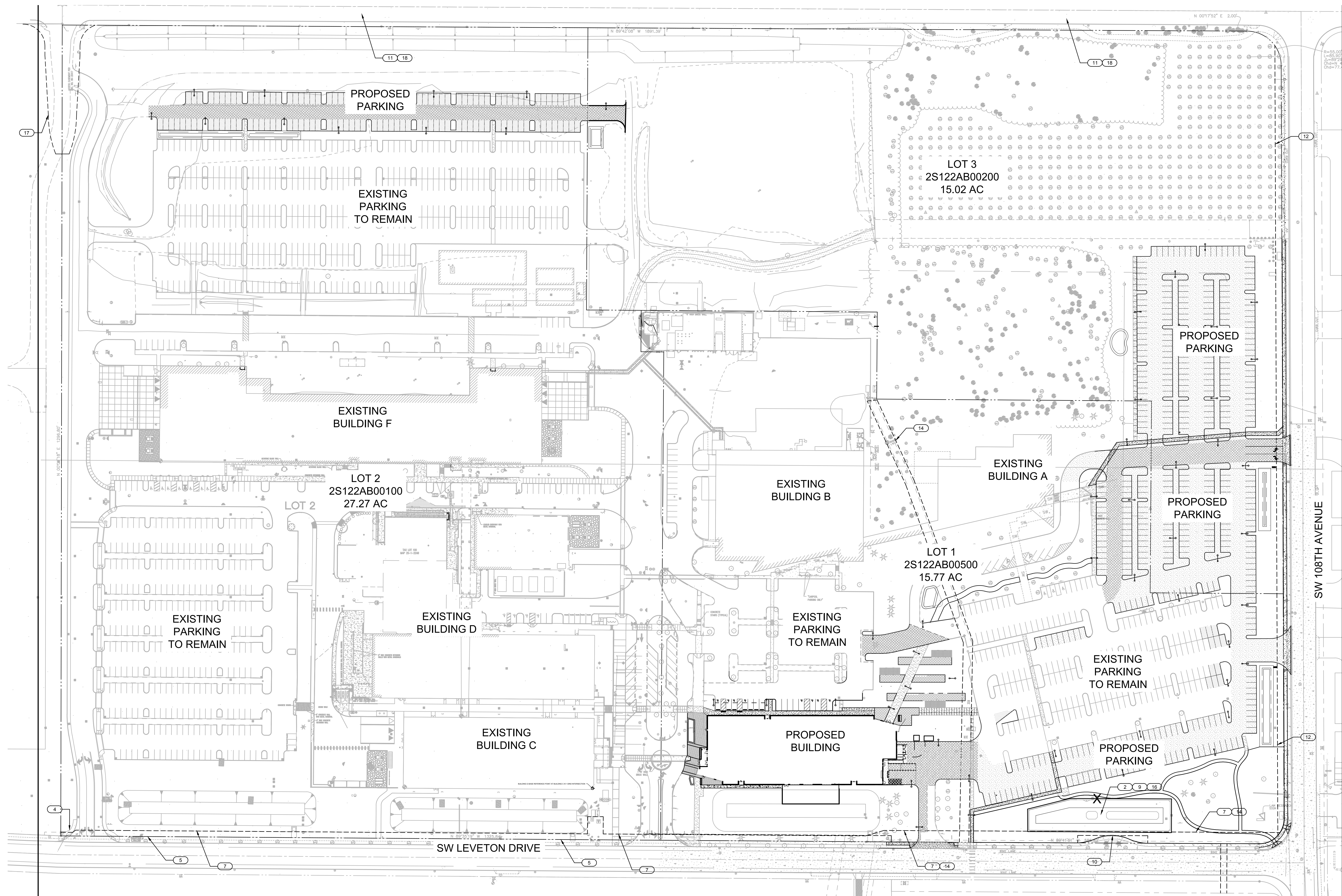
MACKENZIE
DESIGN DRIVEN • CLIENT FOCUSED

Client
LAM RESEARCH



Project
**LAM RESEARCH
TUALATIN**

NEW OFFICE BUILDING



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WITHOUT PRIOR WRITTEN PERMISSION

REVISION SCHEDULE		
Delta	Issued As	Issue Date

SHEET TITLE:
**TITLE REPORT
EASEMENTS
EXHIBIT**

DRAWN BY: SJS

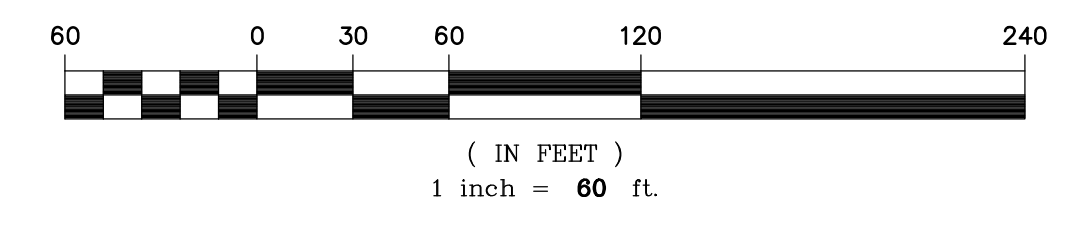
CHECKED BY: BDN

SHEET

EX-2

JOB NO. **2220087.00**

1 EASEMENT EXHIBIT
EX-2 1" = 60'-0"



After Recording Return to:
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, OR 97062

Washington County, Oregon
08/16/2021 08:35:11 AM
D-AE Cnt=1 Stn=61 N MEJIA
\$55.00 \$5.00 \$11.00 \$60.00 \$20.00 - Total =\$151.00



02791235202100886900110114

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



Joe Nelson, Interim Director of Assessment and Taxation, Ex-Officio County Clerk

PRIVATE STORMWATER FACILITIES AGREEMENT

This Agreement is made and entered into this 29 day of JULY 2021, by and between City of Tualatin, a municipal corporation of the State of Oregon (City) and Lam Research Corporation (Owner).

RECITALS

A. Owner has developed or will develop the Facilities listed below. (List the type of private stormwater facilities on site and the quantity of each type).

Facility type: Extended Dry Basin (Pond B) Quantity: 1 @ +/- 18,000 SF

B. The Facilities enable development of property while mitigating the impacts of additional surface water and pollutants associated with stormwater runoff prior to discharge from the property to the public stormwater system. The consideration for this Agreement is connection to the public stormwater system.

C. The property benefited by the Facilities and subject to the obligation of this Agreement is described in Exhibit A (Property) attached hereto and incorporated by reference.

Tax Lot ID 2S122AB00100
11361 SW Leveton Dr Tualatin, OR 97062
North of SW Leveton Drive and West of SW 10th Avenue
Exhibit A – Property Legal Description
Exhibit B – Copy of Recorded Survey
Exhibit C – Pond B Site Map

D. The Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain and treat runoff in accordance with Clean Water Services' Design and Construction Standards.

E. Failure to inspect and maintain the Facilities can result in an unacceptable impact to the public stormwater system.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **OWNER INSPECTIONS** City shall provide Owner an Operations and Maintenance Plan (O&M Plan) for each Facility. Owner agrees to operate, inspect and maintain each Facility in accordance with the current O&M Plan and any subsequent modifications to the Plan. Owner shall maintain a log of inspection activities. The log shall be available to City upon request or during City inspections.
2. **DEFICIENCIES** All aspects in which the Facilities fail to satisfy the O&M Plan shall be noted as “Deficiencies”.
3. **OWNER CORRECTIONS** All Deficiencies shall be corrected at Owner’s expense within thirty (30) days after completion of the inspection. If more than 30 days is reasonably needed to correct a Deficiency, Owner shall have a reasonable period to correct the Deficiency so long as the correction is commenced within the 30-day period and is diligently prosecuted to completion.
4. **CITY INSPECTIONS** Owner grants City the right to inspect the Facilities. City will endeavor to give ten (10) days prior written notice to Owner, except that no notice shall be required in case of an emergency. City shall determine whether Deficiencies need to be corrected. Owner (at the address provided at the end of this Agreement, or such other address as Owner may designate in writing to City) will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 30 days of the date of the notice.
5. **CITY CORRECTIONS** If correction of all Owner or City identified Deficiencies is not completed within thirty (30) days after Owner’s inspection or City notice, City shall have the right to have any Deficiencies corrected. City (i) shall have access to the Facilities for the purpose of correcting such Deficiencies and (ii) shall bill Owner for all costs reasonably incurred by City for work performed to correct the Deficiencies (City Correction Costs) following Owner’s failure to correct any Deficiencies in the Facilities. Owner shall pay City the City Correction Costs within thirty (30) days of the date of the invoice. Owner understands and agrees that upon non-payment, City Correction Costs shall be secured by a lien on the Property for the City Correction Cost amount plus interest and penalties.
6. **EMERGENCY MEASURES** If at any time City reasonably determines that the Facilities create any imminent threat to public health, safety or welfare, City may immediately and without prior notice to Owner take measures reasonably designed to remedy the threat. City shall provide notice of the threat and the measures taken to Owner as soon as reasonably practicable, and charge Owner for the cost of these corrective measures.
7. **FORCE AND EFFECT** This Agreement has the same force and effect as any deed covenant running with the land and shall benefit and bind all owners of the Property present and future, and their heirs, successors and assigns.
8. **AMENDMENTS** The terms of this Agreement may be amended only by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this Agreement, and shall be valid only when executed by the owners of the Property, City, and recorded in the Official Records of the county where the Property is located.
9. **PREVAILING PARTY** In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney’s fees as may be determined by the court having jurisdiction, including any appeal.
10. **SEVERABILITY** The invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement, which can be given effect without such invalid part or parts.

IN WITNESS WHEREOF, Owner and City have signed this Agreement.

NOTARIZE DOCUMENT BELOW

INDIVIDUAL OWNERS SIGN BELOW

CORPORATE, LLC, PARTNERSHIP, TRUST OR OTHER LEGAL ENTITY SIGN BELOW

Owner (Individual)

Lam Research Corporation

(Entity name)

Owner (Individual)

By: Carter Lake

(Sign here for entity)

Title: MANAGING DIRECTOR
LAM RESEARCH CORP.

[Use this notary block if OWNER is an individual.]

STATE OF _____)
County of _____)

~~This instrument was acknowledged before me this _____ day of _____, 20____~~
~~by _____~~

Notary Public

[Use this notary block if OWNER is an entity.]

STATE OF CALIFORNIA)
County of SANTA CRUZ)

This instrument was acknowledged before me on 29 JULY 2021 (date)
by Carter Lake (name of person) as
Managing Director (title) of Lam Research Corporation (name of entity).

SEE ATTACHED

Notary Public

CITY OF TUALATIN

APPROVED AS TO FORM

By: [Signature]

City Manager

[Signature]

City Attorney

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

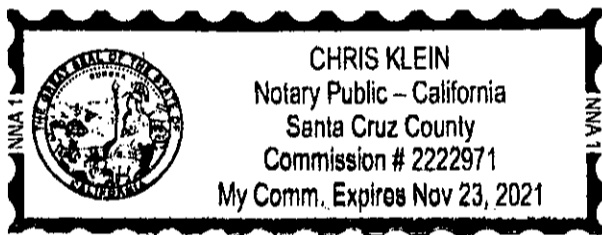
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Santa Cruz }

On 07/29/2021 before me, Chris Klein, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Carter Lake
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Private Storm water Facilities Agreement

Document Date: 07/29/2021 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

TAX LOT 2803
TAX MAP 2S115C

SW 115TH
AVENUE

TL 2500
TM 2S115DC

DAVID'S FOX RUN

NO. 1 AND NO. 2

IRONWOOD

SW TUALATIN ROAD

TAX LOT 100
TAX MAP 2S122BA

TAX LOT 800
TAX MAP 2S122AA

TAX LOT 100
TAX MAP 2S122AB

BLDG F

TAX LOT 200
TAX MAP 2S122BA

CMS

BLDG E

BLDG D
NORTH

TAX LOT 500
TAX MAP 2S122AA

BLDG D

POND B

BLDG C

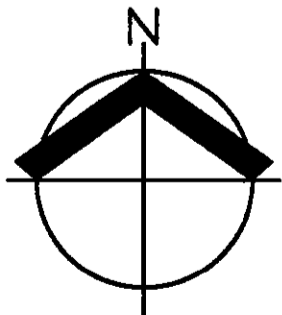
POND A

POND C

SW LEVETON DRIVE

TAX LOT 300
TAX MAP 2S12200

TAX LOT 400
TAX MAP 2S12200



SCALE: 1" = 200 FEET



200 0 40 100 200
ORIGINAL PAGE SIZE: 8.5" x 11"

DATE: 07/09/2021

POND B
SITE MAP

EXHIBIT
C

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD, STE 100
TUALATIN, OR 97062
503.563.6151 WWW.AKS-ENG.COM



DRWN: JDS
CHKD:
AKS JOB:
7860

JUN 9 1989

After recording return to:
City of Tualatin
18880 S. W. Martinazzi Avenue
Tualatin, Oregon 97062-0369
Attn: Jeff Tashman

89-26084
Washington County

55-
le-
FA

DEED OF DEDICATION
PUBLIC RIGHT-OF-WAY AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that First Interstate Bank of Oregon, N.A., as personal representative of the estate of William Leveton, hereinafter "Grantor," hereby grants unto the City of Tualatin, Oregon, a municipal corporation of the State of Oregon, hereinafter "Grantee," its successors in interest and assigns the following described parcels and property rights, upon, over and across Grantor's property, located in Washington County, Oregon, more specifically described as set forth herein.

Grantor hereby covenants to and with the Grantee and Grantee's successors in interest and assigns that Grantor is lawfully seized in fee simple of the premises herein conveyed and granted free and clear of all liens, encumbrances, easements and restrictions, except:

1. Statutory Powers and Assessments of the Unified Sewerage Agency; and
2. Conditions and Restrictions, contained in City of Tualatin Ordinance No. 674-85, adopting the Leveton Tax Increment Plan.

Grantor and its heirs, successors in interest, assigns and personal representatives shall warrant and forever defend the said premises and every part thereof to the Grantee, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the Grantor.

1. Right-of-Way

Grantor conveys to Grantee the following described property with tenements, hereditaments and appurtenances, to be used and held by the Grantee for public street, right-of-way and public utility purposes, bounded and described on Exhibits A, B and C which correspond to three distinct parcels, Parcel No. 100-A-1, Parcel No. 100-B-1 and Parcel No. 300-C-1. Parcels described in Exhibits A and B are portions of Tax Lot 100 and the parcel described in Exhibit C is a portion of Tax Lot 300, all three which are located within Section 22, Township 2 South, Range 1 West of the Willamette Meridian.

2. Permanent Slope Easement (Parcel No. 100-A-2)

Grantor grants to the Grantee the following described property for the purpose of allowing Grantee, its successors in interest and assigns the permanent right to construct, reconstruct, operate and maintain a slope in support of the adjacent Right-of-Way. The permanent slope easement is described as:

A strip of land, located on Tax Lot 100, Section 22, Township 2 South, Range 1 West of the Willamette Meridian, more particularly

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Recorded By
First American Title Insurance Company of Oregon
No. 367826

described as a strip of land 25.00 feet in width adjoining, abutting, and for the full length of the Westerly line of the right-of-way described on Exhibit A. Said permanent slope easement to extend from the quarter section line of said Section 22 to the Southerly Right-of-Way line of Leveton Drive.

Contains an area of 22,676.6 square feet, more or less.

3. Permanent Slope and Utility Easements

Grantor grants to the Grantee the following described property for the purposes of allowing Grantee, its successors in interest and assigns the permanent right to construct, reconstruct, operate and maintain a slope in support of the adjacent public right-of-way, and public utilities, including, but not limited to conduit, lines, pipes and other utility facilities.

The Permanent Slope and Utility Easements are described as follows:

- A. Parcel No. 100-A-3. A strip of land 25.00 feet in width adjoining, abutting, and for the full length of the Easterly line of the Right-of-Way described in Exhibit A. Said Permanent Slope and Utility Easement to extend from the quarter section line of said Section 22 to the Southerly Right-of-Way line of Leveton Drive.

Contains an area of 23,398.3 square feet, more or less.

- D. Parcel No. 100-B-2. A strip of land 25.00 feet in width adjoining, abutting, and for the full length of the Southerly line of the Right-of-Way described in Exhibit B. Said Permanent Slope and Utility Easement to terminate at the quarter section line of said Section 22, referred to in the description of Right-of-Way in Exhibit B.

Also, that portion of said Tax Lot 100 bounded by the following bearings and distances type description:

Commencing at the Point of Beginning of the centerline of the Right-of-Way; thence, S 13° 39' 21" E 80.00 feet; thence, S 76° 20' 39" W 50.00 feet; thence, N 13° 39' 21" W 160.00 feet; thence, N 76° 20' 39" E 95.07 feet; thence, S 00° 03' 39" W 51.47 feet; thence, S 76° 20' 39" W 32.87 feet; thence, S 13° 39' 21" E 30.00 feet to said Point of Beginning.

Also, that portion of said Tax Lot 100 bounded by the following bearings and distances type description;

Commencing at the end point of the Right-of-Way centerline, described in Exhibit B, said point being N 00° 03' 39" E 1303.14 feet from the center of Section 22; thence, S 00° 03' 39" W 80.08 feet; thence, S 87° 27' 19" E 46.53 feet; thence, N 02° 32' 41" E 160.00 feet; thence, N 87° 27' 19" W 53.47 feet; thence S 00° 03' 39" W 80.08 feet to said above described point.

- JUN 9 1989
- Contains an area of 82,703.2 square feet, more or less.
- C. Parcel No. 300-C-2. A strip of land 25.00 feet in width adjoining the Easterly line of the Right-of-Way described in Exhibit C. Said 25.00 foot strip of land to extend from the North line of Lot 3 of "Eddy Acres" more particularly described in Deed recorded in Book 1000 Page 719, Deed Records of Washington County, Oregon, to the point of intersection with the Northerly line of S.W. Herman Road.

Contains an area of 17,913.9 square feet, more or less.

4. Permanent Utility Easements

Grantor grants to the Grantee the following described property for the purpose of allowing Grantee, its successors and assigns the permanent right to construct, reconstruct, operate and maintain a public utilities, including, but not limited to conduit, lines, pipes and other utility facilities.

The Permanent Utility Easements are described as follows:

- A. Parcel No. 100-D-1. A strip of land 60.00 feet in width, being a portion of that parcel of real property described in a deed to William Leveton, recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land lying 30.00 feet on each side of the following described centerline:

Commencing at the terminus of the centerline in the Right-of-Way described in Exhibit B; thence, S 87° 27' 19" E 1327.45 feet at a point on the East line of the West half of the Northwest Quarter of Section 22, said point also being on the East line of Tax Lot 100, Section 22, Township 2 South, Range 1 West of the Willamette Meridian.

Contains an area of 79,464.8 square feet, more or less.

- B. Parcel No. 100-E-1. A portion of that parcel of real property described in a deed to William Leveton, recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said area to be bounded by the following bearings and distances type description.

Commencing at the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, N 89° 52' 01" E 931.25 feet along the East quarter section line to a point on the North line of S.W. Herman Road; thence, N 67° 16' 31" E 88.76 feet along said North Right-of-Way to the Point of Beginning; thence, N 00° 15' 58" W 285.90 feet; thence, S 89° 41' 28" E 320.02 feet to a point on the East line of subject parcel Tax Lot 100; thence, S 00° 15' 58" E 150.41 feet along said East line to the North line of said S.W. Herman Road; thence, S 67° 16' 31" W 346.26 feet along said North line of S.W. Herman Road to the Point of Beginning.

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Contains an area of 69,810.0 square feet, more or less.

- C. Parcel No. 100-F-1. A strip of land 60.00 feet in width, the East line of which being the East line of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land lying 30.00 feet on each side of the following described centerline, the side lines of which extend or terminate at the North line of the above described Permanent Easement Parcel No. 100-E-1:

Commencing at a point on the South line of the above described Permanent Utility Easement Parcel No. 100-D-1, said point being N 87° 27' 19" W 30.04 from the intersection of the South line of said Parcel No. 100-D-1 with said East property line; thence, S 00° 15' 58" E 894.90 feet to the terminus of this center line, said point being N 76° 09' 52" E 1340.70 feet from the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian.

Contains an area of 53,693.7 square feet, more or less.

- D. Parcel No. 100-G-1. A strip of land 25.00 feet in width, being a portion of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 25.00 foot wide strip of land lying 12.5 feet on each side of the following described center line, the sides of which to extend or terminate at the East line of Permanent Easement Parcel No. 100-E-1:

Commencing at the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, S 89° 48' 43" W 862.01 feet along the West quarter section line of said Section 22; thence, N 00° 21' 39" W 26.50 feet to a point on the East line of Permanent Slope and Utility Easement Parcel No. 100-A-3; thence, N 89° 48' 43" E 862.10 feet; thence, N 89° 52' 01" E 925.97 feet; thence, N 67° 16' 31" E 94.43 feet to a point on the West line of Permanent Utility Easement Parcel No. 100-E-1, said point being N 86° 19' 17" E 1015.08 feet from said center of Section 22.

Contains an area of 47,062.4 square feet, more or less.

5. Temporary Construction Easements for Road Construction

Grantor grants to the Grantee the following described property for the purpose of design and construction of a hard surfaced roadway on adjoining property. This temporary construction easement shall expire when construction of the adjoining roadway is completed. Grantee agrees to restore the disturbed portion of the easement areas to as near the same condition as they were found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question, provided that Grantee may rough

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seed in grass the easement areas.

The Temporary Construction Easements for road construction are described as follows:

- A. Parcel No. 100-A-4. A strip of land 50.00 feet in width adjoining, abutting and for the full length of the Westerly line of the Right-of-Way described in Exhibit A. Also, a strip of land 50.00 feet in width adjoining, abutting and for the full length of the Easterly line of the Right-of-Way described in Exhibit A. Said temporary construction easements to extend from the quarter section line of said Section 22 to the Southerly Right-of-Way line of Leveton Drive.

Contains an area of 92,216.5 square feet, more or less.

- B. Parcel No. 100-B-3. A strip of land 50.00 feet in width adjoining, abutting and for the full length of the South line of the Right-of-Way described on Exhibit B. Said temporary construction easement to extend to and terminate at the quarter section line of Section 22.

Contains an area of 32,452.2 square feet, more or less.

- C. Parcel No. 300-C-3. A strip of land 50.00 feet in width adjoining, abutting and for the full length of the East line of the Right-of-Way described in Exhibit C.

Contains an area of 35,684.1 square feet, more or less.

6. Temporary Construction Easements for Drainage

Grantor grants to the Grantee the following described property for the purpose of construction, reconstruction, operation, maintenance and use of a temporary storm drainage facility along the surface of the following described property:

- A. Parcel No. 100-H-1. A strip of land 15.00 feet in width over and across that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon. Said 15.00 foot wide strip of land lying 7.50 feet on each side of the centerline of an existing surface drainage ditch more particularly described as follows:

Commencing at a standard Bernsten type monument marking the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, N 55° 49' 37" W 1046.39 feet to the Point of Beginning of the centerline to be described herein, said point being on the East line of Slope and Utility Easement Parcel No. 100-A-3, said point also being on the centerline of the above referenced existing surface drainage ditch; thence, following said drainage ditch, N 85° 37' 53" E 422.30 feet; thence, N 85° 21' 40" E 520.60 feet; thence, N 84° 36' 13" E 119.83 feet; thence, S 63° 42' 55" E 522.13 feet

DEED OF DEDICATION - Page 5

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to the terminus of this centerline description, said terminus point being N 55° 11' 15" E 795.78 feet, more or less, from said center of Section 22.

Contains an area of 23,722.9 square feet, more or less.

This easement shall expire upon completion and acceptance of alternate drainage improvements located in Permanent Utility Easement Parcel No. 100-G-1.

7. Temporary Construction Easement for Construction of Utility Facility

- A. Grantor grants to the Grantee the following described property for the purpose of design and construction of a permanent utility along adjoining land. This temporary construction easement shall expire upon completion and acceptance of utility improvements within Permanent Utility Easement Parcel No. 100-G-1. Grantee agrees to restore the disturbed portion of temporary easement area to as near the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question, provided that Grantee may rough seed in grass the temporary easement area.

The following construction easement for utility facilities is described as follows:

Parcel No. 100-G-2. A 50.00 foot wide strip of land adjoining and abutting the North line of the above described Permanent Utility Easement Parcel No. 100-G-1. The side lines of said Temporary Construction Easement are to be extended or terminated at the West line of Temporary Construction Easement Parcel No. 100-E-2.

Contains an area of 94,124.8 square feet, more or less.

- B. Grantor grants to the Grantee the following described property for the purpose of design and construction of a permanent utility along adjoining land. This temporary construction easement shall expire upon completion and acceptance of utility improvements within Permanent Utility Easement Parcel No. 100-E-1. Grantee agrees to restore the disturbed portion of temporary easement area to as near the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question, provided that Grantee may rough seed in grass the temporary easement area.

Parcel No. 100-E-2. A 50.00 foot wide strip of land adjoining and abutting the North and West lines of the above described Permanent Utility Easement Parcel No. 100-E-1. The side lines of said Temporary Construction Easement are to be extended or terminated at the North line of Temporary Construction Easement Parcel No. 100-G-2.

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JUN 9 1989

Contains an area of 25,762.1 square feet, more or less.

Grantee shall and does hereby Indemnify and hold Grantor, its heirs, successors, assigns, employees and agents harmless from and against all losses, costs, claims or damages of any nature including (without limitation) taxes, liens, levies, assessments, attorneys' fees, court costs and other costs and expenses arising out of, related to, or in any way connected with the exercise of rights granted by the easements herein described.

Grantor reserves the right to use the surface of the land on which easements are granted for use which are not inconsistent with and do not interfere with the use of the subject easements. No building or other utility shall be placed upon, under or within the property subject to the foregoing easements without the written permission of the City. Except with respect to easements which are designed to use the surface of the ground, upon completion of the construction, reconstruction, operation and maintenance of the easement rights, Grantee shall restore the disturbed portion of the easement area to as near the same condition as it was found before such work was undertaken, such restoration to be completed as soon as practicable after consummation of the work in question, provided Grantee may rough seed in grass those areas which were planted in cash crops at the time they were disturbed. Notwithstanding the foregoing nothing contained herein shall be construed as requiring Grantee to maintain landscaping, parking, and any other ground surface improvements made or constructed by Grantor or Grantor's heirs, successors or assigns.

The true and actual consideration for this transfer is \$184,310.00.

Executed this 5th day of May, 1989.

FIRST INTERSTATE BANK OF OREGON, N.A.,
personal representative of the
Estate of William Leveton

BY [Signature]

NAME James M. Wilson

TITLE Vice President

BY [Signature]

NAME David R. Allen

TITLE Assistant Vice President

JUN 9 1989

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this fifth day of May, 1989, before me, the undersigned, a Notary Public, personally appeared James M. Wilson, the Vice President and David R. Allen, the Assistant Vice President of First Interstate Bank of Oregon, N.A. personal representative of the Estate of William Leveton, and acting on behalf of the bank and of the Estate, acknowledged the foregoing Instrument as the voluntary act and deed of the bank and the Estate.

Notary Public for Oregon
My Commission Expires _____

Sylvia T. Jones
SYLVIA T. JONES
NOTARY PUBLIC OREGON
My Commission Expires 6-10-89

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EXHIBIT A

RIGHT-OF-WAY ACQUISITION Parcel No. 100-A-1

A strip of land 60.00 feet in width, being a portion of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land bounded by the following bearings and distances type description:

Commencing at a standard Bernsten type monument marking the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, S 89° 48' 32" W 947.01 feet along the quarter section line to the Point of Beginning of said Right-of-Way to be described herein; thence, N 00° 21' 39" W 780.11 feet to the beginning of a nontangent compound curve to the left having a radius of 370.00 feet through a central angle of 11° 54' 38", the long chord of which bears N 06° 18' 58" W 76.78 feet to the point of compound curvature, said point being the beginning of a nontangent curve to the left having a radius of 50.00 feet through a central angle of 92° 59' 13", the long chord of which bears N 56° 45' 53" W 72.53 feet to a point on the South Right-of-Way line of Leveton Drive, described on Exhibit B, thence following said South Right-of-Way along a nontangent curve to the left having a radius of 1030.00 feet through a central angle 08° 32' 30", the long chord of which bears N 70° 28' 15" E 153.41 feet; thence, departing said South Right-of-Way, along a nontangent compound curve to the left having a radius of 50.00 feet through a central angle of 80° 53' 52", the long chord of which bears S 25° 45' 04" W 64.88 feet to the point of compound curvature, said point being the beginning of a nontangent curve to the left having a radius of 430.00 feet through a central angle of 14° 20' 13", the long chord of which bears S 7° 31' 46" E 107.32 feet; thence, S 00° 21' 39" E 780.29 feet to a point on said quarter section line of Section 22; thence, along said line S 89° 48' 32" W 60.00 feet to the Point of Beginning of this description.

Contains an area of 56,213 square feet, more or less.

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EXHIBIT B

RIGHT-OF-WAY ACQUISITION Parcel No. 100-B-1

A strip of land 60.00 feet in width, being a portion of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land lying 30.00 feet on each side of the following described centerline:

Commencing at a standard Bernsten type monument marking the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, N 54° 05' 03" W 1493.25 feet to the Point of Beginning of said centerline; thence, along said centerline N 76° 20' 39" E 156.42 feet to the beginning of a tangent curve to the left having a radius of 1000.00 feet through a central angle of 05° 59' 29" the long chord of which bears N 73° 20' 55" E 104.52 feet, said point being the intersection of this centerline with that centerline described in Right-of-Way Acquisition for the Parcel described in Exhibit A at Equation Station 2+60.99=17+39.11; thence, continuing along said 1000.00 foot radius curve through a central angle of 11° 00' 13" the long chord of which bears N 64° 51' 04" E 191.75 feet; thence, N 59° 20' 58" E 393.60 feet to the beginning of a tangent curve to the right having a radius of 600.00 feet through a central angle of 33° 11' 44" the long chord of which bears N 75° 56' 49" E 342.78 feet; thence, S 87° 27' 19" E 114.00 feet to a point on the quarter section line of said Section 22, said point being N 00° 03' 39" E 1303.14 feet from the center of Section 22.

Contains an area of 78,495.6 square feet, more or less.

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Dla

JUN 9 1989

EXHIBIT C

RIGHT-OF-WAY ACQUISITION Parcel No. 300-C-1

Commencing at the Southwesterly corner of Lot 3 of "Eddy Acres", more particularly described in Deed recorded in Book 1000, Page 719, Deed Records of Washington County, Oregon, said Southwesterly corner being on the North-erly line of S.W. Herman Road.

Thence along the West line of said Lot 3 N 00° 06' 34" E 769.71 feet to the Northwest corner; thence, N 89° 48' 43" E along the North line 30.46 feet; thence, S 00° 21' 39" E 703.96 feet to the beginning of a tangent curve to the left having a radius of 15.00 feet through a central angle of 67° 38' 11" the long chord of which bears S 56° 32' 34" E 24.92 feet; thence, N 67° 16' 31" E 252.22 feet to the East line of said Lot 3; thence, S 00° 05' 11" W along the East line 28.21 feet to the Southeast corner; thence, S 67° 16' 31" W 314.14 feet, more or less, to the beginning of this description.

Contains an area of 32,845.7 square feet, more or less.

STATE OF OREGON }
County of Washington } SS

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

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

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After recording return to:
City of Tualatin P.O. Box 369
18880 S. W. Martinazzi Avenue
Tualatin, Oregon 97062-0369

89-26084
Washington County

89-30633
Washington County

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DEED OF DEDICATION
PUBLIC RIGHT-OF-WAY AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that First Interstate Bank of Oregon, N.A., as personal representative of the estate of William Leveton, hereinafter "Grantor," hereby grants unto the City of Tualatin, Oregon, a municipal corporation of the State of Oregon, hereinafter "Grantee," its successors in interest and assigns the following described parcels and property rights, upon, over and across Grantor's property, located in Washington County, Oregon, more specifically described as set forth herein.

Grantor hereby covenants to and with the Grantee and Grantee's successors in interest and assigns that Grantor is lawfully seized in fee simple of the premises herein conveyed and granted free and clear of all liens, encumbrances, easements and restrictions, except:

1. Statutory Powers and Assessments of the Unified Sewerage Agency; and
2. Conditions and Restrictions, contained in City of Tualatin Ordinance No. 674-85, adopting the Leveton Tax Increment Plan.

Grantor and its heirs, successors in interest, assigns and personal representatives shall warrant and forever defend the said premises and every part thereof to the Grantee, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the Grantor.

1. Right-of-Way

Grantor conveys to Grantee the following described property with tenements, hereditaments and appurtenances, to be used and held by the Grantee for public street, right-of-way and public utility purposes, bounded and described on Exhibits A, B and C which correspond to three distinct parcels, Parcel No. 100-A-1, Parcel No. 100-B-1 and Parcel No. 300-C-1. Parcels described in Exhibits A and B are portions of Tax Lot 100 and the parcel described in Exhibit C is a portion of Tax Lot 300, all three which are located within Section 22, Township 2 South, Range 1 West of the Willamette Meridian.

2. Permanent Slope Easement (Parcel No. 100-A-2)

Grantor grants to the Grantee the following described property for the purpose of allowing Grantee, its successors in interest and assigns the permanent right to construct, reconstruct, operate and maintain a slope in support of the adjacent Right-of-Way. The permanent slope easement is described as:

A strip of land, located on Tax Lot 100, Section 22, Township 2 South, Range 1 West of the Willamette Meridian, more particularly

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First American Title Insurance Company of Oregon
No. 367826

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described as a strip of land 25.00 feet in width adjoining, abutting, and for the full length of the westerly line of the right-of-way described on Exhibit A. Said permanent slope easement to extend from the quarter section line of said Section 22 to the Southerly Right-of-Way line of Leveton Drive.

Contains an area of 22,676.6 square feet, more or less.

3. Permanent Slope and Utility Easements

Grantor grants to the Grantee the following described property for the purposes of allowing Grantee, its successors in interest and assigns the permanent right to construct, reconstruct, operate and maintain a slope in support of the adjacent public right-of-way, and public utilities, including, but not limited to conduit, lines, pipes and other utility facilities.

The Permanent Slope and Utility Easements are described as follows:

- A. Parcel No. 100-A-3. A strip of land 25.00 feet in width adjoining, abutting, and for the full length of the easterly line of the Right-of-Way described in Exhibit A. Said Permanent Slope and Utility Easement to extend from the quarter section line of said Section 22 to the southerly Right-of-Way line of Leveton Drive.

Contains an area of 23,398.3 square feet, more or less.

- B. Parcel No. 100-B-2. A strip of land 25.00 feet in width adjoining, abutting, and for the full length of the southerly line of the Right-of-Way described in Exhibit B. Said Permanent Slope and Utility Easement to terminate at the quarter section line of said Section 22, referred to in the description of Right-of-Way in Exhibit B.

Also, that portion of said Tax Lot 100 bounded by the following bearings and distances type description:

Commencing at the Point of Beginning of the centerline of the Right-of-Way; thence, S 13° 39' 21" E 80.00 feet; thence, S 76° 20' 39" W 50.00 feet; thence, N 13° 39' 21" W 160.00 feet; thence, N 76° 20' 39" E 95.07 feet; thence, S 00° 03' 39" W 51.47 feet; thence, S 76° 20' 39" W 32.87 feet; thence, S 13° 39' 21" E 30.00 feet to said Point of Beginning.

Also, that portion of said Tax Lot 100 bounded by the following bearings and distances type description;

Commencing at the end point of the Right-of-Way centerline, described in Exhibit B, said point being N 00° 03' 39" E 1303.14 feet from the center of Section 22; thence, S 00° 03' 39" W 80.08 feet; thence, S 87° 27' 19" E 46.53 feet; thence, N 02° 32' 41" E 160.00 feet; thence, N 87° 27' 19" W 53.47 feet; thence S 00° 03' 39" W 80.08 feet to said above described point.

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2 2



- 1981
- Contains an area of 82,703.2 square feet, more or less.
- C. Parcel No. 300-C-2. A strip of land 25.00 feet in width adjoining the Easterly line of the Right-of-Way described in Exhibit C. Said 25.00 foot strip of land to extend from the North line of Lot 3 of "Eddy Acres" more particularly described in Deed recorded in Book 1000 Page 719, Deed Records of Washington County, Oregon, to the point of intersection with the Northerly line of S.W. Herman Road.

Contains an area of 17,913.9 square feet, more or less.

4. Permanent Utility Easements

Grantor grants to the Grantee the following described property for the purpose of allowing Grantee, its successors and assigns the permanent right to construct, reconstruct, operate and maintain a public utilities, including, but not limited to conduit, lines, pipes and other utility facilities.

The Permanent Utility Easements are described as follows:

- A. Parcel No. 100-D-1. A strip of land 60.00 feet in width, being a portion of that parcel of real property described in a deed to William Levaton, recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land lying 30.00 feet on each side of the following described centerline:

Commencing at the terminus of the centerline in the Right-of-Way described in Exhibit B; thence, S 87° 27' 19" E 1327.45 feet at a point on the East line of the West half of the Northwest Quarter of Section 22, said point also being on the East line of Tax Lot 100, Section 22, Township 2 South, Range 1 West of the Willamette Meridian.

Contains an area of 79,464.8 square feet, more or less.

- B. Parcel No. 100-E-1. A portion of that parcel of real property described in a deed to William Levaton, recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said area to be bounded by the following bearings and distances type description.

Commencing at the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, N 89° 52' 01" E 931.25 feet along the East quarter section line to a point on the North line of S.W. Herman Road; thence, N 67° 16' 31" E 88.76 feet along said North Right-of-Way to the Point of Beginning; thence, N 00° 15' 58" W 285.90 feet; thence, S 89° 41' 28" E 320.02 feet to a point on the East line of subject parcel Tax Lot 100; thence, S 00° 15' 58" E 150.41 feet along said East line to the North line of said S.W. Herman Road; thence, S 67° 16' 31" W 346.26 feet along said North line of S.W. Herman Road to the Point of Beginning.

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Contains an area of 69,810.0 square feet, more or less.

- C. Parcel No. 100-F-1. A strip of land 60.00 feet in width, the East line of which being the East line of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land lying 30.00 feet on each side of the following described centerline, the side lines of which extend or terminate at the North line of the above described Permanent Easement Parcel No. 100-E-1:

Commencing at a point on the South line of the above described Permanent Utility Easement Parcel No. 100-D-1, said point being N 87° 27' 19" W 30.04 from the intersection of the South line of said Parcel No. 100-D-1 with said East property line; thence, S 00° 15' 58" E 894.90 feet to the terminus of this center line, said point being N 76° 09' 52" E 1340.70 feet from the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian.

Contains an area of 53,693.7 square feet, more or less.

- D. Parcel No. 100-G-1. A strip of land 25.00 feet in width, being a portion of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 25.00 foot wide strip of land lying 12.5 feet on each side of the following described center line, the sides of which to extend or terminate at the East line of Permanent Easement Parcel No. 100-E-1:

Commencing at the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, S 89° 48' 43" W 862.01 feet along the West quarter section line of said Section 22; thence, N 00° 21' 39" W 26.50 feet to a point on the East line of Permanent Slope and Utility Easement Parcel No. 100-A-3; thence, N 89° 48' 43" E 862.10 feet; thence, N 89° 52' 01" E 925.97 feet; thence, N 67° 16' 31" E 94.43 feet to a point on the West line of Permanent Utility Easement Parcel No. 100-E-1, said point being N 86° 19' 17" E 1015.08 feet from said center of Section 22.

Contains an area of 47,062.4 square feet, more or less.

5. Temporary Construction Easements for Road Construction

Grantor grants to the Grantee the following described property for the purpose of design and construction of a hard surfaced roadway on adjoining property. This temporary construction easement shall expire when construction of the adjoining roadway is completed. Grantee agrees to restore the disturbed portion of the easement areas to as near the same condition as they were found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question, provided that Grantee may rough

seed in grass the easement areas.

The Temporary Construction Easements for road construction are described as follows:

- A. Parcel No. 100-A-4. A strip of land 50.00 feet in width adjoining, abutting and for the full length of the Westerly line of the Right-of-Way described in Exhibit A. Also, a strip of land 50.00 feet in width adjoining, abutting and for the full length of the Easterly line of the Right-of-Way described in Exhibit A. Said temporary construction easements to extend from the quarter section line of said Section 22 to the Southerly Right-of-Way line of Leveton Drive.

Contains an area of 92,216.5 square feet, more or less.

- B. Parcel No. 100-B-3. A strip of land 50.00 feet in width adjoining, abutting and for the full length of the South line of the Right-of-Way described on Exhibit B. Said temporary construction easement to extend to and terminate at the quarter section line of Section 22.

Contains an area of 32,452.2 square feet, more or less.

- C. Parcel No. 300-C-3. A strip of land 50.00 feet in width adjoining, abutting and for the full length of the East line of the Right-of-Way described in Exhibit C.

Contains an area of 35,684.1 square feet, more or less.

6. Temporary Construction Easements for Drainage

Grantor grants to the Grantee the following described property for the purpose of construction, reconstruction, operation, maintenance and use of a temporary storm drainage facility along the surface of the following described property:

- A. Parcel No. 100-H-1. A strip of land 15.00 feet in width over and across that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon. Said 15.00 foot wide strip of land lying 7.50 feet on each side of the centerline of an existing surface drainage ditch more particularly described as follows:

Commencing at a standard Bernsten type monument marking the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, N 55° 49' 37" W 1046.39 feet to the Point of Beginning of the centerline to be described herein, said point being on the East line of Slope and Utility Easement Parcel No. 100-A-3, said point also being on the centerline of the above referenced existing surface drainage ditch; thence, following said drainage ditch, N 85° 37' 53" E 422.30 feet; thence, N 85° 21' 40" E 520.60 feet; thence, N 84° 36' 13" E 119.83 feet; thence, S 63° 42' 55" E 522.13 feet

DEED OF DEDICATION - Page 5

5 5

to the terminus of this centerline description, said terminus point being N 56° 11' 15" E 795.78 feet, more or less, from said center of Section 22.

Contains an area of 23,722.9 square feet, more or less.

This easement shall expire upon completion and acceptance of alternate drainage improvements located in Permanent Utility Easement Parcel No. 100-G-1.

7. Temporary Construction Easement for Construction of Utility Facility

- A. Grantor grants to the Grantee the following described property for the purpose of design and construction of a permanent utility along adjoining land. This temporary construction easement shall expire upon completion and acceptance of utility improvements within Permanent Utility Easement Parcel No. 100-G-1. Grantee agrees to restore the disturbed portion of temporary easement area to as near the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question, provided that Grantee may rough seed in grass the temporary easement area.

The following construction easement for utility facilities is described as follows:

Parcel No. 100-G-2. A 50.00 foot wide strip of land adjoining and abutting the North line of the above described Permanent Utility Easement Parcel No. 100-G-1. The side lines of said Temporary Construction Easement are to be extended or terminated at the West line of Temporary Construction Easement Parcel No. 100-E-2.

Contains an area of 94,124.8 square feet, more or less.

- B. Grantor grants to the Grantee the following described property for the purpose of design and construction of a permanent utility along adjoining land. This temporary construction easement shall expire upon completion and acceptance of utility improvements within Permanent Utility Easement Parcel No. 100-E-1. Grantee agrees to restore the disturbed portion of temporary easement area to as near the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question, provided that Grantee may rough seed in grass the temporary easement area.

Parcel No. 100-E-2. A 50.00 foot wide strip of land adjoining and abutting the North and West lines of the above described Permanent Utility Easement Parcel No. 100-E-1. The side lines of said Temporary Construction Easement are to be extended or terminated at the North line of Temporary Construction Easement Parcel No. 100-G-2.

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Contains an area of 25,762.1 square feet, more or less.

Grantee shall and does hereby indemnify and hold Grantor, its heirs, successors, assigns, employees and agents harmless from and against all losses, costs, claims or damages of any nature including (without limitation) taxes, liens, levies, assessments, attorneys' fees, court costs and other costs and expenses arising out of, related to, or in any way connected with the exercise of rights granted by the easements herein described.

Grantor reserves the right to use the surface of the land on which easements are granted for use which are not inconsistent with and do not interfere with the use of the subject easements. No building or other utility shall be placed upon, under or within the property subject to the foregoing easements without the written permission of the City. Except with respect to easements which are designed to use the surface of the ground, upon completion of the construction, reconstruction, operation and maintenance of the easement rights, Grantee shall restore the disturbed portion of the easement area to as near the same condition as it was found before such work was undertaken, such restoration to be completed as soon as practicable after consummation of the work in question, provided Grantee may rough seed in grass those areas which were planted in cash crops at the time they were disturbed. Notwithstanding the foregoing nothing contained herein shall be construed as requiring Grantee to maintain landscaping, parking, and any other ground surface improvements made or constructed by Grantor or Grantor's heirs, successors or assigns.

The true and actual consideration for this transfer is \$184,310.00.

Executed this 5th day of May, 1989.

FIRST INTERSTATE BANK OF OREGON, N.A.,
personal representative of the
Estate of William Leveton

BY [Signature]

NAME James M. Wilson

TITLE Vice President

BY [Signature]

NAME David R. Allen

TITLE Assistant Vice President

DEED OF DEDICATION - Page 7

7 7

1989

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this Fifth day of May, 1989, before me, the undersigned, a Notary Public, personally appeared James M. Wilson, the Vice President and David R. Allen, the Assistant Vice President of First Interstate Bank of Oregon, N.A. personal representative of the Estate of William Leveton, and acting on behalf of the bank and of the Estate, acknowledged the foregoing instrument as the voluntary act and deed of the bank and the Estate.

Notary Public for Oregon
My Commission Expires _____

Sylvia T. Jones
SYLVIA T. JONES
NOTARY PUBLIC OREGON
My Commission Expires 6-10-89

The undersigned, Stephen A. Rhodes, City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to Resolution No. 2332-89, does hereby approve and accept the foregoing Deed of Dedication Public Right-of-Way and Easements

on behalf of _____
Dated this 26 day of June, 1989.

Stephen A. Rhodes
City Manager

After recording is made to:
City of Tualatin
P. O. Box 369
Tualatin, OR 97062

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JUL 6 1989

EXHIBIT A

RIGHT-OF-WAY ACQUISITION Parcel No. 100-A-1

A strip of land 60.00 feet in width, being a portion of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land bounded by the following bearings and distances type description:

Commencing at a standard Bernsten type monument marking the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, S 89° 48' 32" W 947.01 feet along the quarter section line to the Point of Beginning of said Right-of-Way to be described herein; thence, N 00° 21' 39" W 780.11 feet to the beginning of a nontangent compound curve to the left having a radius of 370.00 feet through a central angle of 11° 54' 38", the long chord of which bears N 06° 18' 58" W 76.78 feet to the point of compound curvature, said point being the beginning of a nontangent curve to the left having a radius of 50.00 feet through a central angle of 92° 59' 13", the long chord of which bears N 58° 45' 53" W 72.53 feet to a point on the South Right-of-Way line of Leveton Drive, described on Exhibit E, thence following said South Right-of-Way along a nontangent curve to the left having a radius of 1030.00 feet through a central angle 08° 32' 30", the long chord of which bears N 70° 28' 15" E 153.41 feet; thence, departing said South Right-of-Way, along a nontangent compound curve to the left having a radius of 50.00 feet through a central angle of 80° 53' 52", the long chord of which bears S 25° 45' 04" W 64.88 feet to the point of compound curvature, said point being the beginning of a nontangent curve to the left having a radius of 430.00 feet through a central angle of 14° 20' 13", the long chord of which bears S 7° 31' 46" E 107.32 feet; thence, S 00° 21' 39" E 780.29 feet to a point on said quarter section line of Section 22; thence, along said line S 89° 48' 32" W 60.00 feet to the Point of Beginning of this description.

Contains an area of 56,213 square feet, more or less.

DEED OF DEDICATION - Page 9

9 9

EXHIBIT B

RIGHT-OF-WAY ACQUISITION Parcel No. 100-B-1

A strip of land 60.00 feet in width, being a portion of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said 60.00 foot wide strip of land lying 30.00 feet on each side of the following described centerline:

Commencing at a standard Bernsten type monument marking the center of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, N 54° 05' 03" W 1493.25 feet to the Point of Beginning of said centerline; thence, along said centerline N 76° 20' 39" E 156.42 feet to the beginning of a tangent curve to the left having a radius of 1000.00 feet through a central angle of 05° 59' 29" the long chord of which bears N 73° 20' 55" E 104.52 feet, said point being the intersection of this centerline with that centerline described in Right-of-Way Acquisition for the Parcel described in Exhibit A at Equation Station 2+60.99=17+39.11; thence, continuing along said 1000.00 foot radius curve through a central angle of 11° 00' 13" the long chord of which bears N 64° 51' 04" E 191.75 feet; thence, N 59° 20' 58" E 323.60 feet to the beginning of a tangent curve to the right having a radius of 600.00 feet through a central angle of 33° 11' 44" the long chord of which bears N 75° 56' 49" E 342.78 feet; thence, S 87° 27' 19" E 114.00 feet to a point on the quarter section line of said Section 22, said point being N 00° 03' 39" E 1303.14 feet from the center of Section 22.

Contains an area of 78,495.6 square feet, more or less.

DEED OF DEDICATION - Page 10

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EXHIBIT C

RIGHT-OF-WAY ACQUISITION Parcel No. 300-C-1

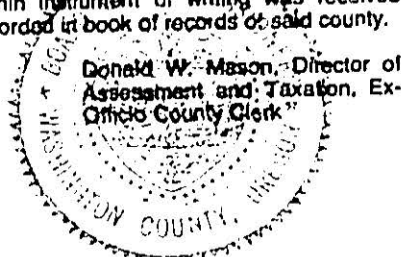
Commencing at the Southwesterly corner of Lot 3 of "Eddy Acres", more particularly described in Deed recorded in Book 1000, Page 719, Deed Records of Washington County, Oregon, said Southwesterly corner being on the North-erly line of S.W. Herman Road.

Thence along the West line of said Lot 3 N 00° 06' 34" E 769.71 feet to the Northwest corner; thence, N 89° 48' 43" E along the North line 30.46 feet; thence, S 00° 21' 39" E 703.96 feet to the beginning of a tangent curve to the left having a radius of 15.00 feet through a central angle of 67° 38' 11" the long chord of which bears S 56° 32' 34" E 24.92 feet; thence, N 67° 16' 31" E 252.22 feet to the East line of said Lot 3; thence, S 00° 05' 11" W along the East line 28.21 feet to the Southeast corner; thence, S 67° 16' 31" W 314.14 feet, more or less, to the beginning of this description.

Contains an area of 32,845.7 square feet, more or less.

STATE OF OREGON }
County of Washington } SS

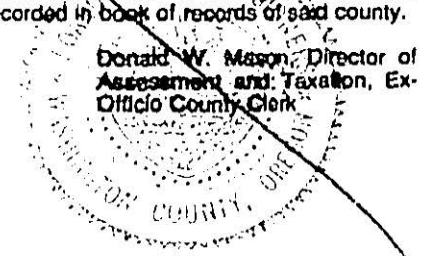
I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 89030633
Rect: 13231 61.00
07/06/1989 01:18:49PM

STATE OF OREGON }
County of Washington } SS

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



Doc : 89026084
Rect: 11611 61.00
06/09/1989 03:39:41PM

DEED OF DEDICATION - Page 11

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89-53170
Washington County

DEED OF DEDICATION AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Oki America, Inc., a Delaware Corporation, hereinafter called the GRANTOR, does hereby dedicate to the CITY OF TUALATIN, a municipal corporation of the State of Oregon, hereinafter called the GRANTEE, its successors in interest and assigns, subject to the reservations and limitations hereinafter set forth, the following described real property situated in Washington County, Oregon:

Recorded by
First American Title Insurance Company of Oregon
No. 369760

A tract of land described by metes and bounds under the caption "property acquisition" on Exhibit A, attached hereto and made a part hereof for all purposes, hereinafter referred to as "right-of-way," and the right to use another tract of land described on Exhibit A under the caption of "permanent slope and utility easement," hereinafter referred to as "slope easement," and the right to use another tract of land described on Exhibit A under the caption of "temporary construction easement" and hereinafter referred to as "construction easement."

GRANTOR hereby covenants to and with the GRANTEE and GRANTEE'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the premises herein dedicated free and clear of all liens, encumbrances, easements and restrictions, created or suffered by Grantor.

GRANTOR warrants that it is lawfully seized in fee simple of the property and rights herein conveyed and he and his representatives, successors and assigns shall warrant and forever defend the property and rights and every part thereof to the GRANTEE, its successors in interest and assigns against the claims and demands of all persons claiming by, through or under the GRANTOR.

The slope easement area is granted for the purposes of construction, reconstruction, maintenance and repair of a public, slope in support of the adjacent public right-of-way. The GRANTEE its successors in interest and assigns will be obligated to hold GRANTOR harmless from all costs, expenses, and liabilities of any nature associated with the use, construction, operation and maintenance of the slope easement. The slope easement shall

1-6

NOV 1 1989

be perpetual and shall run with the land encompassing the adjacent right-of-way. It is understood that GRANTEE shall never be required to remove the slope materials and related improvements placed by it on said property, nor to maintain any landscaping or other improvements on said property, nor shall GRANTEE be subject to any damages to GRANTOR, or GRANTOR'S heirs, successors or assigns, by reason thereof, or by reason of any change of grade of the highway abutting on said property.

The construction easement area is granted for the purposes of construction, reconstruction, maintenance and repair of a public highway, a slope adjacent thereto and related improvements, which improvements will be opened to public use. The GRANTEE its successors in interest and assigns will be obligated to hold GRANTOR harmless from all costs, expenses, and liabilities of any nature associated with the use, construction, operation and maintenance of the construction easement and of the construction easement area. The construction easement shall expire one year after commencement of construction of the public highway.

GRANTOR reserves the right to use the surface of the land on which the easements are granted for uses which are not inconsistent with and do not interfere with the use of the subject easements. Upon completion of the construction, reconstruction, operation and maintenance of the adjacent public highway, slope and related improvements within the right-of-way, slope and construction easements, the GRANTEE shall restore the disturbed portion of the construction easement area to as near the same condition as practicable before such work was undertaken, repair all damage to GRANTOR'S property, remove all construction debris and return the soil in the construction easement area to its existing grade, such restoration, repair, removal and return to be completed as soon as practicable after consummation of the work in question. Notwithstanding the foregoing nothing contained herein shall be construed as requiring the GRANTEE its successors in interest or assigns to maintain landscaping, parking or any other ground surface improvement made or constructed by GRANTOR, its agents, heirs, successors or assigns.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$10,484.00, however the actual consideration consists of or includes other property or other value given or promised.

Deed of Dedication and Easement - Page 2

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NOV 1 1989

THE INSTRUMENT WILL 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 APPROVED USES.

IN WITNESS WHEREOF, GRANTOR has executed this deed and easement this 30th day of October, 1989.

Oki America, Inc.

Tetsuo Banno
Authorized Signature
GRANTOR

STATE OF NEW JERSEY)
County of BERGEN) ss.

The foregoing instrument was acknowledged before me this 30th day of October, 1989 by T. Banno, Executive Vice President of OKI America, Inc. a Corporation, on behalf of the corporation.

VIRGINIA B. Mc CLOUGHAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: 2/24/90

Virginia B. McCloughan
Notary Public for ~~Oregon~~ New Jersey
My Commission Expires: 2/24/90

OKI AMERICA, INC.
3 University Plaza
Sixth Floor
Hackensack, New Jersey 97061
Grantor's name and address

Decd of Dedication and Easement - Page 3

3



NOV 1 1989
CITY OF TUALATIN
P.O. Box 369
Tualatin, Oregon 97062
Grantee's name and address

After recording, return to Grantee. Until a change is requested,
all tax statements shall be sent to the above address.

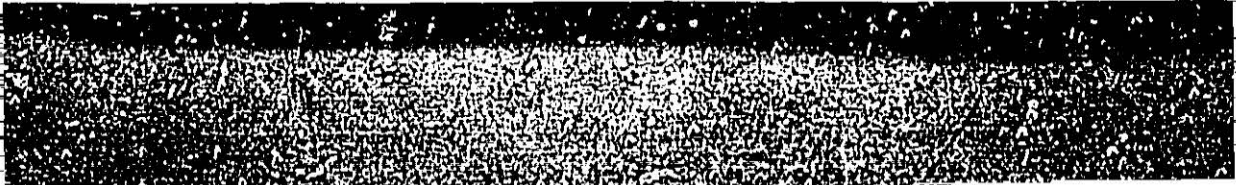
The undersigned City Recorder of the City of Tualatin, being
duly authorized and directed by the City Council of the City of
Tualatin, pursuant to Resolution No. 2401-89, does hereby approve
and accept the foregoing Deed of Dedication and Easement on
behalf of the City of Tualatin.

DATED this 31st day of October, 1989.

Stephen A. Rhodes
City Recorder

Deed of Dedication and Easement - Page 4

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NOV 1 1989

EXHIBIT A

PROPERTY ACQUISITION

A parcel of land in the Northeast Quarter of Section 22, Township 2 South, Range 1 West of the Willamette Meridian, said parcel of land being a portion of that certain real property described in a Deed to Oki America, Inc., recorded as Document No. 89-32858, Deed Records of Washington County, Oregon. Said portion being more particularly described as follows:

Commencing at a 2" brass disc marking the Northeast corner of said Section 22, said point also being on the centerline of SW Tualatin Road; thence, North $89^{\circ}44'37''$ West 679.43 feet along the centerline of said SW Tualatin Road; thence, South $00^{\circ}15'19''$ East 30.00 feet to an iron rod at the South Right-of-Way of said SW Tualatin Road; thence, continuing South $00^{\circ}15'19''$ East 629.85 feet along the West line of County Road No. 1278, also known as SW 108th Avenue, to a $5/8''$ iron rod, said point being the True Point of Beginning; thence, continuing along said West line of SW 108th Avenue South $00^{\circ}15'19''$ East 669.85 feet to a $5/8''$ iron rod at the Southeast corner of that parcel of land Deeded to Oki America, Inc. and recorded as Document No. 89-32858, Deed Records of Washington County, Oregon; thence North $89^{\circ}44'20''$ West 52.36 feet along the South line of said parcel of land deeded to Oki America, Inc. through a convex tangent curve to the left having a radius of 40.00 feet through a central angle of $90^{\circ}30'59''$, the long chord of which bears North $45^{\circ}00'11''$ East 56.82 feet; thence, North $00^{\circ}15'19''$ West 629.49 feet to a $5/8''$ iron rod; thence, South $89^{\circ}44'30''$ East 12.00 feet to the True Point of Beginning.

Contains an area of 0.19 acres, more or less.

PERMANENT SLOPE EASEMENT

A strip of land 10.00 feet in width adjoining, abutting and for the full length of the South line of that property described in a Deed to Oki America, Inc. recorded as Document No. 89-32858, Deed Records of Washington County, Oregon. Said Permanent Slope Easement to extend from the North quarter section line of Section 22 to the West line of SW 108th Avenue.

Contains an area of 0.44 acres, more or less.

Deed of Dedication and Easement - Exhibit A - Page 5

5

NOV 1 1989

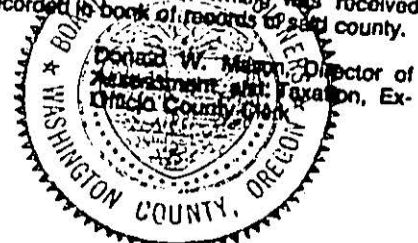
TEMPORARY CONSTRUCTION EASEMENT

A strip of land 50.00 feet in width adjoining, abutting and for the full length of the North line of the above described Permanent Slope Easement. Said Temporary Construction Easement to extend from the North quarter section line of Section 22 to the West line of SW 108th Avenue.

Contains an area of 2.22 acres, more or less.

STATE OF OREGON }
County of Washington } SS

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



Doc : 89053170
Rect: 21010
11/01/1989 04:11:18PM 38.00

Deed of Dedication and Easement - Exhibit A - Page 6

6



Washington County, Oregon
03/22/2002 02:50:08 PM
D-E Cnt#4 Str#11 C WHITE
\$20.00 \$15.00 \$8.00 \$11.00 - Total=\$52.00

2002-033655

AFTER RECORDING, RETURN TO:

Howard M. Feuerstein, Esq.
Steel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204



00071493200200336550120129

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

Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



DECLARATION OF ROADWAY, UTILITY, CROSS-ACCESS AND PARKING EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION OF ROADWAY, UTILITY, CROSS-ACCESS AND
PARKING EASEMENTS AND RESTRICTIVE COVENANTS is made this ____ day of
_____, 2002, by NOVELLUS SYSTEMS, INC., a California corporation
("Declarant").

Recitals

A. Declarant is the owner of Parcels 1, 2 and 3 of Partition Plat 2001-058 (Recorded as Document No. 2001082729), Washington County, Oregon. Such parcels are referred to in this Declaration as Parcels 1, 2 and 3, respectively.

B. Declarant wishes to establish certain easements for roadway, utilities and cross-access and parking over portions of the Parcels for the benefit of other Parcels. Declarant also wishes to establish no-build covenants on portions of the Parcels for the benefit of other portions of the Parcels.

NOW, THEREFORE, Declarant hereby declares that the Parcels shall be held, sold and conveyed subject to the following easements and covenants, which shall run with the Parcels, and each and every parcel or portion thereof, and shall be binding upon all parties having or acquiring any right, title or interest therein, and shall inure to the benefit of any successor to Declarant in the ownership thereof.

1. **Roadway Easement.** Parcels 1 and 2 shall have a nonexclusive right of way and easement over and upon that portion of Parcel 3 described in the attached **Exhibit 'A' and 'A-1'** (the "**Roadway**") for use as a roadway for ingress and egress to and from such Parcels, which easements shall be for the benefit of each and every portion of Parcels 1 and 2. The owner of Parcel 3 shall be responsible for maintaining the Roadway in good operating condition. The owners of Parcels 1 and 2 shall each reimburse the owner of Parcel 3 for one-third of the costs of



maintaining the Roadway. Such amounts shall be due and payable within fifteen (15) days after written notice of the amount owing.

2. **Utility Easement.**

Parcel 3 shall have a nonexclusive easement over Parcel 1 at the location shown on the attached Exhibit 'B' and 'B-1' for utilities, including but not limited to storm sewer, sanitary sewer, and water line serving Parcel 3. Parcel 3 shall be responsible for maintaining such utility lines.

3. **Water Line.** Parcel 1 shall have a nonexclusive easement over Parcel 2 for a water line at the location shown on the attached Exhibit 'C' and 'C-1'. The cost of maintaining such water line shall be by the owner of Parcel 1.

4. **Cross-Access and Parking Easements.** Parcels 1, 2 and 3 shall be subject to nonexclusive reciprocal cross-access and parking easements over all driveways and parking areas as may from time to time be located on such Parcels for the purpose of vehicular and pedestrian access, ingress and egress, and parking. The owner of the respective Parcel upon which the driveway and parking area exists shall be responsible for maintaining the driveway and parking area at its own expense in good condition.

5. **No-Build Zone Covenants.** Those portions of the Parcel 1 described in the attached Exhibit 'D', "D-1" and 'D-2-' (the "No-Build Zones") shall be subject to a covenant in favor of Parcel 2 prohibiting construction of any structures or buildings within the No-Build Zone.

6. **Reimbursement for Damages.** The owner of any Parcel, which is the grantee of any easement under this Declaration, shall be responsible for repairing any damage to the easement area caused by such owner or such owner's employees, agents or contractors.

7. **Indemnification.** The owner of each Parcel shall forever defend, indemnify and hold the other owners harmless from any claim, loss or liability arising out of or in any way connected with such owner's use of the easements created by this Declaration.

8. **Benefits and Burdens.** The benefits and burdens of the easements and covenants created by this Declaration shall run with the Parcels so benefited or burdened. Such easements and covenants are also for the benefit of any present or future mortgagee or holders of deeds of trust on any portions of the Parcels.

9. **Remedies.** In the event of any breach of the provisions of this Declaration, the aggrieved party or parties shall be entitled to exercise any remedy provided by law or equity, including the remedies of injunction and/or specific performance. Any reimbursement owing under Section 1 of this Agreement shall bear interest on the unpaid amount from the due date at the rate of fifteen percent (15%) per annum until paid. In the event litigation is commenced to enforce or interpret the provisions of this Declaration, the prevailing party shall be entitled to recover from the other party, in addition to all other costs and damages, reasonable attorneys' fees at trial, in arbitration or upon any appeal or petition for review thereof.



to recover from the other party, in addition to all other costs and damages, reasonable attorneys' fees at trial, in arbitration or upon any appeal or petition for review thereof.

10. **Amendment or Termination.** No portion of this Declaration may be amended or terminated without the written consent of the owner of the affected Parcels, together with the holders of any mortgage or deed of trust on the affected Parcels. In addition, any such amendment or termination shall require the written approval of the City of Tualatin.

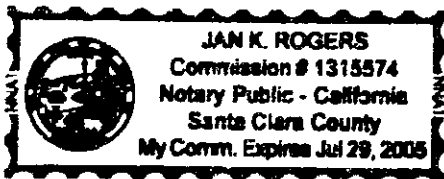
11. **Notices.** Any notice under this Declaration shall be in writing and shall be effective when actually delivered, or if mailed, posted as certified mail, return receipt requested, postage prepaid. Mail to the owner of a Parcel shall be directed to the mail address of the Parcel in question, or if there is no such address, to the address of the record owner at the address for tax statements shown on the real property tax records of Washington County, Oregon, or to such other address as the owner may specify by notice to the other owners. Notice to the holder of any mortgage or deed of trust shall be sent to the lender at the address shown on the recorded mortgage or deed of trust, or to such other address as the holder may have specified by notice to the owners.

NOVELLUS SYSTEMS, INC., a California corporation

By Kevin S. Royal
Title CHIEF FINANCIAL OFFICER

STATE OF CALIFORNIA)
)ss.
County of SANTA CLARA)

The foregoing instrument was acknowledged before me this 18th day of MARCH, 2006 by KEVIN S. ROYAL, CEO of NOVELLUS SYSTEMS, INC., a California corporation, on its behalf.



Jan K. Rogers
Notary Public for NOVELLUS SYSTEMS INC.
My commission expires: JULY 29, 2005



2002-33855

EXHIBIT "A"

NOVELLUS SITE

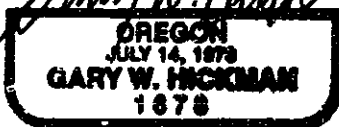
COMMON ACCESS EASEMENT

A tract of land located in a portion of Parcel 3 of Partition Plat 2001-058, recorded as Document No. 2001-082729 of Washington County records, located in the Northeast Quarter of Section 22, Township Two South, Range One West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said Parcel 3 as shown on Partition Plat 2001-058; thence following the west line of said Parcel 3, North 00°06'18" East a distance of 386.01 feet; thence leaving said west line of Parcel 3, South 89°53'42" East a distance of 75.00 feet; thence South 00°06'18" West a distance of 386.41 feet to a point on the South line of said Parcel 3; thence following the South line of said Parcel 3, North 89°35'19" West a distance of 75.00 feet to the "Point of Beginning", having an area of 28,965.5 square feet, 0.66 acres.

File: 20113_Access

Date: Wednesday, February 26, 2002



RENEWAL DATE 06/30/03

DATE OF SIGNATURE 02/28/02

S.W. TUALATIN ROAD

PARTITION PLAT 2001-058
DOC. NO. 2001-082729

PARCEL 3

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary W. Hickman
OREGON
JULY 14, 1978
GARY W. HICKMAN
1978

RENEWAL DATE 06, 30, 03
DATE OF SIGNATURE 03, 4, 02

L58
L55
L56
L54
N 00°06'18" E 451.01'
L57

COMMON ACCESS EASEMENT
28965.5 SQ. FT.
0.66 ACRES

N 89°35'19" W 1054.99'

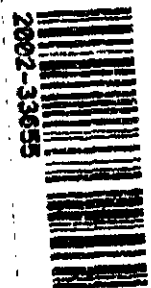
PARCEL 1

POINT OF BEGINNING
OF DESCRIPTION

PARCEL 2

S.W. 108th AVENUE

L54	N 00°06'18" E	386.01'
L55	S 89°53'42" E	75.00'
L56	S 00°06'18" W	386.41'
L57	N 89°35'19" W	75.00'
L58	N 00°06'18" E	65.00'



S.W. LEVETON DRIVE

EXHIBIT A-1

COMMON ACCESS EASEMENT
LOCATED IN PARCEL 3 OF PARTITION
PLAT 2001-058, IN THE NE 1/4 OF SECTION 22,
12S, R1W, W.M., CITY OF TUALAH, WASHINGTON COUNTY, OR

DWG NO. 20113, VIEW 4
DATE: 2/26/02



2002-35635

EXHIBIT "B"

NOVELLUS SITE

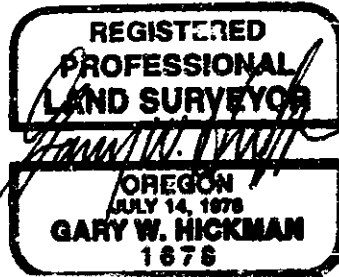
GENERAL UTILITY EASEMENT

A tract of land located in a portion of Parcel 1 of Partition Plat 2001-058, as recorded as Document No. 2001-082729 of Washington County records, as located in a the Northeast Quarter of Section 22, Township Two South, Range One West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

The West 30.00 feet of said Parcel 1 of Partition Plat 2001-058.
Containing an area of 25,373.8 square feet, 0.58 acres.

File: 20113_util

Date: Wednesday, February 26, 2002



RENEWAL DATE 06, 30, 03
DATE OF SIGNATURE 02, 28, 02

S.W. TUALATIN ROAD

PARTITION PLAT 2001-058
DOC. NO. 2001-082729

PARCEL 3

REGISTERED
PROFESSIONAL
LAND SURVEYOR
GARY W. HICKMAN
OREGON
JULY 14, 1978
GARY W. HICKMAN
1978

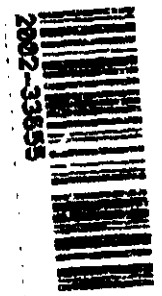
RENEWAL DATE *06/30/03*
DATE OF SIGNATURE *03/4/02*

PARCEL 1

PARCEL 2

30.0ft

GENERAL UTILITY EASEMENT
25373.8 SQ. FT.
0.58 ACRES



S.W. 108th AVENUE

S.W. LEVETON DRIVE

EXHIBIT B-1

GENERAL UTILITY EASEMENT
LOCATED IN PARCEL 1 OF PARTITION
PLAT 2001-058, IN THE NE 1/4 OF SECTION 22,
T2S, R1W, W.M., CITY OF TUALATIN, WASHINGTON COUNTY, OR

DWG NO. 20113, VIEW 3
DATE: 2/26/02



2002-33855

EXHIBIT "C"

NOVELLUS SITE

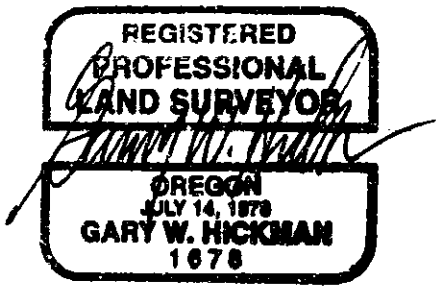
PRIVATE WATER LINE EASEMENT

A tract of land located in a portion of Parcel 2 of Partition Plat 2001-058, recorded as Document No. 2001-082729 of Washington County records, located in the Northeast Quarter of Section 22, Township Two South, Range One West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the west line of said Parcel 2 that bears South 00°24'41" West a distance of 85.81 feet from the corner common to Parcels 1, 2 and 3 as shown on Partition Plat 2001-058; thence leaving said west line of Parcel 2, South 89°35'19" East a distance of 2.92 feet; thence North 45°24'41" East a distance of 116.85 feet; thence South 89°35'19" East a distance of 86.94 feet; thence South 00°24'41" West a distance of 137.02 feet; thence South 84°40'03" West a distance of 18.28 feet; thence North 00°24'41" East a distance of 117.51 feet; thence North 89°35'19" West a distance of 73.12 feet; thence South 45°24'41" West a distance of 103.65 feet; thence North 89°35'19" West a distance of 7.89 feet to a point on the west line of Parcel 2; thence following the west line of said Parcel 2, North 00°24'41" East a distance of 12.00 feet to the "Point of Beginning", having an area of 5,409.5 square feet, 0.12 acres

File: 20113W3

Date: Wednesday, February 26, 2002



RENEWAL DATE 01, 30, 03
DATE OF SIGNATURE 02, 28, 02

S.W. TUALATIN ROAD

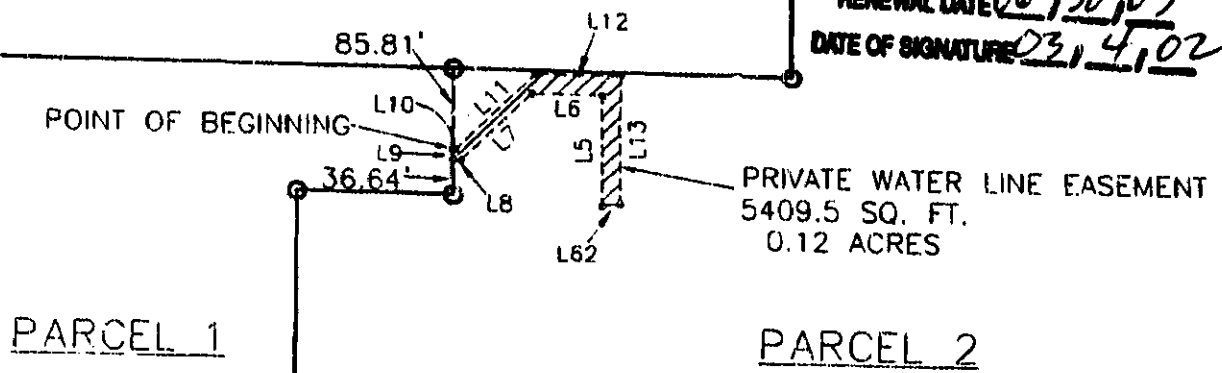
PARTITION PLAT 2001-058
DOC. NO. 2001-082729

PARCEL 3

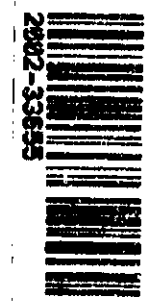
LINE	BEARING	DISTANCE
L5	N 00°24'41" E	117.51'
L6	N 89°35'19" W	73.12'
L7	S 45°24'41" W	103.65'
L8	N 89°35'19" W	7.89'
L9	N 00°24'41" E	12.00'
L10	S 89°35'19" E	2.52'
L11	N 45°24'41" E	116.85'
L12	S 89°35'19" E	86.94'
L13	S 00°24'41" W	137.02'
L62	S 84°40'03" W	18.28'

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary W. Hickman
OREGON
JULY 14, 1979
GARY W. HICKMAN
1978

RENEWAL DATE 06, 30, 03
DATE OF SIGNATURE 03, 4, 02



S.W. 108th AVENUE



S.W. LEVETON DRIVE

EXHIBIT C-1

PRIVATE WATER LINE EASEMENTS
LOCATED IN PARCEL 2 OF PARTITION
PLAT 2001-058, IN THE NE 1/4 OF SECTION 22,
T2S, R1W, W.M., CITY OF TUALATIN, WASHINGTON COUNTY, OR

DWG NO. 20113, VIEW D2
DATE: 2/26/02



2002-33855

EXHIBIT "D"

NOVELLUS SITE

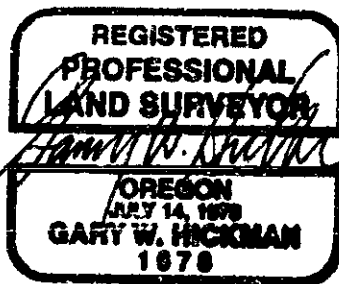
NO-BUILD EASEMENT NO.1

A tract of land located in a portion of Parcel 1 of Partition Plat 2001-058, recorded as Document No. 2001-082729 of Washington County records, located in the Northeast Quarter of Section 22, Township Two South, Range One West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the corner common to Parcel 1, Parcel 2 and S.W. Leveton Drive as shown on Partition Plat 2001-058; thence following the line common to said Parcel 1 and Parcel 2, North 00°24'41" East a distance of 399.55 feet; thence North 89°35'19" West a distance of 96.59 feet to the "Point of Beginning"; thence South 00°24'41" West a distance of 31.11 feet; thence North 89°35'19" West a distance of 236.15 feet; thence North 00°24'41" East a distance of 31.11 feet to a point on the line common to said Parcel 1 and Parcel 2; thence following the line common to said Parcel 1 and Parcel 2, South 89°35'19" East a distance of 236.15 feet to the "Point of Beginning", having an area of 7,364.6 square feet, 0.17 acres.

File: 20113_NBE1

Date: Wednesday, February 26, 2002



RENEWAL DATE 06, 30, 03

DATE OF SIGNATURE 02, 28, 02



2682-33655

EXHIBIT "D-1"

NOVELLUS SITE

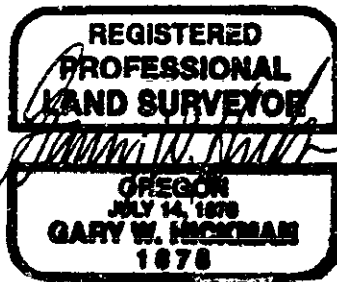
NO-BUILD EASEMENT NO.2

A tract of land located in a portion of Parcel 1 of Partition Plat 2001-058, recorded Document No. 2001-082729 of Washington County records, located in the Northeast Quarter of Section 22, Township Two South, Range One West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the corner common to Parcel 1, Parcel 2 and Parcel 3 as shown on Partition Plat 2001-058; thence following the line common to said Parcel 1 and Parcel 2, South 00°24'41" West a distance of 95.27 feet to the "Point of Beginning"; thence South 00°24'41" West a distance of 39.19 feet; thence North 89°35'19" West a distance of 21.05 feet; thence leaving said common line to Parcel 1 and Parcel 2, North 00°24'41" East a distance of 39.19 feet; thence South 89°35'19" East a distance of 21.05 feet to the "Point of Beginning", having an area of 824.9 square feet, 0.02 acres.

File: 20113_NBE2

Date: Wednesday, February 26, 2002



RENEWAL DATE 06, 30, 03
DATE OF SIGNATURE 02, 28, 02

S.W. TUALATIN ROAD

PARTITION PLAT 2001-058
DOC. NO. 2001-082729

PARCEL 3

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Gary W. Hickman
OREGON
JULY 14, 1978
GARY W. HICKMAN
1978



RENEWAL DATE 02/30/03
DATE OF SIGNATURE 03/4/02

PARCEL 1

NO-BUILD EASEMENT NO.2
824.9 SQ. FT.
0.02 ACRES

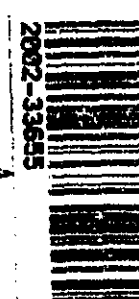
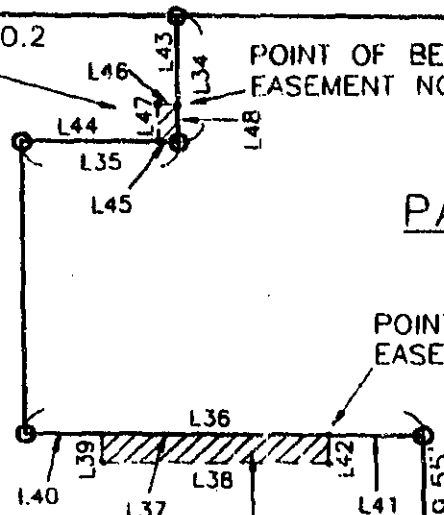
POINT OF BEGINNING
EASEMENT NO.2

PARCEL 2

POINT OF BEGINNING
EASEMENT NO.1

NO-BUILD EASEMENT NO.1
7346.6 SQ. FT.
0.17 ACRES

L34	S 00°24'41" W	134.46'
L35	S 89°35'19" E	162.59'
L36	S 89°35'19" E	411.63'
L37	S 89°35'19" E	236.15'
L38	N 89°35'19" W	236.15'
L39	S 00°24'41" W	31.11'
L40	S 89°35'19" E	78.88'
L41	S 89°35'19" E	96.59'
L42	S 00°24'41" W	31.11'
L43	S 00°24'41" W	95.27'
L44	S 89°35'19" E	141.54'
L45	S 89°35'19" E	21.05'
L46	N 89°35'19" W	21.05'
L47	N 00°24'41" E	39.19'
L48	S 00°24'41" W	39.19'



S.W. 108th AVENUE

S.W. LEVETON DRIVE

EXHIBIT D-2

NO-BUILD EASEMENTS

LOCATED IN PARCEL 1 OF PARTITION
PLAT 2001-058, IN THE NE 1/4 OF SECTION 22,
T2S, R1W, W.M., CITY OF TUALATIN, WASHINGTON COUNTY, OR

DWG NO. 20113, VIEW 2
DATE: 2/26/02

Washington County, Oregon
04/15/2002 04:05:51 PM 2002-044680
D-E Cnt=1 Str=11 C WHITE
\$35.00 \$8.00 \$11.00 - Total=\$52.00



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



CITY OF TUALATIN
18880 SW MARTINAZZI AVENUE
TUALATIN OR 97062-7092

COVER PAGE FOR RECORDING

Name(s) of Transaction(s): WATER LINE EASEMENT

Names of Person (Grantor, Grantee, etc.): NOVELLUS SYSTEMS INC. (GRANTOR)
AND CITY OF TUALATIN (GRANTEE)

After recording, return to: **CITY OF TUALATIN**
EXECUTIVE SECRETARY
18880 SW MARTINAZZI AVENUE
TUALATIN OR 97062-7092

Consideration Statement: 0

Until a change is requested, all tax statements shall be sent to the following address:

Novellus Systems Inc.

11155 SW Leveton Drive

Tualatin OR 97062

NOTE: A LEGIBLE MAP IS ON FILE WITH THE CITY OF TUALATIN.
sec:recordccv:fm (R-10/25/00)

CB-02-09



2002-44680



CITY OF TUALATIN, OREGON

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Novelius Systems, Inc. (the "GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors in interest and assigns, the permanent right to design, construct, reconstruct, operate and maintain a Water Line on the following described land:

See attached legal description(s) and map of description(s)

TO HAVE AND TO HOLD, the described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, landscaping, parking, and other uses undertaken by the GRANTOR that are not inconsistent and do not interfere with the use of the subject easement area by the CITY. No building or utility shall be placed upon, under or within the property subject to this easement during its term without the written permission of the CITY.

Except as otherwise provided, upon completion of construction by CITY on the easement, the CITY shall restore the property's disturbed surface to the condition reasonably similar to the previous state, and shall indemnify and hold the GRANTOR harmless against all loss, costs, or damage arising out of the exercise of the rights granted. Nothing in this easement shall be construed as requiring the CITY, its successors in interest or assigns to maintain landscaping, walkways, parking or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors in interest or assigns.

The true and actual consideration paid for this transfer consists of \$ 0 or includes other property or other value given or promised, the receipt of which is acknowledged by the GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances and that GRANTOR, and the GRANTOR'S heirs and personal representatives shall warrant and forever defend the premises to the CITY, its agents, successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.



2002-44680

Executed this 15th day of MARCH, 2002.

Kevin S. Royal
Signature

KEVIN ROYAL
Name (print or type)

CHIEF FINANCIAL OFFICER
Title

Signature

Name (print or type)

Title

CALIFORNIA)
STATE OF OREGON)
SANTA CLARA) SS
County of Washington)

On this _____ day of _____, before me, the undersigned, a Notary Public, personally appeared _____, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____
Notary Public for Oregon

My Commission Expires: _____

CITY OF TUALATIN, OREGON

By Steve Wheeler
City Manager

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to Ordinance 787-89, approves and accepts the foregoing Deed of Dedication on behalf of the City of Tualatin.

Dated this 8 day of April, 2007.

Steve Wheeler
City Manager



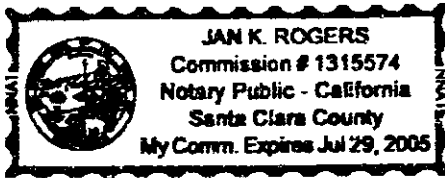
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SANTA CLARA } ss.

On MARCH 18, 2002, before me, JAN K. ROGERS, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared KEVIN S. ROYAL
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Jan K. Rogers
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CITY OF TUALATIN, OR - WATER LINE EASEMENT

Document Date: _____ Number of Pages: _____

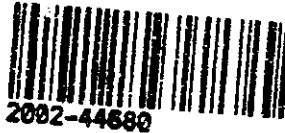
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
- Corporate Officer — Title(s): KEVIN S ROYAL - CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Signer Is Representing: _____



2002-44680

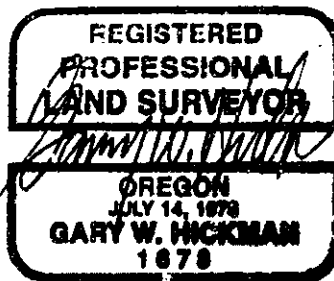
**NOVELLUS SITE
PUBLIC WATER LINE EASEMENT NO.1**

A tract of land located in a portion of Parcel 2 of Partition Plat 2001-058, recorded as Document No. 2001-082729 of Washington County records, located in the Northeast Quarter of Section 22, Township Two South, Range One West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

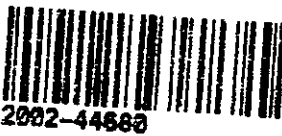
Beginning at a point on the south line of said Parcel 2 that bears South 89°41'51" East a distance of 59.86 feet from the corner common to Parcel 1, Parcel 2 and S.W. Leveton Drive as shown on Partition Plat 2001-058; thence leaving said south line of Parcel 2, North 01°08'05" East a distance of 318.89 feet; thence North 20°01'40" West a distance of 268.52 feet; thence North 24°42'14" West a distance of 146.95 feet to a point from which the corner common to Parcels 1, 2 and 3 bears North 47°24'44" West a distance of 211.55 feet; thence North 83°46'10" East a distance of 15.81 feet; thence South 24°42'14" East a distance of 142.55 feet; thence South 20°01'40" East a distance of 271.94 feet; thence South 01°08'05" West a distance of 321.48 feet to a point on the south line of said Parcel 2; thence following the south line of said Parcel 2, North 89°41'51" West a distance of 15.00 feet to the "Point of Beginning", having an area of 11,027.4 square feet, 0.25 acres

File: 20113W1

Date: Wednesday, February 26, 2002



RENEWAL DATE 02, 30, 03
DATE OF SIGNATURE 02, 28, 02



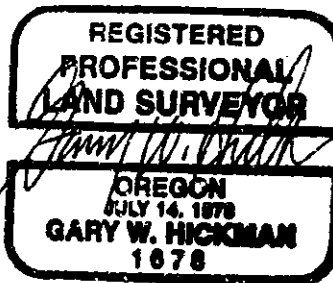
NOVELLUS SITE

PUBLIC WATER LINE EASEMENT NO. 2

A tract of land located in a portion of Parcel 1 and Parcel 2 of Partition Plat 2001-058, recorded as Document No. 2001-082729 of Washington County records, located in the Northeast Quarter of Section 22, Township Two South, Range One West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said Parcel 1; thence following the west line of said Parcel 1, thence North 00°06'18" East a distance of 5.87 feet; thence leaving the west line of said Parcel 1, South 89°35'19" East a distance of 19.06 feet; thence North 52°57'46" East a distance of 5.76 feet; thence South 89°35'19" East a distance of 80.83 feet; thence South 89°35'19" East a distance of 736.30 feet; thence North 00°26'48" East a distance of 27.44 feet; thence North 89°59'00" East a distance of 25.08 feet; thence South 00°25'23" West a distance of 27.63 feet; thence South 89°35'19" East a distance of 419.04 feet; thence North 73°33'29" East a distance of 30.55 feet; thence South 89°41'51" East a distance of 632.09 feet to a point on the easterly line of said Parcel 2; thence following the south line of said Parcels 2 and Parcel 1, following the arc of a curve turning to the right having a radius of 40.00 feet, with an arc length of 39.84 feet (chord bears South 61°46'20" West 38.21 feet); thence North 89°41'51" West a distance of 586.82 feet; thence North 89°35'19" West a distance of 1325.84 feet to the "Point of Beginning", having an area of 24,412.3 square feet, 0.56 acres, more or less.

File: 20113W2
Date: Wednesday, February 26, 2002



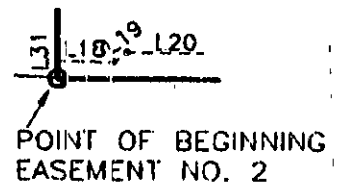
RENEWAL DATE 01/30/03
DATE OF SIGNATURE 02/26/02

S.W. TUALATIN ROAD

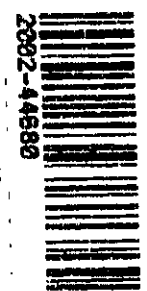
PARTITION PLAT 2001-058
DOC. NO. 2001-082729

PARCEL 3

LINE	BEARING	DISTANCE
L1	N 01°08'05" E	318.89'
L2	N 20°01'40" W	268.52'
L3	N 24°42'14" W	146.95'
L14	S 24°42'14" E	142.55'
L15	S 20°01'40" E	271.94'
L16	S 01°08'05" W	321.48'
L17	N 89°41'51" W	15.00'
L18	S 89°35'19" E	19.06'
L19	N 52°57'46" E	5.76'
L20	S 89°35'19" E	80.83'
L21	S 89°35'19" E	736.30'
L22	N 00°26'48" E	27.44'



DETAIL "A"
NOT TO SCALE



L23	N 89°59'00" E	25.08'
L24	S 00°25'23" W	27.63'
L25	S 89°35'19" E	419.04'
L26	N 73°33'29" E	30.55'
L29	N 89°41'51" W	586.82'
L30	N 89°35'19" W	1325.84'
L31	N 00°06'18" E	5.87'
L33	S 89°41'51" E	632.09'
L60	N 83°46'10" E	15.81'
L61	N 47°24'44" W	211.55'

PARCEL 1

REGISTERED PROFESSIONAL LAND SURVEYOR
Clary W. Hickman
OREGON
JULY 14, 1978
CLARY W. HICKMAN
1978

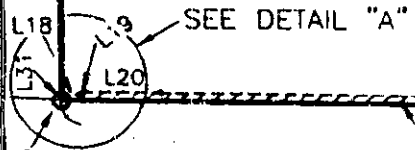
RENEWAL DATE: 06/30/03
DATE OF SIGNATURE: 03/4/02

PUBLIC WATER LINE EASEMENT NO. 1
11027.4 SQ. FT.
0.25 ACRES

S.W. 108th AVENUE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	40.00'	39.84'	38.21'	S 61°16'20" W	57°03'39"

PARCEL 2



SEE DETAIL "A"

TIE TO P.O.B. NO. 1
S 89°41'51" E 59.86'

POINT OF BEGINNING EASEMENT NO. 2

DWG NO. 20113, VIEW 1
DATE: 2/26/02

PUBLIC WATER LINE EASEMENT NO. 2
24412.3 SQ. FT.
0.56 ACRES

POINT OF BEGINNING EASEMENT NO. 1

PUBLIC WATER LINE EASEMENTS

LOCATED IN PARCELS 1 AND 2 OF PARTITION PLAT 2001-058, IN THE NE 1/4 OF SECTION 22, T2S, R1W, W.M., CITY OF TUALATIN, WASHINGTON COUNTY, OR

S.W. LEVETON DRIVE



02333252201700846610050054

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

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



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



REVOCABLE PERMIT (Right-of-Way)

The City of Tualatin ("City"), pursuant to Resolution No. 5338-17, hereby grants LAM Research ("Permitee") the right to encroach upon and occupy a portion of public right-of-way, as more particularly described in Exhibit A ("Legal Description") and as depicted on Exhibit B ("Map") for the purpose of crossing the right-of-way with a private fiber optic network connection ("Encroachment"), subject to the terms and conditions set forth herein.

The City grants the permit on the condition that Permitee promises and agrees to comply with the following terms, conditions, and restrictions:

1. The Encroachment as constructed must pass inspection by the City confirming it complies with all applicable Codes of the City of Tualatin including, but not limited to, structural safety, traffic, sanitation, land use, and fire requirements.
2. In constructing and maintaining the Encroachment, Permitee agrees to comply with the plans and specifications approved by the City and all applicable permits.
3. Permitee must maintain the Encroachment in good order and must immediately notify the City of any dangers to person or property, or any dangerous conditions, that exist with regard to the Encroachment, which are either known or discovered by Permitee.
4. Permitee assumes all risk of damage to its Encroachment, and any buildings, structures, utilities, or other appurtenances connected to the Encroachment, resulting from, or arising out of, any and all uses of the public right-of-way by the City, its officers, employees, agents, and the general public.

5. Permittee must defend, indemnify, and hold harmless the City, its officers, agents, and employees, against any and all claims for damages of any kind attributable to Permittee and which is caused or alleged to have been caused as a result of the Encroachment or this Permit, whether such damage or injury results from normal operation or accident or any other cause.
6. The placing of the Encroachment in a portion of the aforesaid public right-of-way will not give to Permittee, or anyone else, any permanent right to its continued or exclusive occupancy.
7. This Permit is revocable by the City, in its sole discretion, for any reason. City will provide Permittee at least 180 days prior written notice and provide the effective date of the revocation in the notice, on or before the effective date of the revocation, Permittee, at its own expense, will remove the Encroachment from City's right-of-way; and, failing to do so, the City may cause removal of the Encroachment at the cost and expense of Permittee, including any and all legal costs and attorney fees..
8. Permittee's obligations under the provisions of this Permit are binding upon all of the heirs, successors, and assigns of Permittee.
9. In the event Permittee includes more than one person or entity, all such persons or entities are jointly and severally liable for all conditions herein.
10. Any construction within the right-of-way requires a Public Works Permit and compliance with all applicable codes and regulations.

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ACCEPTED, and the conditions hereof acknowledged and agreed to the 25th
day of September, 2017.

Permitee:

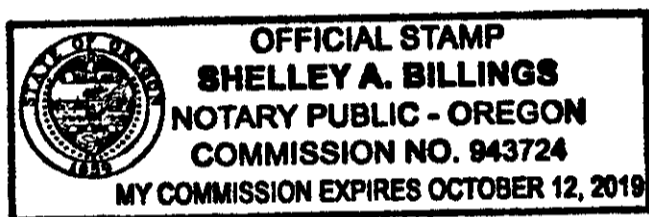
LAM Research

By: Jennifer Majid Imajid

Its: Facilities Mgr

STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on Sept. 25, 2017, by Jennifer Majid, known to me to be the Facilities Manager of LAM Research.



Shelley A. Billings
Notary Public—State of Oregon
My commission expires: Oct. 12, 2019

Witness my hand this 26 day of September, 2017.

By: Sherilyn Lombos
City Manager

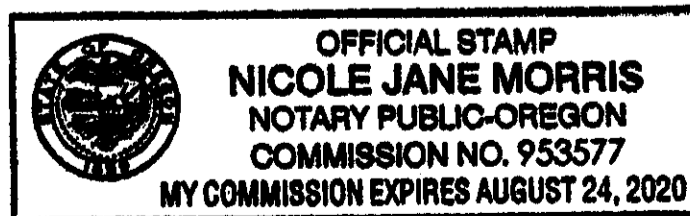
STATE OF OREGON)
County of Washington) ss.

This instrument was acknowledged before me on September 26, 2017, by Sherilyn Lombos, as the City Manager for the City of Tualatin, Oregon.

Nicole Morris
Notary Public—State of Oregon
My commission expires: 8-24-20

APPROVED AS TO FORM:

By: [Signature]
City Attorney





9715 SW Buckskin Ter.
Beaverton, Oregon 97008
Ph: 503-590-7158
Fax: 503-521-8372
Email: dave@davemillsconsulting.com

EXHIBIT A

A 10 foot strip of land located within the Right of Way of SW Leveton Drive in the Northeast 1/4 of Section 22, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County Oregon, being more particularly described as follows:

Beginning at a point on the North Right of Way Line of SW Leveton Drive being S. 89°41'51" E. 482.33 feet from the Southwest corner of Parcel 2 of Partition Plat No. 2001-058. Thence along the centerline of said strip of land being 5.00 feet each side of centerline, S. 0°18'09" W. a distance of 79 feet to the South Right of Way Line of said SW Leveton Drive, the terminus being easterly 136.99 feet from the Northwest corner of Parcel 1 of Partition Plat No. 2001-024.



PARTITION PLAT NO. 2001-058

PARCEL 2

REGISTERED
PROFESSIONAL
LAND SURVEYOR

David W. Mills

Date: 2017.09.06
16:27:47 -07'00'

OREGON
JULY 18, 1980
DAVID W. MILLS
01915

EXPIRES 12-31-18

FD. BRASS PIN W/ WASHER

FD. BRASS NAIL W/ WASHER

POB

S. 89° 41' 51" E., 482.33'

55.83'

30'

N. 89° 41' 51" W.

SW LEVETON DRIVE

5'

5'

S. 0° 18' 09" W.

79'

49'

FD. 5/8" IR W/ YPC

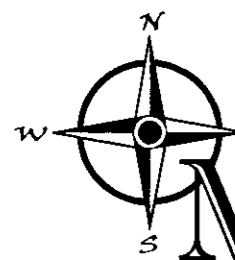
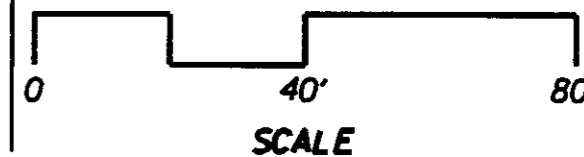
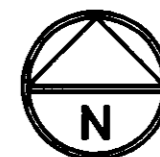
136.99'

FD. 5/8" IR W/ YPC

SW 108TH AVENUE

PARTITION PLAT NO. 2011-024

PARCEL 1



PROFESSIONAL LAND SURVEYING
SERVICES, OREGON & WASHINGTON

Dave
Mills
Consulting Inc.

PHONE
503-590-7158

FAX
503-521-8372

dave@davemillsconsulting.com

9715 SW BUCKSKIN TER., BEAVERTON, OR 97008

JOB NO: 17-11
SCALE: 1" = 40'
FILE: LEVETON EXHIBIT.DGN
DATE: 9-6-17

**EXHIBIT B
ROAD CROSSING**

IN
THE NE 1/4 OF SECTION 22, T.2 S., R.1 W., WM.
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

After Recording Return to:
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, OR 97062

Washington County, Oregon
11/02/2020 02:42:33 PM
D-AE Cnt=1 Stn=31 RECORDS1
\$100.00 \$5.00 \$11.00 \$60.00 \$20.00 - Total =\$196.00



02670071202001100890200205

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



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

PRIVATE STORMWATER FACILITIES AGREEMENT

This Agreement is made and entered into this 6 day of October ²⁰²⁰ ~~2019~~, by and between City of Tualatin, a municipal corporation of the State of Oregon (City) and Lam Research Corporation (Owner).

RECITALS

A. Owner has developed or will develop the Facilities listed below. (List the type of private stormwater facilities on site and the quantity of each type).

Facility type (list each) Extended Dry Basin Quantity 1

B. The Facilities enable development of property while mitigating the impacts of additional surface water and pollutants associated with stormwater runoff prior to discharge from the property to the public stormwater system. The consideration for this Agreement is connection to the public stormwater system.

C. The property benefited by the Facilities and subject to the obligation of this Agreement is described below or in Exhibit A (Property) attached hereto and incorporated by reference.

TLID 2S122AA00500

11155 SW Leveton Drive, Tualatin, OR 97062

North of SW Leveton Drive, West of SW 108th Avenue

Exhibit A – Property Legal Description

Exhibit B – Property Map / Site Map

Exhibit C – Extended Dry Basin Operations and Maintenance Plan

D. The Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain and treat runoff in accordance with Clean Water Services' Design and Construction Standards.

E. Failure to inspect and maintain the Facilities can result in an unacceptable impact to the public stormwater system.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **OWNER INSPECTIONS** City shall provide Owner an Operations and Maintenance Plan (O&M Plan) for each Facility. Owner agrees to operate, inspect and maintain each Facility in accordance with the current O&M Plan and any subsequent modifications to the Plan. Owner shall maintain a log of inspection activities. The log shall be available to City upon request or during City inspections.
2. **DEFICIENCIES** All aspects in which the Facilities fail to satisfy the O&M Plan shall be noted as "Deficiencies".
3. **OWNER CORRECTIONS** All Deficiencies shall be corrected at Owner's expense within thirty (30) days after completion of the inspection. If more than 30 days is reasonably needed to correct a Deficiency, Owner shall have a reasonable period to correct the Deficiency so long as the correction is commenced within the 30-day period and is diligently prosecuted to completion.
4. **CITY INSPECTIONS** Owner grants City the right to inspect the Facilities. City will endeavor to give ten (10) days prior written notice to Owner, except that no notice shall be required in case of an emergency. City shall determine whether Deficiencies need to be corrected. Owner (at the address provided at the end of this Agreement, or such other address as Owner may designate in writing to City) will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 30 days of the date of the notice.
5. **CITY CORRECTIONS** If correction of all Owner or City identified Deficiencies is not completed within thirty (30) days after Owner's inspection or City notice, City shall have the right to have any Deficiencies corrected. City (i) shall have access to the Facilities for the purpose of correcting such Deficiencies and (ii) shall bill Owner for all costs reasonably incurred by City for work performed to correct the Deficiencies (City Correction Costs) following Owner's failure to correct any Deficiencies in the Facilities. Owner shall pay City the City Correction Costs within thirty (30) days of the date of the invoice. Owner understands and agrees that upon non-payment, City Correction Costs shall be secured by a lien on the Property for the City Correction Cost amount plus interest and penalties.
6. **EMERGENCY MEASURES** If at any time City reasonably determines that the Facilities create any imminent threat to public health, safety or welfare, City may immediately and without prior notice to Owner take measures reasonably designed to remedy the threat. City shall provide notice of the threat and the measures taken to Owner as soon as reasonably practicable, and charge Owner for the cost of these corrective measures.
7. **FORCE AND EFFECT** This Agreement has the same force and effect as any deed covenant running with the land and shall benefit and bind all owners of the Property present and future, and their heirs, successors and assigns.
8. **AMENDMENTS** The terms of this Agreement may be amended only by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this Agreement, and shall be valid only when executed by the owners of the Property, City, and recorded in the Official Records of the county where the Property is located.
9. **PREVAILING PARTY** In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees as may be determined by the court having jurisdiction, including any appeal.
10. **SEVERABILITY** The invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement, which can be given effect without such invalid part or parts.

IN WITNESS WHEREOF, Owner and City have signed this Agreement.

NOTARIZE DOCUMENT BELOW

INDIVIDUAL OWNERS SIGN BELOW

CORPORATE, LLC, PARTNERSHIP, TRUST OR OTHER LEGAL ENTITY SIGN BELOW

Owner (Individual)

Lam Research

(Entity name)

Owner (Individual)

By: Imajid

(Sign here for entity)

Title: Facilities Mgr

[Use this notary block if OWNER is an individual.]

STATE OF OREGON)

County of WASHINGTON)

This instrument was acknowledged before me this 6 day of October, 2020,
by Jennifer Majid



[Signature]
Notary Public

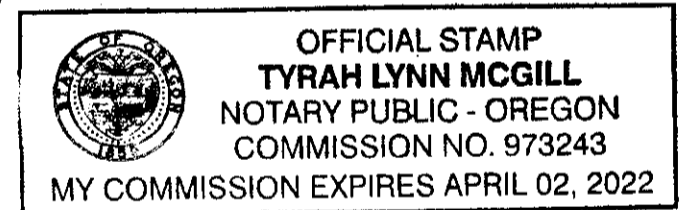
[Use this notary block if OWNER is an entity.]

STATE OF OREGON)

County of WASHINGTON)

This instrument was acknowledged before me on October 6 2020 (date)
by Jennifer Majid (name of person) as

facilities manager (title) of Lam Research (name of entity).



[Signature]
Notary Public

CITY OF TUALATIN

APPROVED AS TO FORM

By: [Signature]
City Manager

[Signature]
City Attorney



Licensed in OR, WA & ID
1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
Fax: 503-848-2179
www.nwsrvy.com

PROPERTY DESCRIPTION

February 10, 2016
NWS Project No. 1344
Tract 3

A tract of land being a portion of Parcels 1 and 2, Partition Plat No. 2001-058, located in the northeast one-quarter of Section 22, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Commencing at a brass screw and washer located at the northwest corner of Parcel 3 of Partition Plat No. 2001-058, said point being also on the southerly right-of-way line of SW Tualatin Road, 32.00 feet southerly of the centerline thereof, when measured at right angles; thence along said southerly right-of-way line, North 89°42'41" East a distance of 0.06 feet to an angle point thereon; thence continuing along said southerly right-of-way line, South 89°42'08" East a distance of 839.18 feet to a 5/8 inch iron rod; thence departing said southerly right-of-way line, South 00°17'49" West a distance of 450.67 feet to a 5/8 inch iron rod; thence South 89°35'19" East a distance of 87.37 feet to a 5/8 inch iron rod and the Point of Beginning; thence South 00°24'38" West a distance of 66.15 feet to a 5/8 inch iron rod; thence South 89°35'22" East a distance of 36.44 feet to a 5/8 inch iron rod; thence South 00°24'41" West a distance of 779.79 feet to a copper disk located on the northerly right-of-way line of SW Leveton Drive, 30.00 feet northerly of the centerline thereof, when measured at right angles; thence along said northerly right-of-way line, South 89°34'51" East a distance of 368.77 feet to an angle point thereon; thence continuing along said northerly right-of-way line, South 89°42'00" East a distance of 586.84 feet to a brass screw and washer located at a point of curvature thereon; thence continuing along said northerly right-of-way line, 63.19 feet through the arc of a 40.00 foot radius circular curve to the left, said curve having a central angle of 90°30'34", a chord bearing of North 45°02'43" East and a chord length of 56.82 feet to a point of tangency on the westerly right-of-way line of SW 108th Avenue, 32.00 feet westerly of the centerline thereof, when measured at right angles; thence along said westerly right-of-way line, North 00°12'34" West a distance of 359.19 feet to a 5/8 inch iron rod; thence departing said westerly right-of-way line, North 89°35'22" West a distance of 212.34 feet to a 5/8 inch iron rod; thence North 00°24'38" East a distance of 306.24 feet to a 5/8 inch iron rod; thence North 89°35'22" West a distance of 438.80 feet to a 5/8 inch iron rod; thence North 00°24'38" East a distance of 139.01 feet to a 5/8 inch iron rod; thence North 89°35'19" West a distance of 376.93 to the Point of Beginning.

Said described tract of land contains 15.75 acres, more or less.

EXHIBIT A

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JUNE 30, 1997
SCOTT F. FIELD
2844

RENEWS: 12/31/2017

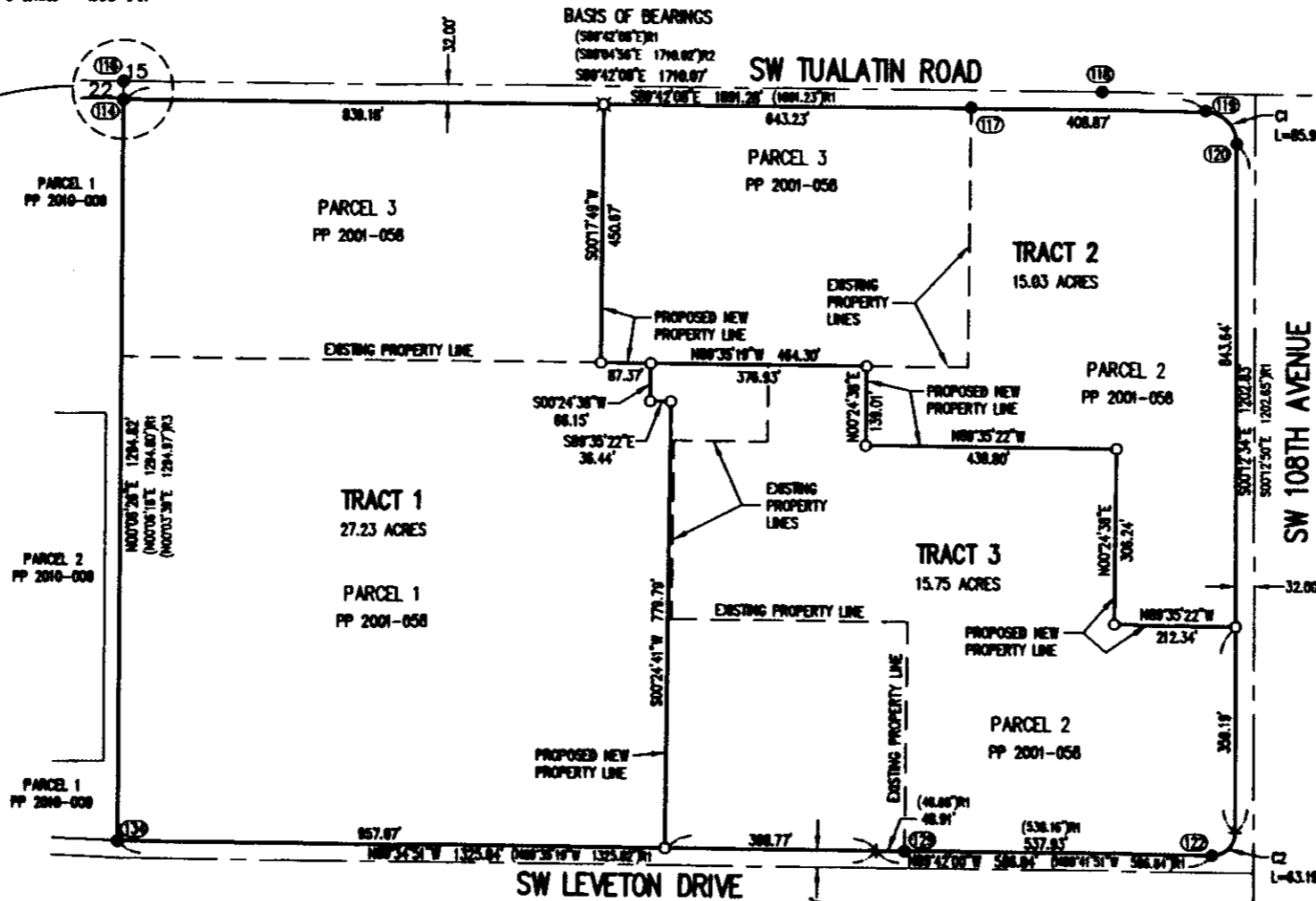
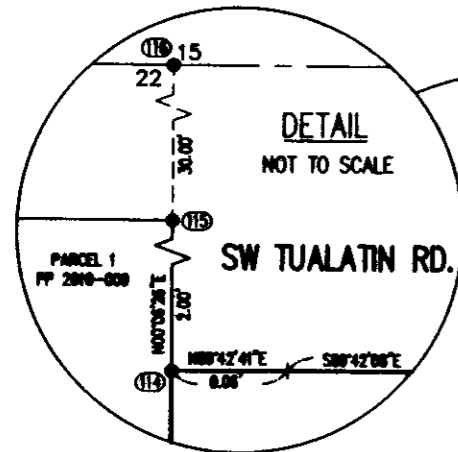
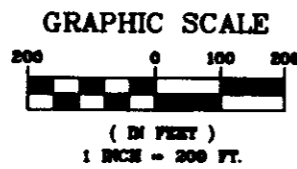
RECORD OF SURVEY

FOR A PROPOSED PROPERTY LINE ADJUSTMENT
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH,
 RANGE 1 WEST, W.M., CITY OF TUALATIN, WASHINGTON COUNTY, OREGON
 DATE: FEBRUARY 23, 2017

WASHINGTON COUNTY SURVEYOR'S OFFICE
 ACCEPTED FOR FILING 3-2-17

33034

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Scott F. Field
 OREGON
 JUNE 30, 1987
 SCOTT F. FIELD
 2844
 12-31-2017
 RENEWAL DATE



MONUMENT DESCRIPTIONS

- (11) FOUND BRASS SCREW & 3/4" BRASS WASHER MARKED "PLS 2892" PER SN 28440
- (12) FOUND BRASS SCREW & 3/4" BRASS WASHER MARKED "PLS 2892" PER SN 28440
- (13) FOUND 2" BRASS DISK PER U.S.B.T. BOOK 3, PAGE 483, ENTRY NO. 188
- (14) FOUND 5/8" I.R. W/PC MARKED "PLS 1678", ORIGIN UNCERTAIN; N0817'52"E 1.85'
- (15) FOUND 5/8" I.R. WITH 1-1/2" ALUMINUM CAP MARKED "PLS 2892 CH2M HILL" PER SN 28440
- (16) FOUND BRASS SCREW WITH 3/4" BRASS WASHER MARKED "PLS 1678", ORIGIN UNCERTAIN; N0817'52"E 1.82'
- (17) FOUND 5/8" I.R. W/PC MARKED "PLS 1678", ORIGIN UNCERTAIN (PP 2001-058 CALLS FOR BRASS SCREW & WASHER)
- (18) FOUND BRASS SCREW WITH 3/4" BRASS WASHER MARKED "PLS 1678", PER PP 2001-058
- (19) FOUND BRASS SCREW WITH 3/4" BRASS WASHER MARKED "PLS 1678", PER PP 2001-058
- (20) FOUND 1" BRASS DISK MARKED "LS 58833" PER PP 2010-008

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	85.91'	55.00'	88°29'34"	S44°57'21"E	77.44'
	(85.91')R1		(88°29'34")	(S44°57'21"E)R1	(77.43')R1
C2	63.18'	40.00'	90°30'34"	S45°02'43"W	58.82'
	(63.18')R1		(90°30'34")	(S45°02'43"W)R1	

LEGEND

- FOUND MONUMENT AS NOTED IN DESCRIPTIONS
- SET 5/8" X 30" I.R. WITH YELLOW PLASTIC CAP MARKED "NORTHWEST SURVEYING INC"
- ⊠ SET 1-1/8" COPPER DISK MARKED "FIELD LS2844" IN CONCRETE
- I.R. IRON ROD
- W/PC WITH YELLOW PLASTIC CAP
- SN SURVEY NUMBER, WASHINGTON COUNTY SURVEY RECORDS
- PP PARTITION PLAT NO., WASHINGTON COUNTY PLAT RECORDS
- U.S.B.T. BEARING TREE RECORDS, WASHINGTON COUNTY SURVEY RECORDS
- ()R1 RECORD INFORMATION PER PP 2001-058
- ()R2 RECORD INFORMATION PER SN 28440
- ()R3 RECORD INFORMATION PER PP 2010-008

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT THE PROPOSED ADJUSTED PROPERTY LINES BETWEEN PARCELS 1, 2 AND 3 OF PARTITION PLAT NO. 2001-058 IN CONJUNCTION WITH CITY OF TUALATIN CASE FILE NO. PL18-0006. THE PROPERTIES IN THEIR CURRENT CONFIGURATIONS ARE DESCRIBED IN DOCUMENT NO. 2014-045332 (PARCEL 3), 2014-045333 (PARCEL 1) AND 2014-045334 (PARCEL 2), WASHINGTON COUNTY DEED RECORDS.

THE BASIS OF BEARINGS IS ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 22 BETWEEN MONUMENTS (11) AND (12) HOLDING THE RECORD BEARING PER PARTITION PLAT NO. 2001-058. THIS LINE WAS OFFSET SOUTHERLY 32.00 FEET TO ESTABLISH THE SOUTHERLY RIGHT-OF-WAY LINE OF SW TUALATIN ROAD. RECORD PLAT INFORMATION AND MONUMENT (11) WERE HELD FOR THE 0.06 FOOT SEGMENT OF THE NORTH LINE AT THE NORTHWEST CORNER OF THE EXTERIOR BOUNDARY. MONUMENTS (15) AND (16) WERE HELD FOR THE WEST LINE OF THE EXTERIOR BOUNDARY. THE EASTERLY SEGMENT OF THE SOUTHERLY EXTERIOR BOUNDARY WAS ESTABLISHED HOLDING MONUMENTS (22) AND (23). THE ANGLE POINT ON THE SOUTH LINE WAS ESTABLISHED AT RECORD PLAT DISTANCE ON AN EXTENSION OF SAID EASTERLY SEGMENT FROM MONUMENT (22). THE DISTANCE BETWEEN MONUMENTS (22) AND (23) CHECKS MUCH BETTER WITH EACH OTHER VERSUS EITHER OF THEM WITH MONUMENT (22). WHILE GOOD FOR LINE, I CONCLUDED THAT MONUMENT (23) IS OUT OF POSITION IN AN EAST-WEST DIRECTION AND THEREFORE DID NOT HOLD IT TO ESTABLISH THE ANGLE POINT. THE WESTERLY SEGMENT OF THE EXTERIOR BOUNDARY WAS ESTABLISHED HOLDING MONUMENT (19) AND THE ESTABLISHED ANGLE POINT. THE EAST LINE OF THE EXTERIOR BOUNDARY WAS ESTABLISHED HOLDING MONUMENTS (22) AND A CALCULATED CURVE BEGINNING AT MONUMENT (22) THAT IS TANGENT TO SAID EASTERLY SEGMENT. AT THE NORTHEAST CORNER OF THE EXTERIOR BOUNDARY, A CURVE TANGENT TO THE NORTH AND EAST LINES WAS CALCULATED HOLDING THE PLAT RADIUS.

MONUMENTS FOR THE INTERIOR CORNERS OF THE PLATTED PARCELS WERE NOT TIED AS THESE LINES ARE BEING ADJUSTED. MONUMENTS (17) AND (18) WERE LIKELY SET AS PART OF THE ORIGINAL PLAT BUT ARE SIGNIFICANTLY OUT OF POSITION.

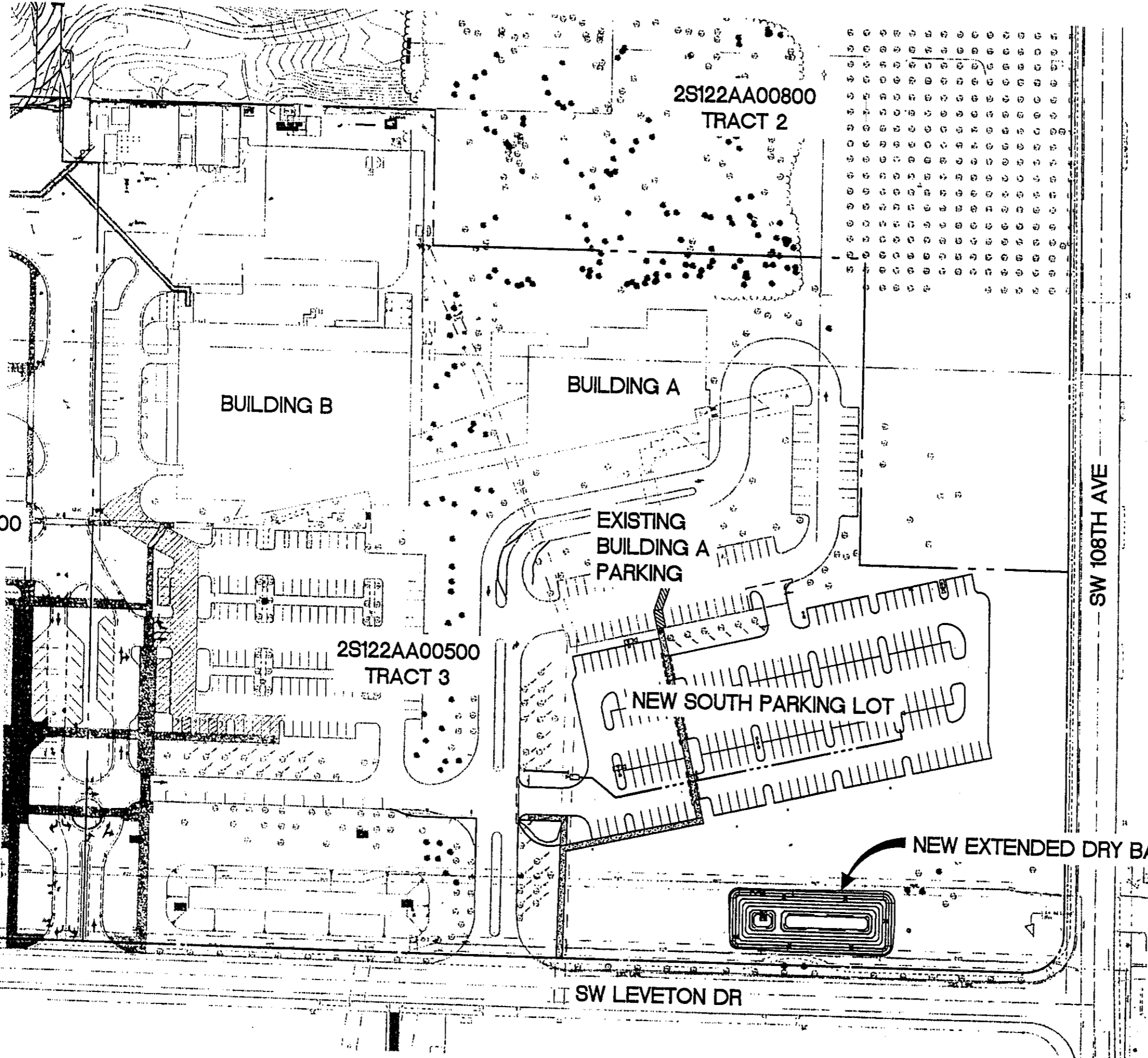
PREPARED FOR

LAM RESEARCH CORPORATION
 4650 CUSHING PARKWAY
 FREMONT, CA 94538

JOB NAME: LAM PLA
 JOB NUMBER: 1344
 DRAWN BY: SFF
 CHECKED BY: CHS
 DRAWING NO: 1344 PLA ROS



BOUNDARY TOPOGRAPHIC CONSTRUCTION CADASTRAL
NORTHWEST
 1815 NW 169th PLACE, SUITE 2090
 BEAVERTON, OR 97006
 PHONE: 503-848-2127 FAX: 503-848-2179
 www.nwsvy.com
SURVEYING, Inc.



M.
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 Planning • Engineering

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 Vancouver, WA
 360.695.7879
 Seattle, WA
 206.749.9993
 www.mcknzie.com

MACKENZIE.

CLIENT:
 LAM RESEARCH

PROJECT:
 CAMPUS PARKING
 MASTER PLAN

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 WITHOUT PRIOR WRITTEN PERMISSION

SHEET TITLE:
 STORMWATER
 FACILITY
 SITE PLAN

DATE: 01.17.2019
 DRAWN BY: BDN
 CHECKED BY: BDN

SHEET:
EX B

JOB NO:
 2150351.01



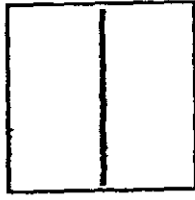
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Vancouver, WA
360.686.7878
Seattle, WA
206.465.9655
www.mackenzie.com

MACKENZIE.

Client

17-06-06



Project
LAM RESEARCH

**CAMPUS PARKING
MASTER PLAN**
1755 SW LAWTON DR.
TUALATA, OR 97062



EXPIRES 12/31/20

REVISIONS
1 X 8/8/17
2 8/27/17
3 7/25/17
4 IN PROGRESS

SHEET TITLE:
**WATER QUALITY
FACILITY**

DRAWN BY: BLF
CHECKED BY: BON
SHEET:

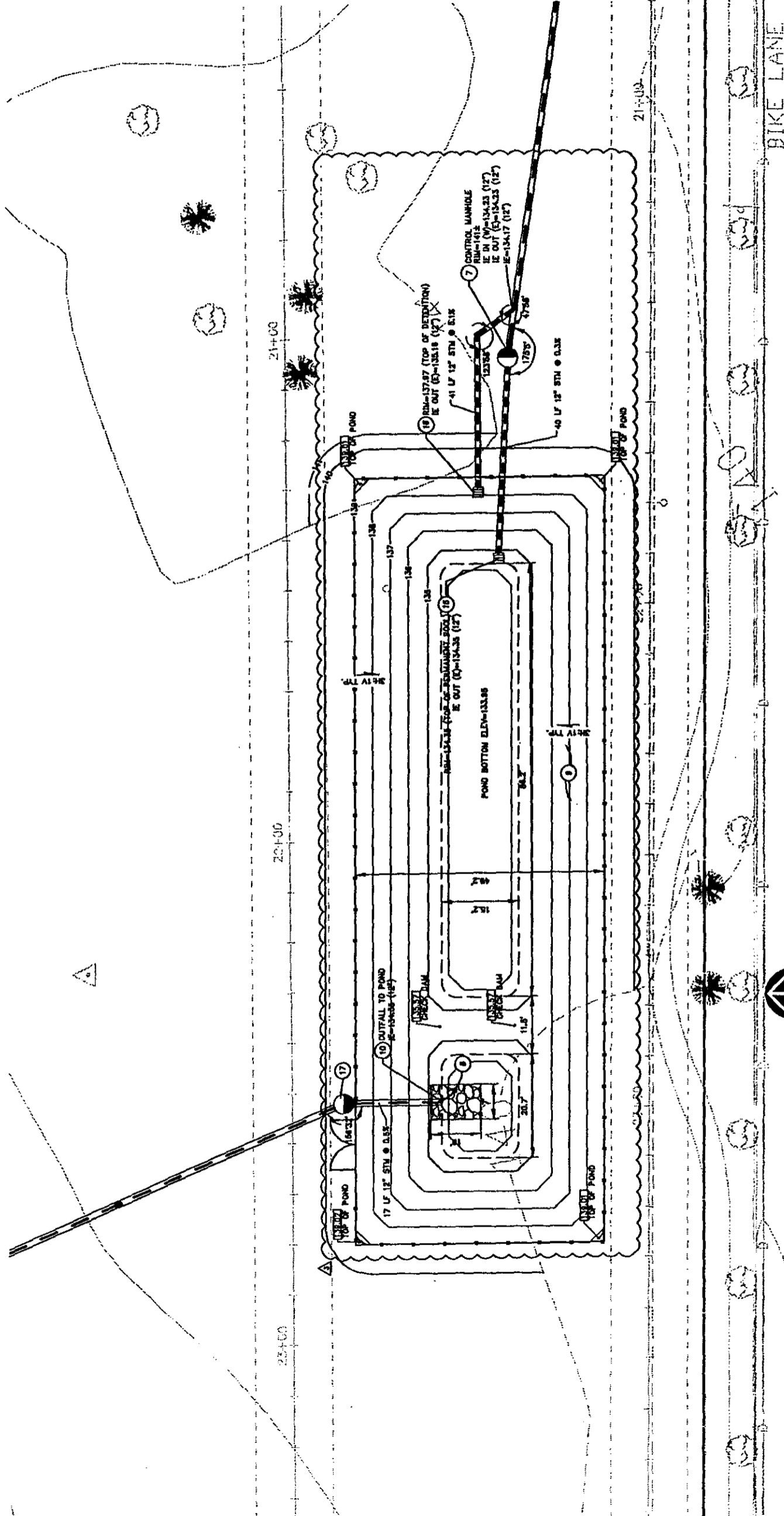
C4.5

JOB NO. 215035102

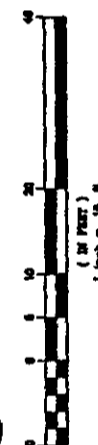
WATER QUALITY PERMIT AS-BUILT PLANS

KEYNOTES:

7. CONSTRUCT CONCRETE CONTROL MANHOLE PER DETAIL 4/C&3
8. INSTALL CURB 50 INCH FOR OUTFALL PROTECTION, SEE DETAIL 5/C&3
9. CONSTRUCT POND FOR WATER QUALITY AND DETENTION, PER DETAILS 3/C&3 AND 4/C&3
10. OUTFALL TO POND AT TOP OF PERMANENT POOL DEPTH, PER DETAIL 6/C&3
11. INSTALL PIPE END GRATE, SEE DETAIL 4/C&2
12. CONCRETE JITCH GRATE, PER DETAIL 5/C&2
13. 60" WATER QUALITY MANHOLE PER ONE DETAIL 250/C&3
IN PLACE
E. BOT=134.43 (12' 6")
SLAB ELEV=130.42
14. 60" WATER QUALITY MANHOLE PER ONE DETAIL 250/C&3
IN PLACE
E. BOT=134.43 (12' 6")
SLAB ELEV=130.42

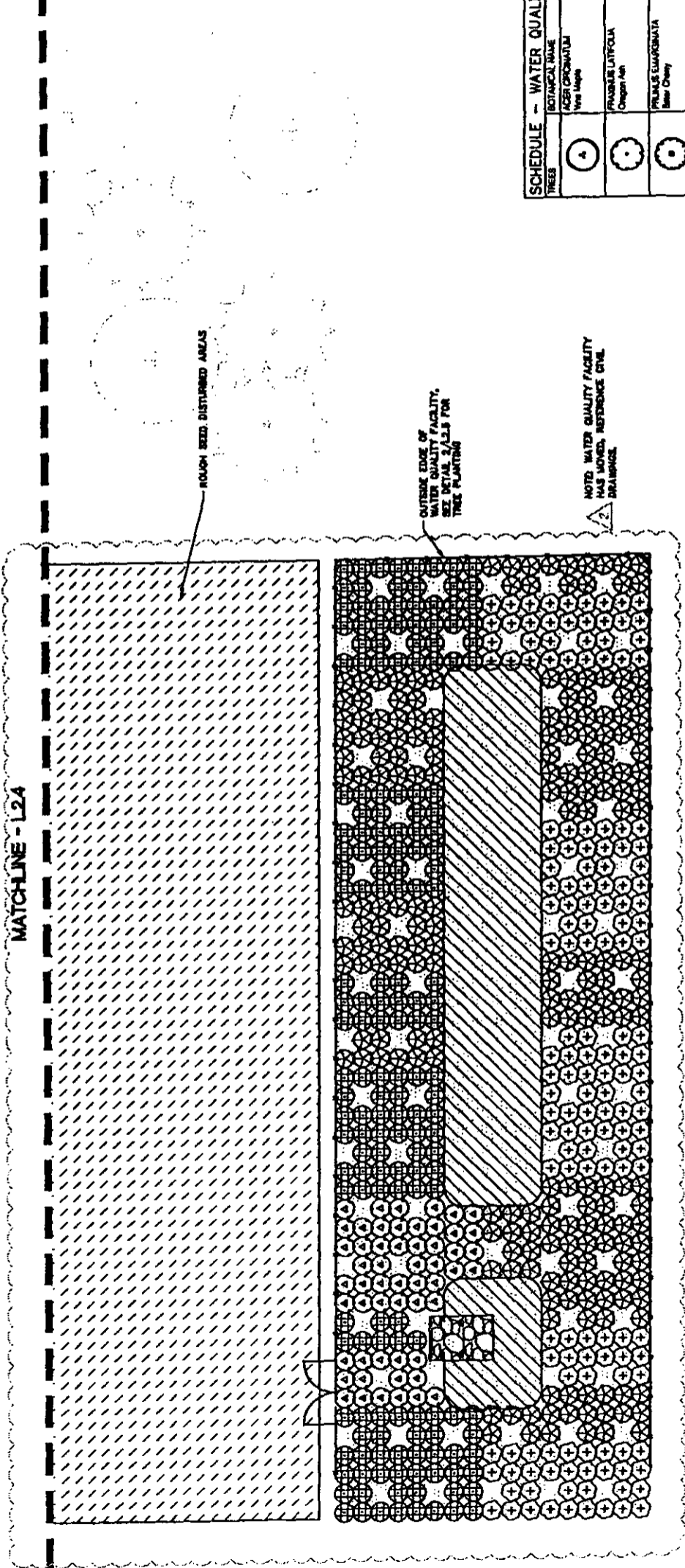


1 WATER QUALITY FACILITY
C4.5 110'

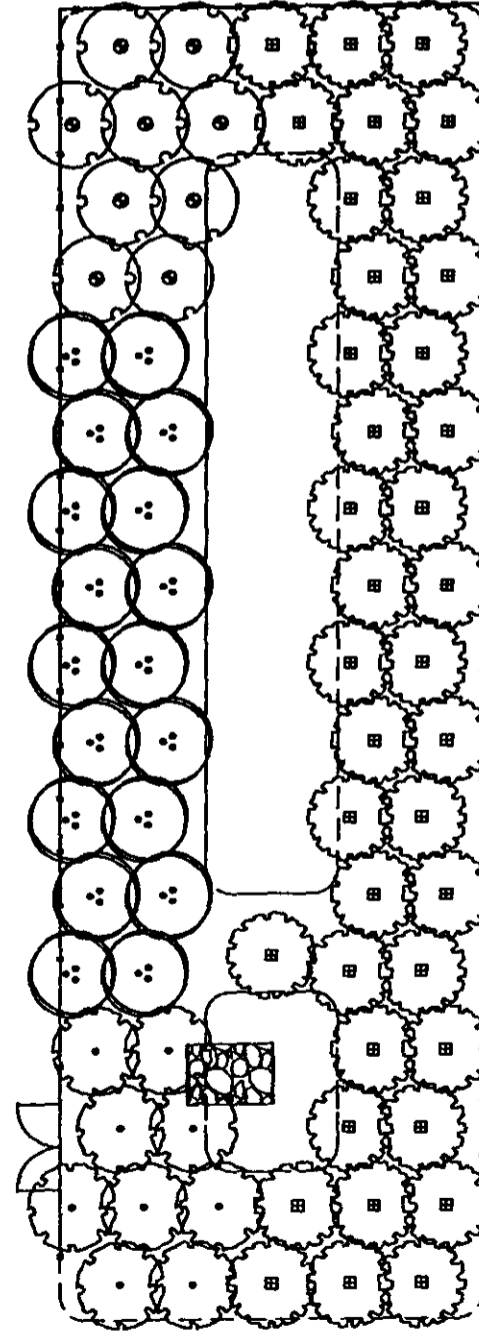
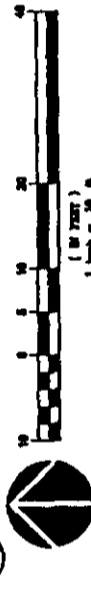


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PLOTTER: HP DesignJet T1100PS

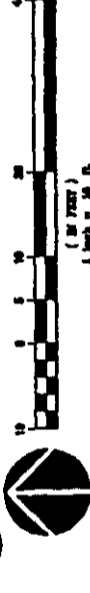
MATCHLINE - L24



1 WATER QUALITY FACILITY LANDSCAPE PLAN



2 WATER QUALITY PLANTING - TREES



SCHEDULE - WATER QUALITY FACILITY			
TREES	BOTANICAL NAME	SIZE	QTY
④	CESTRUM CANTABRIGIA Yucca Magna	MIN. HT. 2' 1 GAL.	100' O.C. MIN. SPACING 18
⑤	FRAXINUS LUTEFOLIA Oregon Ash	MIN. HT. 3' 1 GAL.	100' O.C. MIN. SPACING 9
⑥	PRUNUS QUERCIFOLIA Black Cherry	MIN. HT. 2' 1 GAL.	100' O.C. MIN. SPACING 9
⑦	PRUNUS PUMILANA Chokeberry	MIN. HT. 2' 1 GAL.	100' O.C. MIN. SPACING 9
SHRUBS	BOTANICAL NAME	SIZE	QTY
⑧	CORNUS BENCOIA Red Twig Dogwood	MIN. HT. 2' 1 GAL.	30' O.C. 216
⑨	PHYTOCORPUS CAPITATUS Pacific Madrone	MIN. HT. 2' 1 GAL.	30' O.C. 56
⑩	SPARGANGLIA Western Spirea	MIN. HT. 18" 1 GAL.	30' O.C. 180
⑪	STAPHYLEGIUM ALEUTICUM Common Wattle Shrubbery	MIN. HT. 18" 1 GAL.	30' O.C. 180
GROUND COVER	BOTANICAL NAME	COUNT	QTY
⑫	LANCIS PATENS Spreading Plant	11.8 PER 100' S.F.	73 PLUGS

NOTES

1. REFERENCE L2.0 FOR NOTES

CWS EXTENDED DRY BASIN INFO

CWS PLANTING REQUIREMENTS
 TOTAL TREATMENT AREA ZONE A (SATURATED) = 1,843 S.F.
 TOTAL TREATMENT AREA ZONE B (SIDE SLOPED) = 5,838 S.F.
 TOTAL FACILITY AREAS = 7,490 S.F.
 TOTAL NUMBER OF TREES REQUIRED = 75 TREES (7,490 S.F. x 0.01 = 74.90)
 TOTAL NUMBER OF TREES PROVIDED = 75 TREES
 TOTAL NUMBER OF SHRUBS REQUIRED = 378 SHRUBS (7,490 S.F. x 0.05 = 374.5)
 TOTAL NUMBER OF SHRUBS PROVIDED = 614 SHRUBS
 TREATMENT AREA (ZONE A) PLUGS REQUIRED = 8,372 PLUGS (1,843 S.F. x 4.5 = 8,372)
 TREATMENT AREA (ZONE A) PLUGS PROVIDED = 8,372 PLUGS
 GROUNDCOVER REQUIRED = 100% COVERAGE
 PT 448 RIPARIAN ZONE SEED MIX PROVIDED = 100% COVERAGE

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

OPERATIONS & MAINTENANCE MANUAL

To
City of Tualatin

For
Lam Research SW Parking Lot
Expansion

Submitted
January 17, 2019

Project Number
2150351.02



MACKENZIE
Since 1960

RiverEast Center | 1515 SE Water Ave, Suite 100, Portland, OR 97214
PO Box 14310, Portland, OR 97293 | T 503.224.9560 | www.mcknze.com

EXHIBIT C

TABLE OF CONTENTS

I.	EMPLOYEE AND PUBLIC EDUCATION:	1
II.	COMPONENTS AND LOCATIONS	3
III.	GENERAL MAINTENANCE SCHEDULE	4

ATTACHMENTS

- O&M Site Map
- Sample Inspection Checklists and Maintenance Logs
- Sample Spill Prevention Plan
- Landscape Plans

TO THE FACILITY MANAGER:

The objective of this manual is to help the property owner to maintain the storm sewer system for Lam Research SW Parking Lot, so it can operate as designed.

Construction of the Lam Research SW Parking Lot includes a new paved parking lot, landscaping, and stormwater treatment pond. Please review the attachments for more detailed system specifications.

The Facility Manager shall be responsible to:

1. Provide all required training and equipment.
2. Perform inspection (for debris, loose soil or sediment that may enter the system), maintenance, and repairs of
 - a. Landscaping
 - b. Parking areas
 - c. Manhole pipes and sumps
 - d. Catch basin grates and sumps
 - e. Vegetated Stormwater Facilities (O&M procedures in Appendix)
3. Maintain documentation of the inspections, maintenance or repairs kept on-site for a minimum of three years from the date of the activity
4. Corrective actions that may include removal of sediment and debris, and repair of damaged components.
5. Providing a spill prevention plan. (See sample attached)

The property owner is fiscally responsible for operating and maintaining the stormwater facilities as described in this document. Routine scheduled maintenance can help keep costs down by addressing problems before they require major attention.

I. EMPLOYEE AND PUBLIC EDUCATION:

Facility employees will be trained upon hiring and thereafter annually, when new requirements are published or when there are any changes to the system equipment. Employee training will include:

- Familiarity of all stormwater components and locations
- Knowledge of Maintenance Schedule and Documentation Requirements
- Competency with Spill response plan and Personal Protective Equipment (PPE) locations

Sediment Storage, Testing and Disposal

Maintenance of the storm drainage facilities may include removal of oils, sediments or debris that requires specialized testing or disposal. All removed oils, sediments or

other debris shall be disposed of in accordance with applicable regulations. The Facility Manager shall be responsible to retain a qualified company to dispose of this material or otherwise comply with the applicable regulations.

Records of debris disposal shall be kept on file at the main office in accordance with the state law and shall be available for review by regulating agencies.

Pollution Prevention

All employees will be trained to the facility spill plan so that they are certain of the location of materials, who to notify in case of a spill, and how to initially contain the spill of hazardous materials.

All sites shall implement best management practices per OSHA, EPA, and the local agency to prevent hazardous or solid wastes or excessive oil and sediment from contaminating stormwater. Contact City of Tualatin Engineering Department at 503-691-3026 for immediate assistance responding to spills. Record time/date, weather, and site conditions if site activities contaminate stormwater.

II. COMPONENTS AND LOCATIONS

See O&M Site Plan for facility locations. Conduct inspections with the O&M Site Map, inspection checklist, and maintenance log sheet in hand. Keep inspection records to track the progressive development of the system over time, per general schedule.

Inspect and Sweep

- Roof
- Landscape
- Parking

Catch Basins, Manholes, and Cleanouts

The catch basins are metal basins with steel grates. The catch basins have a trapped outlet and sump and need to be inspected and maintained (if necessary) on a quarterly basis and following major storm events. Manholes do not have open grate inlets but have pipe inlets and a sump to be inspected and cleaned. Cleanouts do not have open grate inlets, but also must be inspected and cleaned as necessary. Required materials may include:

- Push broom
- Rake
- Shovel
- Spill kit
- Manhole lid puller
- General landscape tools (weed cutters, pruning clippers, leak rake, etc.)
- Vactor Truck

Vegetated Facilities

Planted stormwater facilities consist of exposed soil and grassy or herbaceous plants, and may also include shrubs and trees. Examples include swales, ponds, planters, basins, and rain gardens. See attached for maintenance requirements. Suggested equipment below:

- Mowing equipment
- String trimmer and pruning equipment
- Shovel
- Rake

III. GENERAL MAINTENANCE SCHEDULE

FREQUENCY	ACTIVITY	FACILITY	DESCRIPTION
REGULAR	Dry sweeping	Parking Areas	Reduce accumulation of sediments and debris
EVENT*	Visual Inspection	Overall System	Look for ponded water, debris, soil erosion
QUARTERLY	Visual Inspection	Catch Basin Grate	Clear catch basins from obstructions.
BI-ANNUALLY/ QUARTERLY	Visual Inspection	Catch Basin/ Manhole Sump	Check to see if sediment has built up on the bottom of the catch basin by measuring down from the outlet pipe. If it is less than 12 inches then the catch basin needs to be cleaned out. Materials removed from the catch basin inlet shall be disposed of in accordance with applicable state law.

*Additional inspections will be necessary after long dry periods, large storms, or spills

WHAT TO DO IN CASE OF A SPILL

1. Get the spill kit (and spill kit instructions when provided)
2. If possible, determine visually what type of fluids have been spilled
3. Put on gloves and glasses or any other necessary Personal Protective Equipment (PPE)
4. Place the absorbent material in the path of the spill
5. Remove any debris from the vicinity of the catch basin inlets in the parking lot
6. Install drain blocker snugly over the nearest catch basin inlet
7. Use absorbent materials to completely contain the spill.
8. If the spill cannot be contained locally, block inlet grates shut off the storm drain pumps so any spilled material does not leave the site

Notify the following personnel immediately:

City of Tualatin (report a spill): (503) 691-3026

Department of Environmental Quality: (800) 452-0311

(800) 452-4011

(503) 229-5263

Note: Only dry cleanup methods may be employed to clean up spills (i.e. no use of water to wash spilled materials from pavement will be conducted)

SAMPLE MAINTENANCE LOGS

VF=Vegetated Facilities; CB=Catch Basins; MH=Manholes



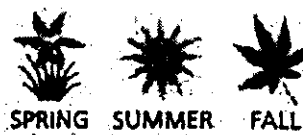


Work Performed by	Initials		Date	
Facility Maintained	<input type="checkbox"/> VF	<input type="checkbox"/> CB	<input type="checkbox"/> MH	
Maintenance Required				
Maintenance Performed				

Work Performed by	Initials		Date	
Facility Maintained	<input type="checkbox"/> VF	<input type="checkbox"/> CB	<input type="checkbox"/> MH	
Maintenance Required				
Maintenance Performed				

Work Performed by	Initials		Date	
Facility Maintained	<input type="checkbox"/> VF	<input type="checkbox"/> CB	<input type="checkbox"/> MH	
Maintenance Required				
Maintenance Performed				






Extended Dry Basin Operation and Maintenance Plan

Annual inspections are required. It is recommended that the facility is inspected on a monthly basis to ensure proper function. The plan below describes inspection and maintenance activities, and may be used as an inspection log. Contact the design engineer, Clean Water Services or City representative for more information.

Identified Problem	Condition to Check for	Maintenance Activity	Maintenance Timing	Task Complete Comments
Trash and Debris	Visual evidence of trash, debris or dumping	Remove trash and debris from facility. Dispose of properly	 SPRING SUMMER FALL WINTER	
Contamination and Pollution	Evidence of oil, gasoline, contaminants, or other pollutants. Look for sheens, odor or signs of contamination	Locate source of contamination and correct. Remove oil using oil-absorbent pads or vacor truck. If low levels of oil persist plant wetland plants that can uptake small concentrations of oil such as Juncus effuses (soft rush) If high levels of contaminants or pollutants are present, coordinate removal/cleanup with local jurisdiction	 SPRING SUMMER FALL WINTER	
Invasive vegetation as outlined in Appendix A.	Invasive vegetation found in facility. Examples include: Himalayan Blackberry, Reed Canary Grass, Teasel, English Ivy, Nightshade, Clematis, Cattail, Thistle, Scotch Broom	Remove excessive weeds and all invasive plants. Attempt to control even if complete eradication is not feasible; refer to Clean Water Services Integrated Pest Management Plan for appropriate control methods, including proper use of chemical treatment	 SPRING SUMMER FALL	
Obstructed Inlet/Outlet	Material such as vegetation, trash, sediment is blocking more than 10% of inlet/outlet pipe or basin opening	Remove blockages from facility	 WINTER SPRING Inspect after major storm (1-inch in 24 hours)	
Poor Vegetation Cover	80% survival of approved vegetation and no bare areas large enough to affect function of facility.	Determine cause of poor growth and correct the condition. Replant with plugs or containerized plants per the approved planting plan and applicable standards at time of construction. Remove excessive weeds and all invasive plants.	 SPRING FALL Ideal time to plant is spring and fall seasons	









Extended Dry Basin Operation and Maintenance Plan (continued)

Annual inspections are required. It is recommended that the facility is inspected on a monthly basis to ensure proper function. The plan below describes inspection and maintenance activities, and may be used as an inspection log. Contact the design engineer, Clean Water Services or City representative for more information.

Identified Problem	Condition to Check for	Maintenance Activity	Maintenance Timing	Task Complete Comments
Vector Control	Evidence of rodents or water piping through facility via rodent holes. Harmful insects present such as wasps and hornets that interfere with maintenance/ inspection activities.	Repair facility if damaged. Remove harmful insects; use professional if needed. Refer to Clean Water Services Integrated Pest Management Plan for management options.	As Needed	
Tree/Shrub Growth	Tree/shrub growth shades out wetland/emergent grass in treatment area. Interferes with access for maintenance/ inspection.	Prune trees and shrubs that block sun from reaching treatment area. Remove trees that block access points. Do not remove trees that are not interfering with access or maintenance without first contacting Clean Water Services or local City.	 WINTER Ideal time for pruning is winter	
Hazard Trees	Observed dead, dying or diseased trees	Remove hazard trees. A certified Arborist may need to determine health of tree or removal requirements.	As Needed	
Excessive Vegetation	Vegetation grows so tall that it competes with approved emergent wetland grass/shrubs, interferes with access or becomes a fire danger.	Cut tall grass 4" to 6" and remove clippings. Prune emergent wetland grass/shrubs that have become overgrown.	 SPRING Ideal time to prune emergent wetland grass is spring. Cut grass in dry months.	
Erosion	Erosion or channelization that impacts or effects the function of the facility or creates a safety concern.	Repair eroded areas and stabilize using proper erosion control measures. Establish appropriate vegetation as needed.	   FALL WINTER SPRING	

Extended Dry Basin Operation and Maintenance Plan (continued)

Annual inspections are required. It is recommended that the facility is inspected on a monthly basis to ensure proper function. The plan below describes inspection and maintenance activities, and may be used as an inspection log. Contact the design engineer, Clean Water Services or City representative for more information.

Identified Problem	Condition to Check for	Maintenance Activity	Maintenance Timing	✓ Task Complete Comments
Settlement of Pond Dike/ Berm	Look for any part of dike/berm that has settled 4 inches or more lower than the design elevation	Repair dike/berm to approved design specifications. A licensed civil engineer should be consulted to determine the source of the settlement.	As Needed	
Blockage of Emergency Overflow/ Spillway	Blockage of overflow/ spillway by trees, vegetation or other material. Blockages may cause the berm to fail due to uncontrolled overtopping.	Remove blockage. Small root system (base less than 4 inches) may be left in place; otherwise, roots are removed. A licensed civil engineer should be consulted for proper berm/spillway restoration.	  WINTER SPRING Inspect after major storm (1-inch in 24 hours)	
Erosion of Emergency Overflow/Spillway	Native soil is exposed at the spillway, or there is only one layer of rock in an area of 5 square feet or larger.	Restore rock and pad depth to appropriate depth. Refer to design specifications.	  WINTER SPRING Inspect after major storm (1-inch in 24 hours)	
Blockage of Overflow Structure/ Orifice Plate	Excessive standing water or water is not detained for required time.	Inspect and if needed clear orifice plate for proper drainage or re-install to ensure required detention.	  WINTER SPRING Inspect after major storm (1-inch in 24 hours)	
Sediment Accumulation in Pond Bottom	Sediment accumulation in pond bottom exceeds 6 inches or affects facility inlet/ outlet or plant growth in treatment area	Remove sediment from pond bottom. Re-establish designed pond shape and depth. Establish appropriate vegetation in treatment area	  SUMMER FALL Ideally in the dry season	

Extended Dry Basin Operation and Maintenance Plan (continued)

Annual inspections are required. It is recommended that the facility is inspected on a monthly basis to ensure proper function. The plan below describes inspection and maintenance activities, and may be used as an inspection log. Contact the design engineer, Clean Water Services or City representative for more information.

Identified Problem	Condition to Check for	Maintenance Activity	Maintenance Timing	✓ Task Complete Comments
Grate Damaged, missing or not in place	Grate is missing or only partially in place; may have missing or broken grate members.	Grate must be in place and meet design standards. Replace or repair any open structure, replace grate if missing.	As Needed	
Damage to Outlet Structure	Damage to Frame or Top Slab. Frame not sitting flush on top slab (more than 3/4 inch between frame and top slab); frame not securely attached.	Ensure frame is firmly attached and sits flush on the riser rings or top slab.	As Needed	
Damage to Outlet Structure	Fractures or Cracks in Walls or Bottom. Maintenance person determines the structure is unsound. Soil entering structure through cracks.	Structure replaced or repaired to design standards.	As Needed	
Damage to Outlet Structure	Settlement or Misalignment of Basin. Failure of basin has created a safety, function, or design problem.	Structure replaced or repaired to design standards.	As Needed	

JUN 1 1998

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81

90-28257
Washington County

CITY OF TUALATIN, OREGON
PEDESTRIAN WALKWAY / BIKEPATH EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that OKI America, Inc. (Delaware Corporation)

hereinafter called the GRANTOR, does hereby grant unto the City of Tualatin, hereinafter called the CITY, its successors in interest and assigns, the permanent right to construct, reconstruct, operate and maintain a Pedestrian Walkway / Bikepath on the following described land:

Property Description:

A portion of that parcel of land in the Northeast Quarter of Section 22, Township 2 South, Range 1 West of the Willamette Meridian, as described in a Deed to OKI America recorded as Document No. 89-32858, Deed Records of Washington County, Oregon. Said portion being more particularly described as follows:

Permanent Pedestrian and Sidewalk Easement:

Commencing at a 5/8" iron rod at the Southwest corner of the above described real property, said point being on the North Center line of Section 22; thence, S 89°37'48" E 1,325.76 feet along the South line of said property to a 5/8" iron rod; thence, S 89°44'20" E 297.50 feet along the South line of said property to the true point of beginning; thence, N 00°15'40" E 12.00 feet; thence, S 89°44'20" E 112.00 feet parallel to the South line of said property; thence, S 00°15'40" W 12.00 feet to the South line of said property; thence, N 89°44'20" W 112.00 feet to the true point of beginning.

Contains an area of 1,344 square feet, 0.03 acres more or less.

(See attached map)

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

No building or utility shall be placed upon, under or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the CITY.

Upon completion of the construction, the CITY shall indemnify and hold the GRANTOR harmless against any and all loss, cost or damage arising out of the exercise of the rights granted herein.

The true and actual consideration paid for this transfer has no value.

Pedestrian Walkway/Bikepath Easement - Page 1

CO-90-42

1-3

And the GRANTOR above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

WITNESS our hands and seals this 2nd day of May, 1990.

Signature _____

Name (print or type) _____

Title _____

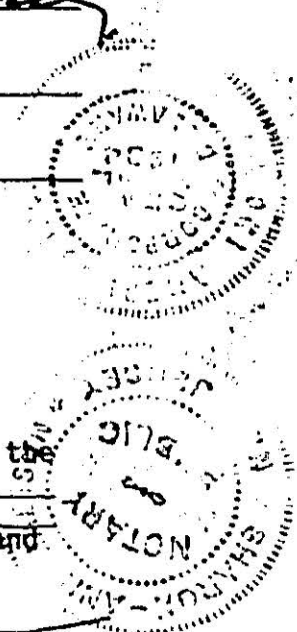
STATE OF ~~OREGON~~ NEW JERSEY)
County of BERGEN) ss

On this 2nd day of May, 1990, before me, the undersigned, a Notary Public, personally appeared Tetsuji Banno and acknowledged the foregoing instrument to be their voluntary act and deed.

Tetsuji Banno
Signature

Tetsuji Banno
Name (print or type)

Executive Vice President
Title



Before me: *Sharon-Ann Madison*
Notary Public for ~~Oregon~~ New Jersey

My Commission Expires: _____
SHARON-ANN MADISON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 25, 1992

CITY OF TUALATIN, OREGON

By *Stephen A. Rhodes*
City Manager

The undersigned City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to Ordinance No. 787-89, does hereby approve and accept the foregoing Pedestrian Walkway / Bikepath Easement (CD-90-42)

on behalf of the City of Tualatin.
Dated this 22 day of May, 1990.

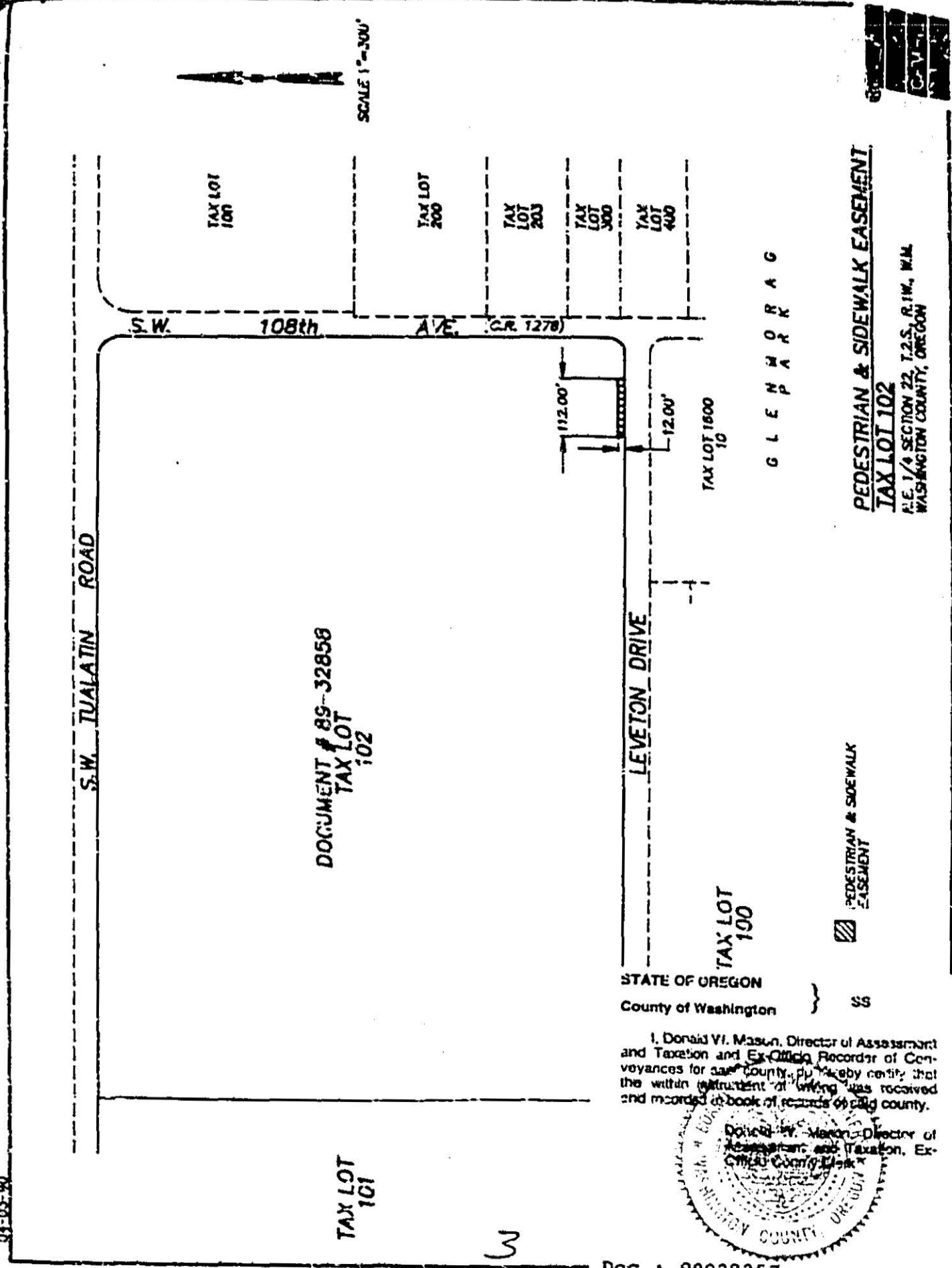
Stephen A. Rhodes
City Manager

After recording, return to:
City of Tualatin
P. O. Box 369
Tualatin, OR 97062

a:OK1.eas

1990

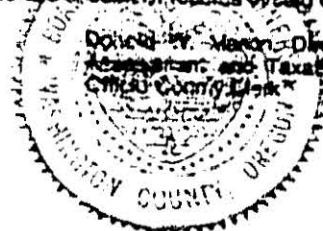
1990



PEDESTRIAN & SIDEWALK EASEMENT
TAX LOT 102
 P.L.E. 1/4 SECTION 22, T.2.S., R.1W., M.14
 WASHINGTON COUNTY, OREGON

STATE OF OREGON }
 County of Washington } SS

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



Doc : 90028257
 Rect: 33947
 06/01/1990 01:57:17PM 23.00

94-03-90

3

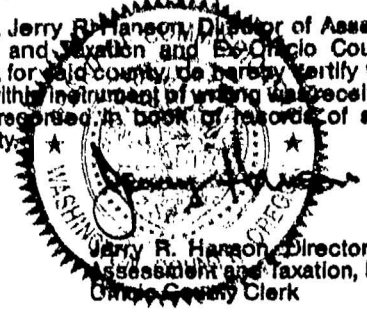
NOV 23 1999

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20NS

After recording return to: *pay address*
Steven M. Claussen
1515 SW Fifth Ave., Ste. 844
Portland, OR 97201

STATE OF OREGON }
County of Washington } 88

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing has been received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 99130427
Rect: 244297 51.00
11/23/1999 03:58:50pm

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that OKI America, Inc. (the "GRANTOR") grants to the City of Tualatin ("CITY"), its successors in interest and assigns, the following real property with the tenements, hereditaments and appurtenances, situated in the County of Washington, State of Oregon, bounded and described as follows, to wit:

PARCEL I
FEE SIMPLE RIGHT OF WAY

See Exhibit A Attached

GRANTOR also grants to the CITY, its successors in interest and assigns, the following easements over the following described property:

PARCEL II
SLOPE AND PUBLIC UTILITY EASEMENT

A permanent slope and utility easement for the purposes of constructing, reconstructing, maintaining, repairing and using the same for slope and utility purposes in, upon and across real property located in Washington County, State of Oregon, to wit:

See Exhibit B Attached

The CITY shall have the right at any time hereafter to enter upon the above described real property for the purpose hereinabove mentioned. In connection therewith, CITY may remove any trees, shrubs, brush, paving or other materials necessary or convenient to accomplish said purposes.

The GRANTOR, its heirs, successors, assigns or representatives shall not construct or maintain any building or other structures upon the above described real property prior to written approval by the CITY. The GRANTOR, its heirs, successors, assigns or representatives shall not alter the configuration of the material forming the slope, including alteration by addition or removal of material, without prior written approval of the CITY.

Because fee simple title is not being acquired to PARCEL II, any use may be made of the real property by GRANTOR, provided that such use shall not interfere with the purposes of this easement or endanger the lateral support of the roadway.

PARCEL III
PEDESTRIAN EASEMENT

The permanent right to design, construct, reconstruct, operate and maintain a pedestrian walkway on the following described land:

See Exhibit C Attached

No building or utility shall be placed upon, under or within the property subject to this easement during its term without

1 - WARRANTY DEED

Oregon Title Acco # 99-144

1-5

RECORDED BY OREGON TITLE AS AN ACCOMMODATION ONLY. NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY, SUFFICIENCY OR EFFECT OF THIS DOCUMENT.

written permission of the CITY.

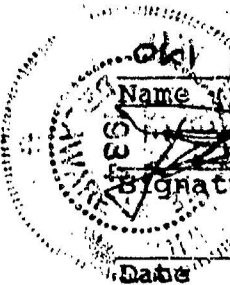
Because fee simple title is not being acquired to PARCEL III, any use may be made of the real property by GRANTOR, provided that such use shall not interfere with the purposes of this easement or endanger the lateral support of the roadway.

TO HAVE AND TO HOLD, the described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is THIRTY-SIX THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$36,825.00) and other valuable consideration, the receipt of which is acknowledged by GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances and that GRANTOR, GRANTOR'S heirs and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons whomsoever.

EXECUTED this 30th day of September, 1999.

 Old America, INC
 Name (print or type)
[Signature]
 Signature President
9/30/99
 Date

TETSUJI BANNO
 Name (print or type)

 Signature

 Date

FLORIDA
 STATE OF OREGON)
 Palm Beach) ss.
 County of Washington)

On this 30 day of September, 1999, before me, the undersigned, a Notary Public, personally appeared TETSUJI BANNO and _____ and acknowledged the foregoing instrument to be their voluntary act and deed.

Edward F. Zwiek
 Notary Public for Oregon FL 22104
 My commission expires: 8/22/2000



Edward F. Zwiek
 MY COMMISSION # CC583120 EXPIRES
 August 22, 2000
 BONDED THRU TROY FARM INSURANCE, INC.

2

2 - WARRANTY DEED

NOV 23 2022

EXHIBIT A

Parcel I RIGHT-OF-WAY

A parcel of land in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and being a portion of that property described in a deed to OKI America, Inc., recorded in Document No. 89-32858 of Washington County Book of Records; the said parcel being that portion of said property included in a strip of land 32 feet in width, lying on the southerly side of and parallel with the following described portion of the centerline of S.W. Tualatin Road from station 61+89.98 to station 75+08.15:

Beginning at centerline station 61+89.98, said point being the north quarter corner of Section 22 in Township 2 South, Range 1 West of the Willamette Meridian; thence S 88°04'56" E along the North line of said Section 22 a distance of 2637.06 feet to centerline station 88+27.04, said point being the northeast corner of Section 22 in Township 2 South, Range 1 West of the Willamette Meridian.

Except therefrom that portion of said property lying within the existing right-of-way of S.W. Tualatin Road.

The area of land to which this description applies contains 0.061 acres (2636 Sq. feet), more or less.

3

EXHIBIT B

Parcel II SLOPE & PUBLIC UTILITY EASEMENT

A parcel of land in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and being a portion of that property described in a deed to OKI America, Inc., recorded in Document No. 89-32858 of Washington County Book of Records; the said parcel being that portion of said property included in a strip of land 37 feet in width, lying on the southerly side of and parallel with the following described portion of the centerline of S.W. Tualatin Road from station 61+89.98 to station 75+08.15:

Beginning at centerline station 61+89.98, said point being the north quarter corner of Section 22 in Township 2 South, Range 1 West of the Willamette Meridian; thence S 88°04'56" E along the North line of said Section 22 a distance of 2637.06 feet to centerline station 88+27.04, said point being the northeast corner of Section 22 in Township 2 South, Range 1 West of the Willamette Meridian.

Except therefrom that portion of said property lying within the existing right-of-way of S.W. Tualatin Road and the property lying within the above described Parcel I.

The area of land to which this description applies contains 0.151 acres (6591 Sq. feet), more or less.

4



EXHIBIT C

Parcel III PERMANENT EASEMENT FOR PEDESTRIAN FACILITIES

A parcel of land in that tract of real property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon and being a portion of that property described in a deed to OKI America, Inc., recorded in Document No. 89-32858 of Washington County Book of Records; the said parcel being that portion of said property included in a strip of land 55 feet in width, lying on the southerly side of and parallel with the following described portion of the centerline of S.W. Tualatin Road from station 75+08.15 to station 81+50.00:

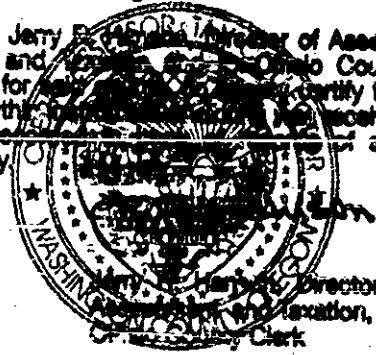
Beginning at centerline station 61+89.98, said point being the north quarter corner of Section 22 in Township 2 South, Range 1 West of the Willamette Meridian; thence S 88°04'56" E along the North line of said Section 22 a distance of 2637.06 feet to centerline station 88+27.04, said point being the northeast corner of Section 22 in Township 2 South, Range 1 West of the Willamette Meridian.

Except therefrom that portion of said property lying within the existing right-of-way of S.W. Tualatin Road, that portion lying within the existing right-of-way of S.W. 108th Avenue, and that portion described in Document No. 89-33697 Washington County Book of Records.

The area of land to which this description applies contains 0.368 acres (16046 Sq. feet), more or less.

5

I, Jerry E. [Name], Director of Assessment and Taxation, County of Washington, certify that the within [Name] has received and [Name] of said county.



Doc : 2001060136
Rect: 281556 37.00
06/22/2001 01:24:07pm

1-4

Return to: Portland General Electric Company
Attn: Property Services
121 SW Salmon St, 1WTC-04
Portland, OR 97204

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11
C

UNDERGROUND DISTRIBUTION LINE EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, NOVELLUS SYSTEMS INC. ("Grantor(s)") hereby convey to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual easement over, under, upon and across the following described property (the "Property"), situated in Washington County, State of Oregon, being a strip of land 10 feet in width, more particularly described as follows:

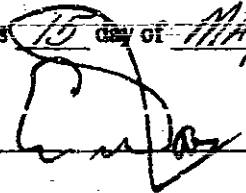
The East 10 feet of property in Section 22, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon as described in deed recorded May 8, 2000 in document #2000-36382, Deed Records of said County.

SEE ATTACHED DRAWING

TERMS, CONDITIONS, AND COVENANTS

1. This easement shall be for the non-exclusive right to enter upon the Property and to install, maintain, repair, rebuild, operate and patrol underground electrical power lines and signal or communications lines, and all uses directly or indirectly necessary thereto, including but not limited to the right to install surface or subsurface mounted transformers, surface mounted connection boxes, meter cabinets and temporary overhead service lines.
2. The purchase price named herein is accepted by the Grantors as full compensation for all damages incidental to this easement, including, but not limited to the value of all growing crops, brush, timber, or structures on the Property damaged or removed during any installation, repairs or rebuilding.
3. Grantors shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantors shall not build or erect any structure or improvement upon, over or under the Property without the prior written consent of PGE, or allow any encroachments which could interfere with or compromise PGE's ability to exercise its rights under this easement. In the event any such encroachment occurs, Grantors shall have no right to claim additional compensation based upon the removal or damage to the source of the encroachment.
4. Grantors warrant that they have marketable title to the Property and that PGE may peacefully enjoy the rights and benefits of this easement.
5. If PGE shall fail to use this easement for a continuous period of five years after the installation of underground power lines, then this easement shall terminate and all rights granted hereunder shall revert to Grantors.
6. As used herein, the singular shall include the plural and vice versa.
7. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this easement this 15 day of MAY, 2001:
Novellus Systems Inc. by:



Grantor

Grantor

~~CALIFORNIA~~
State of Oregon)
County of Santa Clara) ss.

On the 15 day of MAY, 2001, the above-named ERIC TAN

personally appeared before me and acknowledged the foregoing instrument to be a voluntary act and deed.



Notary Public for Oregon CALIFORNIA
My Commission Expires: _____

FORM APPROVED 04/15/98/VWL
Job 1913926
PG&L CL 23125-3
Audit 45865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Clara } 88.

On MAY 15 2001, before me, JAN K. ROGERS, NOTARY
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared ERIC TAN
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

JAN K. ROGERS
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or type of Document: LEASE AGREEMENT

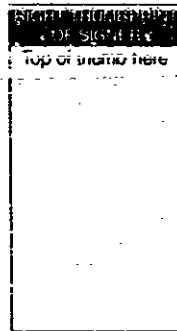
Document Date: NONE Number of Pages: TWO

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: ERIC TAN
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



3

Job 191322
Audit 45865

TL 1900
NOVELLUS SYSTEMS, INC.
00-36382

10' PGE EASEMENT

34' 30'

TL 100

S.W. 108th AVENUE

PROPOSED PGE VAULT

TL 200



TL 201

A. A. 15345

Portland General Electric
Portland, Oregon

To Accompany Power Line Easement
Novellus Systems, Inc.
N.E. 1/4 Sec. 22, T. 25, R. 1W, N.W. Wash. Co., Or.

SCALE 1"=100'

DATE 8/30/01

DRAWN BY

TRACED BY

CHECKED

R.L.B.

APPROVED

191392

DWG. NO. P-10066

4

10' PGE EASEMENT

PROPOSED PGE VAULT

S.W. LEVETON DRIVE

MAY 5 1989

25-
6-
C

89-20417

Washington County

CROSS EASEMENT AGREEMENT

THIS AGREEMENT is between First Interstate Bank of Oregon, N.A. as personal representative of the estate of William Leveton, hereinafter referred to as "Leveton" and JAE Oregon, Inc., an Oregon corporation hereinafter referred to as "JAE".

IN CONSIDERATION of the mutual conveyances, covenants and conditions contained herein, the parties agree as follows:

Subject to the reservations and limitations set forth herein, Leveton conveys to JAE, its heirs, successors and assigns, a perpetual, non-exclusive easement over, upon and across the following described property situated in Washington County, Oregon (the "Leveton Easement Area").

The tract of land described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes.

Subject to the reservations and limitations set forth herein, JAE conveys to Leveton, its heirs, successors and assigns, a perpetual, non exclusive easement over, upon and across the following described property situated in Washington County, Oregon (the "JAE Easement Area").

The tract of land described by metes and bounds on Exhibit B attached hereto and made a part hereof for all purposes.

The Leveton Easement Area and the JAE Easement Area may be referred to collectively as the "Easement Areas". Any road constructed within the Easement Areas shall be and remain a private road.

The Leveton Easement Area and the JAE Easement Area shall be used by Leveton or JAE or by both Leveton and JAE, and their respective heirs, successors, assigns, agents, contractors, servants, employees, licensees, or invitees or any other person acting with the consent of that party, herein "related parties", for vehicular access purposes to the party's respective property.

In the event that a party hereto or its successors or assigns undertakes to use the common improvements in the Easement Areas in a manner which damages the improvement, then such party shall at its own expense restore the disturbed portion of the EAsement Areas to as near the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the

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[Signature]
mb

MAY 5 1989

work in question.

Each party shall, and does hereby indemnify, and hold the other party and the other party's successors, assigns, employees and agents thereof harmless from and against all losses, costs, claims, or damages of any nature including (without limitation) taxes, assessments or levies, court costs and attorneys' fees arising out of, related to, or in any way connected with the exercise by that party or any related parties of the rights granted herein.

JAE shall be responsible for the initial design and construction of any access drive located within the Easement Areas. Upon sale of Leveton's adjacent property, the parties or their heirs, successors and assigns shall share equally the costs of maintenance of the access drive located within the Easement Areas.

No money has been exchanged by the parties for these conveyances; provided, however, each party acknowledges receipt of other good and valuable consideration.

Each party warrants to the other party that it is lawfully seized in fee simple of the portion of the Easement Areas which it is conveying.

Executed this 1st day of ^{May} ~~April~~, 1989.

FIRST INTERSTATE BANK OF OREGON, N.A.
personal representative of the Estate of William Leveton

JAE OREGON, INC.

By: [Signature]
Name [Signature]
Title Vice President

By: [Signature]
Name Masao Asakura
Title President

By: [Signature]
Name D.W. Michael
Title ASST VICE PRESIDENT

2
[Signature]

MAY 5 1989

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 1 day of ^{may}~~April~~, 1989, before me, the undersigned, a Notary Public, personally appeared James M. Wilson, the Vice President and D. W. Michael, the Assistant Vice President of First Interstate Bank of Oregon, N.A. personal representative of the Estate of William Leveton, and acting on behalf of the bank and of the Estate, acknowledged the foregoing instrument as the voluntary act and deed of the bank and the Estate.

Debra M. Deadmond
Notary Public for Oregon DEBRA M. DEADMOND
My Commission expires 1-11-92
NOTARY PUBLIC - OREGON
My Commission Expires 1-11-92

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on 1 day of ^{may}~~April~~, 1989, by Masao Asakura as President of JAE Oregon, Inc.

Notary Public for Oregon
My Commission expires: _____

Debra M. Deadmond
DEBRA M. DEADMOND
NOTARY PUBLIC - OREGON
My Commission Expires 1-11-92

Return to:
Mark E Foster
121 SW. Salmon, S. 1630
Portland, Or. 97204

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J.A.

MAY 5 1989

PROPERTY DESCRIPTION

EXHIBIT A

Tax Lot 100
Section 22, Twp. 2 S.
Range 1 W. of W.M.

JOINT ACCESS EASEMENT

A strip of land of varying width and direction, being a portion of that parcel of real property described in a deed to William Leveton recorded in Book 1000, Page 713, Deed Records of Washington County, Oregon, said strip of land bounded by the following bearings and distances type description;

Commencing at a 2-inch brass disc marking the North Quarter Corner of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, S 00° 03' 39" W 30.00 feet along the North quarter section line of said Section 22 to the Point of Beginning on the South Right-of-Way line of S.W. Tualatin Road; thence, N 89° 40' 12" E 0.05 feet along said South Right-of-Way line; thence, S 89° 44' 37" E 63.07 feet along said South Right-of-Way line to a tangent curve to the left having a radius of 35.00 feet through a central angle of 90° 11' 44", the long chord of which bears S 45° 09' 31" W 49.58 feet; thence, S 0° 03' 39" W 14.79 feet; thence, S 3° 22' 27" W 95.16 feet to a nontangent curve to the right having a radius of 172.50 feet through a central angle of 21° 14' 34", the long chord of which bears S 10° 40' 55" W 63.59 feet; thence, N 89° 56' 21" W 10.78 feet to said North quarter section line of Section 22; thence, N 0° 03' 39" E 207.50 feet to the Point of Beginning.

Contains an area of 5227.9 sq. ft., more or less.

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[Handwritten signature]
M.B.

MAY 5 1989

PROPERTY DESCRIPTION

EXHIBIT B

Tax Lot 100, Parcel No. 2
Section 22, Twp 2 S.
Range 1 W. of W.M.

JOINT ACCESS EASEMENT

A strip of land of varying width and direction over and across the following described real property:

Commencing at a 2-inch brass disc marking the North quarter section corner of Section 22, T2S, R1W of the Willamette Meridian, thence S 0°03'39" W along the North quarter section line 30.00 feet to the South right-of-way line of S.W. Tualatin Road. Said point marked with a 5/8" iron rod and being the True Point of Beginning of this description. Continuing S 0°03'39" W along the North quarter section line 1,296.97 feet to a 5/8" iron rod; thence, N 87°27'19" W 112.70 feet to a 5/8" iron rod marking the beginning of a tangent curve to the left having a radius of 630.00 feet through a central angle of 33°11'44", the long chord of which bears S 75°56'49" W 359.92 feet to a 5/8" iron rod; thence, S 59°20'58" W 393.60 feet to an iron rod marking the beginning of a tangent curve to the right having a radius of 970.00 feet through a central angle of 16°59'41", the long chord of which bears S 67°50'48" W 286.66 feet to a 5/8" iron rod; thence, S 76°20'39" W 123.55 feet to a 5/8" iron rod; thence, N 0°03'39" E 1,710.46 feet to a 5/8" iron rod on the South right-of-way line of S.W. Tualatin Road; thence, N 89°40'12" E along said South right-of-way line 1,185.49 feet to the True Point of Beginning.

Except county roads.

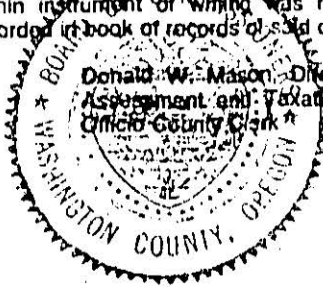
Said strip of land bounded by the following bearings and distances type description;

Commencing at a 2-inch brass disc marking the North Quarter Corner of Section 22, Township 2 South, Range 1 West of the Willamette Meridian; thence, S 00°03'39" W 30.00 feet along the quarter section line of said Section 22 to the Point of Beginning on the South Right-of-Way line of S.W. Tualatin Road; thence, S 00°03'39" W 207.50 feet along said quarter section line, said line also being the East property line of subject Parcel No. 2; thence, N 89°56'21" W 10.78 feet to a nontangent curve to the right having a radius of 172.50 feet through a central angle of 21°14'34", the long chord of which bears N 10°33'38" W 63.59 feet; thence, N 3°15'10" W 95.16 feet; thence, N 0°03'39" E 14.57 feet to a tangent curve to the left having a radius of 35.00 feet through a central angle of 90°23'26", the long chord of which bears N 45° 08'05" W 49.67 feet to a point on the North line of said Parcel No. 2; thence, N 89°40'12" E 63.24 feet to the Point of Beginning.

Contains an area of 5228.7 square feet, more or less.

STATE OF OREGON }
County of Washington } SS

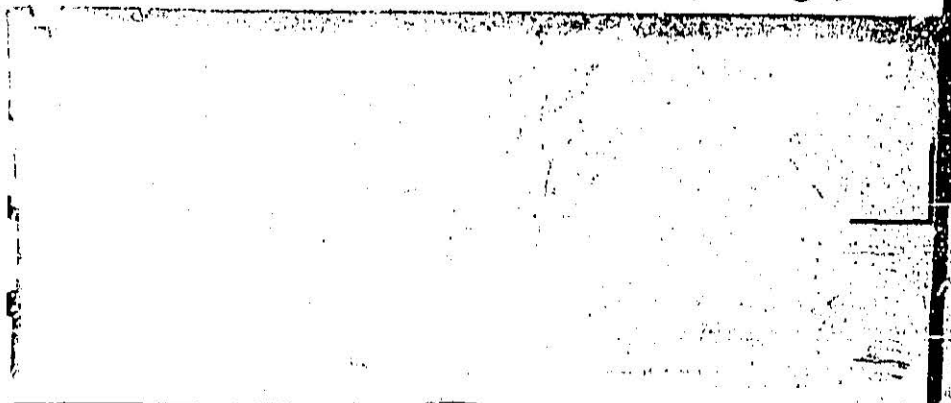
I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said County, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



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05/05/1989 04:13:04PM 31.00

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5
M.A.



PROPERTY DESCRIPTION

EXHIBIT B

Tax Lot 100, Parcel No. 2
Section 22, Twp 2 S.
Range 1 W. of W.M.

JOINT ACCESS EASEMENT

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Except county roads.

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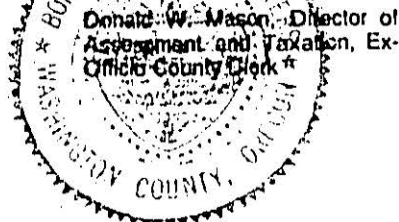
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STATE OF OREGON

County of Washington

} SS

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