

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



**CITY OF TUALATIN, OREGON**  
**ROADWAY AND UTILITY EASEMENT**

Horizon Community Church (“Grantor”), for consideration of the sum of \$250,000 received from Community Partners for Affordable Housing, and other good and valuable consideration received from the City of Tualatin, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin (“Grantee”), its successors, and assigns, and the public, a ROADWAY AND UTILITY EASEMENT (“Easement”) for the purposes set forth herein over, upon, across, and along the premises (“Easement Area”), subject to the rights reserved by Grantor as set forth herein, and legally described as follows:

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

TO HAVE AND TO HOLD this Easement unto Grantee in accordance with the terms, conditions, and covenants as follows:

1. This Easement is for the purpose of providing the City and public with use of a roadway and public utilities, including water, sanitary sewer, and stormwater facilities, within the Easement Area and normal and customary related amenities, such as; pedestrian crossings, street lights, street trees, street signs, striping, underground utilities, and such other facilities as are required to construct or maintain the roadway and public utilities in accordance with governmental regulations (collectively, “Facilities”). The Easement Area may be used by motor vehicles, pedestrians, bicyclists, joggers, skaters, personal transporters, wheelchair users (both non-motorized and motorized), and other motorized and non-motorized users as determined by City, provided that the City shall not

unreasonably restrict Grantor's use of, access to, or egress from its property located adjacent to the Easement Area, and no curbs, sidewalks or gutters shall be installed until such time as a public right of way immediately south of the Easement Area is constructed and dedicated. Any roadway improvements performed by Grantee shall be at even grade with the private access drive to the Easement Area, and nothing herein shall prohibit Grantor or any future owner of Grantor's property from paving such property at even grade with any paved roadway improvements completed by Grantee.

2. Grantor shall have the right to use the Easement Area for all purposes consistent with the exercise by the public of the rights granted herein, including, without limitation; the right to place, install, operate, repair, replace and maintain private utilities under, over, across and within the Easement Area, provided such use or utilities do not materially interfere with the use by the public of the Easement Area for the purposes stated herein.
3. Grantor warrants that it holds fee title to the Easement Area and that Grantee may peaceably enjoy the rights and benefits of this Easement without hindrance or interruption by Grantor or any other person or persons lawfully or equitably claiming by, through, or under Grantor, subject to the terms of this Easement and title matters of record as of the date hereof.
4. Grantor will indemnify and hold harmless Grantee from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation; reasonable legal fees (collectively, "Losses"), to the extent arising from or in connection with any activities performed on or within the Easement Area by Grantor or Grantor's agents, except to the extent that any such Losses arise from the negligence or willful misconduct of Grantee, its agents, or employees. In no event will Grantor be liable for the acts of unrelated third parties on or within the Easement Area.
5. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor from and against any and all Losses to the extent arising from or in connection with any activities performed on or within the Easement Area by Grantee or Grantee's agents, except to the extent that any such Losses arise from the negligence or willful misconduct of Grantor, its agents, or employees.
6. Except as otherwise expressly provided in this Easement, any communications between Grantor and Grantee or notices to be given hereunder must be given in one or more of the following ways:
  - a. Notice By Personal Delivery. Any communication or notice given by personal delivery is effective when actually delivered.
  - b. Notice by Email. Any communication or notice given by email is effective

upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- c. Notice to Representatives. Unless otherwise notified in writing as set forth above, notices must be given to:

Grantee's Representative:

Sherilyn Lombos  
City Manager  
18880 SW Martinazzi Avenue  
Tualatin, Oregon 97062  
Phone: 503.691.3010  
Email: slombos@ci.tualatin.or.us

Grantor's Representative:

Randy Campbell  
Pastor  
23370 SW Boones Ferry Road  
Tualatin, Oregon 97062  
Phone: 503.612.6688  
Email: rcampbell@horizoncommunity.church

If a Representative or recipient designated above is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the party's Representative, the party may request clarification by the other party's Representative, which must be promptly furnished.

7. Grantor and Grantee must exercise good faith and due diligence to resolve any disputes that may arise between them pertaining to timeliness, performance, cost, schedule, scope, quality or other terms and conditions of this Easement. Grantor and Grantee will work amicably to resolve disputes. If a dispute cannot be resolved, then Grantor and Grantee must submit the matter to mediation through the Arbitration Services of Portland. The mediator must be chosen by mutual agreement. If a mediator cannot be agreed upon, Grantor and Grantee will present the dispute to a mediator selected by the Presiding Judge of Washington County Circuit Court. The mediation fee will be borne equally by Grantor and Grantee. Only if the dispute cannot be resolved through discussion, negotiation or mediation, may a party pursue resolution by filing a complaint in the Washington County Circuit Court to litigate the claim.
8. This Easement, and the covenants and agreements contained in this instrument, will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, Grantor has executed this easement this \_\_\_\_ day of \_\_\_\_\_, 2022.

HORIZON COMMUNITY CHURCH

BY: \_\_\_\_\_  
INSERT  
GRANTOR

STATE OF OREGON     )  
  )  
County of Washington    )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Horizon Community Church, an Oregon nonprofit corporation, on behalf of said nonprofit corporation.

\_\_\_\_\_  
Notary Public - State of Oregon  
My commission expires: \_\_\_\_\_

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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**Exhibit A**

**Legal Description of Easement Area**

[To be provided]

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**Exhibit B**

**Map - Easement Area**

[To be provided]