## City of Tualatin 65<sup>th</sup> and Nyberg Trunk Upgrade Project

## **OBLIGATION AGREEMENT**

File No.: 2S124DA01000 Owner: TMV, LLC Address: c/o Daniel Peterson, Partner Cosgrave Vergeer Kester LLP 900 SW Fifth Ave, 24<sup>th</sup> Floor Portland, OR 97204

Date: February 7, 2022

City and Owner have negotiated and accepted true and actual consideration of \$95,000 minus a credit to the City of Tualatin in the amount of \$10,189 for a total settlement of \$84,811.. The City will be responsible for restoring all areas disturbed to equal or better condition.

Notwithstanding the language in the City's Waterline, Storm Drainage Line, Stormwater, Sanitary Sewer Line, and Access Easement and the Temporary Construction Easement, the City agrees to:

- Impose a "late completion" penalty on the contractor for the portion of this project that will affect TMV's parking lot beyond what is needed for bypass pumping. The City agrees to reimburse TMV, LLC \$500 per day for time that would exceed the agreed timeframe of 6 weeks from the first day on site. The first day on the site is defined as the day that the contractor begins construction related activities within the parking lot outside of the existing permanent easement.
- Require the contractor to confirm possession and/or immediate availability of all necessary materials prior to breaking ground on the TMV, LLC site.
- Allow contractor to work 7 days per week during the portion of the project that affects TMV, LLC's parking lot.
- No contractor or construction worker parking or equipment storage will take place on site at the TMV, LLC lot outside of the phased construction area and laydown areas shown on the Nyberg Trunk Line Sewer Rehabilitation construction drawings, sheet C011, Site Access and Staging Plan – Tax Lot 1000.
- Make its best effort to minimize impact to the four TMV, LLC parking spaces in the southwest corner of tax lot 1000, due to the need for bypass pumping in the initial phase of construction. TMV, LLC requests the use be reduced from four spots to two or less when possible.

- Make every effort to accommodate deliveries for tenants onsite and allow for continued pickup services.
- Begin the process, with the intent to vacate a portion of the original easement alignment, once the City of Tualatin receives a valid signed copy of the Permanent Utility Easement.

It is understood and agreed that the City of Tualatin's and Grantor's performance of this agreement shall be a portion of the consideration for the concurrent real property transaction evidenced by the Temporary Construction Easement document between the Grantor and the City of Tualatin.

This Agreement, the transactions contemplated, and City of Tualatin's obligations are expressly conditioned upon the formal approval by the City Council of Tualatin, Oregon, by resolution, of the purchase of the Easement and the terms and conditions set forth in this Agreement.

TMV LLC, an Oregon limited liability company:		City of Tualatin:	
Robert Tataumi	2/17/2022		
Signature	Date	Signature	Date
Signature	Date		