

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

Washington County, Oregon
07/27/2021 10:34:25 AM
D-E Cnt=1 Stn=31 RECORDS1
\$30.00 \$5.00 \$11.00 \$60.00 - Total =\$106.00

2021-082366



02784249202100823660060063

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



CITY OF TUALATIN, OREGON
PUBLIC ACCESS EASEMENT

112th & Myslony JPMJD-USICV, LLC, a Delaware limited liability company (“Grantor”), for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does forever grant to the City of Tualatin (“Grantee”), its successors, and assigns, and the public, a Public Access Easement (the “Public Access Easement”) for the purposes ingress and egress set forth herein over, upon, across, and along the premises, which is legally described as follows:

See Exhibit 1 (Legal Description of Public Access Easement Area) attached and as shown on Exhibit 2 (Map) attached.

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

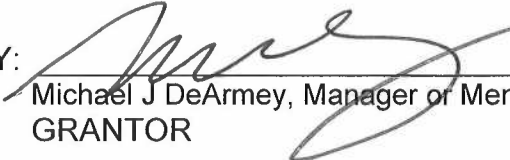
1. This Easement is for the purpose of provide public a non-exclusive permanent access easement for the purpose of ingress and egress at any and all times over the Grantor’s property, providing the City and public with use of the Public Access Easement for use by the public, including by motor vehicles, pedestrians, bicyclists, wheelchair users (both nonmotorized and motorized), and other motorized and nonmotorized users.
2. Grantor shall have the right to use the Easement Areas 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 and maintain utilities under, over, across and within the Public Access Easement, provided such use or utilities do not materially interfere with the use by the public of the Easement Areas for the purposes stated herein.

3. Grantor must construct, install, repair and maintain the Public Access Easement area for roadway use, in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, including but not limited to City of Tualatin standards, and in a clean and usable condition. If Grantor fails to maintain the Public Access Easement Area, Grantee may notify Grantor in writing, specifying the areas where and ways in which Grantor is not maintaining the Public Access Easement Area. If Grantor fails to perform such action within 30 days from the date the notice is mailed, Grantee may enter upon the property and cause said maintenance to be made and bill Grantor for the reasonable costs associated therewith, which Grantor must promptly pay.
4. Grantor warrants that it holds fee title to the Public Access Easement Area and that Grantee and the public 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.
5. In the event that Grantee decides to install additional facilities such as traffic control signage, on the Public Access Easement Area (the "Additional Facilities"), Grantee shall provide Grantor with reasonable prior notice, and Grantee may conduct the installation of the Additional Facilities at Grantee's sole cost and expense in accordance with governmental regulations, and Grantee shall then be responsible for the maintenance, repair, and operation of the Additional Facilities at Grantee's sole cost and expense unless otherwise agreed by the parties, and shall promptly restore the Roadway Easement Area and any other property owned by Grantor that is affected by Grantee's activities, including any improvements disturbed by Grantee, to as good a condition as they were prior to any such installation or work at Grantee's sole cost and expense.
6. Grantor and Grantee will indemnify and hold harmless each other from and against any and all third party claims, demands, losses, damages, and reasonable expenses, including, without limitation, reasonable legal fees, arising from or in connection with any activities performed on or within the Public Access Easement Area by Grantor or Grantor's agents, or Grantee or Grantee's agents, as the case may be, except to the extent that any such claims, demands, losses, damages, and expenses result from the negligence or willful misconduct of the indemnified party, its agents, or employees.
7. In exercising its access rights hereunder, Grantee will use reasonable efforts to:
(a) notify Grantor that Grantee intends to perform work in the Easement Areas;
and (b) avoid causing unreasonable interference, obstruction, or delay in: (i) public access to or from property owned by Grantor, or any part thereof; (ii) parking, or (iii) traffic circulation.
8. This Public Access Easement runs with the land, 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 20th day of July, 2021.

112th & Myslony JPMJD—USICV, LLC,
a Delaware limited liability company

BY: 
Michael J DeArmey, Manager of Member
GRANTOR

STATE OF OREGON)
)
County of _____)

please see attached

This instrument was acknowledged before me on _____, 2019, by _____, Manager _____, LLC.

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 26 day of July 2021

BY: 
SHERILYN LOMBOS,
CITY MANAGER

APPROVED AS TO FORM
BY: 
City Attorney

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

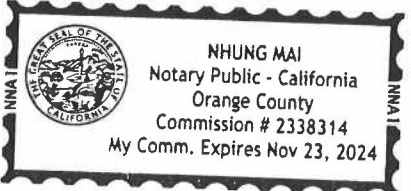
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of orange }

On July 20, 2021 before me, Nhung Mai, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael J. DeArmey
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 Nhung Mai
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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____



EXHIBIT "A"

PO Box 398
Camas, WA 98607
360.834.2519
www.kcdevelopment.net

PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

Access Easement Legal Description July 20, 2021

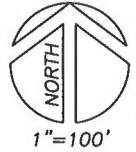
A Portion of the Southeast 1/4 of Section 22, Township 2 South, Range 1 West, W.M., City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at a point which bears S01°30'47"W, 31.00 feet and N88°31'05"W, 4.90 feet from the 5/8" Rebar with a Yellow Plastic Cap inscribed "AKS ENGR" as set in Survey Number 31701 marking the Northeast Corner of Tract 2 of that Property Line Adjustment recorded in Document Number 2020-037972, Washington County Records; thence S01°24'45"W, 83.47 feet; thence S04°50'57"E, 25.55 feet; thence S01°24'45"W, 489.06 feet to a point of curvature; thence along the arc of a 46.40 foot radius curve concave to the Northwest, through a central angle of 90°00'00" (chord bears S46°24'45"W, 65.62 feet) a distance of 72.88 feet to a point of tangency; thence N88°35'15"W, 376.63 feet to a point of curvature; thence along the arc of a 46.40 foot radius curve concave to the Northeast, through a central angle of 89°59'29" (chord bears N43°35'30"W, 65.62 feet) a distance of 72.88 feet to a point of tangency; thence N01°24'14"E, 449.21 feet; thence N19°51'24"W, 32.75 feet to a point of non-tangent curvature; thence along the arc of a 220.50 foot radius curve concave to the Northwest, through a central angle of 09°00'01" (chord bears N65°51'06"E, 34.60 feet) a distance of 34.64 feet to a point of non-tangency; thence S28°56'08"E, 13.18 feet; thence S01°24'14"W, 474.18 feet to a point of curvature; thence along the arc of a 29.50 foot radius curve concave to the Northeast, through a central angle of 89°59'29" (chord bears S43°35'30"E, 41.72 feet) a distance of 46.33 feet to a point of tangency; thence S88°35'15"E, 311.44 feet to a point of curvature; thence along the arc of a 24.50 foot radius curve concave to the Northwest, through a central angle of 90°00'00" (chord bears N46°24'45"E, 34.65 feet) a distance of 38.48 feet to a point of tangency; thence N01°24'45"E, 468.03 feet; thence S88°35'15"E, 49.21 feet; thence N08°25'52"W, 127.74 feet; thence S88°31'05"E, 47.84 feet to the Point of Beginning.

Containing 68,205 Square Feet (1.566 Acres).

EXHIBIT "B"

SITUATED IN THE SOUTHEAST 1/4 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.,
CITY OF TUALATIN, WASHINGTON COUNTY, OREGON

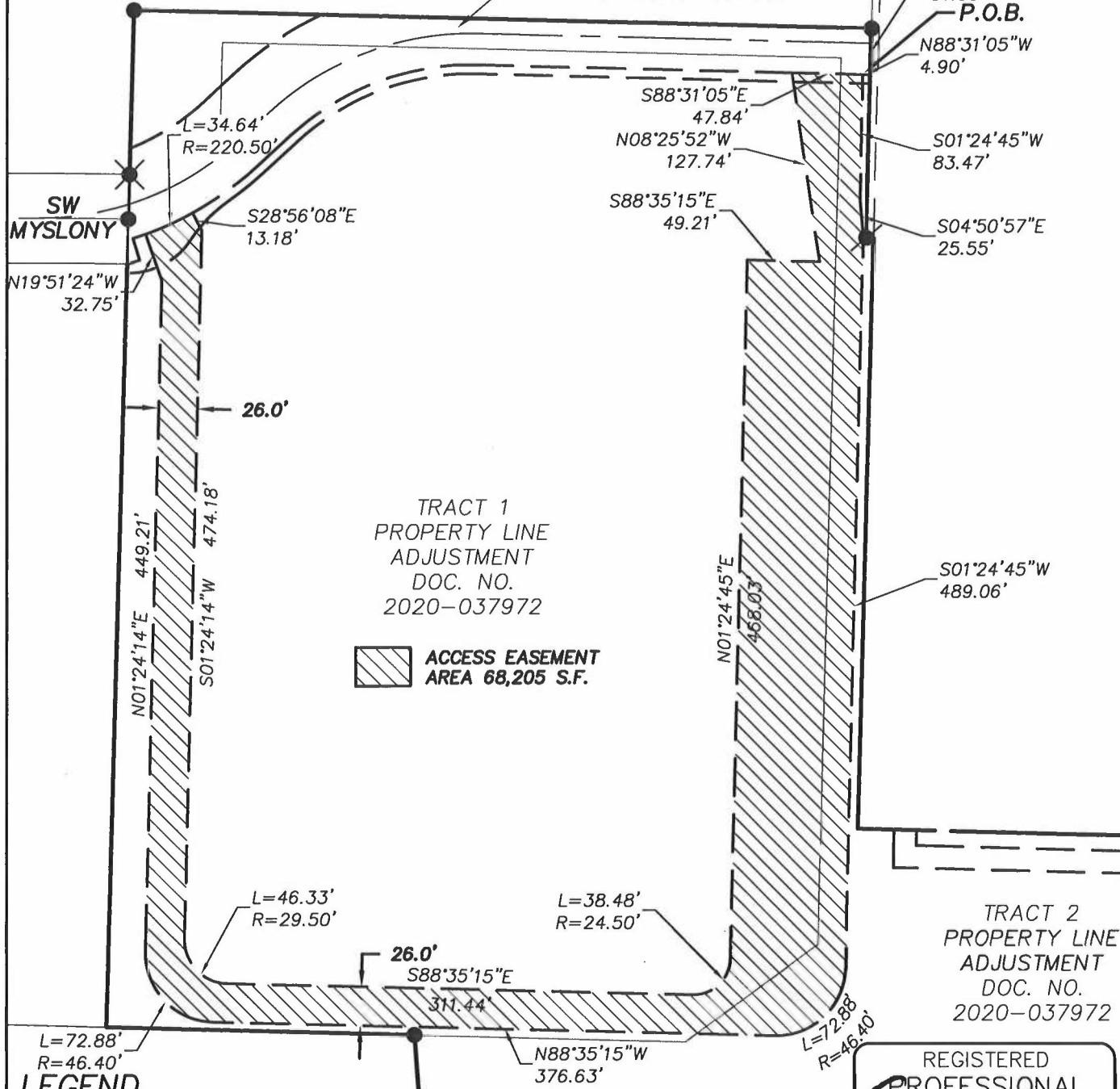


BASIS OF BEARINGS

STATE PLANE GRID COORDINATES
INTERNATIONAL FEET
3601 OREGON NORTH
NAD83(2011)(EPOCH2010.0000)
POINT SCALE 0.99990106
COMBINED FACTOR 0.99989672

JULY 20, 2021

TRACT 2
PROPERTY LINE ADJUSTMENT
DOC. NO. 2020-037972



TRACT 1
PROPERTY LINE
ADJUSTMENT
DOC. NO.
2020-037972

 ACCESS EASEMENT
AREA 68,205 S.F.

TRACT 2
PROPERTY LINE
ADJUSTMENT
DOC. NO.
2020-037972

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
CINDY A. HALCUMB
58928 LS

EXPIRATION 06/30/23

PREPARED BY:
KC DEVELOPMENT
360.834.2519

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "AKS ENGR" (SET SURVEY NUMBER 31701/31560) HELD
- FOUND 3" BRASS DISK WITH PUNCH MARK "DEHAAS & ASSOC INC." (SET SURVEY NUMBER 22104) HELD
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "RYAN LS 58833" (SET SN 30837) HELD