CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 13-39

A RESOLUTION APPROVING THE PURCHASE OF THE STEVE STREET PROPERTY, (TAX LOT 1S136CB04402), AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO COMPLETE THE PROPERTY PURCHASE ON BEHALF OF THE CITY

WHEREAS, in November 2010 Tigard voters passed a $17 million park bond measure whereby 80 percent of bond proceeds were dedicated to acquiring open space and park land such as the Steve Street property; and

WHEREAS, the Park and Recreation Advisory Board (PRAB) was tasked with evaluating more than 60 potential park properties, and the Steve Street property ranked in the top third of the PRAB's acquisition list; and

WHEREAS, the city would like to acquire the property to create a publicly-owned neighborhood park and open space, in an area that needs parks; and

WHEREAS, the council authorized staff to negotiate the purchase of the Steve Street property on January 22, 2013; and

WHEREAS, the property is located at the end of SW 84th Avenue within Tigard city limits; and

WHEREAS, the city and property owner have reached a tentative agreement to purchase/sell the property and to purchase/sell a pedestrian easement from Steve Street to the property; and

WHEREAS, this is agreement is subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council agrees to the terms of the attached Purchase Agreement and Escrow Instructions, including the purchase price of $225,000 for the Steve Street property.

SECTION 2: The City Council agrees to the terms of the Easement Agreement, (Exhibit D to the Purchase Agreement and Escrow Instructions), including the purchase price of $1,250 for the pedestrian easement from Steve Street to the property.

SECTION 3: The City Council authorizes the city manager to take all necessary action to complete the Steve Street property purchase on behalf of the city. This includes, but is not limited to, execution of the Purchase Agreement and Escrow Instructions, Easement Agreement and closing documents.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This 3rd day of Sept. 2013.

Mayor - City of Tigard

ATTEST:

Carol A. Krager
City Recorder - City of Tigard

PURCHASE AGREEMENT
AND
ESCROW INSTRUCTIONS

BETWEEN: Japanese International Baptist Church, an Oregon nonprofit corporation
800 SW Spruce St.
Tigard, OR 97223 ("Seller")

And: City of Tigard, a Municipal corporation ("Purchaser")

DATED: August_____, 2013 ("Effective Date")

RECITALS

A. Seller owns certain real property in the city of Tigard, county of Washington, Oregon, which is more fully described on the attached and incorporated **Exhibit A** (the "Property").

B. Seller desires to sell the Property, and Purchaser desires to purchase the Property pursuant to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

ARTICLE 1
DEFINED TERMS

1.1 **Cash.** The term "Cash" means (i) United States currency, (ii) a check currently dated and payable to Escrow Holder, or (iii) U.S. funds credited by wire transfer into Escrow Holder's bank account.

1.2 **Closing.** The process described in Article 9 of this Agreement.

1.3 **Closing Date.** Closing shall occur on the date that is thirty (30) days after the expiration of the Contingency Period, or on such other date as the parties may agree upon in writing.

1.4 **Contingency Period.** The period that ends on the date that all of the conditions precedent to Closing are waived by Purchaser or satisfied.

1.5 **Deed.** A statutory warranty deed in the form of **Exhibit B** attached hereto which shall be used to convey the Property from Seller to Purchaser.

1.6 **Earnest Money.** The cash payable to Seller pursuant to Section 2.2 of this Agreement in the amount of Five Thousand and No/100 Dollars ($5,000.00), plus all interest which accrues thereon.

1.7 **Easement.** The document granting Purchaser a twenty-five (25) foot wide pedestrian, bicycle and access easement to the Property over Seller's adjoining Property, a copy of which is attached and incorporated as **Exhibit D**.

1.8 **Environmental Laws.** Any federal, state, or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authority existing now or in the future that classify, regulate, list, or define Hazardous Materials.

1.9 **Escrow Holder.** First American Title, located at 9200 SE Sunnybrook Blvd, Suite 400, Clackamas, Oregon, 97015, Phone: (503) 659-0069.

1.10 **Escrow.** The escrow opened by Escrow Holder pursuant to this Agreement.

1.11 **Hazardous Materials.** Any toxic or hazardous substance, material, waste, pollutant, contaminant, or infectious or radioactive material, including but not limited to those substances, materials, waste, chemicals, or mixtures that are (or that contain any) substances, chemicals, compounds, or mixtures regulated, either now or in the future, under any law, rule, regulation, code or ordinance.

1.12 **Property.** The term "Property" as defined in this Agreement, includes land described in Exhibit A, together with all improvements, rights, privileges, servitudes and appurtenances thereunto belonging or appertaining, including all right, title, and interest of Seller, if any, in and to the streets, alleys, and rights-of-way adjacent to the land, which will be transferred to Purchaser at Closing.

1.13 **Property Documents.** Any and all documents in Seller's possession or control relating to or affecting the Property, including without limitation, conditional use permits, land use approvals, land use applications, permits, licenses, any agreements related to the Property that will survive Closing, maps, development agreements, surveys and studies relating to the Property prepared by third parties.

1.14 **Purchase Price.** Cash in the amount of Two Hundred Twenty-Five Thousand and No/100 Dollars ($225,000.00).

ARTICLE 2
EARNEST MONEY AND PURCHASE PRICE

2.1 **Sale of Property.** Subject to the terms and conditions in this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to buy the Property from Seller.

2.2 **Earnest Money.** Within ten (10) days after the opening of Escrow as set forth in Section 3.1, Purchaser shall deposit the Earnest Money into Escrow. Escrow Holder shall hold the Earnest Money in an interest-bearing account that is FDIC insured, unless the parties approve

holding the Earnest Money in a non-interest bearing account. The Earnest Money shall be refundable to Buyer until the Study Period expires or the conditions precedent to Closing set forth in Section 4 of this Agreement are waived in writing by Buyer; thereafter, the Earnest Money shall not be refundable except (i) in the event of a Seller default or (ii) if at Closing Seller shall have failed to cure a disapproved exception to title as provided in Section 4.6 or shall have failed to clear the Property of any tenancies as required by Section 4.8.2. The Earnest Money shall be applicable to the Purchase Price at closing.

2.3 **Purchase Price.** The Purchase Price shall be paid by Purchaser in Cash to Seller at the Closing. The Earnest Money shall be applied to the Purchase Price.

ARTICLE 3
DELIVERIES TO ESCROW HOLDER

3.1 **Opening of Escrow.**

3.1.1 Within three (3) days after the Effective Date, Purchaser and Seller shall open Escrow by depositing with Escrow Holder a fully executed photocopy of this Agreement for use as escrow instructions. Escrow Holder shall execute the Consent of Escrow Holder which appears at the end of this Agreement and deliver a fully executed consent to Purchaser and Seller.

3.1.2 Purchaser and Seller hereby authorize Escrow Holder to take necessary steps for the Closing of this transaction pursuant to the terms of this Agreement.

3.1.3 Purchaser and Seller may jointly or separately prepare additional escrow instructions. Escrow Holder may also provide general instructions. If there is any inconsistency between the provisions of any of these instructions and this Agreement, the provisions of this Agreement shall control.

3.2 **Purchaser's Deliveries.** At or before Closing, Purchaser shall deposit into Escrow (i) the Earnest Money, (ii) the balance of the Purchase Price, (iii) a signed counterpart of the Easement, (iv) an executed and acknowledged acceptance of the Deed, and (v) all other documents and instruments reasonably requested by Escrow Holder for Closing.

3.3 **Seller's Deliveries**. At or before Closing, Seller shall deliver into Escrow (i) an executed and acknowledged Deed, (ii) an executed Certificate of Non-Foreign Status, pursuant to Section 1445(b)(2) of the Internal Revenue Code, certifying that Seller is a non-foreign person, (iii) a signed counterpart of the Easement, and (iv) all other documents and instruments reasonably requested by Escrow Holder for Closing. At Closing, Seller shall deliver possession of the Property to Purchaser.

ARTICLE 4
CONDITIONS PRECEDENT TO CLOSING

4.1 **Purchaser's Right to Analyze Property Documents**. Within ten (10) days after the Effective Date, Seller shall deliver all Property Documents to Purchaser. During the Study

Period (as defined in Section 4.2 below), Purchaser shall have the right to analyze the Property Documents and determine, in Purchaser's sole, absolute and arbitrary discretion, whether the Property is suitable for Purchaser's intended use.

4.2 **Purchaser's Right to Analyze Property**. For a period of sixty (60) days after the Effective Date, Purchaser shall have the right to analyze the Property and determine, in Purchaser's sole, absolute and arbitrary discretion, whether the Property is suitable for Purchaser's intended use (the "Study Period"). Purchaser shall have the right to enter onto the Property to conduct any and all tests, investigations, and inspections deemed necessary by Purchaser. Such investigations and/or studies shall be conducted by Purchaser at its sole expense. Purchaser shall defend, indemnify and hold Seller harmless for, from, and against any claim, loss, or liability, or any claim of lien or damage which arises in connection with any entry on the Property by Purchaser or any activities on the Property by Purchaser, its agents, employees, and independent contractors; provided, however, that Purchaser shall have no obligation to indemnify, defend, or hold harmless Seller from any condition of the Property discovered by Purchaser, or from any loss of marketability of the Property as a consequence of such discovery.

4.3 **Notice of Termination; Failure to Notify.** If Purchaser determines, in Purchaser's sole, absolute, and arbitrary discretion, the Property is not suitable, Purchaser may terminate this Agreement and cancel Escrow by delivering written notice of termination to Seller prior to the expiration of the Study Period, in which case this Agreement shall immediately terminate and Escrow Holder shall immediately return the Earnest Money to Purchaser.

4.4 **Review of Preliminary Report.** Within ten (10) days after the Effective Date, Seller shall provide Purchaser with a preliminary title report issued by the Escrow Holder, describing title to the Property, and including legible copies of all recorded documents described in the preliminary report and plotted easements (collectively, the "Preliminary Report"). On or before ten (10) days after Purchaser's receipt of the Preliminary Report, Purchaser shall deliver written notice of approval or disapproval of matters disclosed in the Preliminary Report, which approval or disapproval shall be in Purchaser's sole and absolute discretion. Unless waived pursuant to Section 4.6, the approved matters disclosed in the Preliminary Report along with the standard printed exceptions on a form of title insurance policy, shall be the "Permitted Exceptions" included as exceptions in the Title Policy, defined in Section 4.7.

4.5 **Right to Cure Disapproval of Preliminary Report.** If Purchaser delivers notice of disapproval pursuant to Section 4.4 above, Seller may elect in writing, within five (5) days thereafter, to agree to remove or otherwise cure, to Purchaser's reasonable satisfaction, any disapproved item(s) prior to Closing. Notwithstanding any provision in this Agreement to the contrary, Seller shall be obligated to remove any deeds of trust and other monetary liens (other than liens for non-delinquent taxes and assessments) and any exceptions to title caused by Seller.

4.6 **Failure to Cure Disapproval of Preliminary Report.** If Seller fails to agree to cure a disapproved item, or agrees to cure and thereafter fails to cure a disapproved item prior to Closing, Purchaser shall have the right to (i) terminate this Agreement and receive a full refund of the Earnest Money, (ii) suspend performance of its obligations under this Agreement at no

cost to Purchaser and extend the Closing Date until that removal of the disapproved exception has occurred or (iii) waive in writing its prior disapproval of such item and accept title subject to such previously disapproved item, by delivering written notice of Purchaser's election to Seller prior to Closing.

4.7 **Title Policy.** Seller shall be unconditionally committed to procure from Escrow Holder upon the Closing, an ALTA standard coverage owner's policy of title insurance for the Property, with a liability limit in the amount of the Purchase Price, and insuring fee title vests in Purchaser subject only to the Permitted Exceptions (collectively, the "Title Policy"). At Purchaser's option, Purchaser may elect to have the Title Policy issued with endorsements and/or in an ALTA extended coverage form, provided that Purchaser pays any additional costs associated with issuance of such policy and pursuant to section 8.4 of this Agreement.

4.8 **Approval of Leases & Estoppel Certificates.**

4.8.1 **Leases.** Within ten (10) days of the Effective Date, Seller will provide to Purchaser copies of all current leases affecting the Property, and copies any and all documents other than leases which provide for or discuss any matters affecting the occupancy of the Property by tenants, including but not limited to options to lease, relocation rights, termination rights, and/or expansion or contraction rights (collectively, the "Lease Documents"). Purchaser may terminate this Agreement at any time during the Study Period if Purchaser shall determine in the exercise of its sole discretion that the documents described in Section 4.1 or the Lease Documents are not satisfactory.

4.8.2 **No Tenancies.** At least five (5) days prior to the Closing Date, Seller shall have terminated any tenancy provided for in the Lease Documents and rendered the Property free of any occupants whatsoever.

4.9 **Contingency Failure.** If Buyer fails to notify Seller by the end of the Study Period that the conditions set forth in this Article 4 have been satisfied or waived, this Agreement and the rights and obligations of the Purchaser and the Seller shall automatically terminate, and the Escrow Holder shall immediately return the Earnest Money to Purchaser.

ARTICLE 5
COVENANTS AND AGREEMENTS

5.1 **Damage or Destruction; Eminent Domain.** If, prior to the Closing, all or a material part of the Property is damaged or destroyed, or taken or appropriated by any public or quasi-public authority under the power of eminent domain or such an eminent domain action is threatened pursuant to a resolution of intention to condemn filed by any public entity, Purchaser may either (i) terminate this Agreement and receive a refund of the Earnest Money, or (ii) elect to receive an assignment from Seller in lieu of the part of the Property that has been so damaged or taken of all of Seller's rights to any award and/or proceeds attributable to said damaged or taken part of the Property, and the parties shall proceed to Closing pursuant to this Agreement.

5.2 **Easement**. At Closing, Seller agrees to grant to Purchaser an Easement, in substantially the same form as that set forth in the attached and incorporated Exhibit D, for bicycle and pedestrian access over the portion of Seller's additional property depicted on the attached and incorporated Exhibit E ("Easement Area"). The provisions of this Section 5.2 shall survive Closing.

ARTICLE 6
SELLER'S REPRESENTATIONS AND WARRANTIES

6.1 **Representations and Warranties of Seller.** Seller represents and warrants that, as of the Effective Date, the end of the Contingency Period, and the Closing, that all of the representations and warranties contained in this Agreement are and shall be true and correct, and shall survive Closing for a period of one (1) year. Each of Seller's representations and warranties is material to and is being relied upon by Purchaser and the continuing truth thereof shall constitute a condition precedent to Purchaser's obligations hereunder. Seller represents and warrants to Purchaser as follows:

6.1.1 **Proof of Authority.** Seller has authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and shall deliver such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the Seller to act for or bind the Seller, as may be reasonably required by the Escrow Holder and/or the Purchaser.

6.1.2 **Title to the Property.** Seller has sole legal and beneficial fee title to the Property, and has not granted any person or entity any right or interest in the Property except as set forth in this Agreement and in the Preliminary Report. Seller agrees to transfer to Purchaser, via Deed, the Property, subject only to the Permitted Exceptions.

6.1.3 **Property Documents, Lease Documents; No Defaults.** To Seller's knowledge, the Property Documents and Lease Documents delivered by Seller to Purchaser are true, correct and complete copies and there are no other documents or instruments, in Seller's possession and control, that would constitute Property Documents or Lease Documents that have not been delivered by Seller or otherwise made available to Purchaser. Seller has no knowledge of any default by Seller under any Property Documents or Lease Documents. Seller warrants that the services associated with the Property Documents and Lease Documents, have been, or will be, paid for by Seller no later than Closing.

6.1.4 **Pending Transactions, Suits or Proceedings.** To Seller's knowledge, there are no transactions, suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation, or investigations pending or threatened against or affecting the Property or Seller as the owner of the Property in any court at law or in equity, or before or by any governmental department, commission, board, agency or instrumentality.

6.1.5 **Defects.** To Seller's knowledge, there are no latent or other defects or conditions on or about the Property which would cause injury or damage to persons or property, or which would have a material adverse effect on lawful uses of the Property.

6.1.6 **No Further Encumbrances.** As long as this Agreement remains in force, Seller will not lease, transfer, option, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into any agreement granting to any person or entity any option to purchase or rights superior to Purchaser with respect to the Property or any part thereof.

6.1.7 **Hazardous Materials.** To Seller's knowledge, no Hazardous Materials have been generated, disposed of, deposited or released (or caused to be generated, disposed of or released) on, within, under, about or from the Property. To Seller's knowledge, no other party or person has used, stored, transported, generated, disposed of or released on, within, under, about or from the Property any Hazardous Materials. Without limiting the foregoing, neither Seller nor, to Seller's knowledge, any other party, has installed, operated or maintained any underground storage tanks on or adjacent to the Property, and the Property is not now, and has never been, in violation and is not currently under investigation for the violation of any Environmental Laws. To Seller's knowledge, there is no asbestos or lead paint on the Property. Seller hereby assigns to Purchaser as of the Closing, to the extent assignable, all claims, counterclaims, defenses or actions, whether at common law or pursuant to any other applicable federal or state or other laws, if any, that Seller may have against third parties to the extent relating to the existence of Hazardous Materials in, at, on, under or about the Property.

6.1.8 **Access; Possession.** The Property has legal and physical access to a publicly-dedicated street or road. Except as reflected in the Lease Documents, there are no leases or tenancies in effect on the Property and possession thereof can and will be delivered to Purchaser upon Closing.

6.1.9 **Construction or Other Liens.** Seller warrants that, at the time of Closing, no work, labor or materials have been expended, bestowed or placed upon the Property, adjacent thereto or within any existing or proposed assessment district which will remain unpaid at close of escrow or upon which a lien may be filed.

6.1.10 **No Option or Right of First Refusal to Acquire Premises.** Seller represents that no person or entity has any right of first refusal or option to acquire any interest in the property or any part thereof.

6.1.11 **Conduct Pending Full Payment; Covenants.**

6.1.11.1 Conduct of Property. Seller hereby agrees that Seller will not modify, cancel, extend or otherwise change in any material manner any of the terms, covenants or conditions of the Property Documents or Lease Documents, nor enter into any additional leases as to the Property without Purchaser's written consent, nor enter into any other agreements having a material effect on the Property without the prior written consent of Purchaser, which Purchaser shall not unreasonably withhold.

6.1.11.2 No Alterations. Seller will not make any material alterations to the Property prior to the Closing.

6.1.11.3 Condition of the Property Through Closing. Seller shall, between the Effective Date and the Closing Date: (i) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting or altering of the Property in any way, (ii) keep all existing insurance policies affecting the Property in full force and effect, (iii) make all regular payments of interest and principal on any existing financing, (iv) pay all real property taxes and assessments against the Property prior to delinquency, (v) comply with all government regulations, and (vi) keep Purchaser timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

ARTICLE 7
PURCHASER'S REPRESENTATIONS AND WARRANTIES

7.1 **Purchaser's Representation and Warranties.** Purchaser represents and warrants that, as of the Effective Date, the end of the Contingency Period, and Closing, all of the representations and warranties of Purchaser contained in this Agreement are and shall be true and correct, and shall survive Closing for a period of one (1) year. Each of Purchaser's representations and warranties is material to and is being relied upon by Seller and the continuing truth thereof shall constitute a condition precedent to Seller's obligations hereunder. Purchaser represents and warrants to Seller as follows:

7.1.1 **Authority.** The execution and delivery of this Agreement has been duly authorized and approved by all requisite action of Purchaser, and the consummation of the transactions contemplated hereby will be duly authorized and approved by all requisite action of Purchaser, and no other authorizations or approvals will be necessary in order to enable Purchaser to enter into or to comply with the terms of this Agreement.

7.1.2 **Binding Effect of Documents.** This Agreement and the other documents to be executed by Purchaser hereunder, upon execution and delivery thereof by Purchaser, will have been duly entered into by Purchaser, and will constitute legal, valid and binding obligations of Purchaser. To Purchaser's actual knowledge, neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Purchaser is a party or by which it is bound.

ARTICLE 8
PRORATED FEES AND COSTS

8.1 **Prorations.** Escrow Holder will prorate between the parties, based on the latest information available to Escrow Holder, all taxes, bonds and assessments ("Taxes") for the Property, except as provided in Section 8.2 below. If, after the Closing, either party receives a bill for any Taxes, the parties agree that the Taxes shall be prorated between the parties to the Closing Date. The party receiving the bill for the Taxes shall notify the other party in writing of the amount of such Taxes and the party receiving that notice shall pay its prorated share of such Taxes within thirty (30) days of demand therefore, but not later than ten (10) days prior to delinquency. The parties' obligations under this Section shall survive Closing.

8.2 **Penalties.** Any penalties that would be due as a result of removal of the Property from any tax deferral program shall be charged to Seller as though the Property were removed from such program on the Closing Date. Seller's obligations under this Section shall survive Closing.

8.3 **Seller's Fees and Costs.** Seller shall pay: (i) the costs for the Title Policy; (ii) Seller's recording charges; (iii) one-half of Escrow Holder's escrow fee; and (iv) one-half of any transfer taxes.

8.4 **Purchaser's Fees and Costs.** Purchaser shall pay (i) one-half of the Escrow Holder's escrow fee, (ii) Purchaser's recording charges; (iii) if requested by Purchaser, any extended coverage and endorsements for the Title Policy; and (iv) one-half of any transfer taxes.

8.5 **Other Costs.** Except as otherwise provided in this Agreement, each party shall bear and pay the expense of its own attorneys, accountants and other professionals incurred in negotiating this Agreement.

ARTICLE 9
CLOSING

9.1 **Closing.** Escrow Holder shall close Escrow by (i) recording the Deed; (ii) confirming execution of all documents necessary for Closing; (iii) recording the Easement; and (iv) delivering funds and documents as set forth herein, when and only when all terms and conditions of this Agreement have been met and each of the conditions set forth below have been satisfied:

9.1.1 **Funds and Instruments.** All funds and instruments required pursuant to this Agreement have been delivered to Escrow Holder.

9.1.2 **Satisfaction of Conditions Precedent.** Each of the conditions precedent set forth in the Agreement have been either satisfied or waived.

9.1.3 **Liens and Encumbrances.** All liens and encumbrances required to be paid by Seller have been paid and satisfied at Seller's sole expense, including without limitation any trust deed or mortgage affecting the Property. The Property shall be conveyed free of encumbrances, except for the Permitted Exceptions and those expressly accepted or waived by Purchaser pursuant to the terms of this Agreement.

9.1.4 **Assignment of Lease Documents.** If necessary, Seller shall have executed the Assignment of Leases attached to this Agreement as Exhibit C ("Assignment of Leases").

ARTICLE 10
RECORDATION AND DISTRIBUTION OF FUNDS AND DOCUMENTS

10.1 **Recorded Documents.** Escrow Holder shall cause the County Recorder of Washington County to mail the Deed and the Easement.

10.2 **Conformed Copies.** Escrow Holder shall at Closing deliver to Seller and Purchaser (i) a copy of the Deed, conformed to show recording date, and conformed copies of each document recorded to place title in the condition required by this Agreement, (ii) a copy of each non-recorded document received hereunder by Escrow Holder, and (iii) copies of all documents deposited into Escrow to the parties herein.

10.3 **Payment of Funds at Closing.** Escrow Holder shall deliver at Closing all amounts as set forth in the final, approved closing statement.

10.4 **Original Documents.** Escrow Holder shall at Closing deliver to Purchaser the Original Assignment of Leases.

ARTICLE 11
DEFAULT AND REMEDIES

11.1 **Purchaser's Default.** If Purchaser breaches this Agreement, which breach Purchaser fails to cure within thirty (30) days after receipt of written notice thereof from Seller, Purchaser shall be in default hereunder and Seller is entitled, as Seller's sole and exclusive remedy, to liquidated damages pursuant to this Article. If Escrow fails to close due to Purchaser's default, Purchaser shall pay all Escrow cancellation charges.

11.2 **Seller's Remedies.** In the event of Purchaser's default under this Agreement, the Earnest Money shall be forfeited by Purchaser and retained by Seller as liquidated damages. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Purchaser's default, since the precise amount of such compensation would be difficult to determine. Seller shall have no right to any other damages, claims or actions against Purchaser. By initialing this provision in the spaces below, Seller and Purchaser each specifically affirm their respective agreement to this liquidated damages provision as Seller's sole and exclusive remedy for Purchaser's default, and agreement that the sum is a reasonable sum.

_____ _____

Purchaser's Initials Seller's Initials

11.3 **Seller's Default.** If Seller breaches this Agreement, which breach Seller fails to cure within thirty (30) days after receipt of written notice thereof from Purchaser, Seller shall be in default of this Agreement. If Escrow fails to close due to Seller's default, Seller shall pay all Escrow cancellation charges.

11.4 **Purchaser's Remedies.** In the event of Seller's default under this Agreement, Purchaser shall have the right to either (i) terminate this Agreement, and upon such event the Earnest Money shall be immediately refunded to Purchaser, or (ii) seek an action for specific performance in order to enforce Purchaser's rights hereunder. No provision of this Agreement shall be construed as waiving any of Purchaser's rights regarding eminent domain.

ARTICLE 12
ASSIGNMENT

12.1 **Assignment by Purchaser.** Purchaser may not assign or otherwise transfer any of its rights or obligations under this Agreement.

ARTICLE 13
GENERAL PROVISIONS

13.1 **Attorneys Fees.** If any action is instituted between Seller and Purchaser in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including, without limitation, attorneys' fees and costs as fixed by the court therein.

13.2 **Construction of Agreement.** The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

13.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

13.4 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Oregon.

13.5 **Joint and Several Liability.** If any party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

13.6 **Modification.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by all signatories hereto.

13.7 **Real Estate Brokerage Commission.** Seller and Purchaser represent and warrant that no real estate agent or broker was involved in negotiating the transaction contemplated herein. In the event any claims for real estate commissions, fees or compensation arise in connection with this transaction, the party so incurring or causing such claims shall indemnify, defend and hold harmless the other party from any loss or damage, including attorneys' fees, that said other party suffers because of said claims. The obligations of the parties in the prior sentence shall survive Closing or the termination of this Agreement.

13.8 **Notice and Payments.** Any notice or document to be given pursuant to this Agreement must be delivered either in person, deposited in the United States mail duly certified or registered, return receipt requested with postage prepaid, by electronic mail, or by Federal Express or other similar overnight delivery service marked for next business day delivery.

Notices shall be effective upon receipt if delivered personally, upon confirmation of receipt if sent by electronic mail, on the next day if sent by overnight courier, or two (2) days after deposit in the mail if mailed. Any party listed below may designate a different address, which shall be substituted for the one specified below, by written notice to the others.

If to Seller:	Japanese International Baptist Church 8500 SW Spruce St. Tigard, OR 97223 Fax: _____
If to Purchaser:	City of Tigard Attn: Marty Wine, City Manager City Hall 13125 SW Hall Blvd Tigard, OR 97223 Fax: (503) 684-7297
with a copy to :	Jeff Bennett Jordan Ramis PC Two Centerpointe Drive, 6th Floor Lake Oswego, OR 97035 Fax: (503) 598-7373

13.9 **Remedies Cumulative.** Except as specifically set forth herein, all rights and remedies of Purchaser and Seller contained in this Agreement shall be construed and held to be cumulative.

13.10 **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

13.11 **Successors and Assigns.** Subject to limitations expressed in this Agreement, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and representatives of the parties hereto. As used in the foregoing, "successors" shall refer to the parties' interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.

13.12 **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

13.13 **Legal Representation.** Seller acknowledges that this is a legal document and that Seller has been advised to obtain the advice of legal counsel in connection with its review and execution of this Agreement. Seller covenants that it will not deny the enforceability of this

Agreement on the basis that Seller elects not to obtain legal counsel to review and approve this Agreement.

13.14 **Waiver.** No waiver by Purchaser or Seller of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Purchaser or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Purchaser or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.

13.15 **Negation of Agency and Partnership.** Any agreement by either party to cooperate with the other in connection with any provision of this Agreement shall not be construed as making either party an agent or partner of the other party.

13.16 **Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such holiday.

13.17 **Statutory Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

13.18 **Counterparts.** This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER	PURCHASER
Japanese International Baptist Church	City of Tigard, an Oregon municipal corporation
By:_____	By:_____
Name:_____	Name:_____
Its:_____	Its:_____

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A - Property
Exhibit B – Deed
Exhibit C – Assignment of Leases
Exhibit D - Easement

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be the Escrow Holder under said Agreement, and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned.

DATED: _____ _____, 20___.

By:_____
Name:_____
Title:_____

EXHIBIT A

Real property in the County of Washington , State of Oregon, described as follows:

A tract of land in the Southwest one-quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, being a portion of Parcel III of that tract of land conveyed to Japanese International Baptist Church by Warranty Deed reocrded December 16, 1998 as Recording No. 98142256, Washington County Deed Records, and being more particularly described as follows:

Beginning at a 2-inch brass disk marking the Northwest corner of the George Richardson Donation Land Claim No. 55; thence South 00°13'34" West 474.47 feet to the Northwest corner of that tract of land conveyed to Gatehouse LLC as Parcel 2 of Deed Document No. 2006-085868; thence, along the North line of said Gatehouse Tract, South 88°58'05" East 158.33 feet to a found 5/8 inch iron rod at the Northeast corner of said Gatehouse tract and the true point of beginning; thence South 86°36'18" East 158.66 feet to a 5/8 inch iron rod with yellow plastic cap marked "SR Design" set on the Southerly right-of-way line of SW Steve Street at the Northwest corner of Lot 12 of the plat of STEVE & HUGHIE'S PLACE; thence, along the West line of said plat of STEVE & HUGHIE'S PLACE, South 00°11'00" West 374.76 feet to a found 5/8 inch iron rod with yellow plastic cap marked "Marx & Assoc." at the Northeast corner of Tract "A" of the plat of ASH CREEK MEADOWS; thence, along the North line of said plat of ASH CREEK MEADOWS, North 87°51'34" West 158.62 feet to a found 5/8 inch iron rod with yellow plastic cap marked "Marx & Assoc." at the Northwest corner of said plat of ASH CREEK MEADOWS and the East line of said Gatehouse tract; thence, along the East line of said Gatehouse tract, North 00°12'03" East 378.23 feet to the point of beginning.

EXHIBIT B

AFTER RECORDING RETURN TO:
City of Tigard
Attn: City Manager
City Hall
13125 SW Hall Blvd
Tigard OR 97223

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:

City of Tigard
Attn: City Manager
City Hall
13125 SW Hall Blvd
Tigard OR 97223

This space is reserved for recorder's use.

STATUTORY WARRANTY DEED

Japanese International Baptist Church, Grantor, whose address is 8500 SW Spruce St., Tigard, OR 97223, conveys and warrants to CITY OF TIGARD, an Oregon municipal corporation, Grantee, whose address is 13125 SW Hall Blvd, Tigard, OR 97223 the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit A attached hereto.

The true consideration for this conveyance is Two Hundred Twenty-Five Thousand and No/100 Dollars. This conveyance is made subject to the matters set forth on Exhibit B attached hereto.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY **DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO**

VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 2013.

Japanese International Baptist Church

By:_____
Name:_____
Its:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____ ____, 2013 by _____ as _____ of the Japanese International Baptist Church.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

ACCEPTED:

GRANTEE

CITY OF TIGARD, an Oregon municipal corporation

By:_____
Name:_____
Its:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____ ____, 2013, by _____ as _____ of the City of Tigard, an Oregon municipal corporation.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

Exhibit A
[to be provided by Escrow Holder]

Exhibit B
[to be provided after review of preliminary report]

Exhibit C
Assignment of Leases

Exhibit D

AFTER RECORDING RETURN TO:

City of Tigard
Attn: City Manager, City Hall
13125 SW Hall Blvd.
Tigard, OR 97223

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:

City of Tigard
Attn: City Manager, City Hall
13125 SW Hall Blvd.
Tigard, OR 97223

This space provided for recorder's use.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 2013 ("Effective Date") by and between Japanese International Baptist Church, an Oregon nonprofit ("Grantor") and the City of Tigard an Oregon municipal corporation ("Grantee").

RECITALS

A. Grantor and Grantee are parties to a Purchase and Sale Agreement executed on or about _____ _____, 2013 (the "Purchase Agreement") in which Grantee agreed to purchase from Grantor the property described in **Exhibit A**. Grantor is the record owner of the real property located in the City of Tigard, Oregon, described on the attached and incorporated **Exhibit B** ("Grantor's Property").

B. Section 5.2 of the Purchase Agreement specifies that the Parties shall execute this Agreement to provide for an easement across Grantor's Property to allow for bicycle and pedestrian access to Grantee's property. The purpose of this Easement Agreement is to satisfy the requirements of Section 5.2 of the Purchase Agreement, as it relates to the easement.

C. Grantor agrees to grant and City agrees to accept the easement pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the performance of Grantor and Grantee pursuant to the Purchase Agreement, and of performance of the mutual covenants, agreements, conditions and stipulations contained herein, it is mutually agreed by and between the Parties as follows:

SECTION 1. **DEFINITIONS**

1.1 **Easement Area.** "Easement Area" shall be that area described and depicted on the attached and incorporated **Exhibit C**.

1.2 **Party or Parties.** "Party" or "Parties" shall mean Grantor and Grantee, together with their successors and permitted assigns.

SECTION 2. **EASEMENTS**

2.1 **Scope of Easement.** Grantor grants to Grantee an exclusive easement over the Easement Area, which includes the right, privilege, and authority to the Grantee to construct, build, patrol, operate, replace, and maintain thereon permanent pedestrian, and bicycle pathway access, with all appurtenances incident thereto or necessary therewith for the use by Grantee and the public, including such renewals, repairs, replacements, and removals as may from time to time be required. It also includes incidental vehicle access for authorized service vehicles.

2.2 **Consideration.** The Purchase Price, to be paid on the same day as the Effective Date is One Thousand, two hundred fifty and no/100 dollars ($1,250.00). The Parties contemplate entering into an additional purchase agreement where Grantor would purchase additional property from Grantee, including the Easement Area. The Parties agree that the easement Purchase Price will be applied to any purchase price for any sale from Grantor to Grantee of additional property that includes the Easement Area.

2.3 **Fence.** The Parties agree that, within ninety (90) days of the Effective Date, Grantee shall build a fence along the north boundary of the Steve Street right-of-way as depicted on the attached and incorporated Exhibit D. The fence will be a 6 foot high, chain link fence ("Fence").

SECTION 3. **LIENS.** Grantee shall keep the Easement Area free from any and all liens arising out of any work performed, materials furnished to or obligations incurred in connection with this Agreement. If a lien is filed, Grantee shall, within thirty (30) days after the date of the imposition of any such lien, pay the lien claim in full, unless it desires to contest any such lien claim, in which case the Party shall, within such thirty (30)-day period and as a condition precedent to its right to so contest, record a bond executed by a corporation authorized to issue surety bonds in the State of Oregon to the effect that the principal on the bond shall pay the amount of the claim and all costs and attorney fees that are awarded against the land on account of the lien. The bond shall be in such amount as may be required by Oregon law (*see* ORS 87.076(1)) to release the lien from the affected Property.

SECTION 4. **INDEMNIFICATION.** Grantee hereby indemnifies and saves the other Party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its use of the Easement Area.

SECTION 5. **INSURANCE.** Grantee shall maintain at all times, at its expense, comprehensive public liability insurance and property damage liability insurance in respect of

the Lot with Two Million and No/100 Dollars ($2,000,000.00) minimum combined single limit coverage, or its equivalent.

SECTION 6. **MISCELLANEOUS**

6.1 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

6.2 **Oregon Law.** This Agreement shall be construed in accordance with the laws of the State of Oregon. Venue shall be in Washington County Circuit Court.

6.3 **Notices.** All notices, approvals, consents or requests given or made pursuant to this Agreement shall be (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two (2) days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Parties:

If to Grantor:	Japanese International Baptist Church 800 SW Spruce St. Tigard, OR 97223 Fax: (_____) _____-_____
If to Grantee:	City of Tigard Attn: Marty Wine, City Manager City Hall 13125 SW Hall Blvd Tigard, OR 97223 Fax: (503) 684-7297
with a copy to:	Jeff Bennett Jordan Ramis PC Two Centerpointe Drive, 6th Floor Lake Oswego, OR 97035 Fax: (503) 598-7373

6.4 **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto in regard to the subject matter stated herein. The Parties do not rely upon any

statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by the Parties hereto, or their successors or assigns.

6.6 **Duration.** Unless otherwise canceled or terminated, the easement and rights granted in this Agreement, and the obligations herein, shall continue in perpetuity.

6.7 **Recording**. The fully executed original of this Agreement will be duly recorded in the Deed Records of Washington County.

6.8 **Termination**. In the event Grantee determines this Agreement will no longer serve a public purpose, Grantee may terminate this Easement Agreement by recording a Termination of Easement with the Washington County Recorder.

6.9 **Legal Effect and Assignment**. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. This Easement Agreement may be enforced by an action at law or in equity.

6.10 **Legal Action/Attorney Fees**. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law.

6.11 **Nonwaiver**. Any failure to enforce any provision of this Agreement will not be deemed a waiver of the right to enforce that provision or any other provision of this Agreement.

6.12 **Severability**. If any provision of this Agreement is found to be void or unenforceable, it is the intent of the Parties that the rest of the Agreement will remain in full force and effect, to the greatest extent allowed by law.

6.13 **Modification**. This Agreement may not be modified unless signed by Grantor and Grantee and the modification is recorded.

6.14 **Runs with the Land**. This Easement Agreement and the rights and obligations contained herein will be perpetual and will run with the land.

6.15 **Time of the Essence**. Time is of the essence in performance of this Agreement.

6.16 **Representations & Authority**. The individual executing this Agreement on behalf of Grantor represents and warrants to Grantee that he/she has the full power and authority to do so on behalf of the Grantor, who is the legal owner of Grantor's Property and to bind said owner to the terms of this Agreement.

[Signature and Acknowledgments Follow on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

Japanese International Baptist Church

By:_____
Name:_____
Its:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____ ____, 2013 by _____ as _____ of the Japanese International Baptist Church.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

GRANTEE

CITY OF TIGARD, an Oregon municipal corporation

By:_____
Name:_____
Its:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____ ____, 2013, by _____ as _____ of the City of Tigard, an Oregon municipal corporation.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

EXHIBIT A

Grantor's Property

Real property in the County of Washington , State of Oregon, described as follows:

A tract of land in the Southwest one-quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, being a portion of Parcel III of that tract of land conveyed to Japanese International Baptist Church by Warranty Deed reocrded December 16, 1998 as Recording No. 98142256, Washington County Deed Records, and being more particularly described as follows:

Beginning at a 2-inch brass disk marking the Northwest corner of the George Richardson Donation Land Claim No. 55; thence South 00°13'34" West 474.47 feet to the Northwest corner of that tract of land conveyed to Gatehouse LLC as Parcel 2 of Deed Document No. 2006-085868; thence, along the North line of said Gatehouse Tract, South 88°58'05" East 158.33 feet to a found 5/8 inch iron rod at the Northeast corner of said Gatehouse tract and the true point of beginning; thence South 86°36'18" East 158.66 feet to a 5/8 inch iron rod with yellow plastic cap marked "SR Design" set on the Southerly right-of-way line of SW Steve Street at the Northwest corner of Lot 12 of the plat of STEVE & HUGHIE'S PLACE; thence, along the West line of said plat of STEVE & HUGHIE'S PLACE, South 00°11'00" West 374.76 feet to a found 5/8 inch iron rod with yellow plastic cap marked "Marx & Assoc." at the Northeast corner of Tract "A" of the plat of ASH CREEK MEADOWS; thence, along the North line of said plat of ASH CREEK MEADOWS, North 87°51'34" West 158.62 feet to a found 5/8 inch iron rod with yellow plastic cap marked "Marx & Assoc." at the Northwest corner of said plat of ASH CREEK MEADOWS and the East line of said Gatehouse tract; thence, along the East line of said Gatehouse tract, North 00°12'03" East 378.23 feet to the point of beginning.

EXHIBIT B

Description of Grantor's Property

Order No: 192595

LEGAL DESCRIPTION

PARCEL I:

A tract of land in the Southwest quarter of Section 36, Township 1 South, Range 1 West Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

BEGINNING at the Northwest corner of the George Richardson Donation Land Claim No. 38 and 55 in Township 1 South, Range 1 West of the Willamette Meridian; running thence East on the North boundary line of said Donation Land Claim 2.40 1/4 chains; thence South parallel with the West boundary line of said Donation Land Claim 7.19 3/4 chains; thence West 2.40 1/4 chains; thence North 7.19 3/4 chains to the place of beginning.

PARCEL II:

The East 85 feet of Block M. METZGER ACRE TRACTS, in the County of Washington and State of Oregon.

PARCEL III:

A tract of land situated in the Northwest one-quarter of the Southwest one-quarter of Section 36, Township 1 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

BEGINNING at the Northeast corner of that certain tract of land conveyed to Robert L. Comella, et ux, by deed recorded and described by Recorder's Fee No. 79-29716 Deed Records of said County; said point of beginning bears North 0°11'00" East, 1059.50 feet from the initial point of the duly recorded plat of STEVE & HUGHIE'S PLACE; thence South 0°11'00" West, along the East line of said Comella Tract (and it's Southerly extension), a distance of 581.46 feet to an iron rod and the Southeast corner of the Japanese International Baptist Church Tract as described in deed recorded as Recorder's Fee No. 90027061; thence North 87°53'04" West, parallel with the South line of said Comella Tract, and along the South line of said Japanese International Tract, a distance of 158.64 feet to an iron rod in the Southerly extension of the West line thereof; thence North 0°11'00" East, along said Southerly extension, (and said West line), a distance of 578.18 feet to the Northwest corner of said Comella Tract; thence South 89°05'00" East, along the North line thereof, a distance of 158.56 feet to the point of beginning.

EXHIBIT C

Easement Area

EXHIBIT 'A'

A PORTION OF THOSE LANDS DESCRIBED IN WASHINGTON COUNTY DEED DOCUMENT NUMBER 2008-044503. LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TIGARD, WASHINGTON COUNTY, OREGON. AS SHOWN ON THE ATTACHED EXHIBIT 'A.1' AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12 OF THE PLAT "STEVE & HUGHIE'S PLACE", SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF S.W. STEVE STREET (COUNTY ROAD 2386); THENCE ALONG THE NORTH LINE OF PARCEL 3, AS DESCRIBED IN WASHINGTON COUNTY DEED DOCUMENT NUMBER 2008-044503, NORTH 86°36'18" WEST, 25.04 FEET; THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET WESTERLY OF THE WEST LINE OF SAID PLAT "STEVE & HUGHIE'S PLACE", NORTH 00°11'00" EAST, 25.04 FEET; THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET NORTHERLY OF SAID NORTH LINE, SOUTH 86°36'18" EAST, 25.04 FEET TO A POINT ON SAID WEST LINE; THENCE SOUTH 00°11'00" WEST, 25.04 FEET TO THE POINT OF **BEGINNING**.

CONTAINING 626 SQUARE FEET MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DECEMBER 13, 2007
RYAN H. GODSEY
65604

RENEWS: 6/30/13

PREPARED BY CESNW, INC.

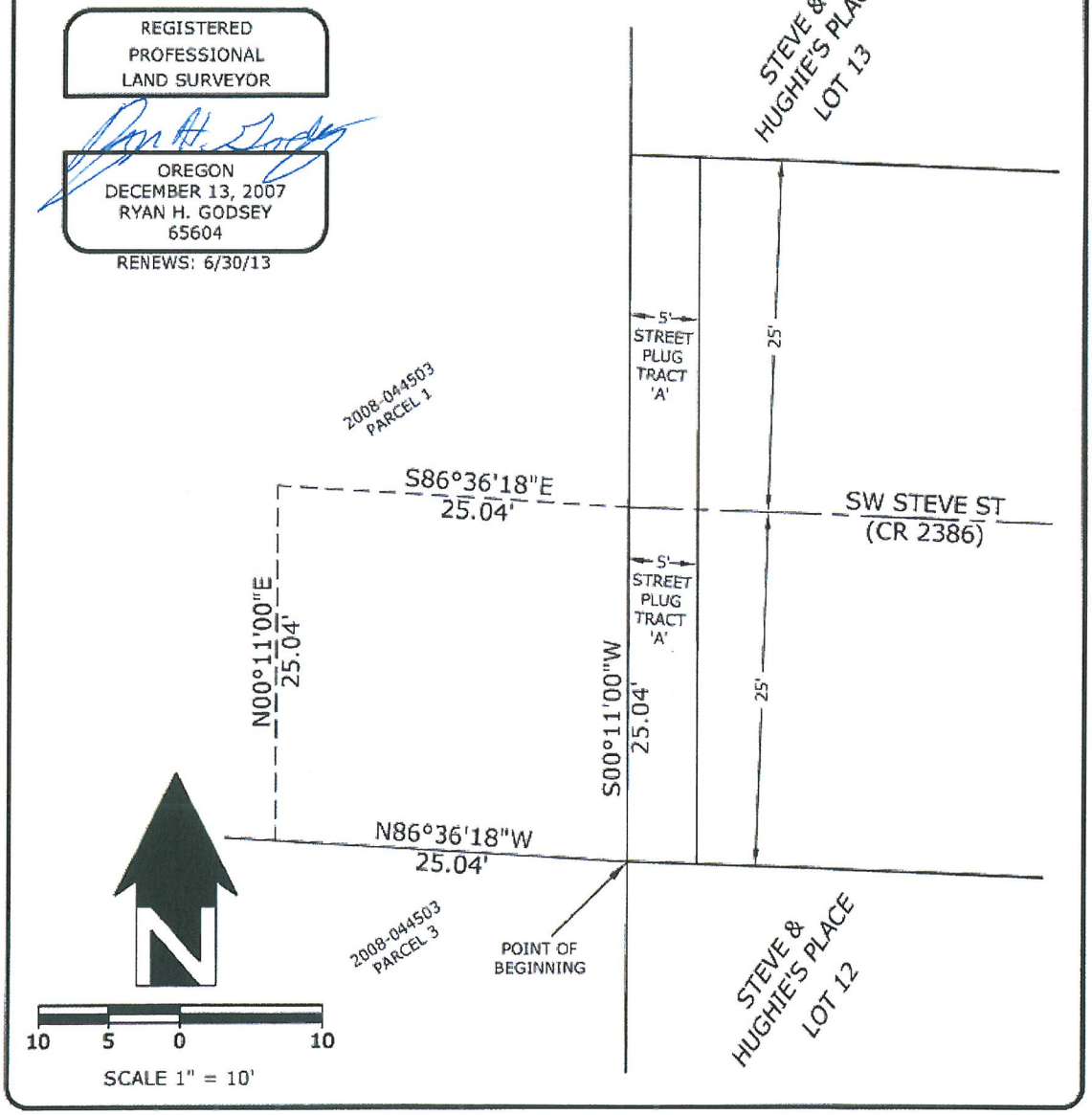
EXHIBIT 'A.1'

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TIGARD, WASHINGTON COUNTY, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
DECEMBER 13, 2007
RYAN H. GODSEY
65604

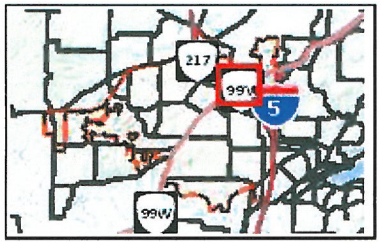
RENEWS: 6/30/13



CES|NW 13190 SW 68th Parkway, Suite 150 Tigard, Oregon 97223 503.968.6655 www.cesnw.com

DATE 06-05-13

Steve St. (Japanese Baptist Church)



Approx. Scale 1:8,000 - 1 in = 667 ft

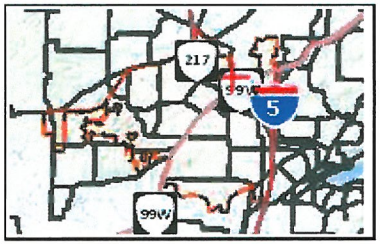
Map printed at 09:16 AM on 04-Jan-13

DATA IS DERIVED FROM MULTIPLE SOURCES. THE CITY OF TIGARD MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE CITY OF TIGARD SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED.

TIGARD MAPS

City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
503 639-4171
www.tigard-or.gov

Steve St. (Japanese Baptist Church)



Approx. Scale 1:1,000 - 1 in = 83 ft

Map printed at 09:07 AM on 04-Jan-13

DATA IS DERIVED FROM MULTIPLE SOURCES. THE CITY OF TIGARD MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE CITY OF TIGARD SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED.

TIGARD MAPS

City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
503 639-4171
www.tigard-or.gov

SUBJECT PROPERTY PHOTOGRAPHS

Looking east along the subject's southern end

Looking north from subject's southern end

Looking north from subject's southern end

Looking north at northern end into adjacent parcel

Looking south at subject

Looking south at subject from adjacent parcel