URA RESOLUTION NO. 243

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING A DEVELOPMENT AGREEMENT FOR CANYON CREEK ROAD EXTENSION SOUTH PROJECT FROM BOECKMAN ROAD TO VLAHOS DRIVE BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, THE CITY OF WILSONVILLE, AND MENTOR GRAPHICS CORPORATION.

WHEREAS, the Urban Renewal Agency of the City of Wilsonville, the City of Wilsonville, and Mentor Graphics Corporation have determined it would be in the best interest of everyone concerned to begin construction of the full Canyon Road Extension South Project in the summer of 2014 for completion in 2015 subject to the terms and conditions for the Project's right-of-way acquisition, construction, management, and financing as set forth in the Development Agreement agreed to by the parties, a copy of which is marked Exhibit A, attached hereto and incorporated by reference as fully set forth herein.

NOW, THEREFORE, THE CITY OF WILSONVILLE, RESOLVES AS FOLLOWS:

- 1. The Executive Director is authorized to execute on behalf of the City of Wilsonville the Development Agreement for Canyon Creek Road Extension South Project from Boeckman Road to Vlahos Drive Between the Urban Renewal Agency Of The City of Wilsonville, The City of Wilsonville, And Mentor Graphics Corporation, a copy of Which is marked Exhibit A, attached hereto, and incorporated by reference as if fully set forth herein.
- 2. The Executive Director has the authority to negotiate any minor changes to the Development Agreement with Mentor Graphics and the City and to execute the Development Agreement subject to approval of the City Attorney as to the final form.
- 3. This Resolution becomes effective upon adoption.

Adopted by the Wilsonville Urban Renewal Agency at a regular meeting thereof this 21st day of April, 2014, and filed with the City Recorder this date.

ΓΙΜ KNAPP, CHAIR

maps

ATTEST:

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Chair Knapp Yes

Board Member Starr Yes

Board Member Goddard Yes

Board Member Fitzgerald Yes

Board Member Stevens Yes

DEVELOPMENT AGREEMENT FOR CANYON CREEK ROAD EXTENSION SOUTH PROJECT FROM BOECKMAN ROAD TO VLAHOS DRIVE BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE, THE CITY OF WILSONVILLE, AND MENTOR GRAPHICS CORPORATION

THIS AGREEMENT ("Agreement") is entered into on the 1st day of May, 2014 by and between the City of Wilsonville ("City"), the Urban Renewal Agency of the City of Wilsonville ("Agency"), and Mentor Graphics Corporation ("Mentor").

RECITALS

WHEREAS, the Urban Renewal Agency of the City of Wilsonville is a duly organized body politic under the laws of the State of Oregon and is authorized under the adopted 2000 Plan and Report to develop a street project known as Canyon Creek Road Extension South Project (the "Project") by acquiring the necessary right-of-way, constructing the Project, and then providing the constructed Project to the City of Wilsonville, an Oregon municipal corporation, as part of the City's Transportation System Plan; and

WHEREAS, Mentor Graphics Corporation, a duly organized and validly existing corporation under the laws of the State of Oregon, is the owner of three tracts of undeveloped land, which are more particularly described in **Exhibit A**, attached hereto and incorporated by reference as if fully described herein, and over parts of which the Project is proposed to be located, as shown in **Exhibit B**, attached hereto and incorporated by reference as if fully set forth herein; and

WHEREAS, the Agency and the City had initially planned to acquire only a part of the right-of-way and construct only a portion of the Project and to await Mentor's development of its three tracts, at which time Mentor would be required to complete the portion of the street project associated with each tract being developed under the City's Comprehensive Plan, its Transportation System Plan, and its Development Code, in conformance with the U.S. Supreme Court cases commonly known as *Nolan* and *Dolan*; and

WHEREAS, the Agency, the City, and Mentor have subsequently determined it would be in everyone's best interest to proceed with acquisition of the full right-of-way and public utility easements, and to begin construction of the full Project in the near term of 2014 for completion by 2015, subject to the terms and conditions for the Project's right-of-way acquisition, construction, management, and financing as hereinafter agreed upon by the parties:

TERMS AND CONDITIONS

Based on the above Recitals, the mutual promises made herein, and for good and valuable consideration, the Agency, the City, and Mentor agree as follows:

A. Cost Sharing.

1. Mentor shall not contribute financially to the Project at the present time, but Mentor shall dedicate all the property needed from their three tracts for the Project for no cash

compensation, including but not limited to, right-of-way and public utility easements, and shall provide any needed temporary construction easements. Mentor agrees to the formation of a Reimbursement District for Mentor's portion of the Project's soft and hard costs after credits as set forth below. (See Reimbursement District below.) Soft costs are those costs other than the construction contract costs, such as engineering, design, appraisal, survey, staking, testing, project management and permitting. Hard costs are the construction contract costs inclusive of contingency.

- 2. Based on an estimated price of \$11.00 per square foot, the Mentor property needed by the Agency to construct a ½-street section is valued at \$782,452. The right-of-way and a remnant parcel for this ½-street section are legally described in **Exhibits C and D**, respectively, attached hereto and incorporated by reference as if fully set forth herein. The remaining Mentor property needed to build the full street cross section is being dedicated by Mentor to reflect Mentor's future development responsibility and the value of this property would <u>not</u> be a credit against Mentor's reimbursable cost under the Reimbursement District. This remaining ½-street section right-of-way and associated public easement are legally described in **Exhibits E**, **F**, and **L**, respectively, attached hereto and incorporated by reference as if fully set forth herein.
- 3. The reimbursable estimated cost to Mentor for the difference between the soft costs for a ½-street cross section and a full street cross section is \$238,343.
- 4. The Agency will pay for the difference between the hard costs for a ½-street cross section and a ¾-street cross section to incentivize Mentor's early participation in the Project and that amount is estimated to be \$327,533 and will not be a reimbursable cost for Mentor to pay. The difference is calculated as the hard cost for constructing a 10-foot width of concrete pavement that would have allowed the City to add bike lanes to the street. The reimbursable estimated hard cost to Mentor for the difference between the construction cost for a ¾-street cross section and the full street cross section is \$999,854.
- 5. The aforementioned reimbursable estimated soft cost of \$238,343 plus the reimbursable estimated hard cost to Mentor of \$999,854 totals \$1,238,197 which, when the credit for land needed by the City for the initial ½-street cross section and estimated at \$782,452 is applied, the estimated reimbursable balance is \$455,745.
- 6. The cost table for the full street section Project, marked **Exhibit G**, attached hereto and incorporated by reference, provides a guide to the engineering assumptions, estimate of soft and hard costs, and reimbursement projections. The total Project cost is estimated to be \$6.4 million (rounded), the total estimated value of the dedicated land is \$1.5 million (rounded), leaving the Agency's estimated soft and hard cost at \$4.9 million (rounded), with an estimated \$0.456 million (rounded) to be reimbursable to the Agency or to the City as the Agency and City may agree.
- 7. The parties agree that the estimated land costs needed for the Project and the Reimbursement District shall be determined by an MAI appraisal, which shall be solicited by the Agency and be part of the Project's soft cost. Provided further, however, should Mentor not accept the appraisal, Mentor shall have the right to secure its own appraisal at its cost. In the

event the Agency does not accept Mentor's appraisal or the parties do not otherwise agree on the value of the land, then the respective appraisers shall agree upon a third appraiser whose appraisal shall be binding on the parties and this appraisal cost shall be split equally between the Agency and Mentor.

- 8. The parties understand the aforementioned costs are estimates only. In order to determine the aforementioned cost sharing portion for each party as an actual amount, the parties agree that the estimated soft and hard costs and the estimated credit and resulting projected estimated reimbursable cost shall be subject to being "trued up" after completion of the Project and final, actual costs have been determined.
- Notwithstanding the above, the parties agree to provide for the circumstance that 9. the bid for the construction contract award from the lowest responsible bidder, as determined by the City, exceeds the engineering estimate of hard construction cost plus thirty percent (30%) contingency, as set forth in Exhibit G, for each the party's respective share, which shares total \$3,860,939. An increase of up to ten percent (10%) over the estimate of \$3,860,939 shall be shared in proportion to each party's respective share, as set forth in **Exhibit G**. For example, for Mentor, a 10% increase proportionately would be \$999,854 x 1.1 or \$1,099,839 (rounded), a 5% increase proportionately would be \$999,854 x 1.05 or \$1,049,847 (rounded). An increase greater than ten percent (10%) shall cause the City to promptly notify Mentor of the bid amount, provide a copy of the bid to Mentor, and advise Mentor whether the City is prepared to accept the greater than 10% bid or reject the bid and rebid the project. Upon receiving notice that the City is prepared to accept the bid, Mentor shall advise the City within two business days whether Mentor approves or rejects the greater than 10% bid and proportionate increase to its share of the hard construction cost and contingency estimate set forth in Exhibit G. In the event Mentor should reject the greater than 10% increase, the City reserves the right to award the contract and, in addition to paying the City's share of the greater than 10% increase, pay Mentor's share of the increase over 10%.
- 10. Additionally, the parties agree that in the event there is a contract change order in the amount of \$25,000 or greater that affects the construction of the portion of the road right-of-way that Mentor is responsible for paying for, as set forth in this Agreement, the City shall promptly provide to Mentor a copy of the contract change order and whether the City has a position on the merits of the change order. Mentor shall have two (2) business days to advise whether Mentor accepts or objects, in whole or in part, to the change order. The parties may extend this time period by mutual agreement. The City, in its sole discretion, shall determine to pay the change order, pay under protest, or reject the change order, in part or in full. However, the City's determination in this regard does not waive Mentor's right to dispute the change order and its payment under **Section G** of this Agreement nor does it waive the City's right under **Section G** of this Agreement to dispute Mentor's objection and nonpayment of its share of the payment for the change order, in whole or in part.

B. Agency. The Agency shall:

1. Have overall responsibility to finance the Project in keeping with the cost sharing provisions of this Agreement.

- 2. Coordinate with the City to ensure that the Project is bid, the contract is awarded, constructed and managed with construction estimated to begin in 2014 and completion estimated to be 2015.
- 3. Present the Project for appropriation for the 2014-15 fiscal year budget under applicable local budget law. The Project's engineering design and related soft costs were previously appropriated under the 2013-14 fiscal year budget. The Agency has sufficient bonding capacity and tax increment revenues to finance the Project.
- 4. Cause the City to be dedicated the necessary right-of-way and public utility easements, and be provided the necessary construction easements to construct the Project.
- 5. Provide the offices of Kristin Retherford (retherford@ci.wilsonville.or.us or 503-570-1539), the Agency's Urban Renewal Manager, to be the Agency's point of contact to assist Mentor with any informal questions or concerns about the Project. Ms. Retherford will provide Mentor with Project status reports, the frequency of which shall be as mutually agreed upon by Mentor and the Agency.
- 6. By this Agreement, the Agency hereby assigns to the City any interest in the balance of any reimbursable cost owing by Mentor under the Agreement at the time the Year 2000 Urban Renewal District closes if such closing precedes the expiration of the ten-year term of the Reimbursement District.

C. <u>City</u>. The City shall:

- 1. Cause the Project to be fully engineered and designed with intersections at Daybreak and Vlahos streets. A copy of the Project's cross-section is marked **Exhibit H**, attached hereto and incorporated by reference as if fully set forth herein.
- 2. Determine other access to Mentor's respective tracts (**Exhibit A**) from Canyon Creek Road, Boeckman Road, and Parkway Avenue at the time of the respective development application(s) to the City for any of Mentor's respective tracts, subject to Public Works Standards for access spacing, Development Review Board approval of any proposed site development and circulation, and applicable traffic study results.
- 3. Cause the Project right-of-way to be surveyed and staked and legal descriptions prepared of all lands needed for the right-of-way, public utility easements, and construction of the Project, including but not limited to legal descriptions to apportion costs as set forth in the above cost sharing section and for any temporary construction easements. The City intends to place a public utilities easement for public utilities, inclusive but not limited to storm drainage, in, on, and under the remnant parcel after Mentor dedicates the remnant parcel to the City and as part of the Project.
- 4. Provide the City's forms of Deed of Dedication, Public Utility Easement, and Temporary Construction Easement, which are respectively marked **Exhibits I, J, and K**, attached hereto and incorporated by reference as if fully set forth herein.

5. Cause the Project to be bid, and the contract awarded, constructed and managed, with construction estimated to begin summer 2014 and completion estimated to be winter 2015.

Mentor. Mentor shall:

- 1. Grant and convey to the City by Deeds of Dedication the Project's right-of-way for the full street as described in **Exhibits C and E** and the remnant parcel as described in **Exhibit D**, Public Utility Easements as described in **Exhibits F and L**, and any necessary Temporary Construction Easements, by May 30, 2014, or such date as shall be negotiated between the parties.
- 2. By this Agreement shall waive any objection or remonstration to the formation of the Reimbursement District as long as the formation is in compliance with this Agreement.

E. Reimbursement District.

- 1. The parties agree that a Reimbursement District for property described in **Exhibit A** and owned by Mentor shall be formed by the City on behalf of the Agency and the City for the reimbursement of the estimated reimbursable cost of \$455,745 as may be adjusted by true-up of final costs after completion and acceptance of the Project by the City.
- 2. The property owned by Mentor is described in **Exhibit A** as three tracts and each tract shall be assigned a proportionate share of the reimbursable cost based on the proportion of linear feet the tract fronts the Project to the total linear feet of the Project. Tract I, with 670 feet of frontage, is assigned a 30.9% share; Tract II, with 199 feet of frontage, is assigned a 9.2% share; and Tract III, with 1,300 feet of frontage, is assigned a 59.9% share. For final calculations of a reimbursable share, any amount fifty cents (\$0.50) or greater will be rounded up to the next whole dollar and any amount less than fifty cents (\$0.50) will be rounded down to the preceding whole dollar.
- 3. Each tract's full share is due and payable at the time of issuance of a building or public works permit (other than the public works permit for the Project) for the respective tract; provided, however, Tract II shall also be due and payable at the time of any issuance of such a permit for either Tract I or Tract III.
- 4. The Reimbursement District shall be formed by adopted City Resolution no later than three months after completion and acceptance by the City of the Project and shall run for ten (10) years from the date of formation. (Resolution adoption date.) At the end of the ten year term, any unpaid reimbursable principal and interest cost shall be paid in full by Mentor to the Agency, but in the event the Agency's Year 2000 District has been closed before the reimbursable principal and interest has been paid in full, then any unpaid balance of principal and interest shall be paid to the City.
- 5. The reimbursement share shall be adjusted as follows: On July 1st following adoption of the Reimbursement District and on each succeeding July 1st thereafter, as long as the reimbursement remains in effect, the unpaid balance shall accrue interest at the rate equal to the average of the prior fiscal year's Local Government Investment Pool (LGIP) interest, together

with a per annum accrued administrative fee of one percent (1%) of the unpaid balance. The initial accruals will be prorated by the number of days from the date of formation to the following July 1, divided by 365 days.

F. Notices. Except for informal communication as provided in Section B.6 above, all notices, demands, consents, approvals, and other communications which are required or desired to be given by any party to the other parties hereunder shall be in writing and shall be faxed, hand delivered, or sent by overnight courier or United States Mail to each party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal. All such communications to either the Agency or the City shall be given to the other.

To City: City of Wilsonville

Attn: Michael E. Kohlhoff, City Attorney

29799 SW Town Center Loop East

Wilsonville, OR 97070

To Agency: Urban Renewal Agency for the City of Wilsonville

Attn: Kristin Retherford, Urban Renewal Manager

29799 SW Town Center Loop East

Wilsonville, OR 97070

To Mentor: Mentor Graphics Corporation

Attn: Dean Freed, VP & General Counsel

8005 SW Boeckman Road Wilsonville, OR 97070

with copy to: Mentor Graphics Corporation

Attn: Ethan Manuel, Corporate Treasurer

8005 SW Boeckman Road Wilsonville, OR 97070

and copy to: Mentor Graphics Corporation

Attn: Dave Gardner, Regional Facilities Manager

46871 Bayside Parkway Fremont, CA 95478

G. Dispute Resolution.

In the event of a dispute concerning performance of this Agreement, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost of the professional mediator. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Clackamas County Circuit Court.

H. Miscellaneous.

- 1. <u>Further Assurances</u>. Each party shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, in good faith to carry out the intent of the parties hereto.
- 2. <u>Burden and Benefit; Assignment</u>. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties and their successors and assigns. No party may assign this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed.
- 3. <u>Modification or Amendment</u>. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.
- 4. <u>No Continuing Waiver</u>. The waiver by any party of any breach of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.
- 5. <u>Severability</u>. 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 shall remain in full force and effect, to the greatest extent allowed by law.
- 6. <u>Rights Cumulative</u>. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.
- 7. <u>Applicable Law</u>. This Agreement shall be interpreted under the laws of the State of Oregon.
- 8. <u>Legal Action/Attorney Fees</u>. If any party commences legal proceedings of any nature whatsoever for any relief against any other party arising out of or related to this Agreement or the breach thereof, the losing party shall pay the prevailing party's legal costs and expenses, including but not limited to reasonable attorney fees and expert witness fees, as determined by the court at the trial level or on any appeal.
- 9. <u>No Third Party Beneficiaries</u>. None of the duties and obligations of any party under this Agreement shall in any way or in any manner be deemed to create any rights in any person or entity other than the parties hereto.
 - 10. <u>Time of Essence</u>. Time is expressly declared to be of the essence of this Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

- 12. <u>Complete Agreement</u>. This Agreement incorporates all terms of the agreement between the parties as to the matters stated herein. Unless amended as provided herein, this Agreement is the exclusive agreement between the parties as to matters stated in this Agreement.
- 13. <u>Authority</u>. The individuals executing this Agreement each represent and warrant to the others that he/she has the full power and authority to do so on behalf of the respective party and to bind said party to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

| CITY OF WILSONVILLE | MENTOR GRAPHICS CORPORATION |
|--|---|
| Ву: | Ву: |
| Bryan Cosgrove | Print Name: |
| As Its: City Manager | As Its: |
| THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE | |
| Ry | |
| By: Bryan Cosgrove | |
| As Its: Executive Director | |
| | |
| APPROVED AS TO FORM: | ATTESTED TO: |
| | |
| Michael E. Kohlhoff, City Attorney City of Wilsonville, Oregon | Sandra C. King, MMC, City Recorder City of Wilsonville, Oregon |

EXHIBIT A

As set forth in that certain Warranty Deed in favor of Mentor Graphics Corporation, an Oregon corporation, recorded December 22, 1988, Clackamas County Deed Records No. 88-53412, Mentor Graphics Corporation is the owner of the following tracts of land:

PARCEL I

A tract of land situated in the Northwest one-quarter of Section 13, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, being more particularly described as follows:

State of Oregon, being more particularly described as follows:

Beginning at a point North 89°30'49" East a distance of 330.00 feet from the Southwest corner of the Northwest one-quarter of said Section 13; and running thence North 89°30'49" East 672.41 feet to a 5/8 inch iron rod on the Northerly right-of-way line of Vlahos Drive; thence tracing said Northerly right-of-way line along a 430.00 foot radius curve to the right, whose radial center bears South 22'00'55" East, through a central angle of 03°11'33", an arc distance of 23.96 feet (the long chord of which bears North 69°34'51" East 23.96 feet) to a 5/8 inch iron rod at a point of reverse curveture the radial center of which bears North 18°49'22" West; thence along a 25.00 foot radius curve to the left, through a central angle of 03°03'10", an arc distance of 1.33 feet (the long chord of which bears North 69°39'03" East 1.33 feet (the long chord of which bears North 69°39'03" East 1.33 feet) to a 5/8 inch iron rod at a point of compound curvature; thence along a 20.00 foot radius curve to the left, the radial center of which bears North 22'14'14" West, through a central angle of 80°54'33", an arc distance of 28.24 feet (the long chord of which bears North 27'18'29" East 25.95 feet) to a 5/8 inch iron rod at a point of tangency; thence North 13'08'47" West 121.73 feet to a 5/8 inch iron rod at a point of curvature; thence along a 794.00 foot radius curve to the left, through a central angle of 30°51'13", an arc distance of 552.29 feet (the long chord of which bears North 33'04'24" West 541.22 feet) to a 5/8 inch iron rod at a point of tangency; thence North 53*00'00" West 11.00 feet to a 5/8 inch iron rod at a point of tangency; thence North 53*00'00" West 21.19 feet to 5/8 inch iron rod at the most Southerly point on ASH MEADOWS, a duly recorded plat in said Clackamas County; thence South 81'14'15' West 44.81 feet to the Northeast corner of OAK VIEW CONDOMINIUMS Flat No. 2433, a duly recorded plat in said Clackamas County; thence trecing the East line of

PARCEL II

A tract of land situated in the Northwest one-quarter of Section 13, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 2 inch iron pipe, which is North 89°30'49° East 1322.705 feet and North 00°08'37° East a distance of 30.00 feet from the Southwest corner of the Northwest one-quarter corner of Section 13, said point also being on the Northerly right-of-way line of Vlahos Drive; and running thence South 89°30'49° West along the said Northerly right-of-way line 162.83 feet to a 5/8 inch iron rod at a point of curvature; thence along the arc of a 430.00 foot curve to the left, through a central angle of 06'59'05° an arc distance of 52.42 feet (the long chord of which bears South 86'01'17° West 52.39 feet) to a 5/8 inch iron rod at a point of reverse curvature the radial center of which bears North 07'28'16° West; thence along the arc of a 25.00 foot radius curve to the right, through a central angle of 84'19'27°, an arc distance of 36.79 feet (thr long chord of which bears North 55'18'33° West 33.56 feet) co a 5/8 inch iron rod at a point of tangency; thence South 76'51'11' West 40.00 feet to a 5/8 inch iron rod; thence Southwesterly along the arc of a 25.00 foot radius curve to the right, through a central angle of 81'16'17°, an arc distance of 3'.46 feet (the long chord of which bears South 27'29'19° West 32.56 feet) to a 5/8 inch iron rod at a point of compound curvature; thence along the arc of a 20.00 foot radius curve to the left, through a central angle of 80°54'33°, an arc distance of 28.24 feet (the long chord of which bears North 13'08'47° West 121.73 feet to a 5/8 inch iron rod at a point of curvature; thence along the arc of a 794.00 foot radius curve to the left, through a central angle of 39°51'13°, an arc length of 552.29 feet (the long chord of which bears North 37'80'4'24° West 541.22 feet) to a 5/8 inch iron rod at the most Southerly point on as point of tangency; thence North 53'00'00° West 12.99 feet to a 5/8 inch iron rod at the most Southerly point on Abn Meadows Road right-of-way, as platted in ASH MEADOWS, a duly recorded plat in said Clackamas County in Plat Book 84, Page 5; thenca tracing

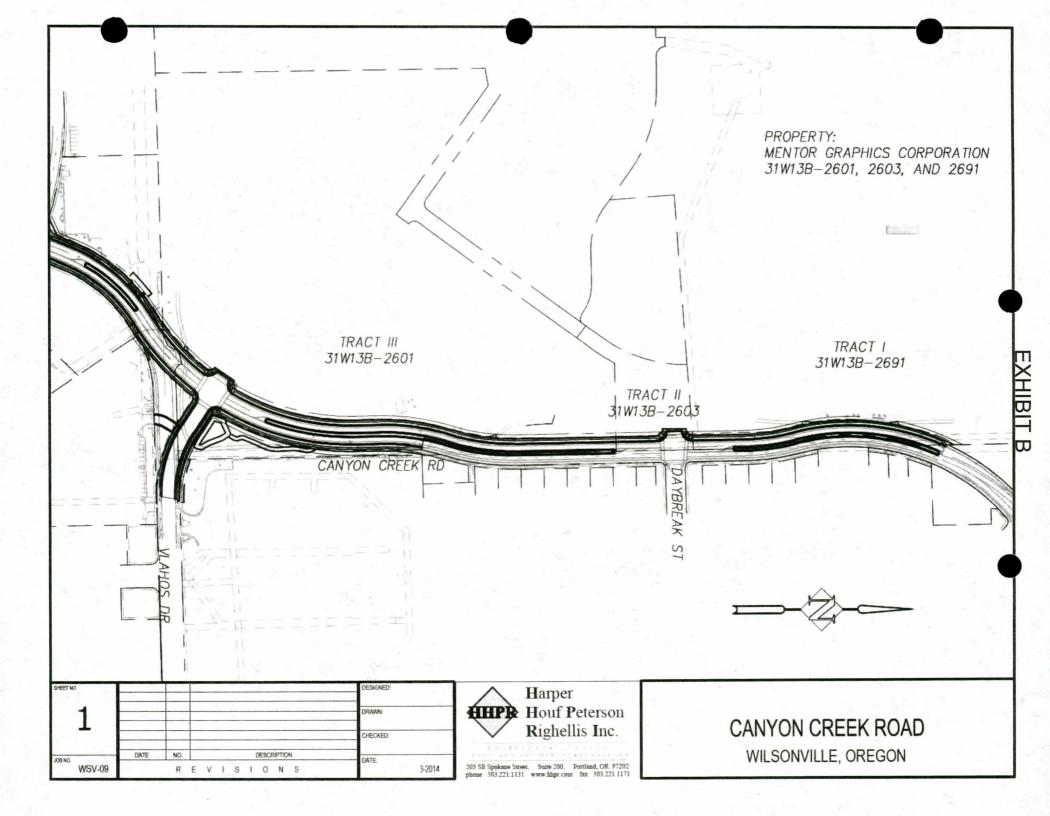
foot radius curve to the right, through a central angle of 90°00'00", an arc distance of 28.27 feet (the long chord of which bears North 08°00'00" West 25.46 feet) to a 5/8 inch iron rod at a point of tangency; thence North 37°00'00" East along the Southeasterly right-of-way line of Roger Road 510.00 feet to a 5/8 inch iron rod at the most Easterly point of the boundary of said ASH MEADOWS; thence leaving said Southeasterly plat boundary on the Northeasterly extension thereof North 37°00'00" East 57.00 feet to a 5/8 inch iron rod at a point of curvature; thence along the arc of a 400.00 foot radius curve to the left, through a central angle of 08°46'26", an arc length of 61.25 feet (the long chord of which bears North 32°36'47" East 61.19 feet) to a 5/8 inch iron rod at a point of non-tangent curvature, the radial center of which bears North 61°46'26" West; thence South 89°51'23" East 226.29 feet to a 5/8 inch iron rod on the East line of the West half of the Northwest one-quarter of said Section 13; thence South 00°08'37" West along said East line 1140.00 feet to the point of beginning.

PARCEL III

A tract of land situated in the Northwest one-quarter of Section 13, and the Northeast one-quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a 2 inch iron pipe at the initial point of ASH MEADOWS, a duly recorded plat in said Clackamas County in Plat Book 84, page 5; said pipe also being South 00°08'14" West 1311.28 feet and South 89°50'44" East a distance of 258.22 feet from the Northwest corner of said Section 13; and running thence along the Northerly boundary of said ASH MEADOWS plat South 00'09'16" West a distance of 23.50 feet to a 5/8 inch iron rod; thence North 89°50'44" West 228.24 feet to a 5/8 inch iron rod on the Easterly right-of-way line of Boones Ferry Road at a point of non-tangent curvature, the redial center of which bears South 89°08'31" West; thence Northeasterly along said Easterly right-of-way line along the arc of a 746.20 foot radius curve to the left, through a central angle of 16°22'15", an arc distance of 213.21 feet (the long chord of which bears North 09°02'37" West 212.48 feet) to a 5/8 inch iron rod at a point of tangency; thence North 17°13'44" West 748.85 feet to a 5/8 inch iron rod at a point of curvature; thence Northwesterly along th arc of a

point of curvature; thence Northwesterly along th arc of a 1939.86 foot radius curve to the left, through a central angle of O8*56'00", an arc distance of 302.46 feet (the long chord of which bears North 21*41'44" West 302.15 feet) to a 5/8 inch iron rod at a point of tangency; thence North 26*09'44" West 107.28 feet to a 5/8 inch iron rod at the intersection of the Easterly right-of-way line of Boeckman Road; thence tracing said Southerly line of Boeckman Road; thence tracing said Southerly line of Boeckman Road North 89*35'44" East 387.35 feet to a 5/8 inch iron rod on the East line of said Section 14; thence North 89*29'30" East along said Southerly right-of-way line 1322.94 feet to the East line of the West one-half of the Northwest one-querter of said Section 13; thence South 00'08'37" West along said East line 1443.50 feet to a 5/8 inch iron rod; thence North 89*51'23" West 226.29 feet to a 5/8 inch iron rod at a point of curvature; thence Southwesterly along the arc of a 400.00 foot radius curve to the right, through a central angle of 08*46'26", sm arc distance of 61.25 feet (the long chord bears South 32'36'47" West 61.19 feet) to a 5/8 inch iron rod at a point of tangency; thence South 32'86 inch iron rod at noint of said road North 53'00'00" West 57.00 feet to 5/8 inch iron rod at the most Easterly corner of Roger Road in said plat of ASH MEADOWS; thence tracing the Northerly boundary of said road North 53'00'00" West 40.00 feet to a 5/8 inch iron rod at the most Northerly corner thereof; thence North 37'00'00" East 57.00 feet to a 5/8 inch iron rod at the most Northerly corner of Roger Road in said plat of ASH MEADOWS; thence tracing the central angle of 36*51'23", an arc distance of 231.58 feet (the long chord of which bears North 18'34'18" East 227.60 feet) to a 5/8 inch iron rod at a point of curvature; thence North 89*51'23", an arc distance of 231.58 feet (the long chord of which bears North 18'34'18" East 227.60 feet) to a 5/8 inch iron rod at a point of curvature; thence North 89*61'24" west





LEGAL DESCRIPTION
Right-of-Way Dedication
Canyon Creek Road
City of Wilsonville, Oregon

(RIGHT-OF-WAY DEDICATION)

A parcel of land situated in the Northwest one-quarter of Section 13 in Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon and being a portion of Parcels 1 and 2 of that property described and conveyed to Mentor Graphics Corporation, an Oregon Corporation, in Statutory Warranty Deed recorded December 22, 1988 as Document No. 88-053412, Clackamas County Deed Records; said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 37.50 feet left of Proposed Canyon Creek Road Centerline Station 3+80.00, said point being the beginning of a 592.50 foot radius curve to the left, having a central angle of 18°57'38", the radius point of which bears N30°00'13"W, 592.50 feet;

Thence northeasterly along the arc of said curve to the left (the long chord of which bears N50°30'58"E, 195.18 feet) 196.07 feet to a point 37.50 feet left of Proposed Centerline Station 5+88.48;

Thence northerly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+00.89;

Thence northwesterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+00.60;

Thence northeasterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+67.52;

Thence southeasterly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+67.24;

Thence northeasterly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 6+82.91;

Thence southeasterly, in a straight line, to a point on the Proposed Centerline at Station 6+82.91, said point being the beginning of a 630.00 foot radius non-tangent curve to the left, having a central angle of 30°39'57", the radius point of which bears N57°33'06"W, 630.00 feet;

Thence northeasterly along the Proposed Centerline and the arc of said non-tangent curve to the left (the long chord of which bears N17°06'56"E, 333.18 feet) 337.19 feet to a point at Proposed Centerline Station 10+20.09;

Thence continuing along the Proposed Centerline northerly, in a straight line, to a point at Proposed Centerline Station 10+94.21, said point being the beginning of a 558.00 foot radius curve to the right, having a central angle of 11°26'11";

Thence northeasterly along the Proposed Centerline and the arc of said curve to the right (the long chord of which bears N7°30'03"E, 111.19 feet) 111.38 feet to a point at Proposed Centerline Station 12+05.59, said point also being located on the existing centerline and right-of-way line of Canyon Creek Road as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence southeasterly along said existing right-of-way of Canyon Creek Road, in a straight line, to a point 31.00 feet right of Proposed Centerline Station 12+05.59, said point being the beginning of a 527.00 foot radius non-tangent curve to the right, having a central angle of 6°35'29", the radius point of which bears S76°46'52"E, 527.00 feet;

Thence northeasterly along said existing right-of-way of Canyon Creek Road and the arc of said non-tangent curve to the right (the long chord of which bears N16°30'53"E, 60.59 feet) 60.63 feet to a point 31.00 feet right of Proposed Centerline Station 12+69.78.

EXCEPTING therefrom that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 191.19 feet right of Proposed Canyon Creek Road Centerline Station 6+66.16, said point being the beginning of a 274.50 foot radius curve to the



right, having a central angle of 16°30'31", the radius point of which bears N20°22'54"E, 274.50 feet;

Thence northwesterly along the arc of said curve to the right (the long chord of which bears N61°21'50"W, 78.82 feet) 79.09 feet to a point 112.75 feet right of Proposed Centerline Station 6+59.94;

Thence northwesterly, in a straight line, to a point 48.65 feet right of Proposed Centerline Station 6+62.39;

Thence northerly, in a straight line, to a point 42.00 feet right of Proposed Centerline Station 6+68.87, said point being the beginning of a 672.00 foot radius non-tangent curve to the left, having a central angle of 31°56'31", the radius point of which bears N56°16'32"W, 672.00 feet;

Thence northeasterly along of arc of said non-tangent curve to the left (the long chord of which bears N17°45'13"E, 369.80 feet) 374.63 feet to a point 42.00 feet right of Proposed Centerline Station 10+20.09;

Thence northerly, in a straight line, to a point 42.00 feet right of Proposed Centerline Station 10+94.21, said point being the beginning of a 516.00 foot radius curve to the right, having a central angle of 18°01'40";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N10°47'47"E, 161.69 feet) 162.36 feet to a point 42.00 feet right of Proposed Centerline Station 12+69.78.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of Vlahos Drive and Canyon Creek Road.

The parcel of land to which this description applies contains 47,678 square feet, more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of Canyon Creek Road, being more particularly described as follows:

Beginning at Proposed Canyon Creek Road Centerline Station 0+00.00, said point bears S64°01'45"E, 823.84 feet, from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145, said point



also being the intersection of the existing centerline of Town Center Loop East with the existing centerline of Vlahos Drive as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence N24°34'18"E, along the existing centerline of Vlahos Drive,114.15 feet to Proposed Centerline Station 1+14.15 and the beginning of a 400.00 foot radius curve to the right, having a central angle of 36°27'21";

Thence northeasterly along the existing centerline of Vlahos Drive and the arc of said curve to the right (the long chord bears N42°47'59"E, 250.24 feet) 254.51feet to Proposed Centerline Station 3+68.66 and the beginning of a 630.00 foot radius reverse curve to the left, having a central angle of 59°14'42";

Thence leaving the existing centerline of Vlahos Drive northeasterly along the arc of said reverse curve to the left (the long chord of which bears N31°24'18"E, 622.80 feet) 651.43 feet to Proposed Centerline Station 10+20.09;

Thence N01°46'57"E, 74.12 feet to Proposed Centerline Station 10+94.21 and the beginning of a 558.00 foot radius curve to the right, having a central angle of 11°26'11";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N07°30'03"E, 111.19 feet) 111.38 feet to a point on curve at Proposed Centerline Station 12+05.59, also being a point on the existing centerline of Canyon Creek Road as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence continuing northeasterly along the existing centerline of Canyon Creek Road and the arc of a 558.00 foot radius curve to the right, having a central angle of 6°35'29" (the long chord of which bears N16°30'53"E, 64.16 feet) 64.19 feet to Proposed Centerline Station 12+69.78 and the beginning of a 558.00 foot radius reverse curve to the left, having a central angle of 18°01'40";

Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 174.85 feet) 175.57 feet to Proposed Centerline Station 14+45.35;

Thence N01°46'57"E, along the existing centerline of Canyon Creek Road, 601.90 feet to Proposed Centerline Station 20+47.25 and the beginning of a 558.00 foot radius curve to the left, having a central angle of 13°32'10";



Thence northwesterly along the existing centerline of Canyon Creek Road and the arc of said curve to the left (the long chord of which bears N04°59'08"W, 131.52 feet) 131.83 feet to Proposed Centerline Station 21+79.08 and the beginning of a 558.00 foot radius reverse curve to the right, having a central angle of 63°19'29";

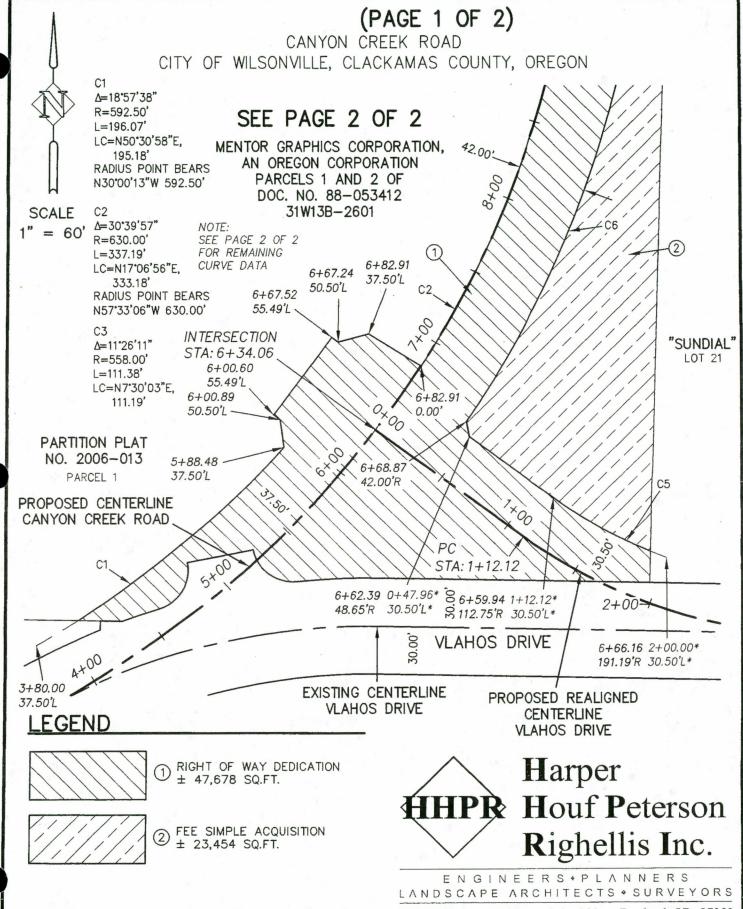
Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the right (the long chord of which bears N19°54'32"E, 585.80 feet) 616.72 feet to Proposed Centerline Station 27+95.80 and the Point of Termination, said point bears N35°47'58"E, 2662.19 feet from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145 as shown on said Survey Number 2014-024;

This centerline stationing and basis of bearings of this legal description is the same as that shown on Survey Number 2014-024, Clackamas County Survey Records.

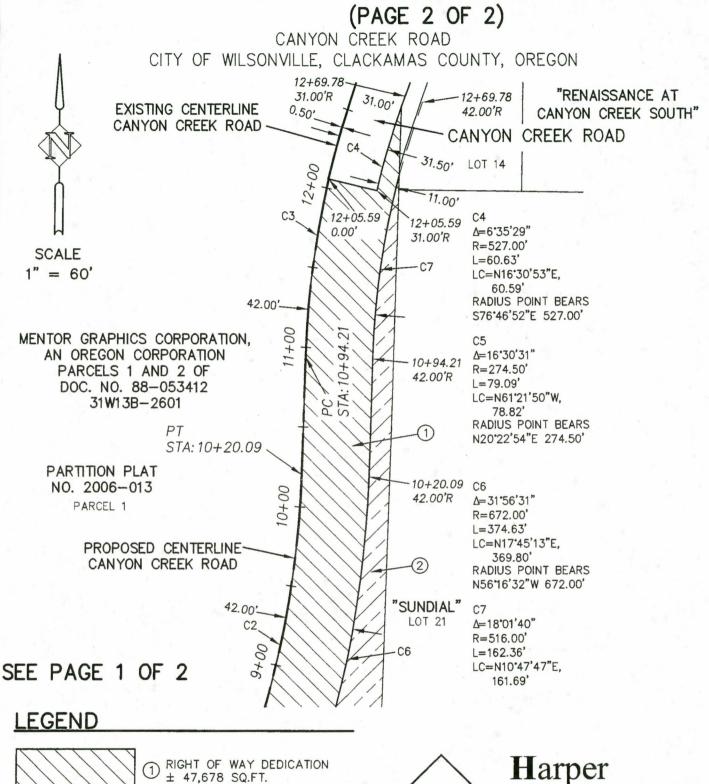
REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON/ JULY 15, 2003 JOHN T. CAMPBELL 60070 LS

EXPIRES: 12-31-15

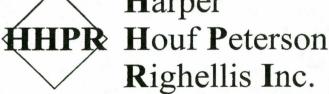


* = PROPOSED VLAHOS DRIVE CENTERLINE STATIONING



FEE SIMPLE ACQUISITION

± 23,454 SQ.FT.



ENGINEERS + PLANNERS LANDSCAPE ARCHITECTS + SURVEYORS



REMNANT PARCEL Canyon Creek Road City of Wilsonville, Oregon

(REMNANT PARCEL)

A parcel of land situated in the Northwest one-quarter of Section 13 in Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon and being a portion of Parcel 2 of that property described and conveyed to Mentor Graphics Corporation, an Oregon Corporation, in Statutory Warranty Deed recorded December 22, 1988 as Document No. 88-053412, Clackamas County Deed Records; said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 191.19 feet right of Proposed Canyon Creek Road Centerline Station 6+66.16, said point being the beginning of a 274.50 foot radius curve to the right, having a central angle of 16°30'31", the radius point of which bears N20°22'54"E, 274.50 feet:

Thence northwesterly along the arc of said curve to the right (the long chord of which bears N61°21'50"W, 78.82 feet) 79.09 feet to a point 112.75 feet right of Proposed Centerline Station 6+59.94;

Thence northwesterly, in a straight line, to a point 48.65 feet right of Proposed Centerline Station 6+62.39;

Thence northerly, in a straight line, to a point 42.00 feet right of Proposed Centerline Station 6+68.87, said point being the beginning of a 672.00 foot radius non-tangent curve to the left, having a central angle of 31°56'31", the radius point of which bears N56°16'32"W, 672.00 feet;

Thence northeasterly along of arc of said non-tangent curve to the left (the long chord of which bears N17°45'13"E, 369.80 feet) 374.63 feet to a point 42.00 feet right of Proposed Centerline Station 10+20.09;

Thence northerly, in a straight line, to a point 42.00 feet right of Proposed Centerline Station 10+94.21, said point being the beginning of a 516.00 foot radius curve to the right, having a central angle of 18°01'40";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N10°47'47"E, 161.69 feet) 162.36 feet to a point 42.00 feet right of Proposed Centerline Station 12+69.78.

The parcel of land to which this description applies contains 23,454 square feet, more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of Canyon Creek Road, being more particularly described as follows:

Beginning at Proposed Canyon Creek Road Centerline Station 0+00.00, said point bears S64°01'45"E, 823.84 feet, from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145, said point also being the intersection of the existing centerline of Town Center Loop East with the existing centerline of Vlahos Drive as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence N24°34'18"E, along the existing centerline of Vlahos Drive,114.15 feet to Proposed Centerline Station 1+14.15 and the beginning of a 400.00 foot radius curve to the right, having a central angle of 36°27'21";

Thence northeasterly along the existing centerline of Vlahos Drive and the arc of said curve to the right (the long chord bears N42°47'59"E, 250.24 feet) 254.51feet to Proposed Centerline Station 3+68.66 and the beginning of a 630.00 foot radius reverse curve to the left, having a central angle of 59°14'42";

Thence leaving the existing centerline of Vlahos Drive northeasterly along the arc of said reverse curve to the left (the long chord of which bears N31°24'18"E, 622.80 feet) 651.43 feet to Proposed Centerline Station 10+20.09;

Thence N01°46'57"E, 74.12 feet to Proposed Centerline Station 10+94.21 and the beginning of a 558.00 foot radius curve to the right, having a central angle of 11°26'11";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N07°30'03"E, 111.19 feet) 111.38 feet to a point on curve at Proposed Centerline



Station 12+05.59, also being a point on the existing centerline of Canyon Creek Road as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence continuing northeasterly along the existing centerline of Canyon Creek Road and the arc of a 558.00 foot radius curve to the right, having a central angle of 6°35'29" (the long chord of which bears N16°30'53"E, 64.16 feet) 64.19 feet to Proposed Centerline Station 12+69.78 and the beginning of a 558.00 foot radius reverse curve to the left, having a central angle of 18°01'40";

Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 174.85 feet) 175.57 feet to Proposed Centerline Station 14+45.35;

Thence N01°46'57"E, along the existing centerline of Canyon Creek Road, 601.90 feet to Proposed Centerline Station 20+47.25 and the beginning of a 558.00 foot radius curve to the left, having a central angle of 13°32'10";

Thence northwesterly along the existing centerline of Canyon Creek Road and the arc of said curve to the left (the long chord of which bears N04°59'08"W, 131.52 feet) 131.83 feet to Proposed Centerline Station 21+79.08 and the beginning of a 558.00 foot radius reverse curve to the right, having a central angle of 63°19'29";

Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the right (the long chord of which bears N19°54'32"E, 585.80 feet) 616.72 feet to Proposed Centerline Station 27+95.80 and the Point of Termination, said point bears N35°47'58"E, 2662.19 feet from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145 as shown on said Survey Number 2014-024;

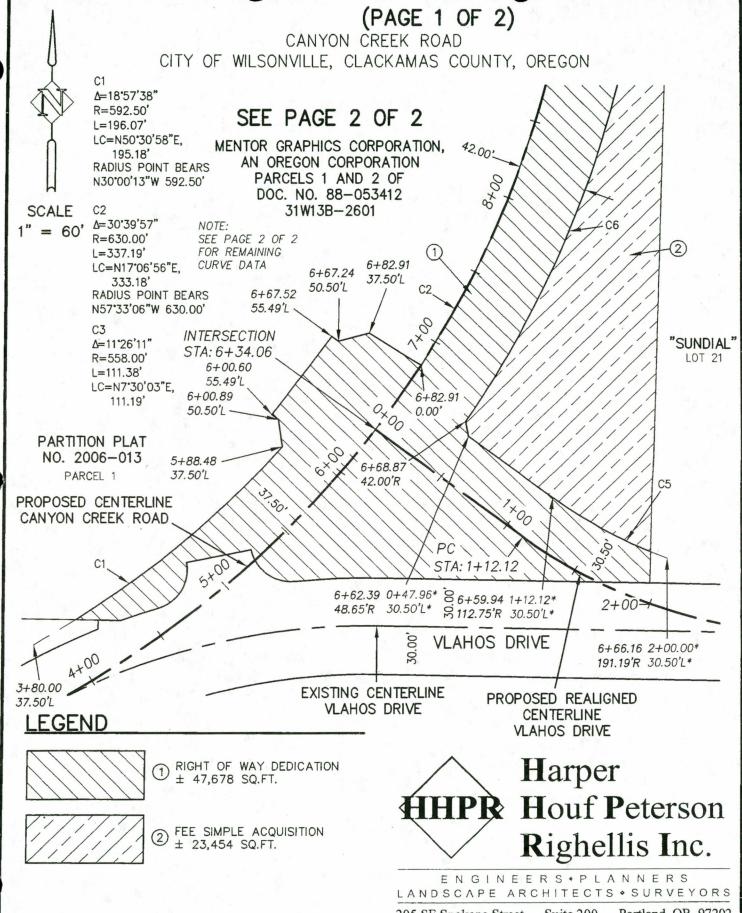
This centerline stationing and basis of bearings of this legal description is the same as that shown on Survey Number 2014-024, Clackamas County Survey Records.

REGISTERED PROFESSIONAL LAND SUBVEYOR

OREGON/ JULY 15, 2003 OHN T. CAMPBELL 60070 LS

EXPIRES: 12-31-15

HHPR



(PAGE 2 OF 2) CANYON CREEK ROAD CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON 12+69.78-"RENAISSANCE AT 31.00'R 12+69.78 31.00 **EXISTING CENTERLINE** 0.50 42.00'R CANYON CREEK SOUTH" CANYON CREEK ROAD CANYON CREEK ROAD 31.50, LOT 14 11.00' 12+05.59 12+05.59 0.00' Δ=6°35'29" 31.00'R R=527.00'SCALE L=60.63'C7 1" = 60'LC=N16'30'53"E, 60.59 RADIUS POINT BEARS 42.00'-S76°46'52"E 527.00' 11+00 MENTOR GRAPHICS CORPORATION, C5 AN OREGON CORPORATION Δ=16°30'31" 10+94.21 PARCELS 1 AND 2 OF R=274.50' 42.00'R L=79.09' DOC. NO. 88-053412 LC=N61'21'50"W. 31W13B-2601 78.82 RADIUS POINT BEARS N20°22'54"E 274.50' STA: 10+20.09 PARTITION PLAT 10+20.09 **C6** NO. 2006-013 42.00'R Δ=31°56'31" PARCEL 1 R=672.00' L=374.63' LC=N17'45'13"E, PROPOSED CENTERLINE 369.80 CANYON CREEK ROAD RADIUS POINT BEARS N56°16'32"W 672.00' "SUNDIAL" 42.00'-LOT 21 Δ=18°01'40" R=516.003+00 C6 L=162.36' LC=N10'47'47"E, SEE PAGE 1 OF 2 161.69' LEGEND RIGHT OF WAY DEDICATION

± 47,678 SQ.FT.

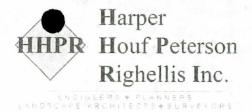
± 23,454 SQ.FT.

FEE SIMPLE ACQUISITION



Harper HPR Houf Peterson Righellis Inc.

ENGINEERS + PLANNERS LANDSCAPE ARCHITECTS . SURVEYORS



LEGAL DESCRIPTION
Right-of-Way Dedication
Canyon Creek Road
City of Wilsonville, Oregon

(RIGHT-OF-WAY DEDICATION)

A parcel of land situated in the Northwest one-quarter of Section 13 in Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon and being a portion of Parcels 2 and 3 of that property described and conveyed to Mentor Graphics Corporation, an Oregon Corporation, in Statutory Warranty Deed recorded December 22, 1988 as Document No. 88-053412, Clackamas County Deed Records; said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 37.50 feet left of Proposed Canyon Creek Road Centerline Station 3+80.00, said point being the beginning of a 592.50 foot radius curve to the left, having a central angle of 18°57'38", the radius point of which bears N30°00'13"W, 592.50 feet;

Thence northeasterly along the arc of said curve to the left (the long chord of which bears N50°30'58"E, 195.18 feet) 196.07 feet to a point 37.50 feet left of Proposed Centerline Station 5+88.48;

Thence northerly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+00.89;

Thence northwesterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+00.60;

Thence northeasterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+67.52;

Thence southeasterly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+67.24:

Thence northeasterly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 6+82.91, said point being the beginning of a 592.50 foot radius non-tangent curve to the left, having a central angle of 30°39'57", the radius point of which bears N57°33'06"W, 592.50 feet;

Thence northeasterly along the arc of said non-tangent curve to the left (the long chord of which bears N17°06'56"E, 313.35 feet) 317.12 feet to a point 37.50 feet left of Proposed Centerline Station 10+20.09;

Thence northerly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 10+94.21, said point being the beginning of a 595.50 foot radius curve to the right, having a central angle of 18°01'40";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N10°47'47"E, 188.60 feet) 187.37 feet to a point 37.50 feet left of Proposed Centerline Station 12+69.78, said point being the beginning of a 520.50 foot radius reverse curve to the left, having a central angle of 18°01'40";

Thence northeasterly along the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 163.10 feet) 163.77 feet to a point 37.50 feet left of Proposed Centerline Station 14+45.35;

Thence northerly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 18+18.97;

Thence northwesterly, in a straight line, to a point 50.00 feet left of Proposed Centerline Station 18+34.07;

Thence westerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+34.07;

Thence northerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+95.07;

Thence easterly, in a straight line, to a point 50.00 feet left of Proposed Centerline Station 18+95.07;

Thence northeasterly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 19+06.57;



Thence northerly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 20+47.25, said point being the beginning of a 520.50 foot radius curve to the left, having a central angle of 13°32'10";

Thence northwesterly along the arc of said curve to the left (the long chord of which bears N4°59'08"W, 122.68 feet) 122.97 feet to a point 37.50 feet left of Proposed Centerline Station 21+79.08, said point being the beginning of a 595.50 foot radius reverse curve to the right, having a central angle of 43°13'14";

Thence northeasterly along the arc of said reverse curve to the right (the long chord of which bears N9°51'24"E, 438.64 feet) 449.21 feet to a point 37.50 feet left of Proposed Centerline Station 26+00.00.

EXCEPTING therefrom that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 37.50 feet left of Proposed Canyon Creek Road Centerline Station 3+80.00, said point being the beginning of a 592.50 foot radius curve to the left, having a central angle of 18°57'38", the radius point of which bears N30°00'13"W, 592.50 feet;

Thence northeasterly along the arc of said curve to the left (the long chord of which bears N50°30'58"E, 195.18 feet) 196.07 feet to a point 37.50 feet left of Proposed Centerline Station 5+88.48;

Thence northerly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+00.89;

Thence northwesterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+00.60;

Thence northeasterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+67.52;

Thence southeasterly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+67.24;



Thence northeasterly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 6+82.91;

Thence southeasterly, in a straight line, to a point on the Proposed Centerline at Station 6+82.91, said point being the beginning of a 630.00 foot radius non-tangent curve to the left, having a central angle of 30°39'57", the radius point of which bears N57°33'06"W, 630.00 feet;

Thence northeasterly along the Proposed Centerline and the arc of said non-tangent curve to the left (the long chord of which bears N17°06'56"E, 333.18 feet) 337.19 feet to a point at Proposed Centerline Station 10+20.09;

Thence continuing along the Proposed Centerline northerly, in a straight line, to a point at Proposed Centerline Station 10+94.21, said point being the beginning of a 558.00 foot radius curve to the right, having a central angle of 11°26'11";

Thence northeasterly along the Proposed Centerline and the arc of said curve to the right (the long chord of which bears N7°30'03"E, 111.19 feet) 111.38 feet to a point at Proposed Centerline Station 12+05.59, said point also being located on the existing centerline and right-of-way line of Canyon Creek Road as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence southeasterly along said existing right-of-way of Canyon Creek Road, in a straight line, to a point 31.00 feet right of Proposed Centerline Station 12+05.59, said point being the beginning of a 527.00 foot radius non-tangent curve to the right, having a central angle of 6°35'29", the radius point of which bears S76°46'52"E, 527.00 feet;

Thence northeasterly along said existing right-of-way of Canyon Creek Road and the arc of said non-tangent curve to the right (the long chord of which bears N16°30'53"E, 60.59 feet) 60.63 feet to a point 31.00 feet right of Proposed Centerline Station 12+69.78.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of Vlahos Drive and Canyon Creek Road.

The parcel of land to which this description applies contains 70,266 square feet, more or less.



The stationing used to describe this parcel is based on the Proposed Centerline of Canyon Creek Road, being more particularly described as follows:

Beginning at Proposed Canyon Creek Road Centerline Station 0+00.00, said point bears S64°01'45"E, 823.84 feet, from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145, said point also being the intersection of the existing centerline of Town Center Loop East with the existing centerline of Vlahos Drive as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence N24°34'18"E, along the existing centerline of Vlahos Drive,114.15 feet to Proposed Centerline Station 1+14.15 and the beginning of a 400.00 foot radius curve to the right, having a central angle of 36°27'21";

Thence northeasterly along the existing centerline of Vlahos Drive and the arc of said curve to the right (the long chord bears N42°47'59"E, 250.24 feet) 254.51feet to Proposed Centerline Station 3+68.66 and the beginning of a 630.00 foot radius reverse curve to the left, having a central angle of 59°14'42";

Thence leaving the existing centerline of Vlahos Drive northeasterly along the arc of said reverse curve to the left (the long chord of which bears N31°24'18"E, 622.80 feet) 651.43 feet to Proposed Centerline Station 10+20.09;

Thence N01°46'57"E, 74.12 feet to Proposed Centerline Station 10+94.21 and the beginning of a 558.00 foot radius curve to the right, having a central angle of 11°26'11";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N07°30'03"E, 111.19 feet) 111.38 feet to a point on curve at Proposed Centerline Station 12+05.59, also being a point on the existing centerline of Canyon Creek Road as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence continuing northeasterly along the existing centerline of Canyon Creek Road and the arc of a 558.00 foot radius curve to the right, having a central angle of 6°35'29" (the long chord of which bears N16°30'53"E, 64.16 feet) 64.19 feet to Proposed Centerline Station 12+69.78 and the beginning of a 558.00 foot radius reverse curve to the left, having a central angle of 18°01'40";



Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 174.85 feet) 175.57 feet to Proposed Centerline Station 14+45.35;

Thence N01°46'57"E, along the existing centerline of Canyon Creek Road, 601.90 feet to Proposed Centerline Station 20+47.25 and the beginning of a 558.00 foot radius curve to the left, having a central angle of 13°32'10";

Thence northwesterly along the existing centerline of Canyon Creek Road and the arc of said curve to the left (the long chord of which bears N04°59'08"W, 131.52 feet) 131.83 feet to Proposed Centerline Station 21+79.08 and the beginning of a 558.00 foot radius reverse curve to the right, having a central angle of 63°19'29";

Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the right (the long chord of which bears N19°54'32"E, 585.80 feet) 616.72 feet to Proposed Centerline Station 27+95.80 and the Point of Termination, said point bears N35°47'58"E, 2662.19 feet from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145 as shown on said Survey Number 2014-024;

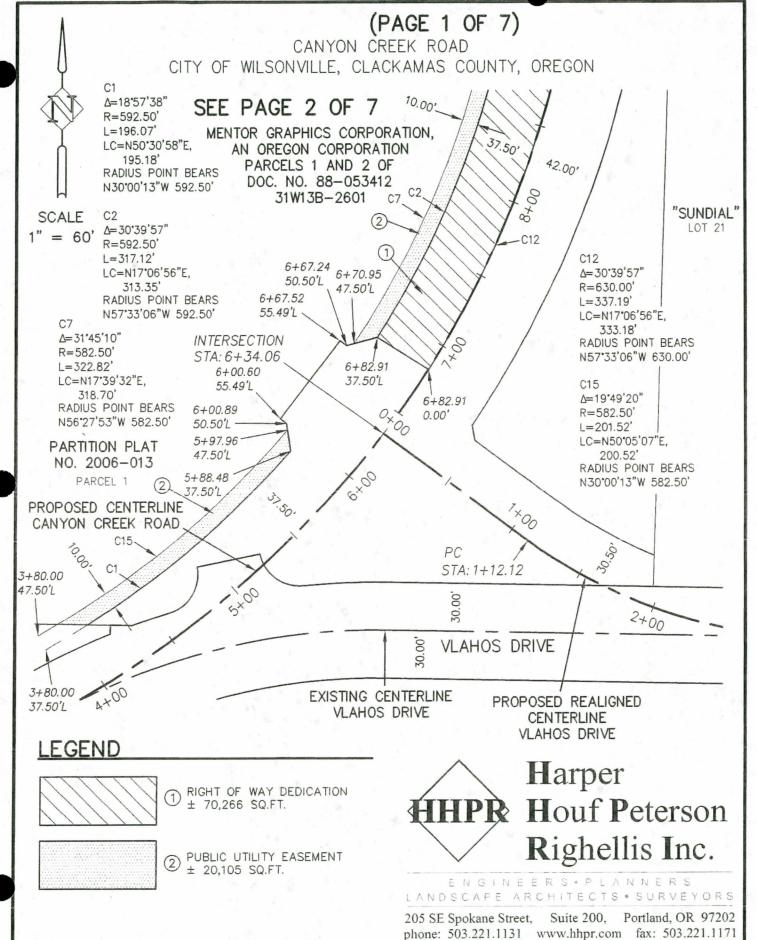
This centerline stationing and basis of bearings of this legal description is the same as that shown on Survey Number 2014-024, Clackamas County Survey Records.

REGISTERED PROFESSIONAL LAND SURVEYOR

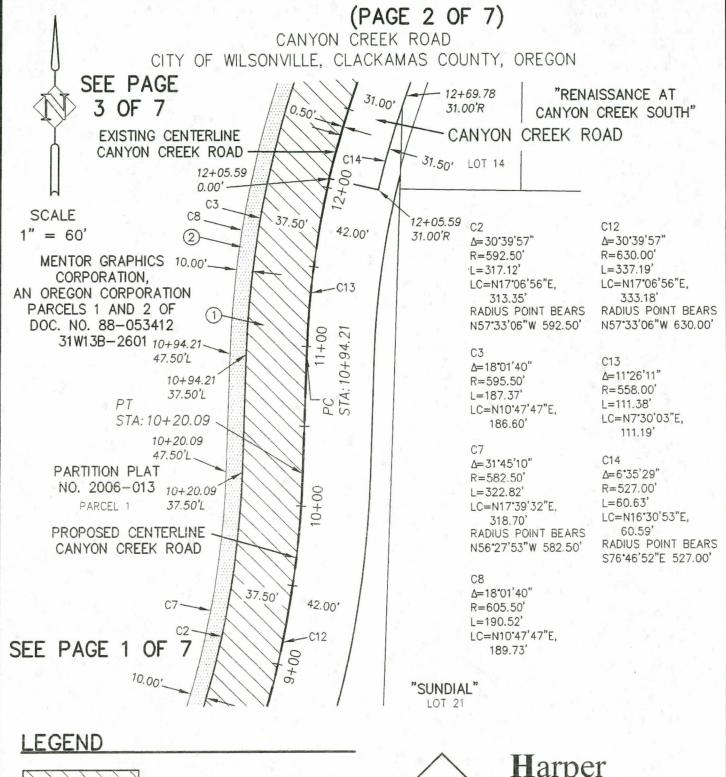
OREGON JULY 15, 2003 JOHN T. CAMPBELL 60070 LS

EXPIRES: 12-31-15





* = PROPOSED VLAHOS DRIVE CENTERLINE STATIONING





RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.

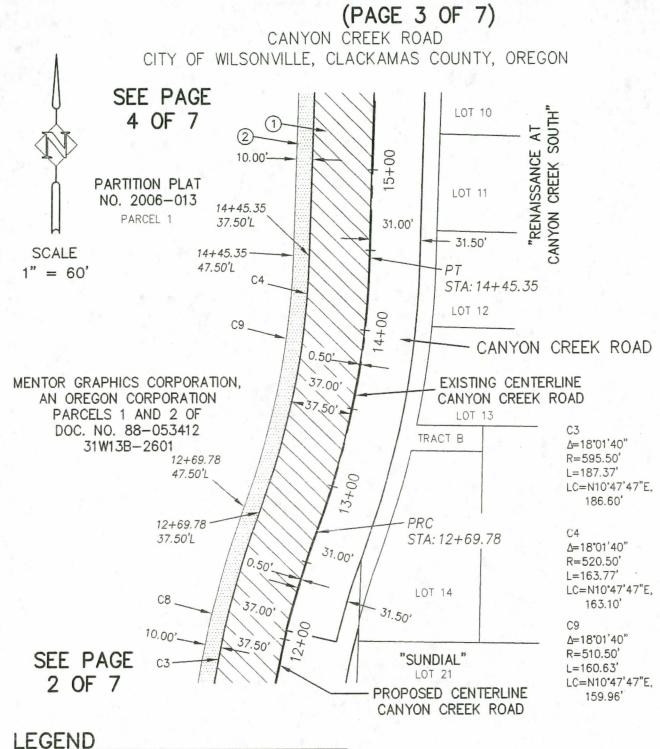


PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



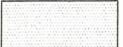
Harper HHPR Houf Peterson Righellis Inc.

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RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.



PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.

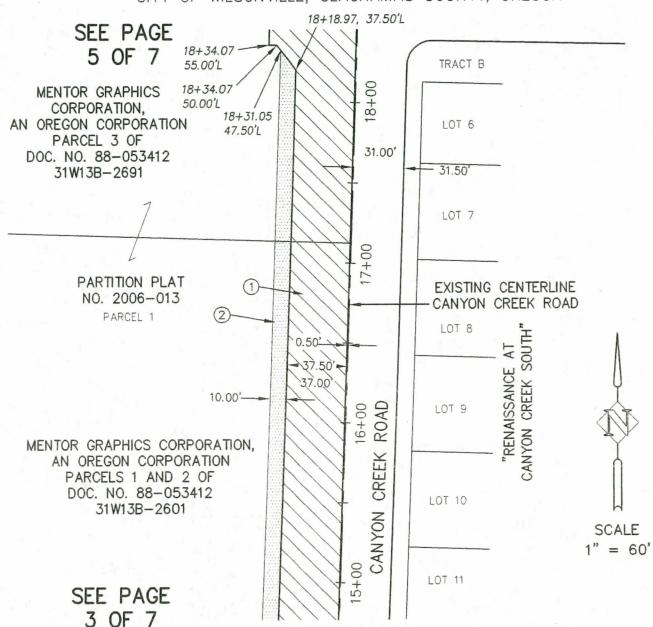


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(PAGE 4 OF 7)

CANYON CREEK ROAD CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON



LEGEND



RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.

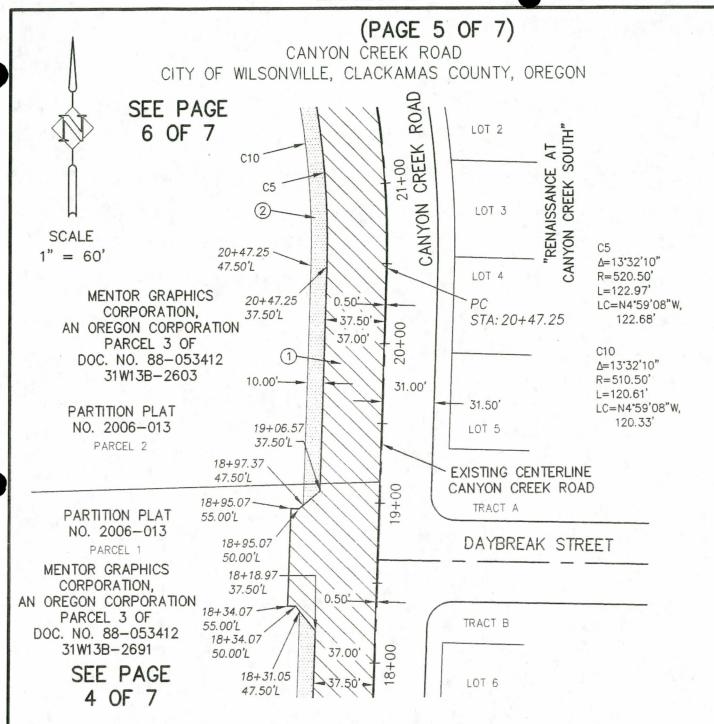


2 PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



Harper HPR Houf Peterson Righellis Inc.

ENGINEERS + FLANNERS LANDSCAPE ARCHITECTS . SURVEYORS



LEGEND



1 RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.



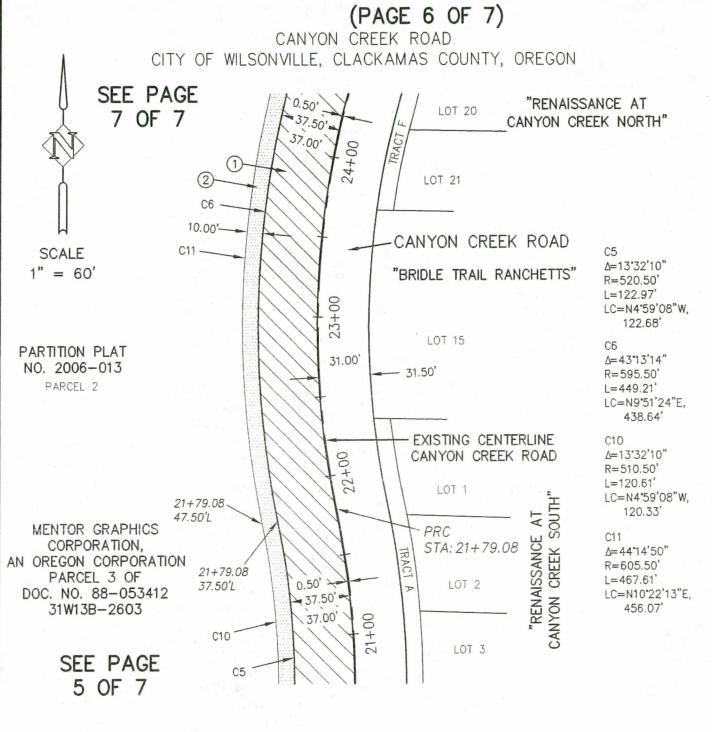
2 PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



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ENGINEERS + PLANNERS LANDSCAPE ARCHITECTS * SURVEYORS

EXHIBIT E



LEGEND



RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.

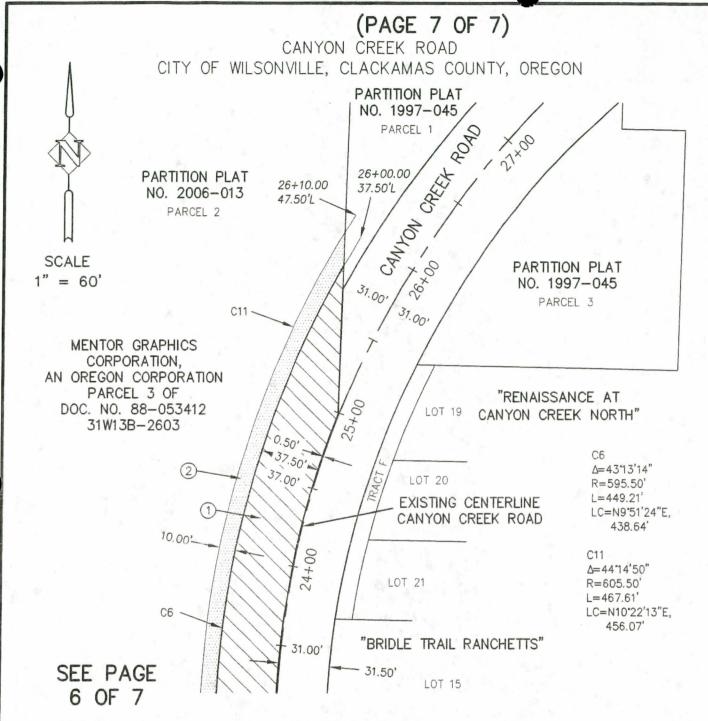


PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



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LEGEND



RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.

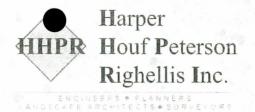


2 PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



Harper HPR Houf Peterson Righellis Inc.

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LEGAL DESCRIPTION
Public Utility Easement
Canyon Creek Road
City of Wilsonville, Oregon

(PUBLIC UTILITY EASEMENT)

A parcel of land situated in the Northwest one-quarter of Section 13 in Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon and being a portion of Parcels 2 and 3 of that property described and conveyed to Mentor Graphics Corporation, an Oregon Corporation, in Statutory Warranty Deed recorded December 22, 1988 as Document No. 88-053412, Clackamas County Deed Records; said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 47.50 feet left of Proposed Canyon Creek Road Centerline Station 3+80.00, said point being the beginning of a 582.50 foot radius curve to the left, having a central angle of 19°49'20", the radius point of which bears N30°00'13"W, 582.50 feet;

Thence northeasterly along the arc of said curve to the left (the long chord of which bears N50°05'07"E, 200.52 feet) 201.52 feet to a point 47.50 feet left of Proposed Centerline Station 5+97.96;

Thence northerly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+00.89;

Thence northwesterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+00.60;

Thence northeasterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+67.52:

Thence southeasterly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+67.24;

Thence northeasterly, in a straight line, to a point 47.50 feet left of Proposed Centerline Station 6+70.95, said point being the beginning of a 582.50 foot radius non-tangent curve to the left, having a central angle of 31°45'10", the radius point of which bears N56°27'53"W, 582.50 feet;

Thence northeasterly along the arc of said non-tangent curve to the left (the long chord of which bears N17°39'32"E, 318.70 feet) 322.82 feet to a point 47.50 feet left of Proposed Centerline Station 10+20.09;

Thence northerly, in a straight line, to a point 47.50 feet left of Proposed Centerline Station 10+94.21, said point being the beginning of a 605.50 foot radius curve to the right, having a central angle of 18°01'40";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N10°47'47"E, 189.73 feet) 190.52 feet to a point 47.50 feet left of Proposed Centerline Station 12+69.78, said point being the beginning of a 510.50 foot radius reverse curve to the left, having a central angle of 18°01'40";

Thence northeasterly along the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 159.96 feet) 160.63 feet to a point 47.50 feet left of Proposed Centerline Station 14+45.35;

Thence northerly, in a straight line, to a point 47.50 feet left of Proposed Centerline Station 18+31.05;

Thence northwesterly, in a straight line, to a point 50.00 feet left of Proposed Centerline Station 18+34.07;

Thence westerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+34.07;

Thence northerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+95.07;

Thence easterly, in a straight line, to a point 50.00 feet left of Proposed Centerline Station 18+95.07;

Thence northeasterly, in a straight line, to a point 47.50 feet left of Proposed Centerline Station 18+97.37;



Thence northerly, in a straight line, to a point 47.50 feet left of Proposed Centerline Station 20+47.25, said point being the beginning of a 510.50 foot radius curve to the left, having a central angle of 13°32'10";

Thence northwesterly along the arc of said curve to the left (the long chord of which bears N4°59'08"W, 120.33 feet) 120.61 feet to a point 47.50 feet left of Proposed Centerline Station 21+79.08, said point being the beginning of a 605.50 foot radius reverse curve to the right, having a central angle of 44°14'50";

Thence northeasterly along the arc of said reverse curve to the right (the long chord of which bears N10°22'13"E, 456.07 feet) 467.61 feet to a point 47.50 feet left of Proposed Centerline Station 26+10.00.

EXCEPTING therefrom that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 37.50 feet left of Proposed Canyon Creek Road Centerline Station 3+80.00, said point being the beginning of a 592.50 foot radius curve to the left, having a central angle of 18°57'38", the radius point of which bears N30°00'13"W, 592.50 feet;

Thence northeasterly along the arc of said curve to the left (the long chord of which bears N50°30'58"E, 195.18 feet) 196.07 feet to a point 37.50 feet left of Proposed Centerline Station 5+88.48;

Thence northerly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+00.89;

Thence northwesterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+00.60;

Thence northeasterly, in a straight line, to a point 55.49 feet left of Proposed Centerline Station 6+67.52;

Thence southeasterly, in a straight line, to a point 50.50 feet left of Proposed Centerline Station 6+67.24;

Thence northeasterly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 6+82.91, said point being the beginning of a 592.50 foot radius non-tangent



curve to the left, having a central angle of 30°39'57", the radius point of which bears N57°33'06"VV, 592.50 feet;

Thence northeasterly along the arc of said non-tangent curve to the left (the long chord of which bears N17°06'56"E, 313.35 feet) 317.12 feet to a point 37.50 feet left of Proposed Centerline Station 10+20.09;

Thence northerly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 10+94.21, said point being the beginning of a 595.50 foot radius curve to the right, having a central angle of 18°01'40";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N10°47'47"E, 188.60 feet) 187.37 feet to a point 37.50 feet left of Proposed Centerline Station 12+69.78, said point being the beginning of a 520.50 foot radius reverse curve to the left, having a central angle of 18°01'40";

Thence northeasterly along the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 163.10 feet) 163.77 feet to a point 37.50 feet left of Proposed Centerline Station 14+45.35;

Thence northerly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 18+18.97;

Thence northwesterly, in a straight line, to a point 50.00 feet left of Proposed Centerline Station 18+34.07;

Thence westerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+34.07;

Thence northerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+95.07;

Thence easterly, in a straight line, to a point 50.00 feet left of Proposed Centerline Station 18+95.07;

Thence northeasterly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 19+06.57:



Thence northerly, in a straight line, to a point 37.50 feet left of Proposed Centerline Station 20+47.25, said point being the beginning of a 520.50 foot radius curve to the left, having a central angle of 13°32'10";

Thence northwesterly along the arc of said curve to the left (the long chord of which bears N4°59′08″W, 122.68 feet) 122.97 feet to a point 37.50 feet left of Proposed Centerline Station 21+79.08, said point being the beginning of a 595.50 foot radius reverse curve to the right, having a central angle of 43°13′14″;

Thence northeasterly along the arc of said reverse curve to the right (the long chord of which bears N9°51'24"E, 438.64 feet) 449.21 feet to a point 37.50 feet left of Proposed Centerline Station 26+00.00.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of Vlahos Drive and Canyon Creek Road.

The parcel of land to which this description applies contains 20,105 square feet, more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of Canyon Creek Road, being more particularly described as follows:

Beginning at Proposed Canyon Creek Road Centerline Station 0+00.00, said point bears S64°01'45"E, 823.84 feet, from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145, said point also being the intersection of the existing centerline of Town Center Loop East with the existing centerline of Vlahos Drive as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence N24°34'18"E, along the existing centerline of Vlahos Drive,114.15 feet to Proposed Centerline Station 1+14.15 and the beginning of a 400.00 foot radius curve to the right, having a central angle of 36°27'21";

Thence northeasterly along the existing centerline of Vlahos Drive and the arc of said curve to the right (the long chord bears N42°47'59"E, 250.24 feet) 254.51feet to Proposed Centerline Station 3+68.66 and the beginning of a 630.00 foot radius reverse curve to the left, having a central angle of 59°14'42";



Thence leaving the existing centerline of Vlahos Drive northeasterly along the arc of said reverse curve to the left (the long chord of which bears N31°24'18"E, 622.80 feet) 651.43 feet to Proposed Centerline Station 10+20.09;

Thence N01°46'57"E, 74.12 feet to Proposed Centerline Station 10+94.21 and the beginning of a 558.00 foot radius curve to the right, having a central angle of 11°26'11";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N07°30'03"E, 111.19 feet) 111.38 feet to a point on curve at Proposed Centerline Station 12+05.59, also being a point on the existing centerline of Canyon Creek Road as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence continuing northeasterly along the existing centerline of Canyon Creek Road and the arc of a 558.00 foot radius curve to the right, having a central angle of 6°35'29" (the long chord of which bears N16°30'53"E, 64.16 feet) 64.19 feet to Proposed Centerline Station 12+69.78 and the beginning of a 558.00 foot radius reverse curve to the left, having a central angle of 18°01'40";

Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 174.85 feet) 175.57 feet to Proposed Centerline Station 14+45.35;

Thence N01°46'57"E, along the existing centerline of Canyon Creek Road, 601.90 feet to Proposed Centerline Station 20+47.25 and the beginning of a 558.00 foot radius curve to the left, having a central angle of 13°32'10";

Thence northwesterly along the existing centerline of Canyon Creek Road and the arc of said curve to the left (the long chord of which bears N04°59'08"W, 131.52 feet) 131.83 feet to Proposed Centerline Station 21+79.08 and the beginning of a 558.00 foot radius reverse curve to the right, having a central angle of 63°19'29";

Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the right (the long chord of which bears N19°54'32"E, 585.80 feet) 616.72 feet to Proposed Centerline Station 27+95.80 and the Point of Termination, said point bears N35°47'58"E, 2662.19 feet from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145 as shown on said Survey Number 2014-024;

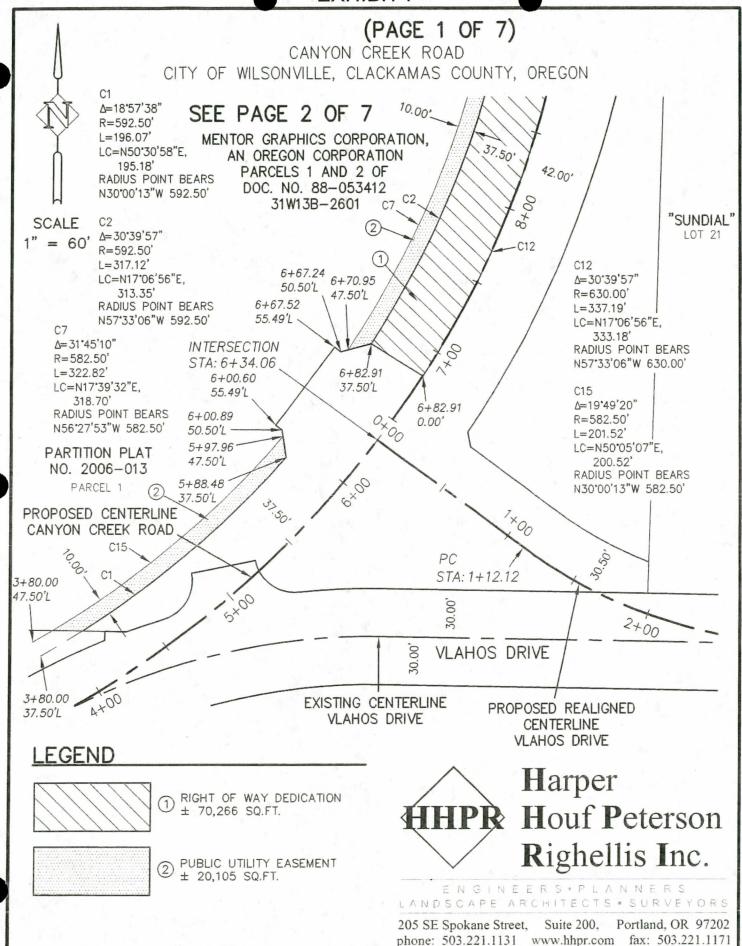


This centerline stationing and basis of bearings of this legal description is the same as that shown on Survey Number 2014-024, Clackamas County Survey Records.

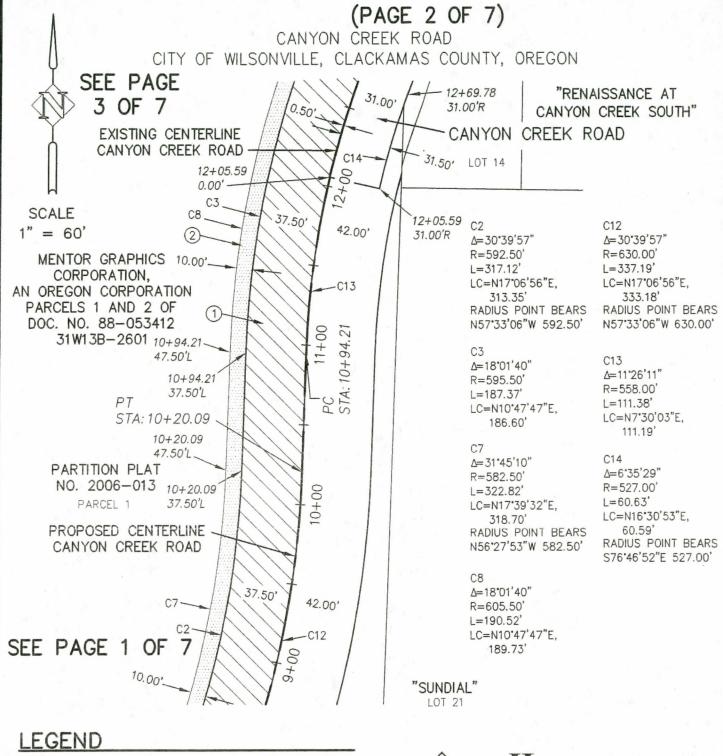
REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON/ JULY 15, 2003 JOHN T. CAMPBELL 60070 LS

EXPIRES: 12-31-15



* = PROPOSED VLAHOS DRIVE CENTERLINE STATIONING





RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.

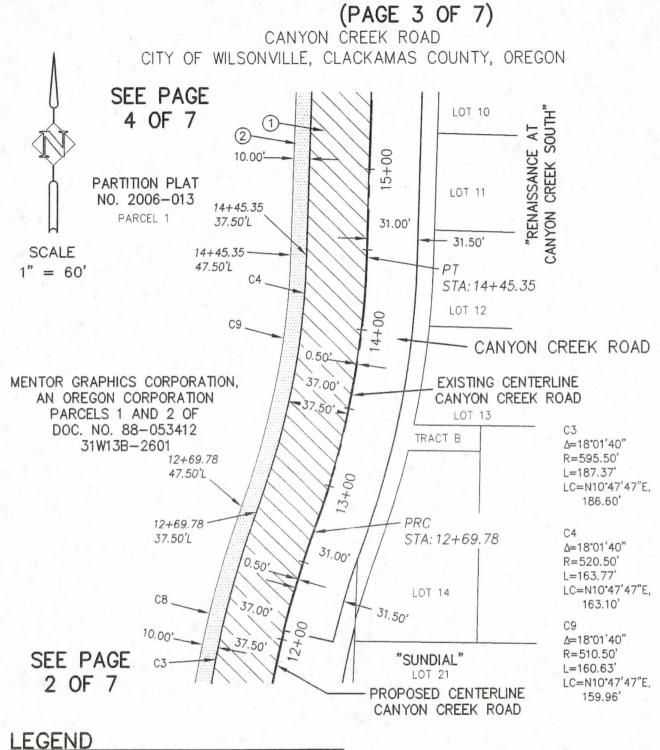


PUBLIC UTILITY EASEMENT ± 20.105 SQ.FT.



Harper HPR Houf Peterson Righellis Inc.

ENGINEERS * PLANNERS LANDSCAPE ARCHITECTS . SURVEYORS





RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.



PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.

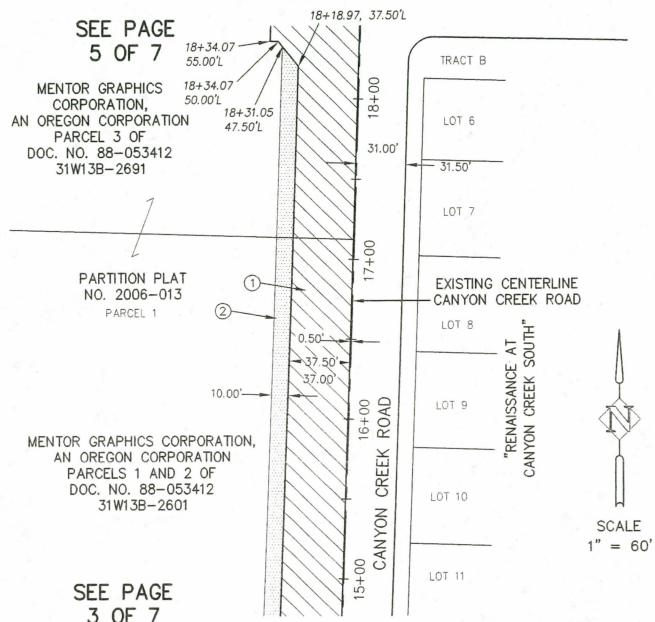


Harper HHPR Houf Peterson Righellis Inc.

ENGINEERS + PLANNERS LANDSCAPE ARCHITECTS . SURVEYORS

(PAGE 4 OF 7)

CANYON CREEK ROAD CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON



LEGEND



RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.

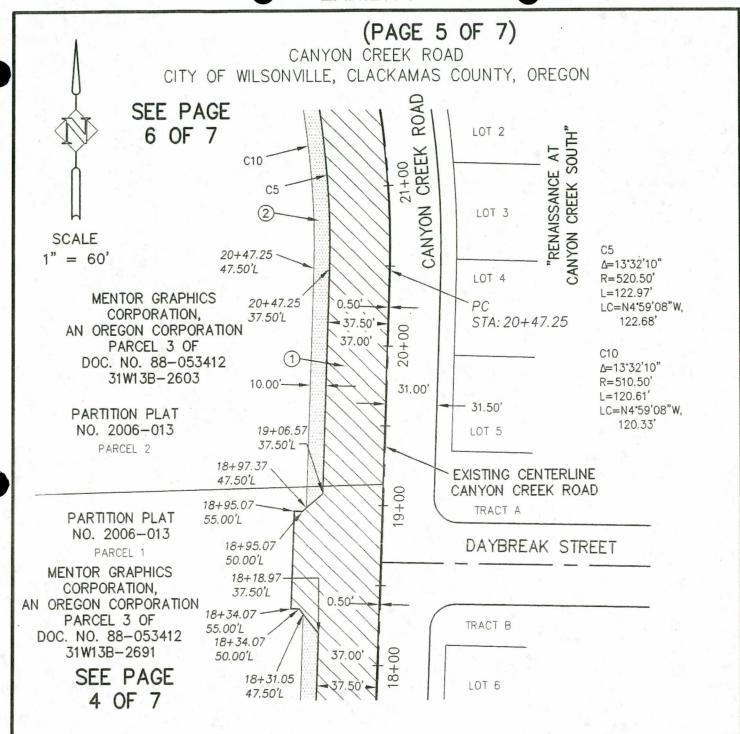


2 PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



Harper HPR Houf Peterson Righellis Inc.

ENGINEERS PLANNERS LANDSCAPE ARCHITECTS . SURVEYORS



LEGEND



RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.



2 PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



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(PAGE 6 OF 7) CANYON CREEK ROAD CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON SEE PAGE 0.50 "RENAISSANCE AT LOT 20 7 OF 7 37.50 CANYON CREEK NORTH" 37.00 24+00 (1) LOT 21 C6 · 10.00% CANYON CREEK ROAD SCALE C5 ∆=13°32'10" 1'' = 60'"BRIDLE TRAIL RANCHETTS" R=520.50' L=122.97' 23+00 LC=N4'59'08"W. 122.68 LOT 15 C6 PARTITION PLAT 31.00 ∆=43°13'14" NO. 2006-013 31.50 R=595.50' PARCEL 2 L=449.21' LC=N9°51'24"E, 438.64 EXISTING CENTERLINE C10 CANYON CREEK ROAD Δ=13'32'10" R=510.50' L=120.61 LOT 1 LC=N4°59'08"W, 21+79.08 120.33 47.50'L RENAISSANCE AT MENTOR GRAPHICS PRC CORPORATION. STA: 21+79.08 Δ=44°14'50" AN OREGON CORPORATION R=605,50' 21+79.08 PARCEL 3 OF L=467.61' 0.50' > LOT 2 37.50'L DOC. NO. 88-053412 ≥ 37.50° = LC=N10'22'13"E, 31W13B-2603 456.07 37.00 21+00 C10 LOT 3 SEE PAGE C5 5 OF 7

EGEND



RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.

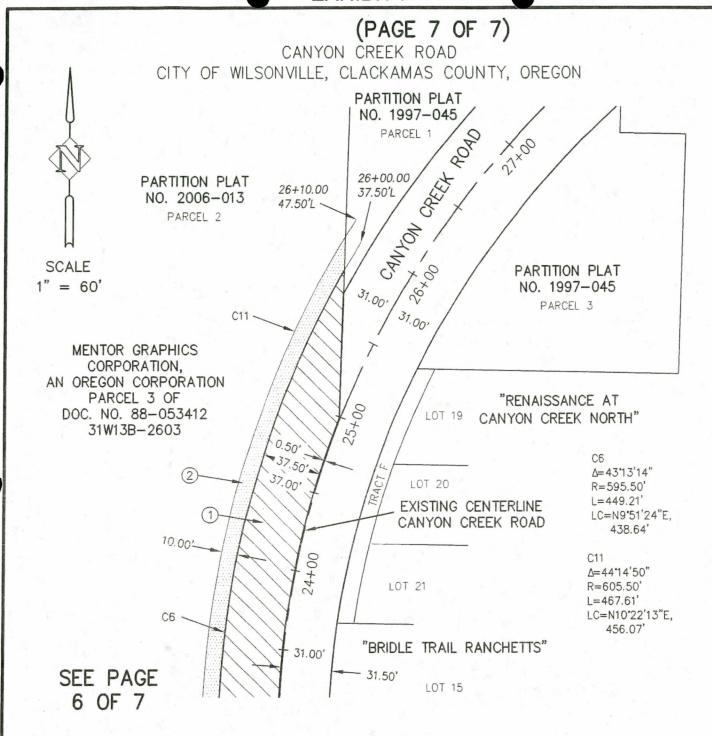


PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



Harper HHPR Houf Peterson Righellis Inc.

ENGINEERS * PLANNERS LANDSCAPE ARCHITECTS . SURVEYORS



LEGEND



RIGHT OF WAY DEDICATION ± 70,266 SQ.FT.



PUBLIC UTILITY EASEMENT ± 20,105 SQ.FT.



Harper HPR Houf Peterson Righellis Inc.

ENGINEERS PLANNERS LANDSCAPE ARCHITECTS · SURVEYORS



Canyon Creek Road Improvements

Preliminary Cost Estimate - City/Mentor Graphics Cost Sharing

Prepared by: Harper Houf Peterson Righellis, Inc.

Job No. WSV-09

March 18, 2014

ESTIMATED HARD CONSTRUCTION COSTS

| ITEM | DESCRIPTION | UNIT | CITY QUANTITY | CITY 10' QUANTITY | MENTOR QUANTITY | TOTAL QUANTITY | UNIT PRICE | CITY TOTAL | CITY 10' TOTAL | MENTOR TOTAL | GRAND TOTAL |
|------|--|-------|---------------|----------------------|--------------------|----------------|------------|------------|----------------|--------------|-------------|
| | Mobilization and Traffic Control | | | | | | | | | | |
| 1 | Mobilization (10%) | L.S. | 10% | 10% | 10% | 1 | N/A | \$170,000 | \$20,000 | \$70,000 | \$260,000 |
| 2 | Temporary Protec ion and Direction of Traffic (4%) | L.S. | 4% | 4% | 4% | 1 | N/A | \$70,000 | \$10,000 | \$30,000 | \$110,000 |
| 3 | Erosion Control | L.S. | 0.67 | 0 | 0.33 | 1 | \$15,000 | \$10,050 | \$0 | \$4,950 | \$15,000 |
| | Mobilization and Traffic Control Subtotal | 1 | | | | | | \$250,050 | \$30,000 | \$104,950 | \$385,000 |
| | Roadwork | | | | | | | | | | |
| 4 | Clearing and Grubbing | Acre | 1.90 | 0.63 | 0.77 | 3.3 | \$7,000 | \$13,286 | \$4,421 | \$5,392 | \$23,100 |
| 5 | Removal of Structures and Obstructions | L.S. | 0.90 | 0.00 | 0.10 | 1.0 | \$50,000 | \$45,000 | \$0 | \$5,000 | \$50,000 |
| 6 | Earthwork | C.Y. | 5,850 | 1,832 | 2,239 | 9,920.0 | \$24 | \$140,400 | \$43,956 | \$53,724 | \$238,080 |
| 7 | Subgrade Geotextile | S.Y. | 6,130 | 2,040 | 2,488 | 10,658 0 | \$2 | \$9,195 | \$3,060 | \$3,732 | \$15,9 |
| 8 | 12" Subgrade Stabalization | S.Y. | 431 | 144 | 175 | 750.0 | \$20 | \$8,627 | \$2,871 | \$3,502 | \$15,000 |
| | Roadwork Subtotal | .5 | 1 | 15 | | | | \$216,508 | \$54,309 | \$71,350 | \$342,167 |
| | Drainage and Sewers | | | | | | | | | | |
| 9 | Storm Line - 10" Diameter | L.F. | 70 | 40 | 104 | 214.0 | \$50 | \$3,500 | \$2,000 | \$5,200 | \$10,700 |
| 10 | Storm Line - 12" Diameter | L.F. | 527 | 0 | 225 | 752.0 | \$50 | \$26,350 | \$0 | \$11,250 | \$37,600 |
| 11 | 8" Sanitary Sewer | L.F. | 230 | 0 | 40 | 270.0 | \$60 | \$13,800 | \$0 | \$2,400 | \$16,200 |
| 12 | Beehive Inlet | Each | 10 | 0 | 6 | 16.0 | \$1,500 | \$15,000 | \$0 | \$9,000 | \$24,000 |
| 13 | Catch Basin - CG-30 | Each | 6 | 0 | 6 | 12.0 | \$1,800 | \$10,800 | \$0 | \$10,800 | \$21,600 |
| 14 | Catch Basin - CG-48 | Each | 4 | 0 | 0 | 4.0 | \$3,000 | \$12,000 | \$0 | \$0 | \$12,000 |
| 15 | Ditch Inlet | Each | 1 | 0 | 0 | 1.0 | \$2,000 | \$2,000 | \$0 | \$0 | \$2,000 |
| 16 | Standard 48" Storm Manhole | Each | 2 | 0 | 0 | 2.0 | \$3,500 | \$7,000 | \$0 | \$0 | \$7,000 |
| 17 | Flow Control Manhole | Each | 1 | 0 | 0 | 1.0 | \$7,000 | \$7,000 | \$0 | \$0 | \$7,000 |
| 18 | Storm Manhole Over Existing | Each | 1 | 0 | 0 | 1.0 | \$4,500 | \$4,500 | \$0 | \$0 | \$4,500 |
| 19 | Sanitary Manhole Over Existing | Each | 1 | 0 | 0 | 1.0 | \$7,000 | \$7,000 | \$0 | \$0 | \$7,000 |
| 20 | Connect to Existing | Each | 3 | 0 | 5 | 8.0 | \$500 | \$1,500 | \$0 | \$2,500 | \$4,000 |
| 21 | Sanitary Sewer Cleanout | Each | 0 | 0 | 2 | 2.0 | \$900 | \$0 | \$0 | \$1,800 | \$1,800 |
| 22 | Water Quality Facility (includes plants) | S.F. | 13.484 | 0 | 8,447 | 21,931 0 | \$10 | \$134,840 | \$0 | \$84,470 | \$219,310 |
| | Drainage and Sewer Subtotal | | 10,101 | | 0,111 | 21,0010 | 7.5 | \$245,290 | \$2,000 | \$127,420 | \$374,710 |
| | Base | | | | | | | | | | |
| 23 | Crushed Rock Base - 3/4" (AC Pavement) | C.Y. | 241 | 0 | 0 | 241 | \$40 | \$9,640 | \$0 | \$0 | \$9,9 |
| 24 | Crushed Rock Base - 3/4" (Concrete Pavement) | C.Y. | 59 | 116 | 99 | 274 | \$40 | \$2,360 | \$4,640 | \$3,960 | \$10,9 |
| 25 | Crushed Rock Base - 1 1/2" (AC Pavement) | C.Y. | 1,177 | 0 | 0 | 1,177 | \$40 | \$47,080 | \$0 | \$0 | \$47,080 |
| 26 | Crushed Rock Base - 1 1/2" (Concrete Pavement) | C.Y. | 231 | 455 | 391 | 1,077 | \$40 | \$9,240 | 18,200 | \$15,640 | \$43,080 |
| | Base Subtotal | 1 | | | | .,,,,,, | | \$68,320 | \$22,840 | \$19,600 | \$110,760 |
| | Wearing Surfaces | | | | | | | | | | |
| 27 | A.C. Pavement | Ton | 1,383 | 0 | 0 | 1,383 | \$85 | \$117,555 | \$0 | \$0 | \$117,555 |
| 28 | Concrete Pavement | S.Y. | 1,032 | 2,040 | 1,750 | 4,822 | \$70 | \$72,240 | \$142,800 | \$122,500 | \$337,540 |
| 29 | Concrete Curb and Gutter | L.F. | 2,326 | 0 | 1,907 | 4,233 | \$26 | \$60,476 | \$0 | \$49,582 | \$110,058 |
| 30 | Reverse Concrete Curb and Gutter | L.F. | 788 | 0 | 1,468 | 2 256 | \$26 | \$20,488 | \$0 | \$38,168 | \$58,656 |
| 31 | Median Curb - Mounted on Concrete | L.F. | 1,048 | 0 | 0 | 1.048 | \$30 | \$31,440 | \$0 | \$0 | \$31,440 |
| 32 | Concrete Curb Inlet | Each | 62 | 0 | 37 | 99 | \$100 | \$6,200 | \$0 | \$3,700 | \$9,900 |
| 33 | Concrete Sidewalk | S.F. | 12,653 | 0 | 10,359 | 23,012 | \$6 | \$75,918 | \$0 | \$62,154 | \$138,072 |
| 34 | Concrete Driveways | S.F. | 1,123 | 0 | 0 | 1,123 | \$8 | \$8,984 | \$0 | \$0 | \$8,984 |
| 35 | Driveway Improvements | Each | 3 | 0 | 0 | 3 | \$3,000 | \$9,000 | \$0 | \$0 | \$9,000 |
| 00 | Wearing Surface Subtotal | Lacii | - | 1 | 1 | - | ψυ,ουσ | \$402,301 | \$142,800 | \$276,104 | \$821,20 |



Canyon Creek Road Improvements

Preliminary Cost Estimate - City/Mentor Graphics Cost Sharing

Prepared by: Harper Houf Peterson Righellis, Inc.

Job No. WSV-09

March 18, 2014

ESTIMATED HARD CONSTRUCTION COSTS

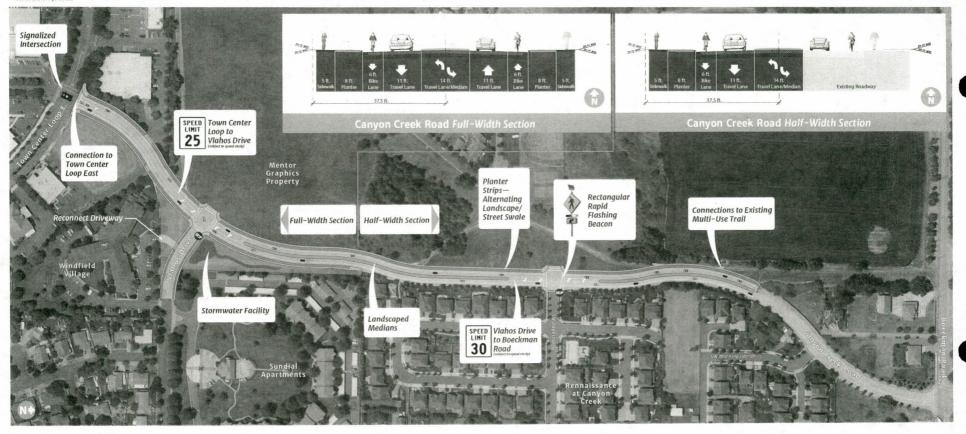
| ITEM | DESCRIPTION | UNIT | CITY QUANTITY | CITY 10' QUANTITY | MENTOR QUANTITY | TOTAL QUANTITY | UNIT PRICE | CITY TOTAL | CITY 10' TOTAL | MENTOR TOTAL | GRAND TOTAL |
|------|---|------|------------------|---|--------------------|-------------------|------------|-------------|----------------|--------------|--------------|
| | Permanent Traffic Control & Illumination | 7 | | | | | | | | 16 | 1-1-1-1 E.W. |
| 36 | Town Center Loop Signal | Each | 1 | 0 | 0 | 1 | \$225,000 | \$225,000 | \$0 | \$0 | \$225,000 |
| 37 | Signing and Striping | L.S. | 0.75 | 0.00 | 0.25 | 1 | \$65,000 | \$48,750 | \$0 | \$16,250 | \$65,000 |
| 38 | Interconnect | L.S. | 1.00 | 0.00 | 0 | 1 | \$110,780 | \$110,780 | \$0 | \$0 | \$110,780 |
| 39 | RRFB Beacon | L.S. | 1.00 | 0.00 | 0 | 1 | \$30,000 | \$30,000 | \$0 | \$0 | \$30,000 |
| 40 | Lighting | L.S. | 0.75 | 0.00 | 0.25 | 1 | \$110,000 | \$82,500 | \$0 | \$27,500 | \$110,000 |
| | Traffic Control / Illumination Subtotal | 53. | | | | (3) U = | | \$497,030 | \$0 | \$43,750 | \$540,780 |
| | Right of Way Development and Control | | | | | | | | | | |
| 41 | Landscaping and Irrigation | S.F. | 23,056 | 0 | 11,373 | 34,429 | \$7 | \$161,392 | \$0 | \$79,611 | \$241,003 |
| 42 | Permanent Seeding | S.F. | 25,936 | 0 | 19,164 | 45,100 | \$0.08 | \$2,075 | \$0 | \$1,533 | \$3, |
| 43 | Street Trees | Each | 130 | 0 | 90 | 220 | \$300.00 | \$39,000 | \$0 | \$27,000 | \$66,000 |
| | ROW Development and Control | | | es el como de la como | - 32 | | | \$202,467 | \$0 | \$108,144 | \$310,611 |
| | Water Supply System | | | | | | | | | | |
| 44 | 8" Water Line, Complete | L.F. | 18 | 0 | 100 | 118 | \$40 | \$720 | \$0 | \$4,000 | \$4,720 |
| 45 | 12" Water Line, Complete | L.F. | 765 | 0 | 0 | 765 | \$60.00 | \$45,900 | \$0 | \$0 | \$45,900 |
| 46 | 8" Gate Valve | Each | 1 | 0 | 2 | 3 | \$900.00 | \$900 | \$0 | \$1,800 | \$2,700 |
| 47 | 12" Butterfly Valve | Each | 2 | 0 | 0 | 2 | \$1,200.00 | \$2,400 | \$0 | \$0 | \$2,400 |
| 48 | Fire Hydrant Assembly | Each | 2 | 0 | 2 | 4 | \$6,000.00 | \$12,000 | \$0 | \$12,000 | \$24,000 |
| 49 | Connect to Existing 12" Water (wet tap) | Each | 1 | 0 | 0 | 1 | \$5,000.00 | \$5,000 | \$0 | \$0 | \$5,000 |
| | Water Supply System | | | | 7 + | | N 19 | \$66,920 | \$0 | \$17,800 | \$84,720 |
| | | | | | | Total Hard Cost | ts . | \$1,948,886 | \$251,949 | \$769,118 | \$2,969,953 |
| | | | | | | 30 percent Con | tingency | \$584,666 | \$75,585 | \$230,735 | \$890,986 |
| | | | | | | Hard Costs + C | | \$2,533,552 | \$327,533 | \$999,854 | \$3,860,939 |
| | Soft Costs | | | | | | | | | | |
| | HHPR Design and Construction Oversight | | | 1 | | | | \$400,992 | 70 | \$70,586 | \$471,578 |
| | City Overhead - Community Development 10% | | | | | | | \$293,454 | | \$139,797 | \$433,252 |
| | City Overhead - Finance 2% | | | | | | 14 4 | \$58,691 | | \$27,959 | \$86,650 |
| | | | | | | Total Soft Cost | S | \$753,138 | | \$238,343 | \$991,480 |
| | | | | | | Total Hard an | 10-40 | \$3,286,690 | \$327,533 | \$1,238,196 | \$4,852,4 |

City Obligation: \$3,614,223 Mentor Graphics

\$1,238,196

Harper Houf Peterson Righellis Inc.

CROSS SECTION AND ALIGNMENT CANYON CREEK ROAD EXTENSION PROJECT



After recording, return to: City of Wilsonville Attn: City Recorder 29799 SW Town Center Loop E. Wilsonville OR 97070

Return tax statements to: No change

STREET DEDICATION

KNOW ALL BY THESE PRESENTS, that _ hereinafter referred to as "Grantor," as legal owner of that certain real property legally described below ("Property"), does hereby dedicate, grant, transfer, and convey to the City of Wilsonville, a municipal corporation of the State of Oregon, and its assigns, hereinafter referred to as "Grantee," for the use of the public as public way, street, and road ("Street Dedication"), forever, running with the land, certain real property legally described as follows, to-wit: See Exhibit A, Legal Description, and Exhibit B, Locational Map, attached hereto, and incorporated by reference as if fully set forth herein. TO HAVE AND TO HOLD the above-described Street Dedication unto Grantee for the public uses and purposes hereinabove mentioned; provided, however, in the event said Property is not used or ceases to be used for public purpose, the Street Dedication may be vacated. The true and actual consideration paid for the transfer, stated in terms of dollars, is \$_ [However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration, including development approval by Grantee pursuant This Street Dedication shall be subject to and construed pursuant to the laws of the State of Oregon, and venue shall be in the County of Clackamas. No modifications may be made to this Dedication, except in writing, signed by both parties. 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.**

| of, 20 | ecuted this Street Dedication this _ | day |
|--|--------------------------------------|--------|
| | | |
| GRANTOR: | | |
| (Name of Corporation/Entity) | | |
| | | |
| By: | | |
| Print Name: | | |
| As Its: | | |
| | | |
| STATE OF OREGON) | | |
| County of) ss. | | |
| This instrument was acknowledged before | me on | , 20, |
| by, as | | of |
| • | | |
| | | |
| | Notary Public – State of Oregon | |
| GRANTEE: | | |
| ACCEPTED on behalf of the City of Wilsonville, O | regon | |
| this day of, 20 | regon . | |
| | | |
| | | |
| Bryan Cosgrove, City Manager | | |
| | | |
| Street Dedication [Project Name] | | Page 2 |

|) ss. | | | |
|---|---------------|-------------------|---------------------|
| County of) | | | |
| This instrument was acknowledged bef by Bryan Cosgrove, as the City Manager of the C | | | , 20 |
| | | | |
| | Notary Public | - State of Oregon | |
| | | | |
| APPROVED AS TO FORM: | | | |
| | | | |
| Barbara A. Jacobson, Assistant City Attorney City of Wilsonville, Oregon | | | |
| APPROVED AS TO LEGAL DESCRIPTION: | | | |
| AFFROVED AS TO LEGAL DESCRIPTION. | | | |
| Nancy J.T. Kraushaar, P.E., City Engineer | | | |
| City of Wilsonville, Oregon | | | |
| | | | |
| | | formles | smt\street dedicati |

Page 3

After recording, return to: City of Wilsonville Attn: City Recorder 29799 SW Town Center Loop E Wilsonville OR 97070

PUBLIC UTILITY EASEMENT

| KNOW ALL BY THESE PRESENTS, that [bold], |
|--|
| an Oregon corporation [or insert state/entity type (i.e., a Washington limited liability company)] |
| (hereinafter referred to as "Grantor"), as legal owner of that certain real property legally |
| described below ("Property"), for the consideration hereinafter stated, does hereby grant and |
| convey unto the City of Wilsonville, a municipal corporation of the State of Oregon (hereinafter |
| referred to as "Grantee"), a permanent right-of-way and public utility easement ("PUE") in, |
| under, across, and along the full width and length of that certain land owned by Grantor and |
| legally described as follows, to-wit: |

See Exhibit A, Legal Description, and Exhibit B, Locational Map, attached hereto and incorporated by reference as if fully set forth herein (the "Easement Area").

The true and actual consideration paid for this PUE, stated in terms of dollars, is zero dollars but *[or insert dollar value and insert but or and]* consists of or includes other property or value given or promised, which is agreed to be the whole and adequate consideration.

TO HAVE AND TO HOLD the above-described PUE, to run with the land, unto said Grantee for the benefit of public use in accordance with the conditions and covenants as follows:

1. Use. This PUE is for the benefit of Grantee and the public in order to allow the installation of utilities, as described below, in order to serve future developments. The Grantee, through its officers, employees, agents, or contractors shall have the right to enter upon the Easement Area in such a manner and at such times from this date as may be reasonably necessary for the purpose of installing, constructing, building, patrolling, replacing, allowing, and maintaining thereon public utilities (collectively, "Improvements") along the Easement Area for the conveyance of power, electric, natural gas, telephone, or cable, including such renewals, repairs, replacements, and removals as may be from time to time required. This PUE shall be perpetual for so long as Grantee shall operate, or cause or enable to be operated, Improvements for said purposes as herein provided. No building or structure shall be constructed over the Easement Area, except as reasonably approved in writing by Grantee, but Grantor shall otherwise have use of the land contained within the Easement Area.

| ublic Utility Ea | asement — | | [Project | Namej |
|------------------|-----------|--|----------|-------|
|------------------|-----------|--|----------|-------|

- 2. **Termination**. In the event Grantee determines this PUE shall no longer serve a public purpose, Grantee may terminate this PUE by recording a Termination of Easement with the Clackamas County [or Washington County] Recorder.
- 3. **Legal Effect and Assignment.** This PUE shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 4. **Restoration.** Grantee shall require any party who installs, maintains, or repairs Improvements within the Easement Area to promptly restore the Easement Area to good clean condition so that the Grantor and its successors and/or assigns shall have the free and unobstructed use thereof, subject to rights of Grantee and the public herein provided. Grantee shall have no obligation, however, to restore any building or structure placed within the Easement Area in violation of **Paragraph 1**.
- 5. 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 PUE or to interpret or enforce any rights or obligations hereunder, the prevailing party shall 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. If Grantee is required to seek legal assistance to enforce any term of this PUE, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.
- 6. **Jurisdiction**. This PUE will be governed in accordance with the laws of the State of Oregon. Venue for any suit, action, or proceeding of any nature to enforce any term of this Easement will be in Clackamas County [or Washington County] Circuit Court.
- 7. **Nonwaiver**. Any failure to enforce any provision of this PUE will not be deemed a waiver of the right to enforce that provision or any other provision of this PUE.
- 8. Severability. If any provision of this PUE is found to be void or unenforceable, it is the intent of the parties that the rest of the PUE shall remain in full force and effect, to the greatest extent allowed by law.
- 9. **Modifications.** This PUE may not be modified unless signed by Grantor and Grantee and the modification is recorded.
- 10. Runs with the Land. This PUE and the rights and obligations contained herein shall be perpetual as long as any public utility is contained therein and shall run with the land.
 - 11. Time of the Essence. Time is of the essence in performance of this PUE.

| | b bind said party to the terms of this PU | L. | |
|---------------------------------|---|----------------------|---------|
| IN WITNESS WHERE | OF, the undersigned have executed 0 | this PUE this | _ day o |
| | | | |
| GRANTOR: | | | |
| [Insert Name of Corporation/Ent | ity] | | |
| Ву: | | | |
| Print Name: | | | |
| As Its: | | | |
| | | | |
| STATE OF OREGON |) | | |
| County of |) ss.) | | |
| | | | 20 |
| | was acknowledged before me on | | |
| | , as | | 0 |
| | | | |
| | Notary Publ | ic – State of Oregon | K |
| | | | |
| | | | |
| | | | |
| CDANTEF. | | | |
| GRANTEE: | | | |
| | f the City of Wilsonville, Oregon this _ | day of | , 20 |

| STATE OF OREGON) | | |
|--|---------------------------------|----------------------|
| County of Clackamas) ss. | | |
| This instrument was acknowledged before by Bryan Cosgrove, as the City Manager of the Ci | | |
| APPROVED AS TO FORM: | Notary Public – State of Oregon | |
| Barbara A. Jacobson, Assistant City Attorney | | |
| APPROVED AS TO LEGAL DESCRIPTION: | | |
| | | |
| Nancy J.T. Kraushaar, P.E., City Engineer | n:\legal\form | n\esmt\pub util esmt |
| | | |

After recording, return to: City of Wilsonville Attn: City Recorder 29799 SW Town Center Loop East Wilsonville Oregon 97070

TEMPORARY CONSTRUCTION EASEMENT

| KNOW ALL BY THESE PRESENTS, that, |
|--|
| an Oregon corporation (or insert state/entity type, i.e. a Washington limited liability company), hereinafter referred to as "Grantor," as legal owner of that certain real property legally described below ("Property"), for the consideration hereinafter stated, does hereby grant and convey unto the City of Wilsonville, a municipal corporation of the State of Oregon, hereinafter referred to as "Grantee," a permanent utility easement ("Easement") in, under, across and along the full width and length of that certain land owned by Grantor and legally described as follows, to-wit: |
| See Exhibit A, Legal Description, and Exhibit B, Locational Map, attached hereto and incorporated by reference as if fully set forth herein ("Easement Area"). |
| This Easement shall be effective for () years from beginning of construction of the public improvements, and shall under any circumstances be extinguished and expire on,, 20 |
| The true and actual consideration paid for this transfer, stated in terms of dollars, is (insert zero dollars) or (insert dollar value) (insert but or and) consists of or includes other property or value given or promised, which is agreed to be the whole and adequate consideration. |
| TO HAVE AND TO HOLD the above-described Easement unto said Grantee in accordance with the conditions and covenants as follows: |
| 1. Use. This Easement shall include the right, privilege, and authority to Grantee to excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace, and remove public utilities including power, electric, natural gas, telephone or cable, with all appurtenances incident thereto or necessary therewith, for the purpose of conveying public utilities in, under, across and along the said Easement Area, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said public utilities or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described Easement Area at any and all times for doing |
| Temporary Construction Easement — [Project Name] Page 1 |

EXHIBIT K

anything necessary, useful, or convenient for the enjoyment of the Easement hereby granted. No building or structure shall be constructed over the Easement Area.

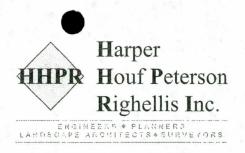
- 2. **Restoration.** Grantee, upon the initial installation, and upon each and every occasion that the same be occupied for inspection, repaired, replaced, renewed, added to, or removed, shall restore the Easement Area and any improvements disturbed by Grantee, if any, to good condition. Grantee shall have no obligation, however, to restore any building or structure placed within the Easement Area in violation of **Paragraph 1**.
- 3. **Relocation.** Grantor may, at its option and expense, relocate the Easement Area, and associated public appurtenances and utilities, provided such relocation is accepted by Grantee, in writing, as complying with applicable codes and standards, land use laws, and regulations.
- 4. **Termination.** In the event Grantee determines this Easement shall no longer serve a public purpose, Grantee may terminate this Easement by recording a Termination of Easement with the Clackamas (or Washington) County Recorder.
- 5. **Legal Effect and Assignment.** This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 6. 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 Easement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall 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. If Grantee is required to seek legal assistance to enforce any term of this Easement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.
- 7. **Jurisdiction.** This Easement will be governed in accordance with the laws of the State of Oregon. Venue for any suit, action, or proceeding of any nature to enforce any term of this Easement will be in Clackamas (or Washington) County Circuit Court.
- 8. **Nonwaiver**. Any failure to enforce any provision of this Easement will not be deemed a waiver of the right to enforce that provision or any other provision of this Easement.
- 9. **Severability.** If any provision of this Easement is found to be void or unenforceable, it is the intent of the parties that the rest of the Easement shall remain in full force and effect, to the greatest extent allowed by law.

| 10. | Modification. This Easement may not be modified unless signed by | by Granton and |
|---|--|------------------|
| | e modification is recorded. | by Grantor and |
| 11. | Time of the Essence. Time is of the essence in performance of this | Easement. |
| 12. the Deed Reco | Recording. The fully executed original of this Easement shall be directly of Clackamas (or Washington) County. | uly recorded in |
| | Authority. The individuals executing this Easement on behalf of ent and warrant to the other that he/she has the full power and authorizantor and Grantee and to bind said party to the terms of this Easement of the terms of the Easement of | rity to do so on |
| IN WITNESS | WHEREOF, the undersigned have executed this Easement, this | day of |
| *************************************** | , 20 | |
| GRANTOR: | | |
| [Insert Name of Co | rporation/Entity] | |
| By: | | |
| Print Name: | | |
| As Its: | | |
| | | |
| STATE OF O | REGON) ss. | |
| County of |) ss.) | |
| | astrument was acknowledged before me on | , 20, |
| This in | | |

| * | | | | - |
|---|---|---|---|---|
| | 2 | O | 0 | - |

Notary Public – State of Oregon

| GRANTEE: | | | | |
|--------------------------------------|----------------------------|---------------|-----------------|---------------------------------|
| ACCEPTED on behalf of | the City of Wilsonville, G | Oregon this _ | day of | , 20 |
| Bryan Cosgrove, City Ma | nager | | | |
| STATE OF OREGON County of Clackamas |)) ss.) | | | |
| | was acknowledged befor | e me on | | , 20 |
| by Bryan Cosgrove, as the | | | | , 20 |
| by Bryan Cosgrove, as the | . City Manager of the Cit | y or whisonvi | iic. | |
| | | | | |
| | | Notary Publ | ic – State of O | regon |
| | | | | |
| APPROVED AS TO FOR | RM: | | | |
| | | | | |
| | | | | |
| Barbara A. Jacobson, Ass | istant City Attorney | | | |
| | | | | |
| APPROVED AS TO LEC | BAL DESCRIPTION: | | | |
| | | | | |
| | | | | |
| Nancy J. T. Kraushaar, P. | E., City Engineer | | | |
| | | | | |
| | | | | |
| | | | n:Al | egal\form\esint\temp constr esm |
| | | | | |
| | | | | |



LEGAL DESCRIPTION 15.00 Foot Stormwater Easement Canyon Creek Road City of Wilsonville, Oregon

(15.00 FOOT STORMWATER EASEMENT)

A parcel of land situated in the Northwest one-quarter of Section 13 in Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon and being a portion of Parcel 3 of that property described and conveyed to Mentor Graphics Corporation, an Oregon Corporation, in Statutory Warranty Deed recorded December 22, 1988 as Document No. 88-053412, Clackamas County Deed Records, said parcel also being a portion of Parcel 1 of Partition Plat No. 2006-013, Clackamas County Survey Records, being more particularly described as follows:

Beginning at a point 46.36 feet left of Proposed Canyon Creek Road Centerline Station 19+10.67, said point being located on the southerly line of Parcel 2 of said Partition Plat No. 2006-013;

Thence leaving said southerly line southerly, in a straight line, to a point 45.59 feet left of Proposed Centerline Station 18+99.13;

Thence southwesterly, in a straight line, to a point 50.00 feet left of Proposed Centerline Station 18+95.07:

Thence westerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+95.07;

Thence southerly, in a straight line, to a point 55.00 feet left of Proposed Centerline Station 18+75.17;

Thence westerly, in a straight line, to a point 59.01 feet left of Proposed Centerline Station 18+74.91;

Thence northerly, in a straight line, to a point 61.33 feet left of Proposed Centerline Station 19+09.82, said point being located on the said southerly line of Parcel 2 of Partition Plat No. 2006-013;

Thence easterly, along said southerly line, to the Point of Beginning;

The parcel of land to which this description applies contains 312 square feet, more or less.

The stationing used to describe this parcel is based on the Proposed Centerline of Canyon Creek Road, being more particularly described as follows:

Beginning at Proposed Canyon Creek Road Centerline Station 0+00.00, said point bears S64°01'45"E, 823.84 feet, from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145, said point also being the intersection of the existing centerline of Town Center Loop East with the existing centerline of Vlahos Drive as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence N24°34'18"E, along the existing centerline of Vlahos Drive,114.15 feet to Proposed Centerline Station 1+14.15 and the beginning of a 400.00 foot radius curve to the right, having a central angle of 36°27'21";

Thence northeasterly along the existing centerline of Vlahos Drive and the arc of said curve to the right (the long chord bears N42°47'59"E, 250.24 feet) 254.51feet to Proposed Centerline Station 3+68.66 and the beginning of a 630.00 foot radius reverse curve to the left, having a central angle of 59°14'42";

Thence leaving the existing centerline of Vlahos Drive northeasterly along the arc of said reverse curve to the left (the long chord of which bears N31°24'18"E, 622.80 feet) 651.43 feet to Proposed Centerline Station 10+20.09;

Thence N01°46'57"E, 74.12 feet to Proposed Centerline Station 10+94.21 and the beginning of a 558.00 foot radius curve to the right, having a central angle of 11°26'11";

Thence northeasterly along the arc of said curve to the right (the long chord of which bears N07°30'03"E, 111.19 feet) 111.38 feet to a point on curve at Proposed Centerline Station 12+05.59, also being a point on the existing centerline of Canyon Creek Road as shown on Survey Number 2014-024, Clackamas County Survey Records;

Thence continuing northeasterly along the existing centerline of Canyon Creek Road and the arc of a 558.00 foot radius curve to the right, having a central angle of 6°35'29"



(the long chord of which bears N16°30′53″E, 64.16 feet) 64.19 feet to Proposed Centerline Station 12+69.78 and the beginning of a 558.00 foot radius reverse curve to the left, having a central angle of 18°01′40″;

Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the left (the long chord of which bears N10°47'47"E, 174.85 feet) 175.57 feet to Proposed Centerline Station 14+45.35;

Thence N01°46'57"E, along the existing centerline of Canyon Creek Road, 601.90 feet to Proposed Centerline Station 20+47.25 and the beginning of a 558.00 foot radius curve to the left, having a central angle of 13°32'10";

Thence northwesterly along the existing centerline of Canyon Creek Road and the arc of said curve to the left (the long chord of which bears N04°59'08"W, 131.52 feet) 131.83 feet to Proposed Centerline Station 21+79.08 and the beginning of a 558.00 foot radius reverse curve to the right, having a central angle of 63°19'29";

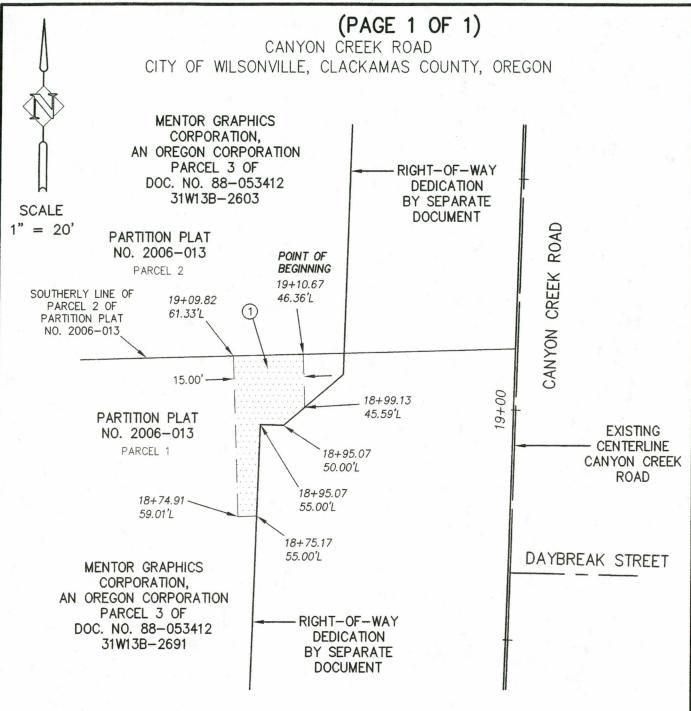
Thence northeasterly along the existing centerline of Canyon Creek Road and the arc of said reverse curve to the right (the long chord of which bears N19°54'32"E, 585.80 feet) 616.72 feet to Proposed Centerline Station 27+95.80 and the Point of Termination, said point bears N35°47'58"E, 2662.19 feet from a found 3-inch brass disk in a monument box at the west one-quarter corner of said Section 13 per U.S.B.T. Entry 2009-145 as shown on said Survey Number 2014-024;

This centerline stationing and basis of bearings of this legal description is the same as that shown on Survey Number 2014-024, Clackamas County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON/ JULY 15, 2003 JOHN T. CAMPBELL 60070 LS

EXPIRES: 12-31-15



LEGEND





Harper HHPR Houf Peterson Righellis Inc.

ENGINEERS * PLANNERS LANDSCAPE ARCHITECTS . SURVEYORS