

PURCHASE AND SALE AGREEMENT FOR LOT 1, TAX LOT 2-2E-29-02800

1 This PURCHASE AND SALE AGREEMENT (this "Agreement") is accepted, made and entered into on
2 the later of the two dates shown beneath the parties' signatures on the signature page attached hereto (the
3 "Execution Date"), but shall be no later than thirty (30) days from date of Urban Renewal Agency of Oregon City
4 consent:

5
6 BETWEEN: Urban Renewal Agency of Oregon City ("Seller")

7 Address: 625 Center Street Oregon City, OR 97045

8 Office Phone: 503.657.0891

9 E-Mail: tkonkol@orccity.org

10
11 AND: The Cove, LLC or assigns ("Buyer")

12 Address: 888 SW 5th Ave, Ste 1600, Portland, OR 97204

13 Office Phone: 503.802.2043

14 E-Mail: mooneyjd@shaw.ca, colkehoe@icloud.com

15
16 1. Purchase and Sale.

17
18 1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and
19 Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:"
20 (a) the real property and all improvements thereon generally described or located at Lot 1 of the Clackamette Cove,
21 recorded as Plat 4289, tax lot 2-2E-29-02800 in the City of **Oregon City**, County of **Clackamas** Oregon legally
22 described on Exhibit A, attached hereto (the "Real Estate") including all of Seller's right, title and interest in and to all
23 fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in
24 and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property
25 located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property").
26 If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred
27 to as the "Tenancies" and the occupants thereunder are referred to as "Tenants."

28
29 1.2 Purchase Price. The purchase price for the Property shall be **Ten and 00/100 dollars (\$10.00)** (the
30 "Purchase Price"). The Purchase Price shall be payable as follows:

31
32
33 1.2.1 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by
34 ☒ cash or other immediately available funds.

35
36 2. Conditions to Purchase.

37
38 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

39 ☐ None;

40 ☒ A 100' easement shall be granted in location established in the Lot 1 – Easement Area Map and
41 pursuant to the terms of the Habitat Restoration Easement dated December 19, 2018, attached
42 hereto as Exhibit C upon the closing of the purchase and sale of the Real Estate.

43 ☐ Other:
44
45

{SSBLS Main Documents/8809/001/00647568-2 }

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)

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The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

3. Closing of Sale.

3.1 Buyer and Seller agree the sale of the Property shall be consummated, on or before **thirty (30) days following Urban Renewal Agency of Oregon City consent**. The sale of the Property shall be deemed closed when the conditions in 2.1 are satisfied and the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

3.2 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☐ statutory warranty deed or ☒ Bargain and Sale Deed (the "Deed") in the form of attached Exhibit D.

4. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any) existing as of the Closing Date, to Buyer ☒ on the Closing Date or ☐ ____.

5. Condition of Property. Seller represents that it is not a foreign person as defined in Internal Revenue Code Section 1445 and shall provide a certificate to that effect to Buyer at Closing. Seller represents that Seller has received no written notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and Buyer shall bear such risk at and after Closing. Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date.

6. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has satisfied or waived the conditions to Buyer's obligation to purchase the Property, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c) any service contracts or other agreements affecting the Property that are not terminable at the Closing.

7. Arbitration. **IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:**

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF PORTLAND ("**ASP**"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE Portland MSA GEOGRAPHIC AREA (**IF BLANK IS NOT COMPLETED, PORTLAND METROPOLITAN AREA**). ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION

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AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

Initials of Buyer

Initials of Seller

8. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

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

10. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

11. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following delivery of the

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notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed delivered on the next following business day.

12. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

13. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Oregon.

14. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

- ☒ Exhibit A – Legal Description of Property
- ☒ Exhibit B – Lot 1 of Clackamette Cove Recorded Plat 4289
- ☒ Exhibit C – Lot 1 –Habitat Restoration Easement Document and Easement Area Map
- ☒ Exhibit D – Lot 1 – Deed

15. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies that:

15.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

15.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

Buyer Signature: _____ **Date:** _____

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188 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR
189 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING.
190 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,
191 INSERTION MARKS, OR ADDENDA.

192
193 Buyer The Cove, LLC or assigns
194 By _____
195 Title _____
196 Date _____

197
198 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in
199 this Agreement.

200
201 Seller Urban Renewal Agency of City of Oregon City
202 By _____
203 Title _____
204 Date _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lot 1 of the Clackamette Cove, recorded in Clackamas County plat records as Plat 4289, dated December 15, 2009 and recorded as Plat 2009-86084.

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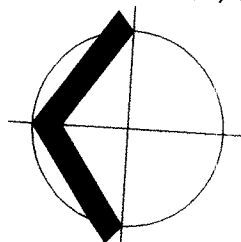
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SHEET INDEX:

SHEET 1: OVERALL PROPERTY, MONUMENT TABLE, CURVE TABLE & LEGEND.
 SHEET 2: LOT 2, PARTIAL LOT 3, TRACT A, PARTIAL TRACTS B & C, CURVE TABLE & LEGEND.
 SHEET 3: LOT 1, PARTIAL TRACT B, CURVE TABLE, NARRATIVE, NOTES AND RESTRICTIONS & LEGEND.
 SHEET 4: PARTIAL LOT 3, LOTS 4, 5, 6, PARTIAL TRACTS B & C, CURVE TABLE, DETAIL "A" & LEGEND.
 SHEET 5: LOT 7, PARTIAL TRACTS B & C, TRACTS D & E, CURVE TABLE, & LEGEND.
 SHEET 6: SURVEYOR'S CERTIFICATE, DECLARATION, ACKNOWLEDGEMENT, CITY APPROVALS, COUNTY APPROVALS, POST MONUMENTATION NOTE & CONSENT AFFIDAVIT

PREPARED FOR:

PACIFIC PROPERTY SEARCH, LLC



SCALE: 1"=200'



LEGEND:

- - DENOTES 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." SET DURING REMAINING MONUMENTATION ON
- - DENOTES 5/8" X 30" IR W/YPC MARKED "CARDNO WRG, INC." IN MONUMENT BOX. SET DURING REMAINING MONUMENTATION ON
- - DENOTES FOUND MONUMENT AS NOTED IN MONUMENT TABLE
- ⊗ - DENOTES FOUND 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- ⊕ - DENOTES FOUND 30mm (1-5/32") BERNTSEN BP2 BRASS PLUG MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- ✕ - MONUMENT NOT SET
- W/YPC - DENOTES WITH YELLOW PLASTIC CAP
- IR - DENOTES IRON ROD
- ST - DENOTES STREET
- SN - DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS

MONUMENT TABLE:

- 101 5/8" IR W/YPC "K.W. COX ASSOC. INC.", AS DEPICTED ON PS 21,873, HELD
 102 5/8" IR W/ALUM CAP "LS 1647", AS DEPICTED ON PS 21,873, HELD
 104 R.R. SPIKE CENTERLINE OF MAIN STREET, W/PUNCH, SET PER PS 21,873
 105 5/8" IR W/ALUM CAP "LS 1647" W/PUNCH, AS DEPICTED ON PS 21,873, HELD FOR INTERSECTION
 108 1/2" IR NO CAP, SHOWN AS A STONE WITH "L" AS DEPICTED ON PS 19,334
 109 3-1/4" BRONZE DISK IN 7.5" STEEL PIPE, AS DEPICTED ON USBT 1999-049
 114 5/8" IR W/ALUMINUM CAP "OREGON STATE HIGHWAY DEPARTMENT", WITH PUNCH, 0.18" W
 115 1" IP, DOWN 0.4", AS DEPICTED ON PS 21,873, N70°59'55"W 0.32'
 116 5/8" IR W/YPC, "K.W. COX ASSOC. INC.", DOWN 1.0", AS DEPICTED ON PS 21,873, HELD
 124 5/8" IR, NO CAP, DOWN 0.5", AS DEPICTED ON PS 25,785, HELD
 125 5/8" IR, W/YPC "WCI" LS 1841, DOWN 0.2", AS DEPICTED ON PS 25,785, HELD
 126 5/8" IR, W/YPC NOT LEGIBLE, PER PS 22,280, DOWN 0.3', HELD
 127 5/8" IR, W/YPC "WCI" LS 1841, DOWN 0.3', PER PS 25,785, HELD FOR EAST RIGHT OF WAY LINE OF THE PORTLAND TRACTION COMPANY.
 129 1/2" BOLT, DOWN 0.2", ORIGIN UNKNOWN, (FIELD TIED 1/2" BOLT ON 08/09/2008, N24°03'10"E 0.11'), MONUMENT 181 APPEARS TO HAVE BEEN SET IN LIEU OF SAID MONUMENT 129
 130 5/8" IR NO CAP, AS DEPICTED ON 5B-3-15, HELD FOR HIGHWAY 99, 2.65' S OF INTERSECTION WITH MAIN STREET
 131 5/8" IR NO CAP BENT, TIED STRAIGHT, DOWN 0.2', AS DEPICTED ON PS 25,785, HELD FOR LINE
 132 1" IP TOP BROKEN OFF, S83°53'02"E 38.01' FROM POINT 181, PS 7910
 133 5/8" IR NO CAP, DOWN 1.7", AS DEPICTED ON PS 25,735, HELD
 134 5/8" IR NO CAP, BENT, TIED STRAIGHT, DOWN 0.1', AS DEPICTED ON PS 25,785, HELD
 135 5/8" IR NO CAP, W/YPC "WCI" LS 1841, AS DEPICTED ON PS 25,785
 136 5/8" IR W/YPC NOT LEGIBLE, DOWN 0.4", AS DEPICTED ON PS 22,280
 137 1" PLASTIC CAP WITH MAGNET, ORIGIN UNKNOWN, BROKEN LATH IN HOLE
 138 5/8" IR NO CAP, DOWN 0.6", SET PER SN 21687, HELD FOR LINE
 140 5/8" IR W/ALUM CAP 0.5", ORIGIN UNKNOWN
 145 5/8" IR W/ALUM CAP "OREGON STATE HIGHWAY DEPARTMENT", WITH PUNCH, PER 1A-20-7
 163 5/8" IR NO CAP, TOP BENT SW, AS DEPICTED ON 1A-20-7, STA 673+72.55 3.0' OFFSET
 164 5/8" IR NO CAP, AS DEPICTED ON 1A-20-7, STA 675+18.86 3.0' OFFSET
 165 5/8" IR NO CAP, BENT SOUTHWESTERLY, TIED STRAIGHT, DOWN 0.3', PER 1A-20-7, STA 682+68.86 3.0' OFFSET
 166 5/8" IR NO CAP, DOWN 0.5", AS DEPICTED ON 1A-20-7, 3.0' S28°29'14"E 3.36' FROM STA 684+74.57
 167 5/8" IR NO CAP, DOWN 0.45, BENT SW, AS DEPICTED ON 1A-20-7, N18°21'18"W 4.18' FROM STA 694+74.57
 168 BRASS CAP IN CONCRETE IN MONUMENT BOX, AS DEPICTED ON 1A-20-7, STA 33+43.56 (MCLOUGHLIN), HELD
 169 5/8" IR IN MON BOX IN MON BOX ON HIGHWAY 99, P.S.C. 62+59.7 (5B-3-15)
 176 1/2" IP WITH TACK, DOWN 2.3', AS DEPICTED ON PS 6977, N66°13'54"W 0.31'
 177 5/8" IR W/YPC, "COMPASS ENGINEERING", AS DEPICTED ON SN 2008-317, HELD
 178 5/8" IR W/YPC, "COMPASS ENGINEERING", AS DEPICTED ON SN 2008-317, HELD
 179 5/8" IR W/YPC, "COMPASS ENGINEERING", AS DEPICTED ON SN 2008-317, HELD
 180 1-1/2" ALUM CAP WITH PUNCH, "COMPASS ENG.", AS DEPICTED ON SN 2008-317, HELD
 181 1" BRASS PLUG, "COMPASS ENG.", AS DEPICTED ON SN 2008-317, HELD
 182 5/8" IR W/YPC, "COMPASS ENGINEERING", AS DEPICTED ON SN 2008-317, HELD
 184 5/8" IR W/YPC, "BLAIR LS 1981", PER PS 19,334, HELD
 185 5/8" IR W/YPC, "COMPASS ENGINEERING", AS DEPICTED ON SN 2008-317, HELD
 299 1/2" IR DOWN 2.0' UNDER GRAVEL AND DEBRIS FROM PREVIOUS HIGH WATER OCCURRENCES, APPEARS TO HAVE BEEN SET IN PS 2,857, HELD FOR LINE
 300 1" BRASS PLUG, "COMPASS ENG.", AS DEPICTED ON SN 2008-317, HELD, SHOWN INCORRECTLY ON SN 2009-179 AS SET 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC."

CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

OCTOBER 26, 2009

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C12	107.48'	316.48'	19°27'29"	106.96'	S41°39'18"E
C22	412.22'	2794.79'	8°27'03"	411.85'	N28°19'27"E
C23	100.43'	378.31'	15°12'37"	100.14'	N26°25'33"E
C105	452.45'	630.00'	41°08'53"	442.79'	N71°57'30"W
C115	409.36'	570.00'	41°08'53"	400.62'	N71°57'30"W
C133	233.15'	256.48'	52°05'00"	225.20'	N25°20'33"W

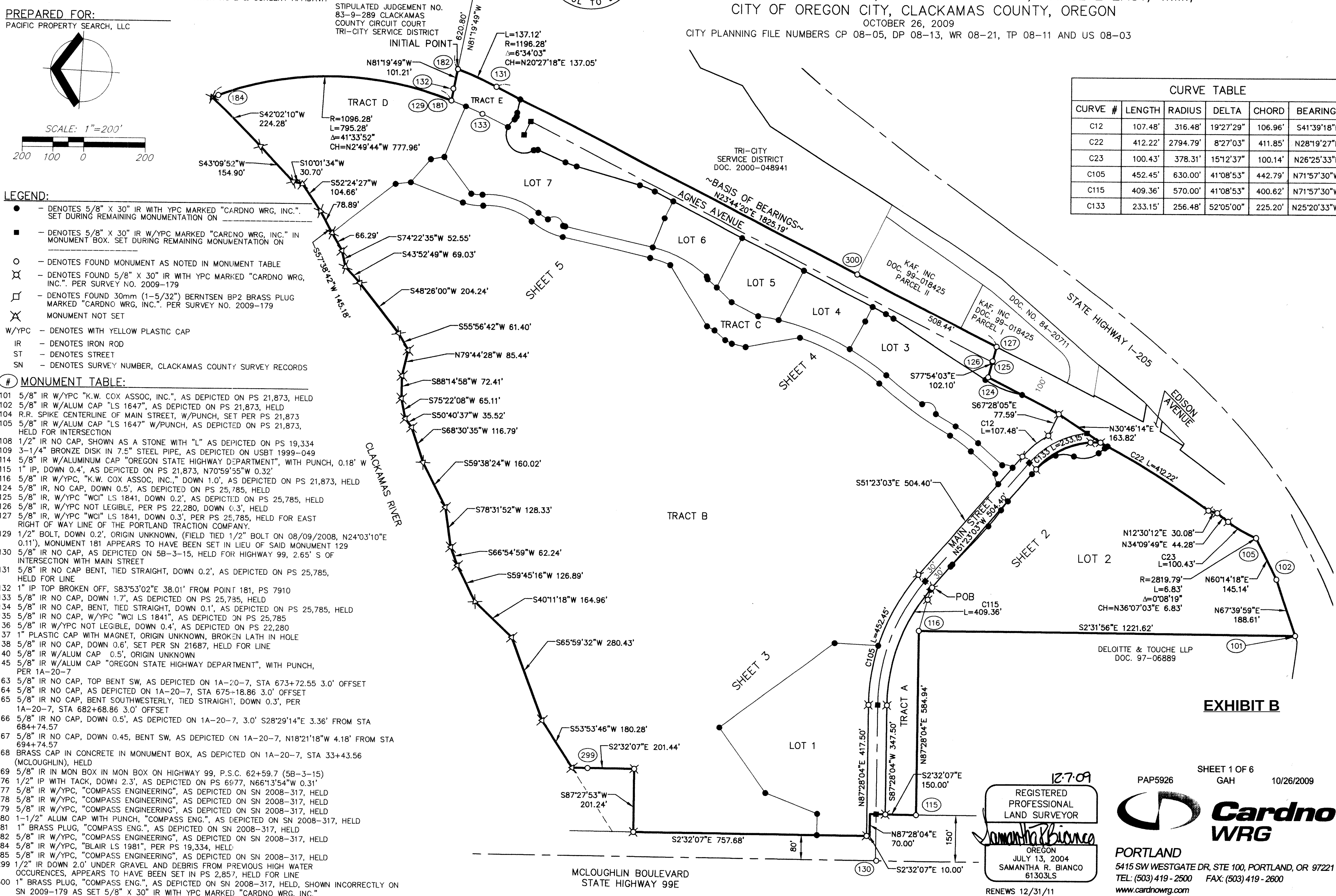


EXHIBIT B

SHEET 1 OF 6

PAP5926

GAH

10/26/2009



Cardno
WRG

PORTLAND

5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221

TEL: (503) 419-2500 FAX: (503) 419-2600

www.cardnowrg.com

PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha R. Bianco
OREGON
JULY 13, 2004
SAMANTHA R. BIANCO
61303LS

RENEWS 12/31/11

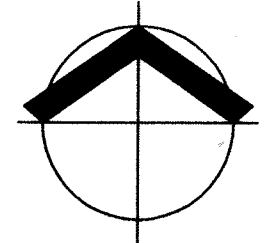
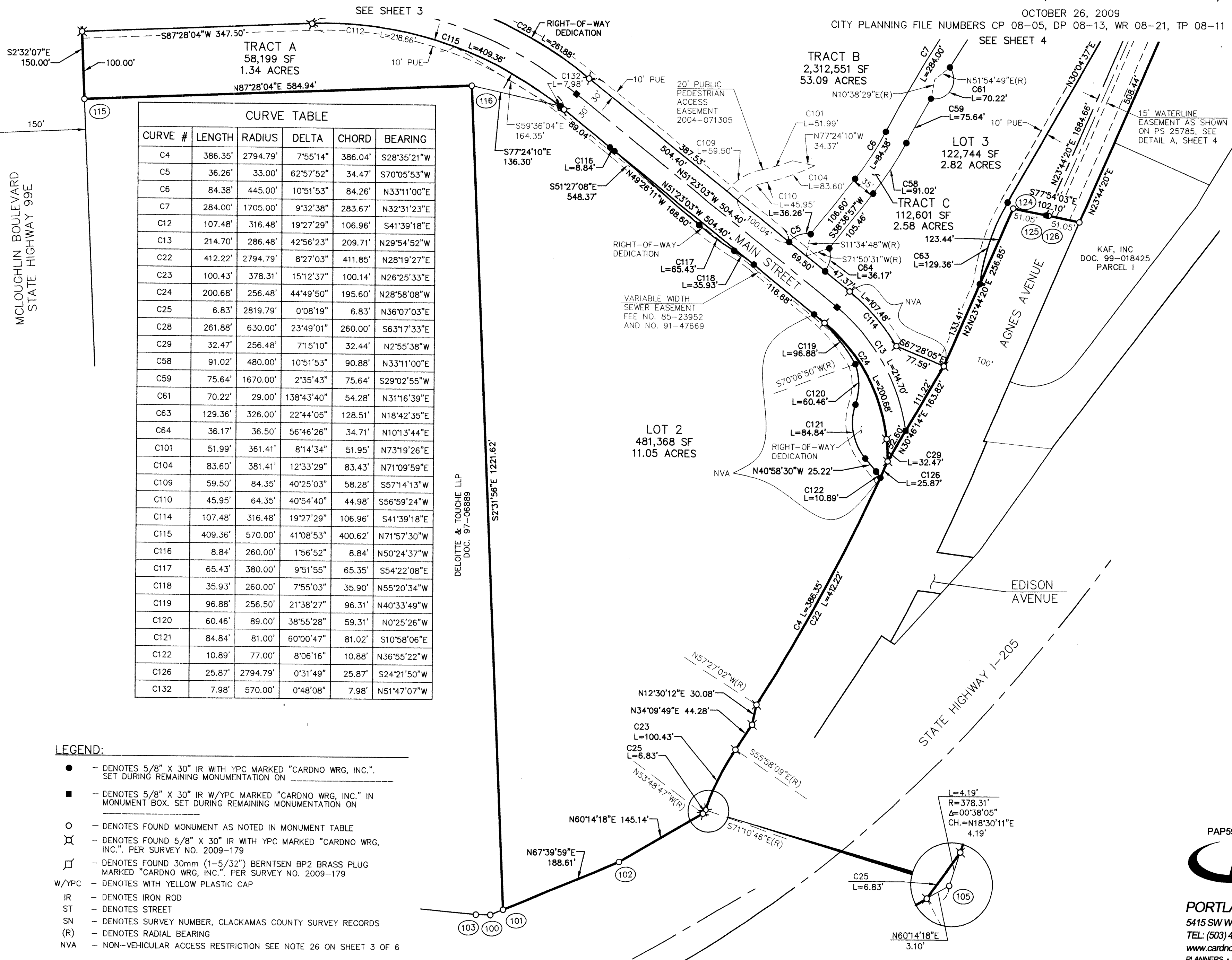
CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND
NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION
20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER
OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

OCTOBER 26, 2009

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03

SEE SHEET 4



SCALE: 1"=100'

100 50 0 100

12-7-09

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha R. Bianco

OREGON
JULY 13, 2004
SAMANTHA R. BIANCO
61303LS

RENEWES 12/31/11

SHEET 2 OF 6

PAP5926

GAH

10/26/2009



PORTLAND

5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221

TEL: (503) 419 - 2500 FAX: (503) 419 - 2600

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EXHIBIT B

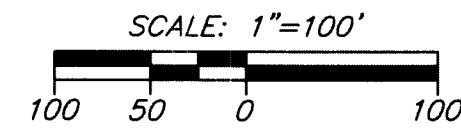
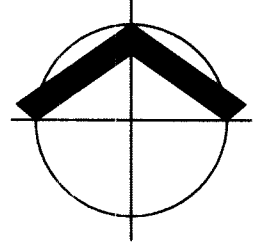
NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF THOSE TRACTS OF LAND DESCRIBED AND SHOWN PER SURVEY NUMBER 2009-179, CLACKAMAS COUNTY SURVEY RECORDS. ALL EXTERIOR DIMENSIONS AND FOUND MONUMENTS ARE HELD AS RECORD AND MEASURED PER SAID SURVEY.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF N23°44'20"E WAS DETERMINED BY HOLDING MONUMENTS 127-131 AND RECORD INFORMATION PER SURVEY NUMBER 2009-179, CLACKAMAS COUNTY SURVEY RECORDS.

SEE SHEET 5



LEGEND:

- - DENOTES 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." SET DURING REMAINING MONUMENTATION ON
- - DENOTES 5/8" X 30" IR W/ YPC MARKED "CARDNO WRG, INC." IN MONUMENT BOX. SET DURING REMAINING MONUMENTATION ON
- - DENOTES FOUND MONUMENT AS NOTED IN MONUMENT TABLE
- ⊗ - DENOTES FOUND 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- ⊕ - DENOTES FOUND 30mm (1-5/32") BERNTSEN BP2 BRASS PLUG MARKED "CARDNO WRG, INC." PER SURVEY NO. 2009-179
- W/ YPC - DENOTES WITH YELLOW PLASTIC CAP
- IR - DENOTES IRON ROD
- ST - DENOTES STREET
- SN - DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
- (R) - DENOTES RADIAL BEARING

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C28	261.88'	630.00'	23°49'01"	260.00'	S63°17'33"E
C30	190.57'	630.00'	17°19'52"	189.84'	N83°52'00"W
C105	452.45'	630.00'	41°08'53"	442.79'	N71°57'30"W
C112	218.66'	570.00'	21°58'47"	217.32'	S81°32'33"E
C115	409.36'	570.00'	41°08'53"	400.62'	N71°57'30"W

TRACT B
2,312,551 SF
53.09 ACRES

LOT 1
193,586 SF
4.44 ACRES

TRACT A
58,199 SF
1.34 ACRES

LOT 2
164.35'

SEE SHEET 2

CLACKAMETTE COVE
LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
OCTOBER 26, 2009
CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03

NOTES AND RESTRICTIONS:

- 1.) BOUNDARY DETERMINATION AND BASIS OF BEARINGS IS PER SURVEY NUMBER 2009-179.
- 2.) THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL PER CITY OF OREGON CITY CASE FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03, DATED FEBRUARY 10, 2009, AND CP 09-02, DP 09-01, DATED OCTOBER 16, 2009.
- 3.) A TEN FOOT PUBLIC UTILITY EASEMENT SHALL EXIST ALONG THE FRONTAGE OF LOTS AND TRACTS ABUTTING PUBLIC RIGHTS-OF-WAY, AS SHOWN HEREON.
- 4.) THE CITY OF OREGON CITY AND ITS FRANCHISEES, SUCCESSORS AND ASSIGNS ARE HEREBY GRANTED THE RIGHT TO MAINTAIN, REPLACE, AND UP-GRADE UTILITIES IN THESE PUBLIC EASEMENTS. NOTICE SHALL BE PROVIDED BEFORE SUCH ACTIVITIES ARE COMMENCED.
- 5.) THIS PLAT IS SUBJECT TO THE RIGHTS OF THE PUBLIC AND GOVERNMENTAL BODIES IN AND TO THAT PORTION DESCRIBED AS LYING BELOW THE MEAN HIGH WATER MARK OF THE CLACKAMAS RIVER.
- 6.) A PUBLIC EASEMENT EXISTS FOR BOATING AND RECREATIONAL ACTIVITIES IN AND OVER ANY ARTIFICIAL WATER BODY WHICH OPENS INTO A WATER BODY DETERMINED TO BE NAVIGABLE.
- 7.) THIS PLAT IS SUBJECT TO A COMMUNICATION FACILITIES EASEMENT AS RECORDED IN BOOK 155 PAGE 332, CLACKAMAS COUNTY DEED RECORDS. EXACT LOCATION IS NOT DISCLOSED.
- 8.) THIS PLAT IS SUBJECT TO A TRANSMISSION LINE EASEMENT AS RECORDED IN BOOK 472 PAGE 610, CLACKAMAS COUNTY DEED RECORDS. EXACT LOCATION IS NOT DISCLOSED.
- 9.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED IN BOOK 48 PAGE 319 AND BOOK 86 PAGE 332, CLACKAMAS COUNTY DEED RECORDS.
- 10.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED IN BOOK 48 PAGE 387, CLACKAMAS COUNTY DEED RECORDS.
- 11.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED IN BOOK 557 PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 12.) THIS PLAT IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED AS FEE NO. 72-31295, CLACKAMAS COUNTY DEED RECORDS.
- 13.) THIS PLAT IS SUBJECT TO THE CONDITIONS AND LIMITATIONS CONTAINED IN DECREE OF CONDEMNATION SUIT RECORDED IN BOOK 86 PAGE 146, CLACKAMAS COUNTY DEED RECORDS.
- 14.) NO RIGHT OF EASEMENT OR RIGHT OF ACCESS TO, FROM OR ACROSS THE STATE HIGHWAY INTERSTATE I-205 OTHER THAN EXPRESSLY THEREIN PROVIDED FOR SHALL ATTACH TO THE ABUTTING PROPERTY PER LIMITED ACCESS PROVISIONS IN FAVOR OF THE STATE OF OREGON, BY AND THROUGH ITS STATE HIGHWAY COMMISSION AS CONTAINED IN DECREE OF CONDEMNATION SUIT NO. 48439.
- 15.) NO RIGHT OF EASEMENT OR RIGHT OF ACCESS TO, FROM OR ACROSS THE STATE HIGHWAY INTERSTATE I-205 OTHER THAN EXPRESSLY THEREIN PROVIDED FOR SHALL ATTACH TO THE ABUTTING PROPERTY PER LIMITED ACCESS PROVISIONS IN FAVOR OF THE STATE OF OREGON, BY AND THROUGH ITS STATE HIGHWAY COMMISSION AS CONTAINED IN DECREE OF CONDEMNATION SUIT NO. 68930.
- 16.) THIS PLAT IS SUBJECT TO A TELEPHONE AND TELEGRAPH EASEMENT AS RECORDED IN BOOK 103 PAGE 404, CLACKAMAS COUNTY DEED RECORDS. EXACT LOCATION IS NOT DISCLOSED.
- 17.) THIS PLAT IS SUBJECT TO A ROAD EASEMENT AS RECORDED IN FEE NO. 68-006792, CLACKAMAS COUNTY DEED RECORDS. EXACT LOCATION IS NOT DISCLOSED.
- 18.) THIS PLAT IS SUBJECT TO AN EASEMENT AGREEMENT AS RECORDED IN FEE NO. 78-38099, CLACKAMAS COUNTY DEED RECORDS. EXACT LOCATION IS NOT DISCLOSED.
- 19.) THIS PLAT IS SUBJECT TO NORTHWEST NATURAL GAS CLAIM OF EASEMENT RIGHTS PER UNRECORDED LETTER.
- 20.) THIS PLAT IS SUBJECT TO A 20' ACCESS EASEMENT PER STIPULATED FINAL JUDGEMENT IN CIRCUIT COURT SUIT NO. 83-9-289.
- 21.) TRACT A IS FOR ENTRY SIGN AND WATER FEATURE AND SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY.
- 22.) TRACT B IS FOR PUBLIC OPEN SPACE AND SHALL BE OWNED BY THE OREGON CITY URBAN RENEWAL AGENCY. SEE NOTES 5 AND 6, ABOVE.
- 23.) TRACT C SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY, AND IS SUBJECT TO A PUBLIC PEDESTRIAN ACCESS EASEMENT OVER ITS ENTIRETY.
- 24.) TRACT D SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY AS A PUBLIC PARK.
- 25.) TRACT E SHALL BE OWNED AND MAINTAINED BY THE OREGON CITY URBAN RENEWAL AGENCY, UNTIL CONVEYED TO THE OWNERS OF THAT PROPERTY DESCRIBED IN DOCUMENT NO. 2000-048941.
- 26.) ACCESS TO MAIN STREET AND AGNES AVENUE TO AND FROM LOTS 2, 3, AND 7 SHALL BE CONTROLLED BY THE CITY OF OREGON CITY BY THE RECORDING OF THIS PLAT. THESE ACCESS RESTRICTIONS ARE LOCATED AS NOTED ON SHEET 2 OF 6 AND SHEET 5 OF 6.
- 27.) THIS PLAT IS SUBJECT TO A RIGHT-OF-WAY EASEMENT AS RECORDED IN BOOK 376 PAGE 180, CLACKAMAS COUNTY DEED RECORDS.
- 28.) THIS PLAT IS SUBJECT TO PROVISIONS FOR ACCESS ROAD AS RECORDED IN FEE NO. 68-004577, CLACKAMAS COUNTY DEED RECORDS.
- 29.) THIS PLAT IS SUBJECT TO A RAILWAY EASEMENT AS RECORDED IN FEE NO. 70-021212, CLACKAMAS COUNTY DEED RECORDS.
- 30.) THIS PLAT IS SUBJECT TO A SEWER EASEMENT AS STIPULATED IN CLACKAMAS COUNTY CIRCUIT COURT CASE NO. 84-10-35.
- 31.) THIS PLAT IS SUBJECT TO AN ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN BOOK 468 PAGE 473, CLACKAMAS COUNTY DEED RECORDS.
- 32.) THIS PLAT IS SUBJECT TO A SEWER EASEMENT AS STIPULATED IN CLACKAMAS COUNTY CIRCUIT COURT CASE NO. 86-7-369 AND NO. 86-7-368.
- 33.) THIS PLAT IS SUBJECT TO A WATER LINE EASEMENT AS RECORDED IN FEE NO. 78-38099, CLACKAMAS COUNTY DEED RECORDS. EXACT LOCATION IS NOT DISCLOSED.
- 34.) THIS PLAT IS SUBJECT TO ACCEPTANCE OF ZONING CONDITIONS AS RECORDED IN FEE NO. 72-31296, CLACKAMAS COUNTY DEED RECORDS.
- 35.) THIS PLAT IS SUBJECT TO MINERAL RESERVATIONS AS RECORDED IN FEE NO. 85-036288, FEE NO. 86-32834, AND FEE NO. 86-32835, CLACKAMAS COUNTY DEED RECORDS.
- 36.) THIS PLAT IS SUBJECT TO THE DOWNTOWN/NORTH END URBAN RENEWAL PLAN PER CITY OF OREGON CITY ORDINANCE NO. 90-1062, RECORDED IN FEE NO. 90-62748, CLACKAMAS COUNTY DEED RECORDS, AND AMENDED BY FEE NUMBERS 91-18607, 2000-032146, 2000-079678, 2001-044321, 2003-164952, AND 2007-026486, CLACKAMAS COUNTY DEED RECORDS.
- 37.) THIS PLAT IS SUBJECT TO A RIGHT-OF-WAY EASEMENT AS RECORDED IN BOOK 86, PAGE 332, CLACKAMAS COUNTY DEED RECORDS.



RENEWS 12/31/11

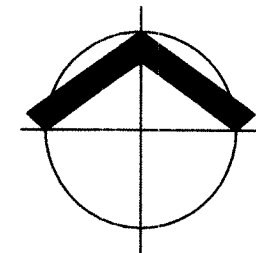
SHEET 3 OF 6
GAP 10/26/2009
PAP5926
Cardno WRG
PORTLAND
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TEL: (503) 419-2500 FAX: (503) 419-2600
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CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER
OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20,
THE SOUTHEAST ONE-QUARTER OF SECTION 19, AND THE
NORTHEAST ONE-QUARTER OF SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

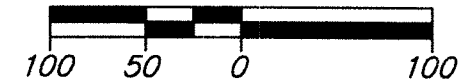
OCTOBER 26, 2009

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03



TRACT B
2,312,551 SF
53.09 ACRES

SCALE: 1"=100'



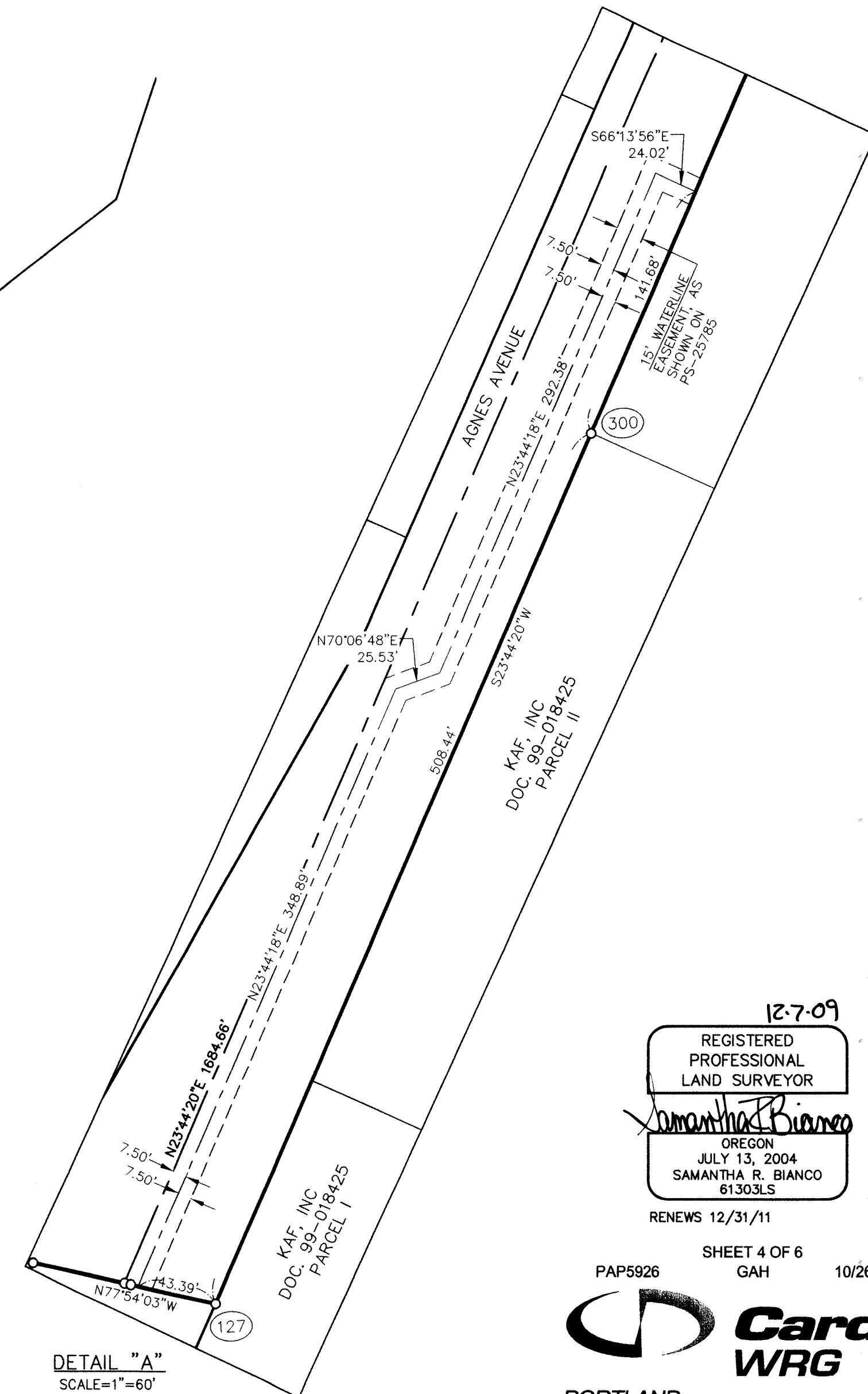
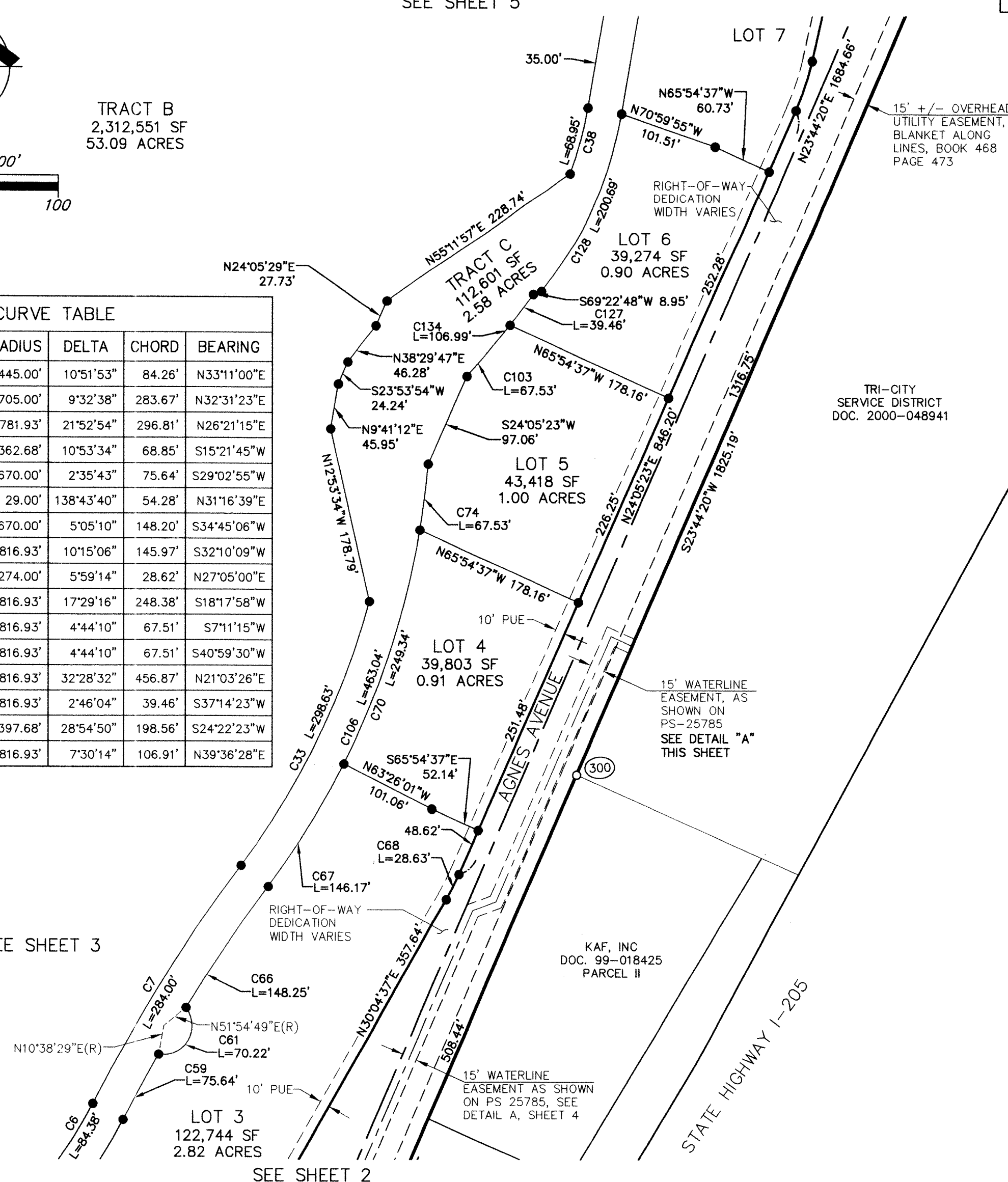
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	BEARING
C6	84.38'	445.00'	10°51'53"	84.26'	N33°11'00"E
C7	284.00'	1705.00'	9°32'38"	283.67'	N32°31'23"E
C33	298.63'	781.93'	21°52'54"	296.81'	N26°21'15"E
C38	68.95'	362.68'	10°53'34"	68.85'	S15°21'45"W
C59	75.64'	1670.00'	2°35'43"	75.64'	S29°02'55"W
C61	70.22'	29.00'	138°43'40"	54.28'	N31°16'39"E
C66	148.25'	1670.00'	5°05'10"	148.20'	S34°45'06"W
C67	146.17'	816.93'	10°15'06"	145.97'	S32°10'09"W
C68	28.63'	274.00'	5°59'14"	28.62'	N27°05'00"E
C70	249.34'	816.93'	17°29'16"	248.38'	S18°17'58"W
C74	67.53'	816.93'	4°44'10"	67.51'	S7°11'15"W
C103	67.53'	816.93'	4°44'10"	67.51'	S40°59'30"W
C106	463.04'	816.93'	32°28'32"	456.87'	N21°03'26"E
C127	39.46'	816.93'	2°46'04"	39.46'	S37°14'23"W
C128	200.69'	397.68'	28°54'50"	198.56'	S24°22'23"W
C134	106.99'	816.93'	7°30'14"	106.91'	N39°36'28"E

SEE SHEET 3

SEE SHEET 2

LEGEND:

- - DENOTES 5/8" X 30" IR WITH YPC MARKED "CARDNO WRG, INC." SET DURING REMAINING MONUMENTATION ON
- - DENOTES 5/8" X 30" IR W/YPC MARKED "CARDNO WRG, INC." IN MONUMENT BOX. SET DURING REMAINING MONUMENTATION ON
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- W/YPC - DENOTES WITH YELLOW PLASTIC CAP
- IR - DENOTES IRON ROD
- ST - DENOTES STREET
- SN - DENOTES SURVEY NUMBER, CLACKAMAS COUNTY SURVEY RECORDS
- (R) - DENOTES RADIAL BEARING



12-7-09

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Samantha R. Bianco
OREGON
JULY 13, 2004
SAMANTHA R. BIANCO
61303LS

RENEWS 12/31/11

SHEET 4 OF 6

PAP5926

GAH

10/26/2009



PORTLAND

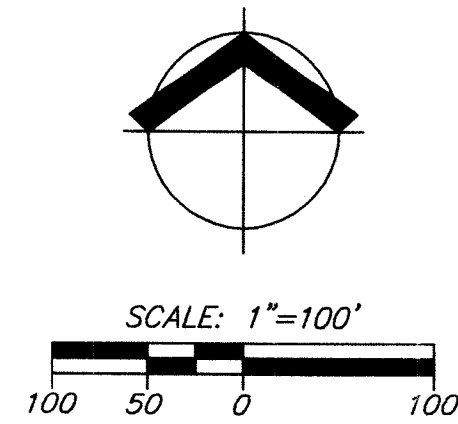
5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221

TEL: (503) 419-2500 FAX: (503) 419-2600

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EXHIBIT B



CLACKAMETTE COVE

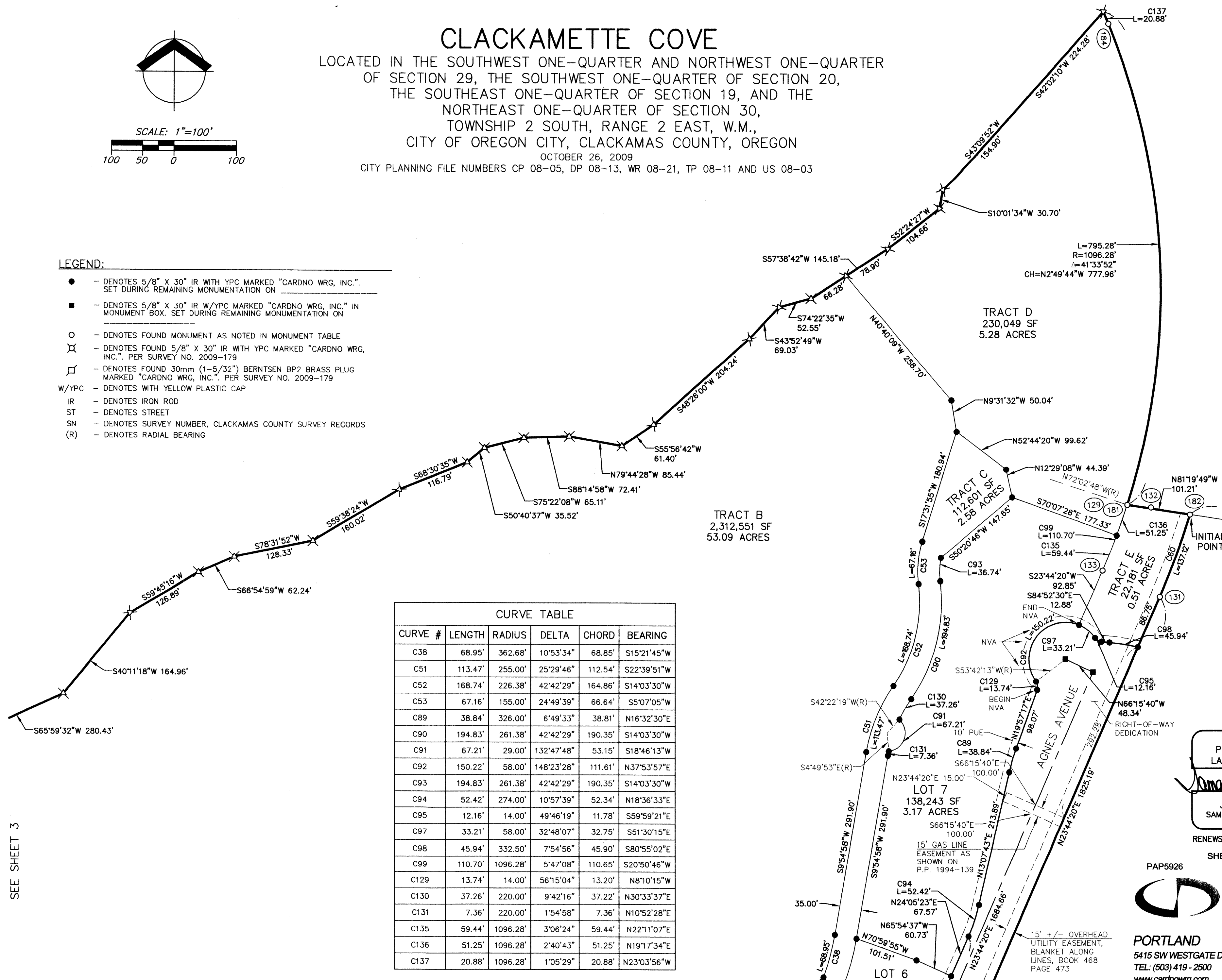
LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER
OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20,
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TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M.,
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

OCTOBER 26, 2009

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03

LEGEND:

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SEE SHEET 3

SEE SHEET 4

12.7.09
REGISTERED
PROFESSIONAL
LAND SURVEYOR
Samantha R. Bianco
OREGON
JULY 13, 2004
SAMANTHA R. BIANCO
61303LS

RENEWS 12/31/11

PAP5926 SHEET 5 OF 6
GAH 10/26/2009

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WRG**

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EXHIBIT B

BK 141 PG. 001
4289

CLACKAMETTE COVE

LOCATED IN THE SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, THE SOUTHWEST ONE-QUARTER OF SECTION 20, THE SOUTHWEST ONE-QUARTER OF SECTION 19, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, W.M., CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON

CITY OF OREGON CITY APPROVALS:

APPROVED THIS 9th DAY OF December, 2009

BY: [Signature]
OREGON CITY - CITY ENGINEER

APPROVED THIS 9th DAY OF December, 2009

BY: [Signature]
OREGON CITY - PLANNING MANAGER

CLACKAMAS COUNTY APPROVALS:

APPROVED THIS 15 DAY OF Dec, 2009

CLACKAMAS COUNTY SURVEYOR; and
CLACKAMAS COUNTY BOARD OF COMMISSIONERS
DELEGATE PER COUNTY CODE CHAPTER 11.02

ALL TAXES, FEES, ASSESSMENTS OR OTHER CHARGES AS PROVIDED BY ORS 92.095 HAVE BEEN PAID THROUGH JUNE 30, 2010

APPROVED THIS 15 DAY OF December, 2009

CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR

BY: [Signature]
DEPUTY

STATE OF OREGON }
COUNTY OF CLACKAMAS } S.S.

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT WAS

RECEIVED FOR RECORD ON THE 15th DAY OF December, 2009

AT 3:20 O'CLOCK P.M.

AS PLAT NO. 4289

DOCUMENT NO. 2009-86084
SHERRY HALL, CLACKAMAS COUNTY CLERK

BY: [Signature]
DEPUTY

REMAINING MONUMENTATION:

IN ACCORDANCE WITH O.R.S. 92.060, THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH THE PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN DOCUMENT NO. _____, CLACKAMAS COUNTY DEED RECORDS.

APPROVED THIS _____ DAY OF _____, 20____

CLACKAMAS COUNTY SURVEYOR

OCTOBER 26, 2009

CITY PLANNING FILE NUMBERS CP 08-05, DP 08-13, WR 08-21, TP 08-11 AND US 08-03

DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT PARKER POND, LLC, AN OREGON LIMITED LIABILITY COMPANY, AN OWNER OF THE LAND DEPICTED HEREON, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED PLAT OF "CLACKAMETTE COVE" AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE TO BE A TRUE AND CORRECT MAP AND PLAT THEREOF, ALL LOTS AND TRACTS BEING OF THE DIMENSIONS SHOWN HEREON AND ALL STREETS OF THE WIDTHS THEREON SET FORTH, AND DOES HEREBY DEDICATE TO THE PUBLIC AS PUBLIC WAYS FOREVER, ALL STREETS, AND DOES HEREBY CREATE AND ESTABLISH PRIVATE EASEMENTS AS SHOWN, NOTED, OR STATED ON SAID MAP FOR THE USES INDICATED, AND DOES HEREBY GRANT ALL PUBLIC EASEMENTS AS SHOWN, NOTED, OR STATED ON SAID MAP. THE DECLARANT DOES FURTHER STATE THAT THE PROPERTY PLATTED HEREIN IS SUBJECT TO PLAT RESTRICTIONS AS NOTED, ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 92 OF THE OREGON REVISED STATUTES.

PARKER POND, LLC, AN OREGON LIMITED LIABILITY COMPANY
BY: JACK W. PARKER TRUST, SOLE MEMBER

BY: SCOTT T. PARKER, CO-TRUSTEE

ACKNOWLEDGMENT:

STATE OF OREGON }
COUNTY OF Columbia } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON DECEMBER, 6, 2009

BY SCOTT T. PARKER, CO-TRUSTEE OF
JACK W. PARKER TRUST, SOLE MEMBER OF
PARKER POND, LLC, AN OREGON LIMITED LIABILITY COMPANY

NOTARY PUBLIC SIGNATURE

DRAKE BUTSCH
NOTARY PUBLIC (PRINT NAME) - OREGON

COMMISSION NO. 406940

MY COMMISSION EXPIRES JUNE 7,, 2010

CONSENT AFFIDAVIT:

A SUBDIVISION CONSENT AFFIDAVIT BY OREGON CITY LEASING CO., INC., OWNER UNDER DEED DOCUMENT NO. 95-015480, CLACKAMAS COUNTY DEED RECORDS, HAS BEEN RECORDED AS DOCUMENT NUMBER 2009-086082, CLACKAMAS COUNTY DEED RECORDS.

CONSENT AFFIDAVIT:

A SUBDIVISION CONSENT AFFIDAVIT BY URBAN RENEWAL AGENCY OF OREGON CITY, A MUNICIPAL CORPORATION OF THE STATE OF OREGON, OWNER UNDER DEED DOCUMENT NOS. 98-115372, 2009-081467, AND 2009-081468, CLACKAMAS COUNTY DEED RECORDS, HAS BEEN RECORDED AS DOCUMENT NUMBER 2009-086083, CLACKAMAS COUNTY DEED RECORDS.

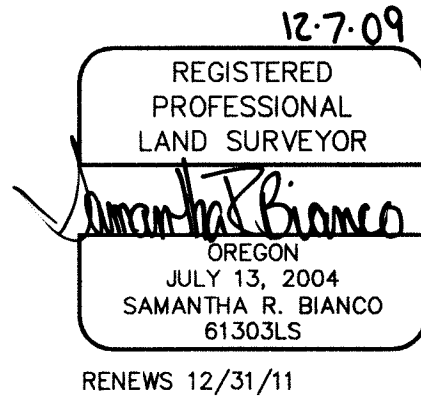
SURVEYOR'S CERTIFICATE:

I, SAMANTHA R. BIANCO, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS REPRESENTED ON THE ANNEXED MAP OF "CLACKAMETTE COVE", LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 20, SOUTHWEST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF SECTION 29, SOUTHEAST ONE-QUARTER OF SECTION 19 AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, OREGON CITY, CLACKAMAS COUNTY, OREGON, AND FOR THE INITIAL POINT I HELD THE 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "COMPASS ENGINEERING", AS DEPICTED ON SN 2008-317, CLACKAMAS COUNTY DEED RECORDS, MARKING THE NORTHEAST CORNER OF PARCEL 1, PARTITION PLAT 1994-139, CLACKAMAS COUNTY PLAT RECORDS, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 1/4" BRONZE DISK IN A 7.5 INCH STEEL PIPE, MARKING THE ONE-QUARTER SECTION CORNER COMMON TO SECTIONS 20 AND 29; THENCE NORTH 54°33'57" WEST 31.99 FEET TO A 1/2 INCH IRON ROD; THENCE NORTH 81°19'49" WEST 620.80 FEET TO SAID INITIAL POINT; THENCE NORTH 81°19'49" WEST 101.21 FEET ALONG THE NORTHERLY LINE OF PARCEL 1, PARTITION PLAT 1994-139, CLACKAMAS COUNTY PLAT RECORDS TO A 1" BRASS PLUG MARKED "COMPASS ENG.", MARKING THE NORTHWEST CORNER OF SAID PARCEL 1 AND A POINT OF NON-TANGENTIAL CURVATURE, SAID POINT BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN STIPULATED JUDGEMENT NO. 83-9-289, CLACKAMAS COUNTY CIRCUIT COURT; THENCE ALONG SAID NON-TANGENTIAL CURVE 1096.28 FOOT RADIUS CURVE TO THE LEFT (THE CENTER OF WHICH BEARS SOUTH 72° 02' 48" WEST, 1096.28 FEET) THROUGH A CENTRAL ANGLE OF 41° 33' 52" AN ARC DISTANCE OF 795.28 FEET (THE CHORD OF WHICH BEARS NORTH 02° 49' 44" WEST, 777.96 FEET) TO THE ORDINARY HIGH WATER LINE OF THE CLACKAMAS RIVER; THENCE ALONG SAID ORDINARY HIGH WATER LINE THE FOLLOWING TWENTY ONE (21) COURSES: 1) SOUTH 42°02'10" WEST 224.28 FEET 2) SOUTH 43°09'52" WEST 154.90 3) SOUTH 10°01'34" WEST 30.70 FEET 4) SOUTH 52°24'27" WEST 104.66 FEET 5) SOUTH 57°38'42" WEST 145.18 FEET 6) SOUTH 74°22'35" WEST 52.55 FEET 7) SOUTH 43°52'49" WEST 69.03 FEET 8) SOUTH 48°26'00" WEST 204.24 FEET 9) SOUTH 55°56'42" WEST 61.40 FEET 10) NORTH 79°44'28" WEST 85.44 FEET 11) SOUTH 88°14'58" WEST 72.41 FEET 12) SOUTH 75°22'08" WEST 65.11 FEET 13) SOUTH 50°40'37" WEST 35.52 FEET 14) SOUTH 68°30'35" WEST 116.79 FEET 15) SOUTH 59°38'24" WEST 160.02 FEET 16) SOUTH 78°31'52" WEST 128.33 FEET 17) SOUTH 66°54'59" WEST 62.24 FEET 18) SOUTH 59°45'16" WEST 126.89 FEET 19) SOUTH 40°11'18" WEST 164.96 FEET 20) SOUTH 65°59'32" WEST 280.43 FEET 21) SOUTH 53°53'46" WEST 180.28 FEET TO THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 557 PAGE 146, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID EASTERLY LINE SOUTH 02°32'07" EAST 201.44 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "CARDNO WRG, INC." MARKING THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 87°27'53" WEST 201.24 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "CARDNO WRG, INC." MARKING THE SOUTHWEST CORNER OF SAID TRACT AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MCGLOUGHLIN BOULEVARD (HIGHWAY 99E) (BEING 80 FEET EASTERLY OF THE CENTERLINE THEREOF WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 02°32'07" EAST 757.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "CARDNO WRG, INC." AT ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF MAIN STREET, AS SHOWN ON THE CITY OF OREGON CITY'S ENGINEERING DEPARTMENT DRAWING TITLED "MAIN STREET ALIGNMENT" (BEING 30 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO); THENCE ALONG A SOUTHERLY EXTENSION OF SAID EASTERLY RIGHT OF WAY LINE SOUTH 02°32'07" EAST 10.00 FEET; THENCE NORTH 87°28'04" EAST 70.00 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT 97-06889, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID NORTHERLY EXTENSION SOUTH 2°32'07" EAST 150.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE NORTH LINE OF SAID TRACT NORTH 87°28'04" EAST 584.94 FEET TO A 5/8 INCH IRON WITH YELLOW PLASTIC CAP MARKED "K.W. COX ASSOC, INC.," BEING THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 02°31'56" EAST 1221.62 FEET ALONG THE EASTERLY LINE OF SAID TRACT TO A 5/8 INCH IRON WITH YELLOW PLASTIC CAP MARKED "K.W. COX ASSOC, INC.," BEING THE SOUTHEAST CORNER OF SAID TRACT, ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY I-205 AS DEPICTED ON ODOT ROLL MAP 1A-20-7; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 67°39'59" EAST 188.61 FEET TO A 5/8 INCH IRON ROD WITH ALUMINUM CAP MARKED "LS 1647"; THENCE NORTH 60°14'18" EAST 145.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, BEING MARKED BY A 5/8 INCH IRON ROD WITH ALUMINUM CAP MARKED "LS 1647" WITH PUNCH TO A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID NON-TANGENTIAL 2819.79 FOOT RADIUS CURVE TO THE LEFT (THE CENTER OF WHICH BEARS NORTH 53° 48' 47" WEST, 2819.79 FEET) THROUGH A CENTRAL ANGLE OF 00° 08' 19" AN ARC DISTANCE OF 6.83 FEET (THE CHORD OF WHICH BEARS NORTH 36° 07' 03" EAST, 6.83 FEET) TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "CARDNO WRG, INC." BEING A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID NON-TANGENTIAL 378.31 FOOT RADIUS CURVE TO THE RIGHT (THE CENTER OF WHICH BEARS SOUTH 71° 10' 46" EAST, 378.31 FEET) THROUGH A CENTRAL ANGLE OF 15° 12' 37" AN ARC DISTANCE OF 100.43 FEET (THE CHORD OF WHICH BEARS NORTH 26° 25' 33" EAST, 100.14 FEET) TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "CARDNO WRG, INC.," BEING A POINT OF NON-TANGENCY; THENCE NORTH 34°09'49" EAST 44.28 FEET; THENCE NORTH 12°30'12" EAST 30.08 FEET TO A POINT OF NON-TANGENTIAL CURVATURE; THENCE ALONG SAID NON-TANGENTIAL 2794.79 FOOT RADIUS CURVE TO THE LEFT (THE CENTER OF WHICH BEARS NORTH 65° 54' 05" WEST, 2794.79 FEET) THROUGH A CENTRAL ANGLE OF 08° 27' 03" AN ARC DISTANCE OF 412.22 FEET (THE CHORD OF WHICH BEARS NORTH 28° 19' 27" EAST, 411.85 FEET) TO THE SOUTHERLY LINE OF MAIN STREET; THENCE LEAVING SAID SOUTHERLY LINE NORTH 30°46'14" EAST 163.82 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "CARDNO WRG, INC." MARKING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AGNES AVENUE ALSO BEING COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF THE ABANDONED PORTLAND TRACTION COMPANY; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE NORTH 23°44'20" EAST 256.85 FEET TO A 5/8 INCH IRON ROD; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE ALONG THE NORTH LINE OF SAID AGNES AVENUE SOUTH 77°54'03" EAST 102.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "WCI LS 1841" TO THE EASTERLY RIGHT OF WAY LINE OF AGNES AVENUE ALSO BEING COINCIDENT WITH THE EASTERLY RIGHT OF WAY LINE OF THE ABANDONED PORTLAND TRACTION COMPANY; THENCE ALONG SAID ABANDONED EASTERLY RIGHT OF WAY LINE NORTH 23°44'20" EAST 1825.19 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG A 1196.28 FOOT RADIUS CURVE TO THE LEFT (CENTER OF WHICH BEARS NORTH 66°15'40" WEST, 1196.28 FEET) THROUGH A CENTRAL ANGLE 06°34'03" AN ARC DISTANCE OF 137.12 FEET (THE CHORD WHICH BEARS NORTH 20°27'18" EAST, 137.05') TO SAID INITIAL POINT.

CONTAINS 4,040,413 SQUARE FEET, OR 92.755 ACRES MORE OR LESS.

PER O.R.S. 92.070 (2) I, SAMANTHA R. BIANCO DO ALSO SAY THAT THE SETTING OF THE REMAINING MONUMENTS WITHIN THE SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF PAYING IMPROVEMENTS OR WITHIN 1 YEAR FOLLOWING THE ORIGINAL PLAT RECORDDATION, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.



SHEET 6 OF 6
PAP5926 GAH 10/26/2009

[Cardno WRG Logo]

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EXHIBIT B

**HABITAT RESTORATION
EASEMENT**

Dated: December 19, 2018

From: THE COVE, LLC
an Oregon limited liability company ("Grantor")

In Favor of: URBAN RENEWAL AGENCY for
the City of Oregon City ("Grantee")

WHEREAS, Grantor owns the real property described as Lot 1, CLACKAMETTE COVE per plat recorded December 15, 2009 as Plat No. 4289, Document No. 2009-86084, Official Records of Clackamas County, Oregon ("Lot 1").

WHEREAS, Grantor and Grantee are considering entering into an agreement to restore habitat along the banks of Clackamette Cove, including Lot 1 (the "Restoration Agreement") with a consultant to be jointly selected by Grantor and Grantee (the "Consultant").

NOW, THEREFORE, in consideration of the payment of \$10.00 by Grantee to Grantor, Grantor grants to Grantee a permanent and non-exclusive easement on and over that portion of Lot 1 described on attached **Exhibit A** (the "Easement Area"), on the following terms and conditions.

1. Grantor shall not construct any improvement on the Easement Area, install any utilities within the Easement Area nor conduct any work or activity on the Easement Area that would interfere with the use of the Easement Area by Grantee or Consultant pursuant to this Habitat Restoration Easement and/or the Restoration Agreement, without Grantee's prior consent which may or may not be given by Grantee in its reasonable discretion. Nothing herein shall restrict Grantor's use of Lot 1 outside the Easement Area.

2. Grantee shall use the Easement Area for the following purposes: (a) to allow Consultant to evaluate the Easement Area for habitat restoration and to create a habitat restoration area thereon pursuant to the Restoration Agreement; (b) to maintain the habitat restoration area; and (c) to enter onto and pass across the Easement Area to inspect the habitat restoration area. Without limiting the generality of the above description, Grantee and Consultant and their respective agents and employees may study, remove materials and vegetation, plant new vegetation, conduct earthwork, construct paths and walkways and do all other acts appropriate for the creation and operation of a habitat restoration area on and within the Easement Area, in a manner consistent with the Restoration Agreement.

3. The term of this Habitat Restoration Easement is perpetual.

4. Grantor represents and warrants to Grantee that it holds fee simple title to Lot 1 and the Easement Area, subject to all liens, encumbrances and exceptions of record.

5. Grantee shall defend, indemnify and hold Grantor harmless from and against any claims, losses, liabilities, damages, costs or expenses (including reasonable attorney fees) arising out of or related to entry onto Lot 1 by or on behalf of Grantee pursuant to this instrument.

6. This Habitat Restoration Easement shall run with the land and the rights and obligations hereunder shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of Grantor.

7. This Habitat Restoration Easement may be executed in counterparts.

8. Nothing contained in this instrument shall be deemed a grant, gift or dedication of any portion of Lot 1 to the general public or to grant public access to the Easement Area.

IN WITNESS WHEREOF, the parties have exercised and delivered this Habitat Restoration Easement to be effective on the date first set forth above.

GRANTOR:

THE COVE LLC,
an Oregon limited liability company

By: _____
Its: _____

GRANTEE:

URBAN RENEWAL AGENCY
FOR THE CITY OF OREGON CITY

By: Renate Mengelberg
Its: commission chair

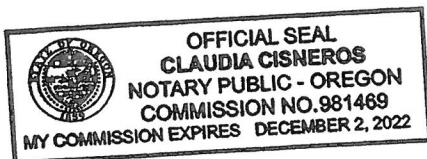
STATE OF OREGON :
:ss.
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of The Cove LLC, an Oregon limited liability company, on behalf of the limited liability company.

Notary Public for Oregon
Printed Name: _____
My Commission Expires: _____

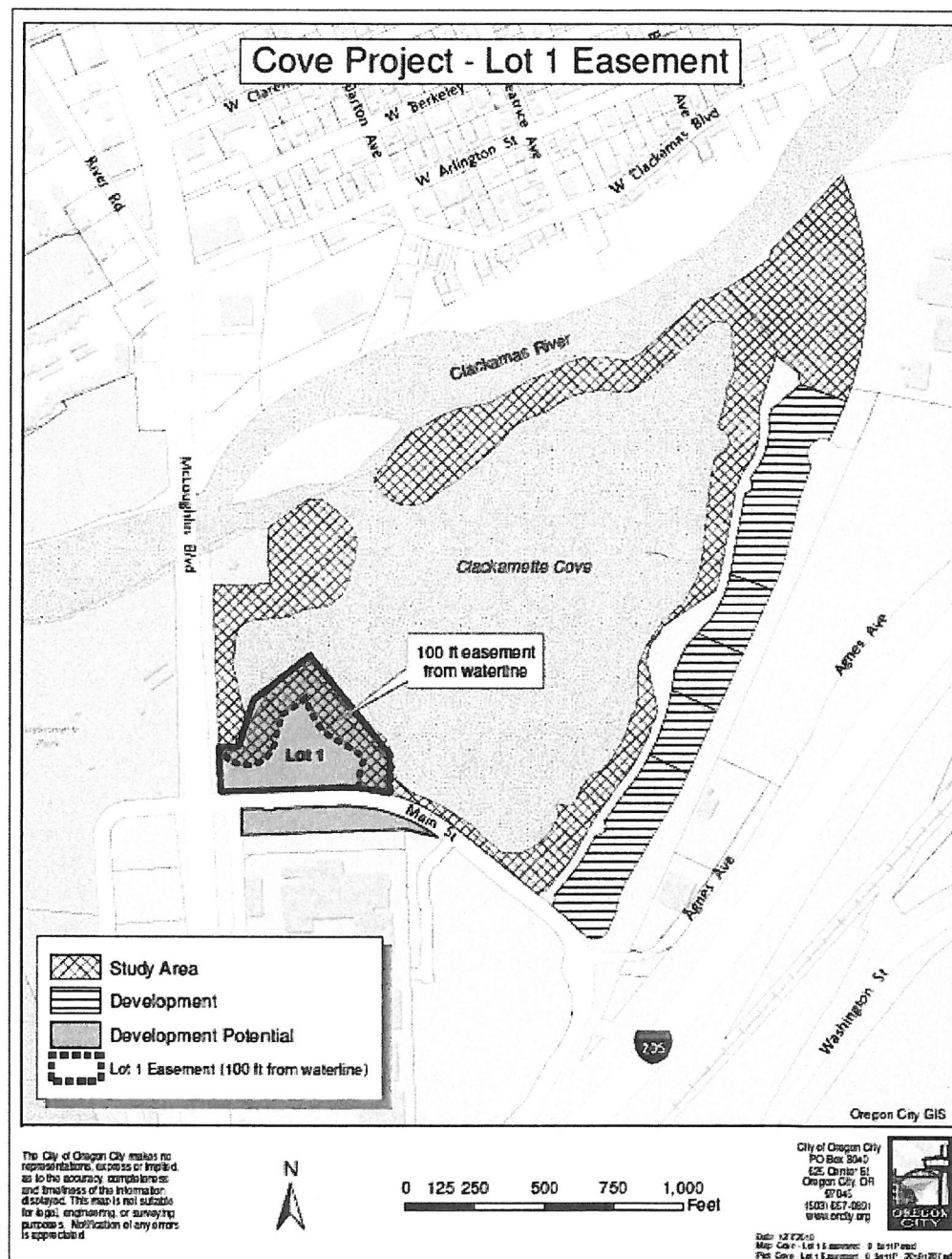
STATE OF OREGON :
:ss.
COUNTY OF Clackamas :

The foregoing instrument was acknowledged before me this 19 day of December, 2018, by Renate Mengelberg, of Urban Renewal Agency for the City of Oregon City, a[n] _____ corporation, on behalf of the corporation, as the Urban Renewal commission chair for a government entity. CC 12-19-18



Notary Public for Oregon
Printed Name: Claudia Cisneros
My Commission Expires: 12-02-2022

Exhibit A Easement Area



AFTER RECORDING, RETURN TO:

Mr. David Petersen
Tonkon Torp LLP
888 SW 5th Avenue, Suite 1600
Portland, OR 97204

STATUTORY BARGAIN AND SALE DEED

Urban Renewal Commission of the City of Oregon City, Grantor, conveys to The Cove LLC, a[n] limited liability company, Grantee the real property described on the attached Exhibit A, (the "Property").

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.

The true consideration for this conveyance is \$10.00.

This conveyance and the Property are subject to a right of reversion in favor of Grantor, on the following terms and conditions. In the event that Grantee has not commenced grading on the Property pursuant to a City of Oregon City issued grading permit within six (6) years of the recording date of this Statutory Bargain and Sale Deed, then the Property shall automatically revert back to Grantor. This right of reversion shall be superior to any other lien, encumbrance or property right granted or suffered by Grantee and upon a reversion, any other such lien, encumbrance or property right shall terminate.

Until a change is requested, all tax statements should be sent to the following address:

IN WITNESS WHEREOF, Grantor has executed and delivered this Statutory Bargain and Sale Deed to be effective upon recording.

GRANTOR:

URBAN RENEWAL COMMISSION OF THE CITY OF
OREGON CITY

By: _____
Its: _____

STATE OF OREGON)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2019,
by _____ as _____ of URBAN RENEWAL
COMMISSION OF THE CITY OF OREGON CITY.

Notary Public for Oregon
Printed Name: _____
My Commission Expires: _____

EXHIBIT A
PROPERTY DESCRIPTION

Lot 1 of the Clackamette Cove, recorded in Clackamas County plat records as Plat 4289, dated December 15, 2009 and recorded as Plat 2009-86084.

EXHIBIT A

EXHIBIT D