

**RESOLUTION NO. 2020**

**A RESOLUTION OF THE CITY OF WILSONVILLE EXCHANGING AND ADOPTING EASEMENTS, THE VILLAGE ESTATES LLC, GRANTOR**

WHEREAS, the City of Wilsonville Design Review Board approved the development to Village at Main Street Phase III, 99DB10, which required as a condition of approval that a public utility easement be conveyed to the City; and

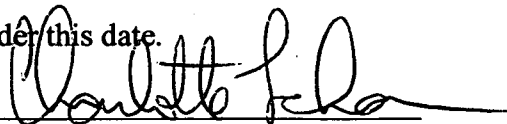
WHEREAS, there currently exists on the property an easement granted by the applicant Village Estates LLC ("Owners"), as Plat No. 3642, Book 119, Page 14, Main Street Village and dated December 22, 2000. However, because the applicant removed and reconstructed a portion of the public stormline, the location of this easement does not track the location of the utility; does not conform to the needs and requirements of the Public Works Department and therefore is no longer needed by the City of Wilsonville; and

WHEREAS, the City Council finds that the public interest is served by an "exchange" of easements through a quitclaim of the existing above-referenced real property easement pursuant to ORS 271.310(3) in return for a real property easement which is of equal or superior useful value, which tracks the City's stormlines constructed to serve this and other properties in the area; therefore, extinguishment by vacation is unnecessary.

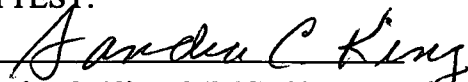
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Based on the above recitals and findings, the City of Wilsonville approves the following exchange of easements:
  - (a) The City's release, by a Reconveyance and Quitclaim, of all its interest in the Stormline Easement described in Exhibit 1, attached hereto and incorporated herein, in exchange for
  - (b) The Owners' conveyance to the City of the Stormline Pipeline Easement described in Exhibit 2, attached hereto and incorporated herein.
2. The City Manager is authorized to sign these instruments on behalf of the City.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21st day of August, 2006, and filed with the Wilsonville City Recorder this date.

  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Holt	Yes
Councilor Knapp	Yes
Councilor Ripple	Yes

Attachments:

- Exhibit 1 -- City's release Reconveyance and Quitclaim
- Exhibit 2 -- Owners' Conveyance to City

**MEMORANDUM**

**DATE:** August 22, 2006

**TO:** Honorable Mayor and City Council

**FROM:** Dee M. Staten, Senior Engineering Technician

**RE:** Reconveyance and Quitclaim of Easement – Village at Main Street  
Phase III

A portion of the project site known as Village at Main Street Phase III, owned by Village Estates LLC removed a portion of the existing Public Storm Pipe system to avoid conflicts with proposed buildings on the project site. Village Estates LLC has installed a new Public Storm Pipe system that avoids conflict with all buildings. As required under the permitting process, the owner shall grant the City of Wilsonville a Pipeline Easement over the relocated Public Storm Pipe. In turn, The City of Wilsonville shall Reconvey and Quitclaim the existing Easement over the area where the Public Storm Pipe has been removed.

The attached Pipeline Easement, Reconveyance and Quitclaim of Easement documents are a required component of final approval. When executed by the City of Wilsonville and recorded by Clackamas County, this component of the project will be considered complete.

# EXHIBIT 1

**RECONVEYANCE AND QUITCLAIM OF EASEMENT**

After recording, return to:  
CITY RECORDER  
CITY OF WILSONVILLE  
30000 SW Town Center Loop E  
Wilsonville, OR 97070

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF WILSONVILLE**, a municipal corporation, Grantor, releases and quitclaims to **Village Estates, LLC**, an Oregon Limited Liability Company, Grantee, for the consideration hereinafter stated, all right, title and interest in and to the following real property easement, described as follows:

The legal description is set forth in "EXHIBIT A" attached hereto, and incorporated by reference herein.

A map of the above legal description is set forth in "EXHIBIT B" and incorporated by reference herein.

The true and actual consideration paid for this transfer, in terms of dollars, is none. However, the actual consideration consists of other property of equal or superior value, which is the whole consideration.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Reconveyance and Quitclaim of Easement this \_\_\_\_ day of August, 2006.

**GRANTOR:** CITY OF WILSONVILLE, a municipal corporation

By: \_\_\_\_\_  
Arlene Loble, City Manager

STATE OF OREGON )  
 ) ss  
County of Clackamas )

This instrument was acknowledged before me on \_\_\_\_\_, 2006,  
by Arlene Loble as City Manager of the City of Wilsonville.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM

This \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Michael E. Kohlhoff, City Attorney  
City of Wilsonville, Oregon

APPROVED AS TO LEGAL DESCRIPTION

This \_\_\_\_\_ day of \_\_\_\_\_, 2006.

*for* *Madene Steuslan*  
Michael A. Stone, P.E., City Engineer  
City of Wilsonville, Oregon

AUTHORIZED on behalf of the City of Wilsonville, Oregon  
this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Arlene Loble, City Manager

ATTESTED TO:

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder

\_\_\_\_\_  
Date

**W.B. Wells**  
**& Associates, Inc.**  
Surveyors • Engineers • Planners



Exceptional Service.  
Creative Solutions,  
Quality Beyond  
Your Expectations

May 2, 2006

W.B. WELLS & ASSOC., INC.  
JOB NO. 2005-279

**DESCRIPTION**

PORTION OF AN EASEMENT TO BE QUITCLAIMED  
BEING OVER A PORTION OF LOT 6, "MAIN STREET VILLAGE"

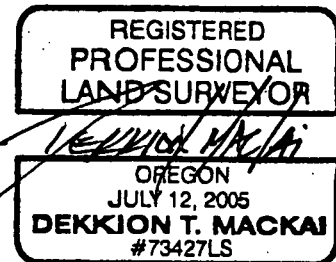
EXHIBIT "A"

A PORTION OF THAT 15.00' WIDE PUBLIC STORM DRAIN EASEMENT AS SHOWN ON THE DULY RECORDED PLAT OF "MAIN STREET VILLAGE", PLAT BOOK 119, PAGE 14, CLACKAMAS COUNTY PLAT RECORDS, SAID EASEMENT BEING OVER A PORTION OF LOT 6 OF SAID PLAT, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, COUNTY OF CLACKAMAS, AND STATE OF OREGON, SAID PORTION TO BE QUITCLAIM BEING DESCRIBED BELOW:

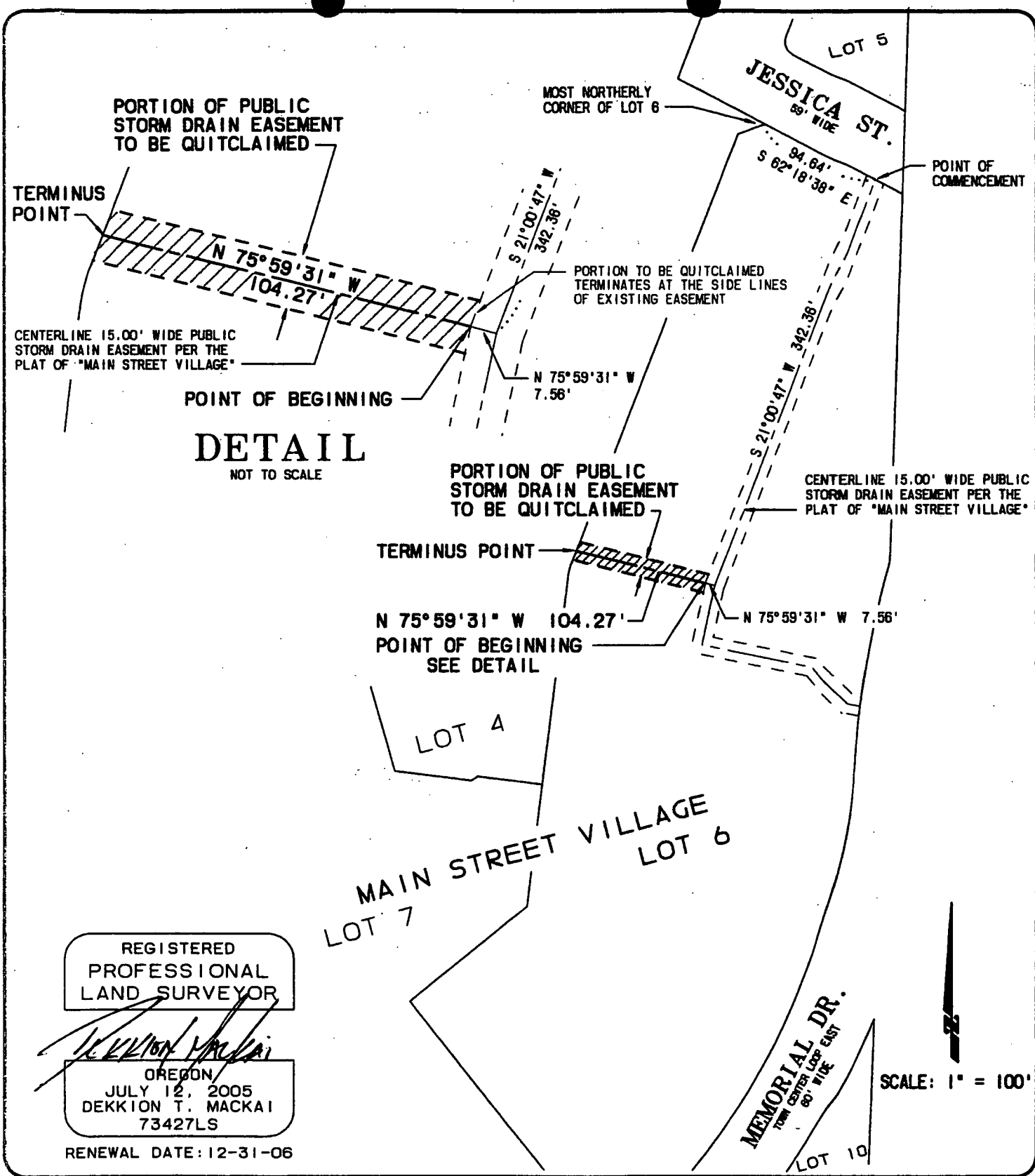
COMMENCING AT THE CENTERLINE OF SAID PUBLIC STORM DRAIN EASEMENT, SAID POINT BEING ON THE NORTHERLY LINE OF SAID LOT 6, BEARING SOUTH 62°18'38" EAST, A DISTANCE OF 94.64 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE ALONG THE CENTERLINE OF SAID EASEMENT, SOUTH 21°00'47" WEST, A DISTANCE OF 342.36 FEET; THENCE NORTH 75°59'31" WEST, ALONG THE CENTERLINE OF THE WESTERLY OFFSHOOT OF SAID PUBLIC STORM DRAIN EASEMENT, A DISTANCE OF 7.56 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PORTION TO BE QUITCLAIMED; THENCE CONTINUING ALONG THE CENTERLINE OF SAID PUBLIC STORM DRAIN EASEMENT, NORTH 75°59'31" WEST, A DISTANCE OF 104.27 FEET TO THE WESTERLY LINE OF SAID LOT 6, SAID POINT BEING THE TERMINUS POINT OF ABOVE DESCRIBED EASEMENT.

THE WESTERLY LIMIT OF THE PORTION TO BE QUITCLAIMED TERMINATES AT THE WESTERLY LINE OF SAID LOT 6. THE EASTERLY LIMIT OF PORTION TO BE QUITCLAIMED IS THE WESTERLY SIDE LINES OF THE EXISTING PUBLIC STORM DRAIN EASEMENT SHOWN ON THE PLAT OF "MAIN STREET VILLAGE".

SEE EXHIBIT B PORTION OF EASEMENT TO BE QUITCLAIMED.



RENEWAL DATE: 12-31-06



**DETAIL**  
NOT TO SCALE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*DeKkion Mackai*

OREGON  
JULY 12, 2005  
DEKKION T. MACKAI  
73427LS

RENEWAL DATE: 12-31-06

**W.B. WELLS AND ASSOCIATES, INC.**  
SURVEYORS/ENGINEERS/PLANNERS  
4230 N.E. FREMONT STREET  
PORTLAND, OREGON 97213  
PHONE (503) 284-5896  
FAX (503) 284-8530

**EXHIBIT B**  
**PORTION OF EASEMENT TO BE QUITCLAIMED**  
BEING OVER A PORTION OF LOT 6 OF "MAIN STREET VILLAGE"  
SITUATED IN THE NW 1/4 OF SECTION 24, T 3 S, R 1 W, W.M.  
CITY OF WILSONVILLE, COUNTY OF CLACKAMAS, STATE OF OREGON

DESIGNED:
RESOLVED:
DRAWN: DTM
DATE: 5/02/08
SCALE: 1" = 100'
FILE NO. 06-278
REVISED:



# EXHIBIT 2

**PIPELINE EASEMENT**  
**Grantor - Limited Liability Company**

After recording, return to:  
CITY RECORDER  
CITY OF WILSONVILLE  
30000 SW TOWN CENTER LOOP, E.  
WILSONVILLE OR 97070

KNOW ALL MEN BY THESE PRESENTS, that VILLAGE ESTATES, LLC

hereinafter referred to as "Grantor", for the consideration hereinafter stated, does forever grant unto the CITY OF WILSONVILLE, a municipal corporation, hereinafter referred to as "Grantee", a permanent right-of-way and easement over and along the full width and length of the premises described as follows, to-wit:

1. Legal description is set forth in EXHIBIT "A" attached hereto, and incorporated by reference herein.
2. A map of the above legal description is set forth in EXHIBIT "B" and incorporated by reference herein.

together with a temporary construction easement as follows: N/A

The temporary construction easement shall be effective only for and during the time of the initial construction of the below described public improvements, and shall under any circumstances be extinguished and expire on N/A, 200 (specific date).

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.  
\*However, the actual consideration consists of or includes other property or value given or promised which is (the whole/~~part of the~~) consideration (indicate which)\*. (If not applicable, the sentence between the symbols \* should be deleted. See ORS 93.030.)

In the event the permanent right-of-way and easement shall no longer serve a public purpose, it shall revert back to the Grantor, its successors and/or assigns; and

TO HAVE AND TO HOLD the above described permanent right-of-way and easement unto said Grantee in accordance with the conditions and covenants as follows:

1. The permanent right-of-way and easement shall include the right, privilege, and authority, to the said City of Wilsonville, to excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace and remove an underground sanitary sewer, storm drain, or water pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, including aboveground valve boxes, fire hydrants or manholes, for the purpose of carrying and conveying sewage wastes, surplus waters or potable water as the case may be, and for similar

uses in, under, and across the said premises, 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 pipelines, appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No building or structure shall be constructed over the pipeline easement right-of-way.

2. To the extent allowed by law, Grantee will indemnify and hold harmless the Grantor, its successors and/or assigns from claims for injury to person or property as a result of the negligence of the Grantee, its agents or employees in the construction, operation, or maintenance of said pipeline.

3. The City of Wilsonville, upon the initial installation, and upon each and every occasion that the same be repaired, replaced, renewed, added to, or removed, shall restore the premises of the Grantor, and any improvements disturbed by the City, to as good condition as they were prior to any such installation work, including, but not limited to, the restoration of any topsoil, lawn and nursery stock of like kind and quality subject to reasonable substitution as may be necessitated by obstruction or interference with the use granted herein.

4. Grantor may, at its option and expense, relocate said right-of-way, easement and associated public appurtenances and utilities, provided such relocation is accepted by the City as complying with applicable codes and standards, land use laws and regulations.

IN WITNESS WHEREOF; the undersigned grantor has executed this easement, this 2<sup>nd</sup> day of August, 2006.

GRANTOR:

VILLAGE ESTATES, LLC  
(Name of Limited Liability Company)

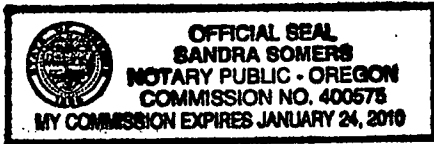
By:

[Signature] Manager  
(Agent) ROBERT G. JOHNSON  
(Agent)

STATE OF OREGON )  
 ) ss  
County of CLATSOP )

On this 7th day of AUGUST, 2006, before me, a notary public in and for said County and State, personally appeared ROBERT JOHNSON, known to me to be the person whose name RO subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



Sandra Somers  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 1/24/2010

STATE OF OREGON )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a notary public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Paul A. Lee, Assistant City Attorney  
City of Wilsonville, Oregon

APPROVED AS TO LEGAL DESCRIPTION

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*for* Jadene Steusland  
\_\_\_\_\_  
Michael A. Stone, P.E., City Engineer  
City of Wilsonville, Oregon

ACCEPTED on behalf of the City of Wilsonville, OR,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Arlene Loble, City Manager

ATTESTED TO:

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder  
Date: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss  
County of Clackamas        )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**W.B. Wells**  
**& Associates, Inc.**  
Surveyors • Engineers • Planners



Exceptional Service,  
Creative Solutions,  
Quality Beyond  
Your Expectations

May 2, 2006

W.B. WELLS & ASSOC., INC.  
JOB NO. 2005-279

**DESCRIPTION**  
**PUBLIC STORM DRAIN EASEMENT**  
**BEING OVER A PORTION OF LOT 6, "MAIN STREET VILLAGE"**

EXHIBIT "A"

A 15.00' WIDE PUBLIC STORM DRAIN EASEMENT BEING OVER A PORTION OF LOT 6 OF THE DULY RECORDED PLAT OF "MAIN STREET VILLAGE", PLAT BOOK 119, PAGE 14, CLACKAMAS COUNTY PLAT RECORDS, BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, COUNTY OF CLACKAMAS, AND STATE OF OREGON, SAID EASEMENT BEING DESCRIBED BELOW:

COMMENCING AT THE CENTERLINE OF THE PUBLIC STORM DRAIN EASEMENT AS SHOWN ON SAID PLAT OF "MAIN STREET VILLAGE", SAID POINT BEING ON THE NORTHERLY LINE OF SAID LOT 6, BEARING SOUTH 62°18'38" EAST, A DISTANCE OF 94.64 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE ALONG THE CENTERLINE OF SAID EASEMENT, SOUTH 21°00'47" WEST, A DISTANCE OF 342.36 FEET TO AN ANGLE POINT; THENCE SOUTH 12°06'53" WEST, A DISTANCE OF 1.49 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 75°59'31" WEST, A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED EASEMENT, SAID EASEMENT BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUING NORTH 75°59'31" WEST, A DISTANCE OF 104.56 FEET TO THE WESTERLY LINE OF SAID LOT 6., SAID POINT BEING THE TERMINUS POINT OF ABOVE DESCRIBED EASEMENT.

THE SIDE LINES OF ABOVE DESCRIBED EASEMENT TO BE EXTENDED AT THE POINT OF BEGINNING TO MEET THE WESTERLY SIDE LINES OF THE EXISTING PUBLIC STORM DRAIN EASEMENT. THE SIDE LINES AT THE TERMINUS POINT TO BE SHORTENED OR EXTENDED TO MEET WITH THE WESTERLY LINT OF SAID LOT 6.

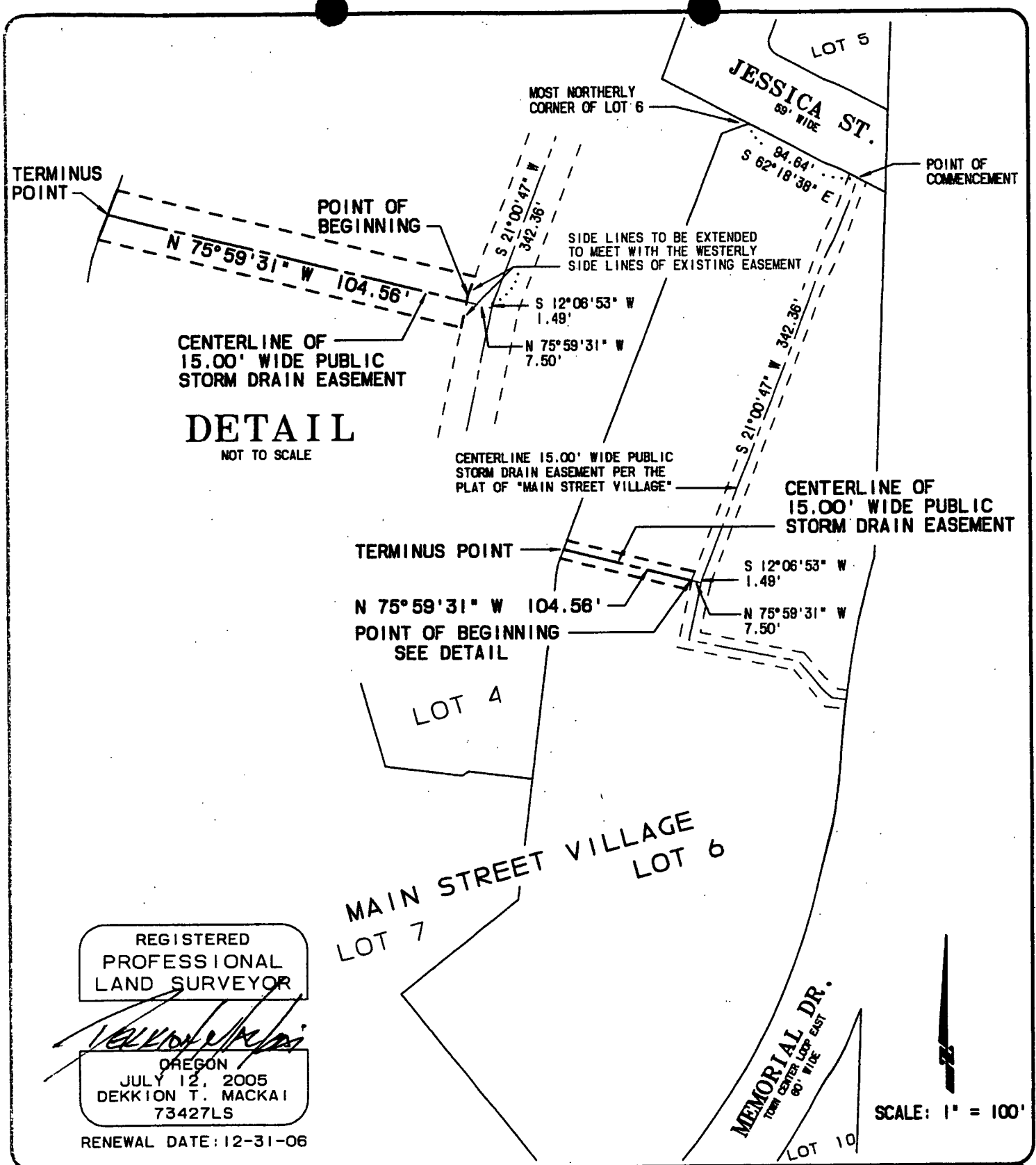
CONTAINING 1,572 SQUARE FEET.

SEE EXHIBIT B - PUBLIC STORM DRAIN EASEMENT.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*  
OREGON  
JULY 12, 2005  
DEKKION T. MACKAI  
73427

EXPIRES: 12-31-06



CENTERLINE OF  
15.00' WIDE PUBLIC  
STORM DRAIN EASEMENT

**DETAIL**  
NOT TO SCALE

CENTERLINE 15.00' WIDE PUBLIC  
STORM DRAIN EASEMENT PER THE  
PLAT OF "MAIN STREET VILLAGE"

CENTERLINE OF  
15.00' WIDE PUBLIC  
STORM DRAIN EASEMENT

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*DeKkion T. Mackai*

OREGON  
JULY 12, 2005  
DEKKION T. MACKAI  
73427LS

RENEWAL DATE: 12-31-06

**W.B. WELLS AND  
ASSOCIATES, INC.**  
SURVEYORS/ENGINEERS/PLANNERS  
4230 N.E. FREMONT STREET  
PORTLAND, OREGON 97213  
PHONE (503) 284-5896  
FAX (503) 284-8530

**EXHIBIT B**  
**PUBLIC STORM DRAIN EASEMENT**  
LOT 6 OF "MAIN STREET VILLAGE"  
SITUATED IN THE NW 1/4 OF SECTION 24, T 3 S, R 1 W, W.M.  
CITY OF WILSONVILLE, COUNTY OF CLACKAMAS, STATE OF OREGON

SCALE: 1" = 100'

DESIGNED:
RESOLVED:
DRAWN: DTM
DATE: 5/02/08
SCALE: 1" = 100'
FILE NO. 05-278
REVISED:



## Fidelity National Title Company of Oregon

1001 SW Fifth Avenue, Suite 400 • Portland, OR 97204  
(503) 223-8338 • FAX (503) 227-8425

### SUPPLEMENTAL SUBDIVISION GUARANTEE FOR THE PROPOSED PLAT OF Village Estates Condominium

ORDER NO.: 01-551591-28

FEE: \$200.00

DATED: June 12, 2006

Fidelity National Title Insurance Company

### GUARANTEES

Any County or City within which the subdivision or proposed subdivision is located:

That the estate or interest in the land which is covered by this Guarantee is:

A Fee

According to the public records which impart constructive notice of matters affecting title to the premises described on Exhibit "One", we find that as of June 5, 2006, at 5:00 p.m. the last deed of record runs to:

Village Estates, LLC, an Oregon limited liability company

We also find the following apparent encumbrances, which include 'Blanket Encumbrances' as defined by ORS 92.305(1), and also easements, restrictive covenants and rights of way.

NOTE: taxes as follows:

**Property taxes for the fiscal year 2005-2006, paid in full.**

Amount:	\$37,898.75
Account No.:	05003167
Map No.:	31W23AD03700
Levy Code:	003-027
Affects:	additional property also

1. City liens in favor of the City of Wilsonville, if any.



2. **Covenants, conditions and restrictions** (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document

Recorded: August 12, 1997, Recorder's No. 97-061188

Said document has been amended by instrument

Recorded: October 9, 2000, Recorder's No. 2000065852

3. The above covenants, conditions and restrictions contain among other things provisions for maintenance obligations and formation of a unit owners association.

4. **Easement and Maintenance Agreement**, including the terms and provisions thereof,

Between: City of Wilsonville and Village at Main Street-Phase I, LLC

Recorded: October 9, 2000, Recorder's No. 2000065853

Said document has been amended by instrument

Recorded: December 22, 2000, Recorder's No. 2000-082007

5. **Covenants, conditions and restrictions**, as shown on the plat of Main Street Village.

Reference is made to said document for full particulars.

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the plat of said property.

Purpose: Waterline

Affects: Northeasterly portion of lot 6, 15 feet in width as delineated on plat

7. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the plat of said property.

Purpose: Public storm drain

Affects: Lot 6, 15 feet in width as delineated on plat

8. **Agreement for and Reservation of Cross Easements and Maintenance Obligations**, including the terms and provisions thereof,

Recorded: May 6, 2004, Recorder's No. 2004-040570

9. **Line of credit Deed of Trust**, to secure an indebtedness as shown below and any other obligation secured thereby:

Amount: \$27,500,000.00  
Dated: May 25, 2004  
Grantor: Village at Main Street- Phase II, LLC, an Oregon limited liability company  
Trustee: Fidelity National Title Company of Oregon  
Beneficiary: First Independent Bank  
Loan No.: 0003746  
Recorded: June 4, 2004, Recorder's No. 2004-050613  
Affects: This and other property

and re-recorded May 4, 2005, Recorder's No. 2005-040406

10. [Intentionally deleted]

11. Leases and/or tenancies, if any.

12.

CC:

Marathon Management, Attn: Robert Johnson  
Stoel Rives LLP, Attn: Pat Kester  
Fidelity National Title Company of Oregon, Attn: Vicki Kryszak  
Land Development, Attn: Toni

We have also searched our General Index for judgments and state and federal liens against the grantees named above and find:

None

Order No. 01-551591-28

This is not a report issued preliminary to the issuance of a title insurance policy. Our search is limited and its use is intended as an informational report only, to be used in conjunction with the development of real property. Liability is limited to an aggregate sum not to exceed \$ 1,000.00.

Fidelity National Title Insurance Company

By:   
Toni Stanhope, Project Coordinator

NOTE - ORS 92.305(1) reads as follows:

"Blanket encumbrance" means a trust deed or mortgage or any other lien or encumbrance, mechanics' lien or otherwise, securing or evidencing the payment of money and affecting more than one interest in subdivided or series partitioned land, or an agreement affecting more than one such lot, parcel or interest by which the subdivider, series partitioner or developer holds such subdivision or series partition under an option, contract to sell or trust agreement.

EXHIBIT "ONE"

The premises are in CLACKAMAS County and are described as follows:

A portion of Lot 6, "MAIN STREET VILLAGE", situated in the Northwest Quarter of Section 24, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, being more particularly described as follows:

Beginning at the initial point, said point being a found 5/8" iron rod with yellow plastic cap marked "W.B. Wells & Assoc. Inc." marking the Southwesterly corner of said Lot 6; thence along the Westerly line of said Lot 6, North 51°17'56" East, a distance of 119.00 feet; thence North 07°00'04" East, a distance of 261.46 feet; thence along the arc of a 49.00 foot radius curve concave to the East through a central angle of 14°00'42" (chord bears North 14°00'26" East, a distance of 11.95 feet), an arc distance of 11.98 feet; thence North 21°00'49" East, a distance of 9.51 feet; thence leaving said Westerly line, South 75°59'31" East, a distance of 99.54 feet; thence South 07°12'29" West, a distance of 300.81 feet; thence South 47°12'04" West, a distance of 168.54 feet to the South line of said Lot 6; thence North 38°42'04" West, along said South line of Lot 6, a distance of 105.89 feet to the initial point.

20

10-11

01-561591

This instrument filed for record by Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

Clackamas County Official Records  
Sherry Hall, County Clerk

2006-048218



\$31.00

00979088200600482180020021

05/26/2006 10:50:37 AM

D-D Cnt=1 Stn=5 BEVL.  
\$10.00 \$11.00 \$10.00

AFTER RECORDING RETURN TO:  
David P. Weiner, Esq.  
1515 SW Fifth Avenue  
Suite 600  
Portland, OR 97201

SEND TAX STATEMENTS TO:  
Village at Main Street - Phase II, LLC  
c/o Robert G. Johnson  
30050 SW Town Center Loop West, Suite 200  
Wilsonville, OR 97070

**BARGAIN AND SALE DEED**

Village at Main Street - Phase III, LLC, Grantor, conveys to Village at Main Street - Phase II, LLC, an Oregon limited liability company, Grantee, all of Grantor's interest in Lot 6 MAIN STREET VILLAGE and Lots 26 and 27, MAIN STREET VILLAGE NO. 2, Wilsonville, Clackamas County, Oregon.

The true consideration for this conveyance consists in whole of other value given.

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 CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY

*[Remainder of this page left intentionally blank]*

OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). ORS 93.040(2).

Dated this 19<sup>th</sup> day of May, 2006.

Village at Main Street - Phase III, LLC

By:

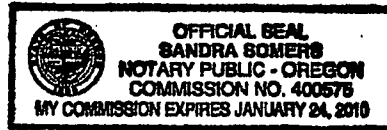
Robert G. Johnson, Manager  
GRANDOR

STATE OF OREGON )  
County of CLATSOP ) ss

On this 18<sup>th</sup> day of May, 2006, before me personally appeared Robert G. Johnson who being duly sworn, stated that he is the Manager of Village at Main Street - Phase III, LLC and acknowledged the foregoing instrument to be its voluntary act and deed.

Sandra Somers  
Notary Public for Oregon  
My commission expires: 1/24/10

SANDRA SOMERS



400575

JANUARY 24, 2010

(2)

Clackamas County Official Records  
Sherry Hall, County Clerk

2006-048219



\$31.00

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05/26/2006 10:50:37 AM

D-D Cnt=1 Stn=5 BEVL  
\$10.00 \$11.00 \$10.00

AFTER RECORDING RETURN TO:  
David P. Weiner, Esq.  
1515 SW Fifth Avenue  
Suite 600  
Portland, OR 97201

SEND TAX STATEMENTS TO:  
Village at Main Street - Phase II, LLC  
c/o Robert G. Johnson  
30050 SW Town Center Loop West, Suite 200  
Wilsonville, OR 97070

**BARGAIN AND SALE DEED**

Henriksen Properties, LLC, an Oregon limited liability company, Grantor, conveys to Village at Main Street - Phase II, LLC, an Oregon limited liability company, Grantee, all of Grantor's undivided fifteen percent (15%) interest in Lots 6 and 7 MAIN STREET VILLAGE and Lots 26 and 27, MAIN STREET VILLAGE NO. 2, Wilsonville, Clackamas County, Oregon. The purpose of this Deed is to terminate that certain Tenancy in Common Agreement dated August 17, 2005, between Grantor and Grantee, recorded August 24, 2005, Clackamas County Fee No. 2005-081215.

SUBJECT TO: All easements, rights-of-way, restrictions and encumbrances of record.

The true consideration for this conveyance consists in whole of other value given.

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 CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY

This instrument filed for record by Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

01-551591

10-10-11

20

OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). ORS 93.040(2).

Dated this 18<sup>th</sup> day of May, 2006, as of January 1, 2006.

Henriksen Properties, LLC

By: [Signature]

Title

manager

GRANTOR

STATE OF OREGON )

County of Washington ) ss

On this 19 day of May, 2006, before me personally appeared Lynn S. Henriksen who being duly sworn, stated that she/he is the Manager of Henriksen Properties, LLC, and acknowledged the foregoing instrument to be its voluntary act and deed.

Laurie J. Elwell  
Notary Public for Oregon

My commission expires: Nov. 22, 2009



LAURIE J ELWELL  
398857



38  
105-11

AFTER RECORDING RETURN TO:  
David P. Weiner, Esq.  
1515 SW Fifth Avenue  
Suite 600  
Portland, OR 97201

Clackamas County Official Records  
Sherry Hall, County Clerk

2006-048220



\$36.00

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05/26/2006 10:50:37 AM

D-D Cnt=1 Stn=5 BEV L  
\$16.00 \$11.00 \$10.00

SEND TAX STATEMENTS TO:  
Village Estates, LLC  
c/o Robert G. Johnson  
30050 SW Town Center Loop West, Suite 200  
Wilsonville, OR 97070

01-561591

**BARGAIN AND SALE DEED**

VILLAGE AT MAIN STREET - PHASE II, LLC, an Oregon limited liability company, Grantor, conveys to VILLAGE ESTATES, LLC, an Oregon limited liability company, Grantee, that certain real property situated in Clackamas County, Oregon, the legal description of which is attached hereto as Exhibit "A" and by this reference incorporated herein.

The true consideration for this conveyance consists in whole of other value given.

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 CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY

This instrument filed for record by Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). ORS 93.040(2).

Dated this 18<sup>th</sup> day of May, 2006.

Village at Main Street - Phase II, LLC

By:

Robert G. Johnson, Manager

GRANTOR

STATE OF OREGON )

County of CLATSOP ) ss

On this 18<sup>th</sup> day of May 2006, before me personally appeared Robert G. Johnson, who being duly sworn, stated that he is the Manager of Village at Main Street - Phase II, LLC and acknowledged the foregoing instrument to be its voluntary act and deed.

Sandra Somers  
Notary Public for Oregon

My commission expires: 1/24/10

SOMERS

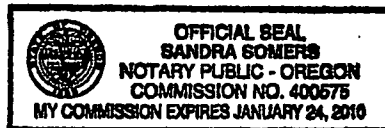


Exhibit "A"

The premises are in CLACKAMAS County and are described as follows:

A portion of Lot 6, "MAIN STREET VILLAGE"; situated in the Northwest Quarter of Section 24, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, being more particularly described as follows:

Beginning at the initial point, said point being a found 5/8" iron rod with yellow plastic cap marked "W.B. Wells & Assoc. Inc." marking the Southwesterly corner of said Lot 6; thence along the Westerly line of said Lot 6, North  $51^{\circ}17'56''$  East, a distance of 119.00 feet; thence North  $07^{\circ}00'04''$  East, a distance of 261.46 feet; thence along the arc of a 49.00 foot radius curve concave to the East through a central angle of  $14^{\circ}00'42''$  (chord bears North  $14^{\circ}00'26''$  East, a distance of 11.95 feet), an arc distance of 11.98 feet; thence North  $21^{\circ}00'49''$  East, a distance of 9.51 feet; thence leaving said Westerly line, South  $75^{\circ}59'31''$  East, a distance of 99.54 feet; thence South  $07^{\circ}12'29''$  West, a distance of 300.81 feet; thence South  $47^{\circ}12'04''$  West, a distance of 168.54 feet to the South line of said Lot 6; thence North  $38^{\circ}42'04''$  West, along said South line of Lot 6, a distance of 105.89 feet to the initial point.

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