

IN THE BOARD OF COMMISSIONERS  
FOR WASHINGTON COUNTY, OREGON

In the Matter of Approving School                     )  
Boundary Change Proposal No. 16-009                 )  
LRP/BC   )  
No. 16-43

RESOLUTION AND ORDER

The above-entitled matter (16-009 LRP/BC) came before the Board at its regular meeting on April 19, 2016; and

It appearing to the Board that staff prepared a report on this proposal, dated April 5, 2016, and included as Exhibit A; and

It appearing to the Board that this proposal involves school district boundary changes between the Beaverton School District (BSD) and the Hillsboro School District transferring approximately 247 acres from HSD to BSD [2S1060000301/ 2S1060000302/ 2S1060000400/ 2S1060000403/ 2S1060000404/ 2S1060000500/ 2S1060000600/ 2S1060000700/ 2S2010000100/ 2S2010000100/ 2S2010000101/ 2S2010000200/ 2S2010000201/ 2S2010000400/ 2S2010000500] and transferring 165 acres from BSD to HSD [1S2230000300/ 1S2230000301/ 1S2230000302/ 1S2230000700/ 1S2230000800/ 1S2230001100/ 1S2230001101/ 1S2230001200/ 1S2230001201/ 1S2230001300/ 1S2230001900/ 1S2230002000/ 1S2230002100/ 1S2230002200/ 1S2230002202/ 1S2230002203/ 1S2230002300/ 1S2230002401/ 1S2230002402/ 1S2230002403/ 1S223AB00100/ 1S223AB00200/ 1S223AB00300/ 1S223AB00400/ 1S223AB00500/ 1S223AB00600/ 1S223AB00700/ 1S223AB00800/ 1S223AB00900/ 1S223AB01000/ 1S223AB01100/ 1S223AB01200/ 1S223AB01300/ 1S223AB01400/ 1S223AB01500/ 1S223AB01600/ 1S223AC02200/ 1S223AC02300/ 1S223AC02400/ 1S223AC02600/ 1S223AC02700/ 1S223AC02800/ 1S223AC02900/ 1S223AC03000/ 1S223AC03100/ 1S223AC03300/ 1S223AC03400/ 1S223AC03500/ 1S223AC03600/ 1S223AC03700],

1 generally depicted in Exhibits B and C and legally described in Exhibit D, incorporated  
2 herein by reference; and

3 It appearing to the Board that 16-009 LRP/BC was initiated by a joint request by  
4 HSD and BSD through resolutions dated December 8 and December 14, 2016,  
5 respectively, and meets the requirements for initiation set forth in ORS 330.092; and

6 It appearing to the Board that the Board is charged with deciding petitions for  
7 school boundary changes pursuant to ORS 330.080; and

8 It appearing to the Board that notice of the meeting was provided pursuant to ORS  
9 330.400; and

10 It appearing to the Board that County staff has reviewed the proposed school  
11 boundary change and determined that it complies with the applicable procedural and  
12 substantive standards and should be approved; and

13 It appearing to the Board that if a remonstrance petition is submitted containing the  
14 signatures of five percent or 500 electors, whichever is less, of the electors of the affected  
15 school district, within 20 days after the date of this order, then the Board shall proceed  
16 with an election as outlined in ORS 330.101; and

17 It appearing to the Board that if no remonstrance petition on the boundary change  
18 is submitted within 20 days after the date of this order, an election under ORS 330.101 is  
19 not required; and


20 It appearing to the Board that if no election is required, then the Board shall  
21 request verification, from the applicant, that the requested boundary changes have been  
22 ratified by the respective Multnomah and Yamhill County district boundary boards, as  
23 required by ORS 330.095 and 330.107, prior to the order becoming effective; now  
24 therefore it is  
25

1 RESOLVED AND ORDERED that Boundary Change Proposal No. 16-009  
2 LRP/BC is approved, based on the analysis and findings set forth in Exhibit A,  
3 incorporated herein by reference; and it is further

4 RESOLVED AND ORDERED that if within 20 days after this meeting a  
5 remonstrance petition is not filed and ratification by the district boundary boards for  
6 Multnomah and Yamhill Counties are obtained, the Board will enter its order approving  
7 the school boundary change.

8 DATED this 19th day of April, 2016.

9 BOARD OF COUNTY COMMISSIONERS  
10 FOR WASHINGTON COUNTY, OREGON


11   
12 CHAIR

	AYE	NAY	ABSENT
13 DUYCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 SCHOUTEN	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15 VALINOWSKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16 ROGERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17 TERRY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

18   
19 RECORDING SECRETARY

20 Date signed: 4-19-16

21 Approved as to form:

22   
23 Sr. Assistant County Counsel for  
24 Washington County, Oregon  
25



# WASHINGTON COUNTY OREGON

April 5, 2016

To: Board of Commissioners

From: Andy Back, Planning and Development Services Manager

Subject: **SCHOOL DISTRICT BOUNDARY CHANGE PROPOSAL NO. 16-009  
LRP/BC BETWEEN BEAVERTON SCHOOL DISTRICT AND  
HILLSBORO SCHOOL DISTRICT**

## STAFF REPORT

**For the April 19, 2016 Board of Commissioners Meeting  
(The public meeting will begin no sooner than 10:00 AM)**

## STAFF RECOMMENDATION

Based on the analysis and findings in this staff report, staff recommends that the Board consider the school boundary transfers between Beaverton School District and Hillsboro School District and **ADOPT** School District Boundary Change 16-009 LRP/BC with the approval becoming effective if no remonstrance petition is submitted and the request is ratified by Multnomah and Yamhill Counties.

## REQUESTED ACTION

It is proposed that parcels totaling approximately 247 acres currently in the Hillsboro School District (HSD) be transferred to the Beaverton School District (BSD) and approximately 165 acres currently in BSD be transferred into HSD.

Applicant: Beaverton School District and Hillsboro School District

Applicant's Representative: Jack Orchard, Ball Janik, LLP

Affected Property: To be transferred into the Beaverton School District  
The area generally located north of SW Scholls Ferry Road between SW Tile Flat Road and SW 175th Avenue (within South Cooper Mountain), specifically identified as the following map and tax lots:  
2S1060000301/ 2S1060000302/ 2S1060000400/ 2S1060000403/  
2S1060000404/ 2S1060000500/ 2S1060000600/ 2S1060000700/  
2S2010000100/ 2S2010000100/ 2S2010000101/ 2S2010000200/  
2S2010000201/ 2S2010000400/ 2S2010000500

**Department of Land Use & Transportation • Long Range Planning Division**

155 N. First Avenue, Suite 350-14, Hillsboro, OR 97124-3072

phone: (503) 846-3519 • fax: (503) 846-4412

To be transferred into the Hillsboro School District

The area generally located north of SW Farmington Road and west of SW 209th Avenue (within South Hillsboro), specifically identified as the following map and tax lots:

1S2230000300/ 1S2230000301/ 1S2230000302/ 1S2230000700/  
1S2230000800/ 1S2230001100/ 1S2230001101/ 1S2230001200/  
1S2230001201/ 1S2230001300/ 1S2230001900/ 1S2230002000/  
1S2230002100/ 1S2230002200/ 1S2230002202/ 1S2230002203/  
1S2230002300/ 1S2230002401/ 1S2230002402/ 1S2230002403/  
1S223AB00100/ 1S223AB00200/ 1S223AB00300/  
1S223AB00400/ 1S223AB00500/ 1S223AB00600/  
1S223AB00700/ 1S223AB00800/ 1S223AB00900/  
1S223AB01000/ 1S223AB01100/ 1S223AB01200/  
1S223AB01300/ 1S223AB01400/ 1S223AB01500/  
1S223AB01600/ 1S223AC02200/ 1S223AC02300/  
1S223AC02400/ 1S223AC02600/ 1S223AC02700/  
1S223AC02800/ 1S223AC02900/ 1S223AC03000/  
1S223AC03100/ 1S223AC03300/ 1S223AC03400/  
1S223AC03500/ 1S223AC03600/ 1S223AC03700

## ENDORSEMENTS

This School District Boundary application was initiated by a joint request by HSD and BSD, including resolutions dated December 8 and December 14, 2016, respectively (Attachment A).

## CITIZEN PARTICIPATION

Notice of this meeting was provided as required by state statute. Pursuant to ORS 330.400 the County is to publish a notice twice in The Oregonian (April 1 and April 8, 2016).

## BACKGROUND

BSD and HSD are proposing a voluntary exchange of areas that currently lie within each district's respective boundary. The districts have been exploring the exchange of territory since May of 2015. A work group made up of representatives from both districts was created to evaluate the impacts associated with the exchange. The work group presented their findings to both School District Boards in fall of 2015. In December 2015, the proposed exchange was agreed upon by both districts. The proposed exchange addresses land located in South Hillsboro that is served by BSD and land located in South Cooper Mountain that is served by HSD (See Exhibit B and C). Both areas contain planned major land development projects. As stated by the applicant "*Exchanging the properties now allows for each development to be served by a single school district, enhancing each development's sense of community and cohesiveness in the future.*" The identified areas are currently sparsely populated allowing the boundary change prior to major development in both areas to minimize student impacts.

The parcels to be exchanged are located inside the Urban Growth Boundary within urban unincorporated Washington County and within the Beaverton city limits. The area to be added to HSD totals approximately 165 acres located in South Hillsboro while the area to be added to BSD is approximately 247 acres in size and located in the South Cooper Mountain area (see Exhibits B and C). The current total assessed value of the area to be transferred into HSD is approximately \$13,451,060 and the area to be transferred into BSD is approximately \$2,927,490.

## **PROCESS**

Pursuant to ORS 330.092(3) a joint request by BSD and HSD initiated this proposal (Case File 16-009 LRP/BC). Washington County's Board of Commissioners (Board) is tasked with reviewing school boundary change requests pursuant to ORS 330.080. After completion of the public meeting the Board may sign an order approving the request; however this order would not be final until it is determined that no remonstrance petition has been submitted and the proposed request have been acknowledged by the Boundary Boards in Multnomah and Yamhill Counties.

Pursuant to ORS 330.101, if a remonstrance petition is submitted within 20 days after the date of this order containing signatures of at least five percent or 500 electors, whichever is less, of the electors of the affected school district, the Board shall proceed with an election. The election shall be in the district(s) in which the remonstrance was submitted to determine if the electors agree or disagree with the school boundary change request. If the majority of voters reject the request, then the Board is required to deny said request.

Pursuant to ORS 330.095(3), if a proposed boundary change affects school district under more than one county, then the request must be submitted to the District Boundary Board of the other affected counties. HSD's boundary also includes parcels in Multnomah and Yamhill Counties. BSD's boundary has parcels in Multnomah County. If no remonstrance petition has been submitted within 20 days after the date of the signed order, the applicant will need to obtain verification that these other counties have ratified this request before the Resolution and Order by the Board is finalized.

Staff finds that this request complies with the requirements of ORS 330 and recommends the Board consider the joint request by BSD and HSD to complete school boundary transfers between these two districts and adopt a Resolution and Order approving the school boundary change, with the approval becoming effective if no remonstrance petition is submitted and the request is ratified by Multnomah and Yamhill Counties.

## **ATTACHMENTS**

Attachment A: BSD/HSD Joint Letter and Resolutions

# HILLSBORO SCHOOL DISTRICT



December 15, 2015

To the Boards of Commissioners of Washington, Multnomah, and Yamhill Counties

Dear Commissioners:

Enclosed with this correspondence are resolutions that have been passed by the School Boards of both Beaverton and Hillsboro School Districts approving the voluntary exchange of defined areas of property (described therein) that currently lie within the districts' respective attendance and legal boundaries.

Hillsboro's School Board approved the proposal to engage in a joint exploration of the possibility of an exchange with Beaverton School District at their May 26, 2015, Board meeting; and Beaverton's Board agreed at their June 1, 2015, Board meeting.

A process for the exploration was also approved by both Boards that involved:

- Creating a working group, comprised of both district superintendents, district deputies/Chief Financial Officers, and School Board Chairs.
- Evaluating the proposal in terms of its purpose; size; impact to current and future students, property owners, and the districts; alignment with strategic and long-range plans in both districts; etc.
- Developing a communication process to include Q&A documents, maps, community meetings, and other opportunities for community feedback.
- Determining a timeline by which a decision will be made, and what the potential decisions might be.

The working group began meeting in September to discuss the initial proposal and compile the necessary data for further exploration. By early October, the group felt they were ready to share the proposal and information they had gathered with community stakeholders. Following these community meetings, both Board Chairs presented the proposal for first reading to their respective Boards at their November meetings. Both Boards then voted on the proposal at their December meetings and passed the resolution approving the exchange (Hillsboro's Board by a vote of 5-2, Beaverton's Board by a vote of 6 to 1).

We believe this process was thorough, neutral and fair. It was the result of a unique opportunity presented by the expansion of the Urban Growth Boundary and concurrent development of two major land development projects: South Hillsboro and South Cooper Mountain, in which both had relatively small pockets of land that were to be served by the other school district and both are currently sparsely populated. Exchanging the properties now allows for each development to be served by a single school district, enhancing each development's sense of community and cohesiveness in the future.

As the superintendents of Hillsboro and Beaverton School District, we take very seriously our responsibility to students, families, and taxpayers. We did not enter into this process lightly and, in the end, felt that an exchange of property was in the best interest of all involved. Our agreement should in no way be seen as precedent-setting or as an expression of a policy governing such matters. If other boundary issues arise in the future, they will be considered under the circumstances existing at that time.

We appreciate your assistance in completing this process in your capacity as the Boundary Board for your respective county.

Thank you,

Mike Scott, Superintendent, HSD

Jeff Rose, Superintendent, BSD



HILLSBORO SCHOOL DISTRICT

## BOARD OF DIRECTORS

### Resolution to Enact Boundary Change

WHEREAS the Hillsboro School District may, from time to time, carry out a review of all or subsections of its geographic boundary, and such a review may involve discussions and collaboration with other school districts adjoining the area under consideration;

WHEREAS the Hillsboro School District 1J and Beaverton School District 48J have engaged in a collaborative conversation based on resolutions previously adopted by both school districts' Boards of Directors;

WHEREAS the districts have reviewed a proposal to take the following described property from the Beaverton School District 48J, and add it to the Hillsboro School District 1J:

1S2230000300	1S2230001201	1S2230002300	1S223AB00600	1S223AB01500	1S223AC02900
1S2230000301	1S2230001300	1S2230002401	1S223AB00700	1S223AB01600	1S223AC03000
1S2230000302	1S2230001900	1S2230002402	1S223AB00800	1S223AC02200	1S223AC03100
1S2230000700	1S2230002000	1S2230002403	1S223AB00900	1S223AC02300	1S223AC03300
1S2230000800	1S2230002100	1S223AB00100	1S223AB01000	1S223AC02400	1S223AC03400
1S2230001100	1S2230002200	1S223AB00200	1S223AB01100	1S223AC02600	1S223AC03500
1S2230001101	1S2230002202	1S223AB00300	1S223AB01200	1S223AC02700	1S223AC03600
1S2230001200	1S2230002203	1S223AB00400	1S223AB01300	1S223AC02800	1S223AC03700
		1S223AB00500	1S223AB01400		

as generally presented in the South Hillsboro study area map;

WHEREAS the districts have reviewed a proposal to take the following described property from the Hillsboro School District 1J, and add it to the Beaverton School District 48J:

2S1060000301	2S1060000403	2S1060000600	2S2010000100	2S2010000201
2S1060000302	2S1060000404	2S1060000700	2S2010000101	2S2010000400
2S1060000400	2S1060000500	2S2010000100	2S2010000200	2S2010000500

as generally presented in the South Cooper Mountain study area map.

WHEREAS the districts have determined that the proposal meets the following criteria:

- *Safety and welfare of the students*  
The proposed change would positively impact the safety and welfare of all students;
- *Neighborhood, community and/or geographic continuity*  
The proposed change would maintain continuity with existing and developing neighborhoods and cities;
- *Prudent stewardship of public resources*  
The proposed change would create a more efficient expenditure of overall public resources;
- *School district facility capacity*  
The proposed change is one that each district's existing and planned facilities can accommodate;

- *Community interest*  
Patrons and community members / leaders share and demonstrate interest in the proposed boundary adjustment;
- *Regional / local growth and development plans*  
The proposed change complements broader regional and local growth and development plans, including existing and projected adjustments to the Urban Growth Boundary and city service plans for undeveloped areas;
- *Timeliness*  
The districts considered this proposal when sufficient information was available to make a decision.

NOW, THEREFORE, BE IT RESOLVED that the Hillsboro School District Board of Directors requests that the Washington County Board of Commissioners transfer the herein-described property between Hillsboro School District 1J and Beaverton School District 48J, as provided in ORS 330.103.

Dated this 8<sup>th</sup> day of December, 2015,

By:



Wayne Clift, Board Chair

Attested By:



Mike Scott, Superintendent

**Resolution to Enact Boundary Change  
Between the Beaverton School District and the Hillsboro School District 12.14.15**

---

WHEREAS the Beaverton School District may, from time to time, carry out a review of all or subsections of its geographic boundary, such a review may involve discussions and collaboration with other school districts adjoining the area under consideration.

WHEREAS the Hillsboro School District 1J and Beaverton School District 48J have engaged in a collaborative conversation based on resolutions previously adopted by both school districts' Boards of Directors.

WHEREAS the districts have reviewed a proposal to take the following described property from the Beaverton School District 48J and add it to the Hillsboro School District 1J:

1S2230000300	1S2230001201	1S2230002300	1S223AB00600	1S223AB01500	1S223AC02900
1S2230000301	1S2230001300	1S2230002401	1S223AB00700	1S223AB01600	1S223AC03000
1S2230000302	1S2230001900	1S2230002402	1S223AB00800	1S223AC02200	1S223AC03100
1S2230000700	1S2230002000	1S2230002403	1S223AB00900	1S223AC02300	1S223AC03300
1S2230000800	1S2230002100	1S223AB00100	1S223AB01000	1S223AC02400	1S223AC03400
1S2230001100	1S2230002200	1S223AB00200	1S223AB01100	1S223AC02600	1S223AC03500
1S2230001101	1S2230002202	1S223AB00300	1S223AB01200	1S223AC02700	1S223AC03600
1S2230001200	1S2230002203	1S223AB00400	1S223AB01300	1S223AC02800	1S223AC03700
		1S223AB00500	1S223AB01400		

As generally presented in the South Hillsboro study area map.

WHEREAS the District has reviewed a proposal to take the following described property from the Hillsboro School District 1J and add it to the Beaverton School District 48J:

2S1060000301	2S1060000403	2S1060000600	2S2010000100	2S2010000201
2S1060000302	2S1060000404	2S1060000700	2S2010000101	2S2010000400
2S1060000400	2S1060000500	2S2010000100	2S2010000200	2S2010000500


As generally presented in the South Cooper Mountain study area map.

WHEREAS the districts have determined that the proposal meets the following criteria:

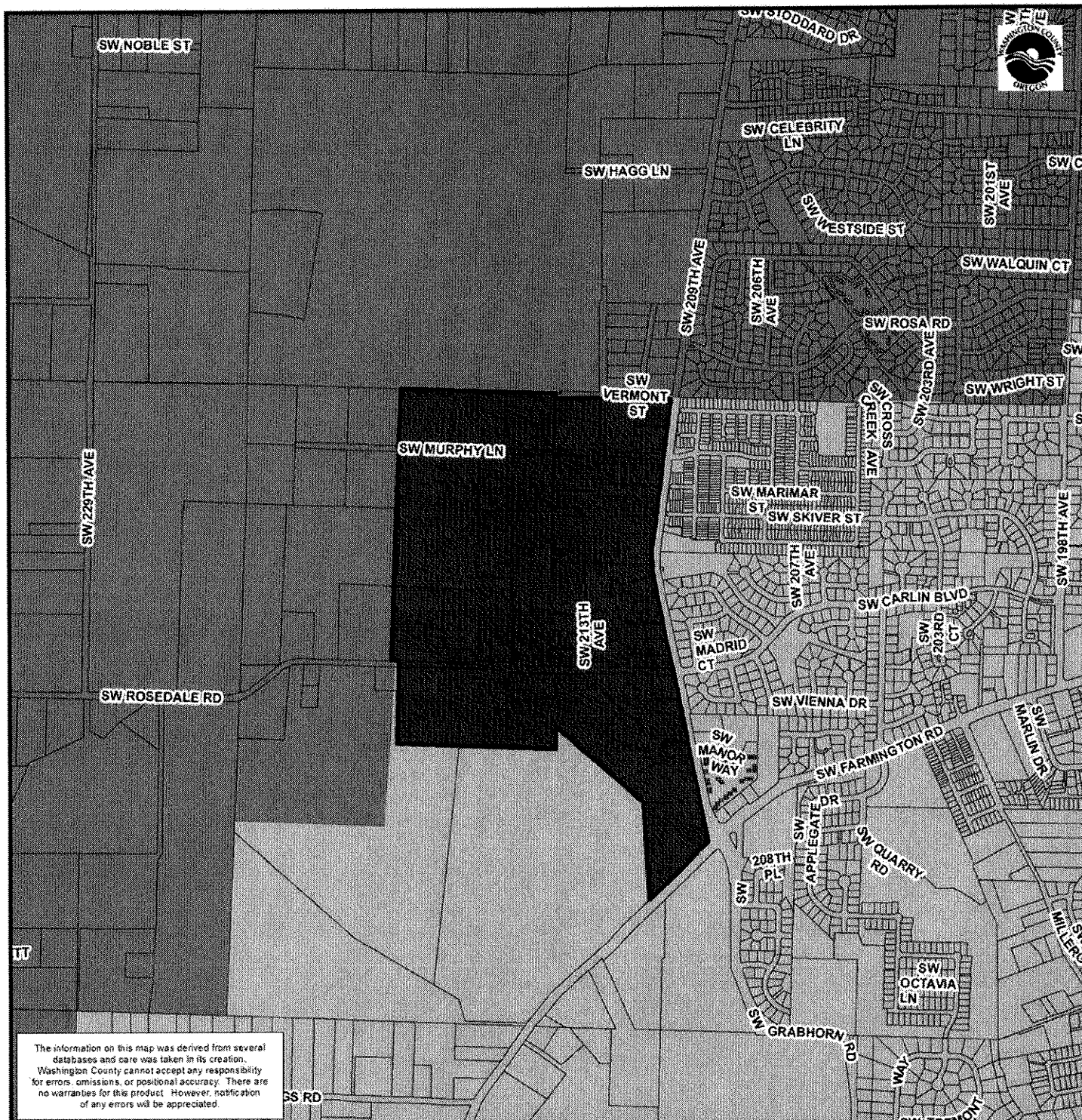
- *Safety and welfare of the students*  
The proposed change would positively impact the safety and welfare of all students.
- *Neighborhood, community and/or geographic continuity*  
The proposed change would maintain continuity with existing and developing neighborhoods and cities.
- *Prudent stewardship of public resources*  
The proposed change would create a more efficient expenditure of overall public resources.
- *School district facility capacity*  
The proposed change is one that each district's existing and planned facilities can accommodate.
- *Community interest*  
Patrons and community members/leaders share and demonstrate interest in the proposed boundary adjustment.
- *Regional/local growth and development plans*  
The proposed change complements broader regional and local growth and development plans, including existing and projected adjustments to the Urban Growth Boundary and city service plans for undeveloped areas.
- *Timeliness*  
The districts considered this proposal when sufficient information was available to make a decision.

NOW, THEREFORE, BE IT RESOLVED that the Beaverton School District Board of Directors requests that the Washington County Board of Commissioners transfer the herein-described property between Hillsboro School District 1J and Beaverton School District 48J as provided in ORS 330.103.

  
\_\_\_\_\_  
Anne Bryan, Board Chair

  
\_\_\_\_\_  
Dr. Jeff Rose, Superintendent

Date: December 14, 2015



## Washington County- Planning and Development Services

## Exhibit B





**16-009**

**BSD / HSD**

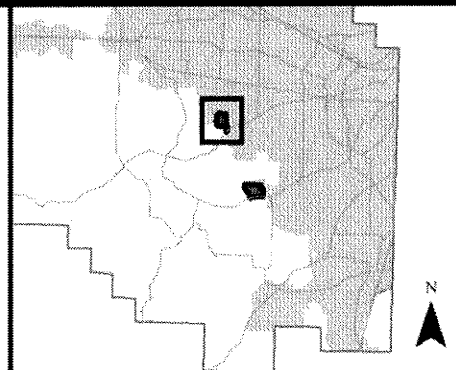
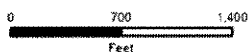
**School District**

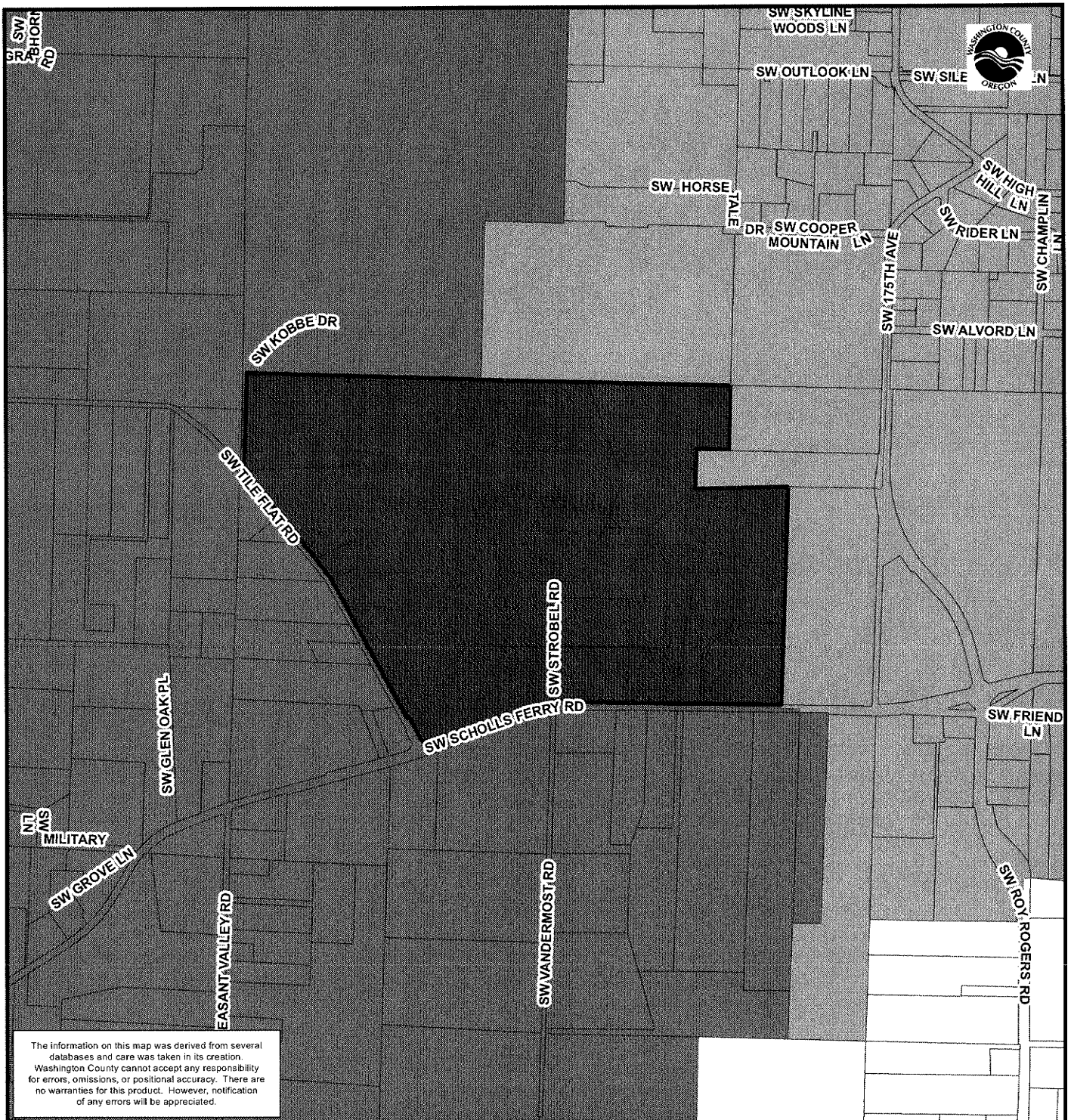
**Boundary Change:**

**North**

-  Properties transferring to Hillsboro School District
-  Hillsboro School Dist
-  Beaverton School Dist
-  Taxlots

1:14,000









## Washington County- Planning and Development Services

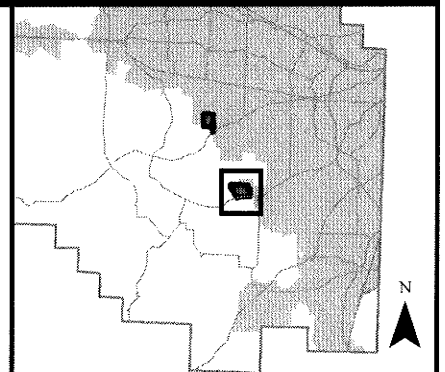
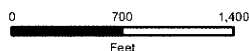
## Exhibit C

**16-009**

**BSD / HSD  
School District  
Boundary Change:  
South**

-  Properties transferring to Beaverton School District
-  Hillsboro School Dist
-  Beaverton School Dist
-  Taxlots

1:14,000



## Legal description for school district boundary change, Beaverton to Hillsboro

A parcel of land in Section 23, Township 1 South, Range 2 West, Willamette Meridian, in Washington County Oregon described as follows:

Beginning at the Northwest corner of lot 2 Fruitdale; thence along the North line of said plat, also being the North line of said Section 23, and also being a portion of the South line of the AJ Masters DLC no.46, East 2300' more or less to the intersection of said Section line and the centerline of SW 209<sup>th</sup> Avenue; thence South 6° 32'30" West along said centerline 1388' to an angle point; thence continuing along said centerline South 13° 29' East 2380' to the intersection of said centerline with the centerline of SW Farmington Road; thence along said centerline South 43° 55' West 519.4' to the intersection of said centerline with the southerly extension of the West line of that property described in Washington County document 92-59102; thence along said extension and said West line North 13° 38' West 658.56' to the Northwest corner thereof, also being the most Easterly Northeast corner of that property described in Washington County document 99-5074; thence along the East lines of said document the following courses: North 52° 06' 45" West 1049', and South 2° 19' 45" East 161.36; thence along the North line of said document and it's extension North 89° 40' West 1332' to the Southwest corner of Washington County document 2015-81871; thence along the West line of said document North 0° 21' 40" West 656.52' to the centerline of SW Rosedale Road; thence along said centerline S 89° 45' E 1.14' to the Southwest corner of lot 13 Fruitdale; thence North along the West lines of lots 13, 12, 9, and 2 Fruitdale to the point of beginning.

ANNEXATION CERTIFIED

BY VF

FEB 03 2015  
2016

WASHINGTON COUNTY A & T  
CARTOGRAPHY

8 INDEX  
15 2 23



## Legal description for school district boundary change, Hillsboro to Beaverton

A parcel of land in Section 1, Township 2 South, Range 2 West and Section 6, Township 2 South, Range 1 West, Willamette Meridian, in Washington County Oregon described as follows:

Beginning at the Northwest corner that property described in Washington County document 2010-39522, said point being on the North line of said Section 1 and ; thence along the North line of said section South  $89^{\circ} 54' 12''$  East 2610.59' to the Northeast corner of said section; thence along the North line of section 6, Township 2 South, Range 1 West, North  $89^{\circ} 19' 46''$  East 1429.52' to the Westerly one sixteenth corner between said Section 6 and Section 31, Township 1 South, Range 1 West, said point also being the Northeast corner of that property described as parcel 1 in Washington County document 94-30668; thence along the East lines of said property South  $0^{\circ} 26' 48''$  East 539.47' to an iron rod; thence South  $89^{\circ} 20' 08''$  West 277.32'; thence South  $0^{\circ} 00' 07''$  East 329.45'; thence leaving the East lines of said property North  $86^{\circ} 38' 14''$  East 801.48' to the Northwest corner of that property described in Washington County document 2013-106702; thence along the West line of said property and its extension South  $0^{\circ} 11' 07''$  West 1885' to the centerline of SW Scholls Ferry Road; thence along said centerline South  $89^{\circ} 11' 07''$  West 1820.89' to a point of curve; thence continuing along said centerline along a 950' radius curve to the left 344.56'; thence South  $69^{\circ} 35' 26''$  West 925.74' to the centerline intersection of said SW Scholls Ferry Road and SW Tile Flat Road; thence South  $72^{\circ} 59' 01''$  West 30.7' to an intersection with the extension of the west right of way line of SW Tile Flat Road and the centerline of SW Scholls Ferry road; thence along the west right of way line of SW Tile Flat Road and its extension the following 3 courses: North  $30^{\circ} 06' 47''$  West 1,637.8', North  $39^{\circ} 48' 08''$  West 498.0', North  $40^{\circ} 25' 08''$  West 575.4' to the Southerly extension of the West line of that property described in Washington County document 2010-39522; thence leaving said west right of way line and along said West line and its extension North  $0^{\circ} 30' 52''$  East 881.60' to the point of beginning.

ANNEXATION CERTIFIED

BY 

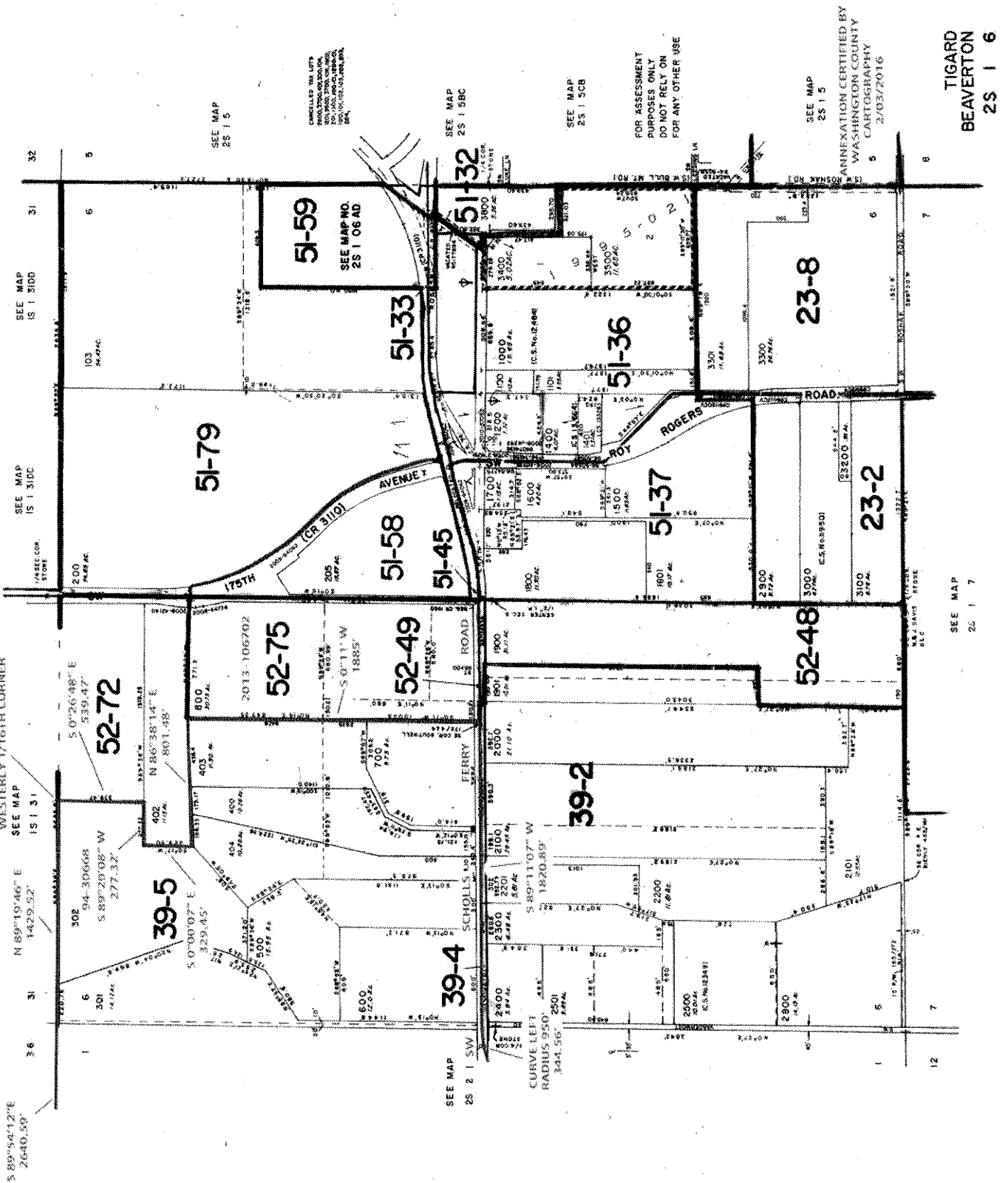
FEB 03 2015  
2016

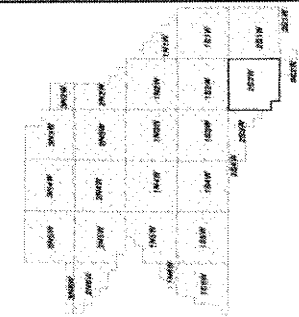
WASHINGTON COUNTY A & T  
CARTOGRAPHY

## WASHINGTON COUNTY OREGON

SCALE 1" = 400'

WESTERLY 1/4TH CORNER





WASHINGTON COUNTY OREGON  
SECTION 01 12S R2W W.M.  
SCALE 1" = 400'

28	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
[WWW.CO.WASHINGTON.ORG](http://WWW.CO.WASHINGTON.ORG)

BS	BA	AB	AA
B	B	A	A
BC	BD	AC	AD
CB	CA	DB	DA
CC	CD	DC	DD

Canceled Taxlots For: 2S201  
2000,801,1401,1402,200,501,201,1403,202,201,  
ANNEXATION CERTIFIED BY  
WASHINGTON COUNTY  
CARTOGRAPHY  
2/03/2016

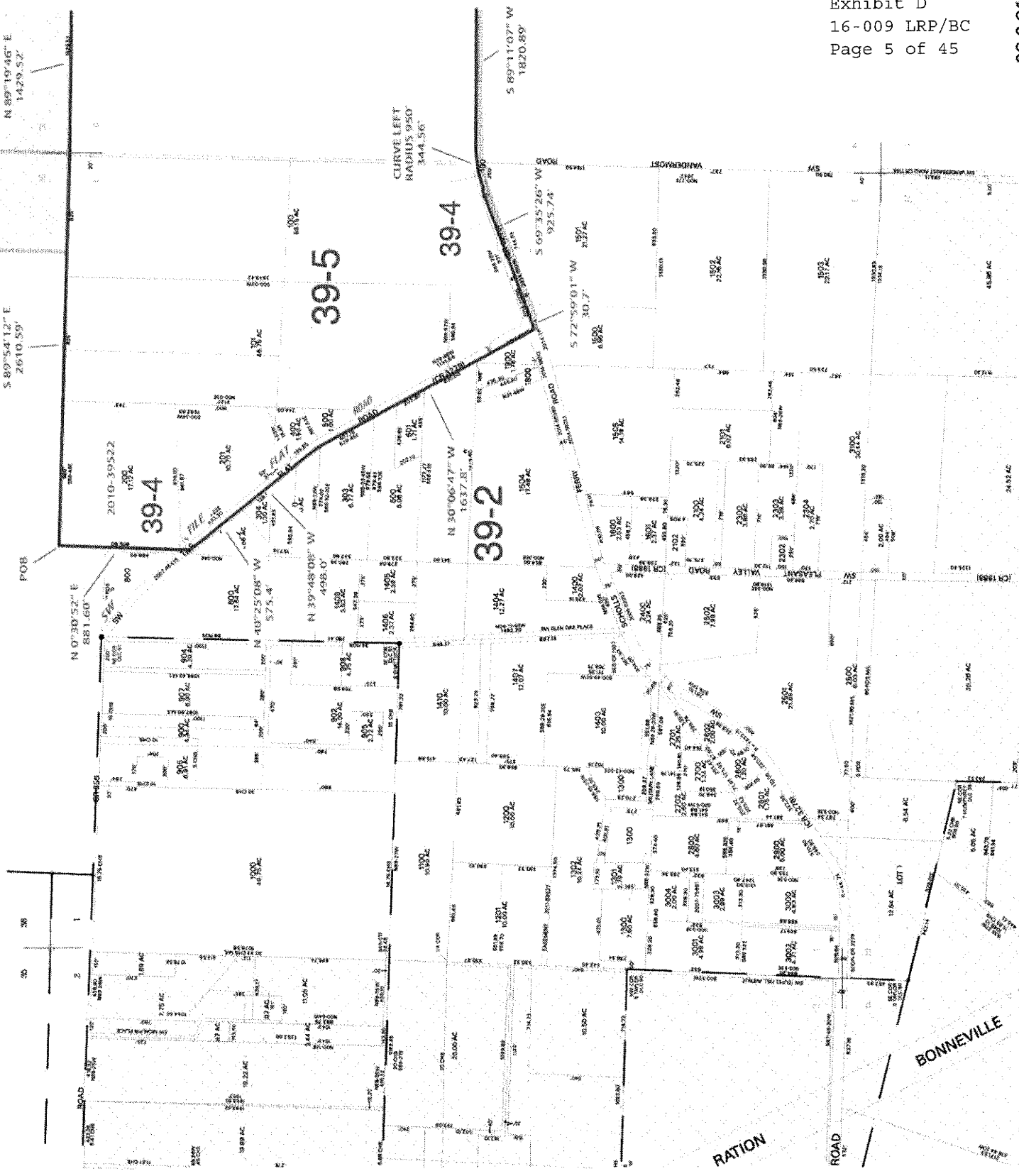
Scale: 1" = 400'

CARTOGRAPHY

PLAT DATE: July 15, 2015  
FOR ASSESSMENT PURPOSES  
DO NOT RELY ON  
ON FOR OTHER USE

Map areas delineated for other purposes or a base map may not be current. This map is for informational purposes only and does not constitute a survey. Please consult the appropriate map for the most current information.

Exhibit D  
16-009 LRP/BC  
Page 5 of 45



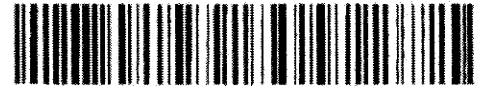
2030  
STEWART TITLE 92903 KK

**RECORDING COVER SHEET**

ALL TRANSACTIONS, PER ORS 205.234 THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING ANY ERROS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF

Exhibit D  
16-009 LRP/BC  
Page 6 of 45

Washington County, Oregon 2010-039522  
05/25/2010 01:23:36 PM  
D-DBS Cnt=1 Stn=7 K GRUNEWALD  
\$20.00 \$5.00 \$11.00 \$15.00 - Total = \$51.00



01484903201000395220040040  
I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



This Space for County Recording Use Only as of

Stewart Title Company of Oregon  
Escrow No. 92903

**AFTER RECORDING RETURN TO:**

name and address of the person authorized to receive the Instrument after recording a required by ORS 205.180(4) And ORS 205.238

John Bierly  
12150 SW Kobbe Dr  
Beaverton, Oregon 97007

**Bargain and Sale Deed**

This document previously recorded 5-17-10 as Fee No. 2010037479 is being re-recorded to correct the legal description at the request of Stewart Title Company.

See attached Exhibit "A" for corrected legal description

1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(a). Note: Transactions as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."  
Bargain and Sale Deed
2. **DIRECT PARTY**, names(s) of the person(s) described in ORS 205.125(1)(b), or **GRANTOR**, as described in ORS 205.160.  
John A. Bierly, Trustee of the John A. Bierly  
Trust under agreement dated October 1, 2001
3. **INDIRECT PARTY**, name(s) of the person(s) described in ORSs 205.125(1)(a), or **GRANTEE**, as described in ORS 205.160.  
John A. Bierly
4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title any real estate and all memoranda of such instruments, reference ORS 93.030.  
\$0.00
5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS** for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260.  
same as above
6. **FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORD or WARRANT**, for instruments to be recorded in County Clerk Lien Records reference ORS 205.123(1)(e).

**EXHIBIT "A"**

Beginning at an iron pipe at the Northwest corner of a certain tract of land as described in Book 407, page 425, Washington County, Oregon Deed Records, said iron pipe bears South 89°48' East 30.0 feet from the North quarter corner of Section 1, Township 2 South, Range 2 West of Willamette Meridian, Washington County, Oregon, and running thence South 0°34' West along the East line of a strip of land used for roadway purposes and recorded in Book 114, page 518, said Deed Records, 805.9 feet to an iron pipe on the Northeasterly line of Tile Flat Road (County Road A-179), thence South 40°22' East along the said Northeasterly line of Tile Flat Road 50.00 feet to a point, thence North 49°38' East 66.66 feet to a point on the Northerly line of a tract of land as described in Document Number 81-29495 of said Deed Records, thence North ~~46°~~ 31' 10" East along the said Northerly line 879.00 feet, more or less, to the Northeast corner thereof, thence North 0°34' East along the East line of said tract of land as described in Book 407, page 425, a distance of 743.00 feet, more or less, to the Northeast corner thereof, thence North 89°48' West along the North line of said tract of land as described in Book 407, page 425, a distance of 960.0 feet to the point of beginning.

\*88°

Washington County, Oregon 2010-037479  
05/17/2010 03:32:32 PM  
D-DBE Cnt=1 Str=8 C MCKINNEY  
\$5.00 \$5.00 \$11.00 \$15.00 - Total = \$36.00



01482600201000374790010014

I, Richard Hobernichte, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernichte, Director of Assessment and Taxation, Ex-Officio County Clerk



After recording return to: (Name, Address, Zip)

John. Bierly  
12150 SW Kobbe Drive  
Beaverton OR 97007

Until requested otherwise, send all tax statements to:  
(Name, Address, Zip)

John. Bierly  
12150 SW Kobbe Drive  
Beaverton OR 97007

SPACE ABOVE RESERVED FOR RECORDER'S USE

**BARGAIN AND SALE DEED  
(Individual Grantor)**

John A. Bierly, Trustee of the John A. Bierly Trust, under agreement dated October 1, 2001, Grantor, conveys to John A. Bierly, Grantee, the following described real property: situated in Washington County, State of Oregon, to-wit:

Beginning at an iron pipe at the Northwest corner of a certain tract of land as described in Book 407, page 425, Washington County, Oregon Deed Records, said iron pipe bears South 89°48' East 30.0 feet from the North quarter corner of Section 1, Township 2 South, Range 2 West of Willamette Meridian, Washington County, Oregon, and running thence South 0° 34' West along the East line of a strip of land used for roadway purposes and recorded in Book 114, page 518, said Deed Records, 805.9 feet to an iron pipe on the Northeasterly line of Tile Flat Road (County Road A-179), thence South 40° 22' East along the said Northeasterly line of Tile Flat Road 50.00 feet to a point, thence North 49° 38' East 66.66 feet to a point on the Northerly line of a tract of land as described in Document Number 81-29495 of said Deed Records, thence North 46° 31' 10" East along the said Northerly line 879.00 feet, more or less, to the Northeast corner thereof, thence North 0°34' East along the East line of said tract of land as described in Book 407, page 425, a distance of 743.00 feet, more or less, to the Northeast corner thereof, thence North 89°48' West along the North line of said tract of land as described in Book 407, page 425, a distance of 960.0 feet to the point of beginning.

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 6 TO 11, CHAPTER 424, OREGON LAWS 2007. 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 6 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true and actual consideration for this conveyance is \$0.00. (Here, comply with the requirements of ORS 93.030.)

Dated this 7th day of April, 2010.

John A. Bierly Trustee  
John A. Bierly, Trustee

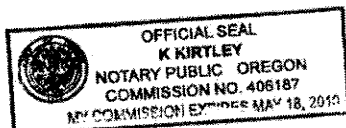
STATE OF Oregon

County of Clackamas

}  
} SS.  
}

This instrument was acknowledged before me on this 7th day of April, 2010 by John A. Bierly, Trustee.

Before me:



[Signature]  
Notary Public for Oregon  
My commission expires May 18, 2013



I, **Richard W. Hobernicht**, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify this to be a true and correct copy of the original.

Date: May 24, 2010

By: A. Dreyer Deputy

105  
5  
11  
Exhibit D  
16-009 LRP/BC  
Page 10 of 45

RECORDING COVER SHEET  
Pursuant to ORS 205.234

After recording return to:

Ball Janik LLP  
101 SW Main Street, Suite 1100  
Portland, OR 97204

Attn: Carole Brock or Bruce Cahn

Washington County, Oregon  
12/23/2013 11:50:21 AM  
D-OC Cnt=1 Stn=12 S PFEIFER  
\$105.00 \$5.00 \$11.00 - Total = \$121.00

2013-106702



01905247201301067020210215

I, Richard Hobernicht, Director of Assessment and  
Taxation and Ex-Officio County Clerk for Washington  
County, Oregon, do hereby certify that the within  
instrument of writing was received and recorded in the  
book of records of said county.

Richard Hobernicht, Director of Assessment and  
Taxation, Ex-Officio County Clerk



Document Title: **Stipulated General Judgment and Order, Case No. C124262CV**

Grantor/Plaintiff: BEAVERTON SCHOOL DISTRICT NO. 48J, a Public School District of the  
State of Oregon

Grantee/Defendants: HAROLD K. WARD REVOCABLE TRUST, dated December 17, 1992, by  
and through DAVID B. WARD, SUCCESSOR TRUSTEE; RESIDUARY CREDIT  
SHELTER TRUST under the Last Will of Alma M. Ward, dated January 30,  
1985, by and through DAVID B. WARD, CO-TRUSTEE, and HAL K. WARD,  
CO-TRUSTEE; and WARD PROPERTIES, LLC, an Oregon limited liability  
company

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED  
INSTRUMENT FOR RECORDING. ANY ERRORS CONTAINED IN THIS COVER SHEET DO NOT  
AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

FILED  
OREGON JUDICIAL DEPARTMENT  
WASHINGTON COUNTY

2013 NOV 22 PM 4:19

**IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF WASHINGTON**

BEAVERTON SCHOOL DISTRICT NO. 48J, a  
Public School District of the State of Oregon,

Plaintiff,

v.

HAROLD K. WARD REVOCABLE TRUST,  
dated December 17, 1992, by and through DAVID  
B. WARD, SUCCESSOR TRUSTEE;  
RESIDUARY CREDIT SHELTER TRUST under  
the Last Will of Alma M. Ward, dated January 30,  
1985, by and through DAVID B. WARD, CO-  
TRUSTEE, and HAL K. WARD, CO-TRUSTEE;  
and WARD PROPERTIES, LLC, an Oregon  
Limited Liability Company

Defendants.

Case No. C124262CV

**STIPULATED GENERAL  
JUDGMENT AND ORDER**

The parties hereto, Plaintiff Beaverton School District No. 48 J (the "District") and Defendants Harold K. Ward Revocable Trust, dated December 17, 1992, by and through David B. Ward, successor trustee, Residuary Credit Shelter Trust under the Last Will of Alma M. Ward, dated January 30, 1985, by and through David B. Ward, co-trustee and Hal K. Ward, co-trustee, and Ward Properties, LLC (collectively, the "Ward Trust Defendants"), hereby stipulate to the entry of a General Judgment pursuant to ORCP 67 F in the above matter.

On September 10, 2013, the District served an Offer of Compromise pursuant to ORS 35.300(1) in the amount of Three Million Six Hundred Eighty-seven Thousand, Six Hundred dollars (\$3,687,600) as just compensation for its acquisition of 30.73 acres of property in Washington County (the "Property") to be taken from the Ward Trust Defendants in this matter, which reflects a value of One Hundred Twenty Thousand dollars (\$120,000) per acre. The Offer

1 of Compromise did not specifically include costs, disbursements, attorneys' fees and expenses,  
2 which would be addressed under ORS 35.500(2) and ORCP 68.

3 This condemnation action came on for trial on September 24, 2013, on the Amended  
4 Complaint of the District to acquire the Property from the Ward Trust Defendants before the  
5 Honorable Judge Suzanne M. Upton. The District appeared by and through its counsel, Bruce H.  
6 Cahn and Trista N. Speer. The Ward Trust Defendants appeared by and through their counsel,  
7 Richard S. Yugler and Christine N. Moore.

8 Prior to empanelling a jury, the court held hearings on various pretrial motions and made  
9 rulings on certain Motions in Limine of the parties. Before the completion of pretrial matters  
10 and before further proceedings before the court, the Ward Trust Defendants' requested the  
11 District, in open court, waive the time provision of ORS 35.300(1) for the Ward Trust  
12 Defendants' acceptance and filing of the District's Offer of Compromise, at which time the Ward  
13 Trust Defendants accepted the Offer of Compromise and the District received, accepted and  
14 ratified the written acceptance delivered by the Ward Trust Defendants. The District further  
15 agreed in open court that Ward Trust Defendant beneficiary Deanna Pretlow and her spouse,  
16 who presently reside on the Property, be permitted to reside on the Property without rent, cost, or  
17 expense, until such persons relocate, which will occur within approximately 120 days of the  
18 withdrawal of just compensation payable to the Ward Trust Defendants. The original Offer of  
19 Compromise and Acceptance thereof, signed by the Ward Trust Defendants, is attached hereto as  
20 Appendix A, and is made a part hereof.

21 NOW THEREFORE, pursuant to the Acceptance of the Offer of Compromise and its  
22 authority under ORS Chapter 35, the court hereby orders, adjudges and decrees that the parties  
23 shall have, take, and recover judgment as follows:

24 1. The District shall immediately appropriate the Property presently owned by the  
25 Ward Trust Defendants which is more particularly described on Appendix B hereto, which is  
26 made a part hereof by this reference, for the District's sole and exclusive benefit, conditioned

1 solely upon the District's payment into court of the amount of Three Million Six Hundred  
2 Eighty-seven Thousand, Six Hundred dollars (\$3,687,600) as just compensation for its taking of  
3 the Property. Such appropriation includes and conveys any and all rights that the Ward Trust  
4 Defendants have in the Property.

5           2. Upon the deposit of the just compensation into court, this judgment shall be  
6 effective without any further act or undertaking to convey to the District any right, title or  
7 interest of the Ward Trust Defendants in the Property, including the right of possession thereof,  
8 in its present physical condition, "as is" with all faults and defects and without any express or  
9 implied warranties by the Ward Trust Defendants, and the Ward Trust Defendants shall have,  
10 take and recover all right, title and interest in and to such funds while such the deposit remains in  
11 the control of the court. Notwithstanding the above, nothing in this paragraph will be construed  
12 to waive or modify the application of 42 USC §9601 (35)(A)) and 42 USC §9607 (b) to the  
13 District.

14           3. The court may distribute all or any part of the funds paid into court on account of  
15 this judgment upon such terms and conditions as may appear just and reasonable. The District  
16 shall receive such right, title and interest in the property regardless of the claim of any entity or  
17 party to withdraw the just compensation deposited into the court pursuant to Paragraph 2 above.  
18 The disposition of such funds shall be addressed in a supplementary proceeding, if necessary,  
19 without the District's participation. Such proceeding shall be separate and apart from the  
20 conveyance of the Property to the District.

21           4. The Ward Trust Defendants do not waive, release or discharge, and hereby  
22 expressly reserve, retain, and preserve any and all rights of repurchase pursuant to ORS  
23 35.385(2) should the District fail to make use of all or any portion of Property for the public  
24 purpose for which it has been acquired pursuant to District Resolution 12-133, as amended,  
25 attached as Appendix C and made a part hereof by this reference. The parties specifically  
26 stipulate and agree, the court hereby adopts, that such period of use shall be for ten (10) years

commencing on July 6, 2012 and concluding on July 5, 2022, unless extended by written agreement of the parties and amendment of this judgment by the court to reflect such extension or upon a showing to the court that such an extension is warranted. The right of repurchase may be exercised by the Ward Trust Defendants or their designee as provided in ORS 35.400 pursuant to ORS 35.385 through 35.415.

5. The Ward Trust Defendants shall not be entitled to appeal from this Stipulated General Judgment, or from any prior ruling or decision of the court in this matter, under ORS 35.355 and ORS 35.365.

6. Ward Trust Defendants' beneficiary Deanna Pratlow and her spouse may continue to reside on the Property pursuant to the terms of the Licensee Agreement attached hereto as Appendix D for up to 120 days of the withdrawal of funds under Paragraph 3 above.

7. Pursuant to the terms of the Offer of Compromise, the Ward Trust Defendants shall be awarded costs and disbursements, including attorneys' fees and expenses, as determined by the court to have been incurred before service of the Offer of Compromise on the Ward Trust Defendants under ORS 35.300(2). Said costs, disbursements, attorneys' fees and expenses shall be in an amount to be determined by the court pursuant to ORCP 68 and ORS 20.075(2), and set forth in a Supplemental Judgment in this matter.

DATED November 22, 2013

By:

The Honorable Suzanne M. Upton  
Circuit Court Judge

Submitted by:

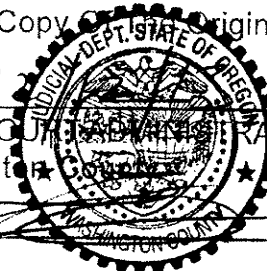
BALL JANIK LLP

Jack L. Orchard, OSB #72188  
Bruce H. Cahn, OSB #93545  
Of Attorneys for Beaverton School District  
No. 48J

Certified To Be A True And  
Correct Copy of Original

Date 1/2/14  
TRIAL COURT CLERK  
Washington County

By:



Page 4 - GENERAL JUDGMENT AND ORDER

BALL JANIK LLP  
One Main Place  
101 Southwest Main Street, Suite 1100  
Portland, Oregon 97204-3219  
Telephone 503-228-2525

\\ODMA\PCDOCS\PORTLAND\921839\7

9/10/13

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF WASHINGTON

BEAVERTON SCHOOL DISTRICT NO. 48J,  
a Public School District of the State of Oregon,

Plaintiff,

v.

HAROLD K. WARD REVOCABLE TRUST,  
dated December 17, 1992, by and through  
DAVID B. WARD, SUCCESSOR TRUSTEE;  
RESIDUARY CREDIT SHELTER TRUST  
under the Last Will of Alma M. Ward, dated  
January 30, 1985, by and through DAVID B.  
WARD, CO-TRUSTEE, and HAL K. WARD,  
CO-TRUSTEE

Defendants.

Case No. C124262CV

**PLAINTIFF'S OFFER OF  
COMPROMISE**

Pursuant to ORS 35.300(1), plaintiff Beaverton School District No. 48J hereby serves this Offer of Compromise in the condemnation action currently set for trial on September 24, 2013 upon defendants, and hereby offers to defendants the sum of Three Million Six Hundred and Eighty-seven Thousand, Six Hundred dollars (\$3,687,600) as just compensation for the property to be taken in this matter, which reflects a value of One Hundred and Twenty Thousand dollars (\$120,000) per acre. This Offer of Compromise does not specifically include costs, disbursements, attorneys' fees and expenses, which will be addressed under ORS 35.500(2) as outlined below. Pursuant to ORS 35.300(1), defendants have three (3) days from the date this Offer of Compromise was served to accept this Offer of Compromise and file such acceptance,

Page 1 - PLAINTIFF'S OFFER OF COMPROMISE

1 along with a copy of the offer, with the clerk of the court. If accepted and filed in the time  
2 allowed, defendants may submit any claim for costs, disbursements, attorneys' fees or expenses  
3 incurred prior to the date of service of this Offer of Compromise to the Court as provided in  
4 ORS 35.300(2), and plaintiff reserves the right to be heard regarding the reasonable amount of  
5 any claim by defendants for costs, disbursements, attorneys' fees or expenses.

6 Defendants, or counsel on behalf of defendants, must sign this Offer of Compromise  
7 within the time allowed under ORS 35.300(1) for it to be accepted. If this Offer of Compromise  
8 is not accepted and filed within that time, it shall be deemed withdrawn.

9  
10 DATED: September 10, 2013

Respectfully submitted,

11  
12 By: 

13 Jack L. Orchard, Jr., OSB No. 721888  
14 Bruce Cahn, OSB No. 935450  
15 Trista Speer, OSB No. 105997  
16 BALL JANIK LLP  
17 101 SW Main Street, Suite 1100  
18 Portland, OR 97204  
19 Telephone: 503.228.2525  
20 Facsimile: 503.295.1058  
21 Email Address: jorchard@balljanik.com  
22 Email Address: bcahn@balljanik.com  
23 Email Address: tspeer@balljanik.com  
24 Of Attorneys for Plaintiff Beaverton School  
25 District No. 48J  
26

Page 2 - PLAINTIFF'S OFFER OF COMPROMISE

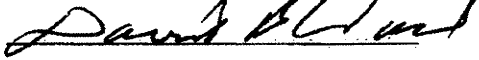
**ACCEPTANCE**

Defendants HAROLD K. WARD REVOCABLE TRUST, dated December 17, 1992, by and through DAVID B. WARD, SUCCESSOR TRUSTEE; RESIDUARY CREDIT SHELTER TRUST under the Last Will of Alma M. Ward, dated January 30, 1985, by and through DAVID B. WARD, CO-TRUSTEE, and HAL K. WARD, CO-TRUSTEE, (collectively, "defendants"), hereby accept plaintiff's Offer of Compromise to be entered against plaintiffs as the just compensation for the defendants' property, and in favor of defendants, for a total of Three Million Six Hundred and Eighty-seven Thousand, Six Hundred dollars (\$3,687,600), not including costs, disbursements, attorneys' fees and expenses. If timely filed, defendant's may submit any claim for costs, disbursements, attorney fees and expenses as provided in ORS 35.300(2), and plaintiff reserves the right to be heard regarding the reasonable amount of any claim by defendants for costs, disbursements, attorney fees and expenses.

Defendants, or counsel on behalf of defendants, hereby accept plaintiff's Offer of Compromise.

ACCEPTED BY:

HAROLD K. WARD REVOCABLE TRUST, dated December 17, 1992, by and through DAVID B. WARD, SUCCESSOR TRUSTEE



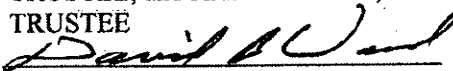
By: \_\_\_\_\_

Its: \_\_\_\_\_

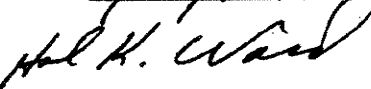
Dated: 9/24/2013

ACCEPTED BY:

RESIDUARY CREDIT SHELTER TRUST under the Last Will of Alma M. Ward, dated January 30, 1985, by and through DAVID B. WARD, CO-TRUSTEE, and HAL K. WARD, CO-TRUSTEE

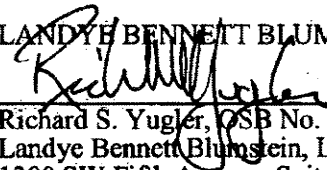


Dated: 9/24/2013



1 Or, on behalf of defendants, plaintiff's Offer of Compromise dated September 10, 2013,  
2 is hereby ACCEPTED BY:

3  
4  
5 LANDYE BENNETT BLUMSTEIN, LLP

6   
Richard S. Yugler, OSB No. 804167  
7 Landye Bennett Blumstein, LLP  
1300 SW Fifth Avenue, Suite 3500  
8 Portland, OR 97201  
Telephone: (503) 224.4100  
9 Facsimile: (503) 224.4133  
Email: ryugler@lbblawyers.com

Dated: 9/24/13

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Page 2 - ACCEPTANCE

\\ODMA\PCDOCS\PORTLAND\918083\1

Ball Janik LLP  
101 SW Main Street, Suite 1100  
Portland, Oregon 97204-3219  
Telephone 503.228.2529

Exhibit A  
Page 4 of 5

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing **PLAINTIFF'S**

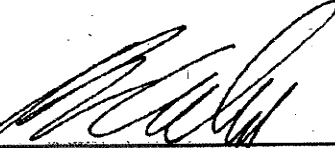
**OFFER OF COMPROMISE and ACCEPTANCE:**

<input type="checkbox"/>	U.S. POSTAL SERVICE
<input type="checkbox"/>	FACSIMILE SERVICE
<input type="checkbox"/>	ELECTRONIC MAIL
<input checked="" type="checkbox"/>	ARRANGING FOR HAND DELIVERY
<input type="checkbox"/>	OVERNIGHT MAIL.

addressed to the following named attorney(s) at their last known address(es) on the date stated below:

Richard S. Yugler  
Christine N. Moore  
Landye, Bennett & Blumstein  
1300 SW Fifth Avenue, Ste. 3500  
Portland, OR 97201  
Fax: (503) 224-4133  
ryugler@lbbllawyers.com

DATED: September 10, 2013

By   
Bruce H. Cahn, OSB No. 935450

Order No.: 472512499255TO-CTOR

**EXHIBIT "A"**

**Parcel I:**

Beginning at the Southeast corner of the Miles and Jane Davies Donation Land Claim in Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon; and running thence North 184 rods to the Southeast corner of that certain tract of land conveyed to Charles M. Kulbel, by deed recorded in Book 143, Page 481, Deed Records, Washington County, Oregon; thence West 40 rods along the South line of said Kulbel tract to the Southwest corner thereof; thence South 184 rods to the South line of said above mentioned Donation Land Claim; thence East 40 rods to the point of beginning;

EXCEPTING THEREFROM that certain portion of the above described property conveyed to Lillie A. Sanderson by deed recorded in Book 325, Page 275, Deed Records, Washington County, Oregon, and described as follows:

Beginning at the one-quarter corner on the South line of Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon; and running thence West on the South line of said section 660.0 feet; thence North to the South line of Scholls Ferry Road; thence East along the South line of Scholls Ferry Road to a point on the East line of the West one-half of said Section 6; thence South on the line between the East and West halves of said section to the point of beginning.

**Parcel II:**

Beginning at a point on the East line of the West one-half of Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, said beginning point being South 0°16' West 1894.9 feet from the Northeast corner of said West one-half of said Section 6, and from which beginning point an iron pipe bears North 89°28' West 20 feet; running thence along said East line of the West one-half of said Section 6, South 0°16' West 680.1 feet to a stone at the Northeast corner of that certain tract conveyed to Charles M. Kulbel by deed recorded in Book 128, Page 179, Deed Records, Washington County, Oregon; thence along the North line of said Kulbel tract, North 89°29' West 660 feet to an iron pipe at the Northwest corner thereof; thence North 0°11' East 680.1 feet to an iron pipe; thence South 89°28' East 680.99 feet to the point of beginning.

**Parcel III:**

Beginning at an iron pipe at the Northwest corner of that certain tract of land in the Northwest one-quarter of Section 6, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, conveyed to Chas M. Kulbel by deed recorded in Book 143, Page 481, Deed Records, Washington County, Oregon; and running thence on a continuation of the North line of said Kulbel land North 89°28' West, 130.2 feet to an iron pipe; thence South 0°11' West along a line parallel to the West line of said Kulbel land, and same continued, a distance of 1003.5 feet to a point in the center of County Road known as Scholls Ferry Road; thence South 89°28' East along the center of said road a distance of 130.2 feet to the West line of that certain tract of land conveyed to Charles M. Kulbel by deed recorded in Book 128, Page 179, Deed Records, Washington County, Oregon; thence North 0°11' East along the West line of said Kulbel tract, a distance of 1003.5 feet to the place of beginning.

**Parcel IV:**

Beginning at an iron pipe on the Westerly boundary of County Road No. 343, which in part bears North 89°28' West 20.0 feet from the Northeast corner of that certain tract of land conveyed to Charles M. Kulbel and Elizabeth Kulbel by deed recorded on Page 481 of Volume 143 of Deed Records of Washington County, Oregon; thence North 89°28' West along the North line of said Kulbel tract, a distance of 641 feet to an iron pipe at the Northeast corner of that certain tract of land conveyed to Charles M. Kulbel and Elizabeth Kulbel by deed

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**EXHIBIT "A"**  
(Continued)

recorded on Page 194 of Volume 152 of Deed Records of Washington County, Oregon; thence continuing North 89°28' West 130.2 feet to an iron pipe at the Northwest corner of said Kulbel tract; thence North 0°16' East 847.25 feet to an iron pipe; thence South 89°28' East 791.2 feet to an iron pipe on the Westerly boundary of County Road Number 343; thence South 0°16' West on said Westerly boundary 847.25 feet to the place of beginning

FDOR0553.rdw

**BEAVERTON SCHOOL DISTRICT RESOLUTION 12-133**

WHEREAS, the Beaverton School District continues to experience increases in student enrollment at all grade levels thus continuing the need to add additional school facilities and;

WHEREAS, the District has completed their periodic update to their Long Range Facility Plan (Reference A) which was adopted by the School Board on June 7, 2010 as required by ORS 195.110 and;

WHEREAS, the City of Beaverton and Washington County have acknowledged the Long Range Facility Plan as part of their Comprehensive Plans and;

WHEREAS, the School Board reaffirms that high school students residing within the District should have the choice to attend a comprehensive high school. (Historically, an overwhelming majority have exercised this choice.) The School Board further reaffirms that a comprehensive high school should be located on a land parcel of approximately forty (40) acres in size, in order to accommodate a complete high school curriculum and extra-curricular activities; and

WHEREAS, the Long Range Facility Plan shows a current comprehensive high school student capacity in permanent building space of 9,340 students and;

WHEREAS, comprehensive high school enrollment was 9,548 as of September 30, 2011 and is predicted to increase by 1.11% per year based on historical data and projections as prepared by Portland State University Population Research Center and;

WHEREAS, high school enrollment has eclipsed high school capacity (excluding portables) and;

WHEREAS, the deliberative process, involving the community, multiple other government agencies, and professional consultants, of acquiring land, obtaining entitlement from authorities having jurisdiction, programming, planning, obtaining financing, developing construction documents, bidding, constructing, and outfitting a comprehensive high school for 2,200 students requires at least five years and;

WHEREAS, the District presently has no undeveloped high school sites under its ownership or control and,

WHEREAS, the District does have capital funds available from the 2006 General Obligation Bond specifically earmarked for the acquisition and entitlement of a comprehensive high school site and;

WHEREAS, the School Board prefers to align school attendance boundaries with logical communities of interest on a geographic basis, as much as practical; and;

WHEREAS, significant future growth of the District's high school enrollment is projected to occur in the Northwest and Southwest quadrants of the District; and

WHEREAS, the School Board has determined that because of the existing and projected comprehensive high school enrollment and because the District's Southwest quadrant is a targeted growth area for the City of Beaverton, it is important to the District's educational objectives that a comprehensive high school site be acquired within the District's Southwest quadrant to serve present and future needs; and

WHEREAS, a comprehensive high school site must satisfy several siting criteria, including size, topography, environmental conditions, location, configuration, geotechnical conditions and utility accessibility in order to provide a cost-effective, feasible and suitable site; and

WHEREAS, the District is unable to identify a parcel or parcels of sufficient size for a comprehensive high school within the District and within the Metro Urban Growth Boundary (Attachment 1) other than the Harold Ward Revocable Living Trust and The Residuary Credit Shelter Trust, hereafter the Trust, parcel and a portion of the adjoining parcel of sufficient size and appropriate location, representing an appropriate and economic acquisition of property for District needs and;

WHEREAS, the District has had conceptual site plans which outline the development of the comprehensive high school including on and off site improvements, utilities, and transportation prepared (Reference B) which demonstrate that the Trust parcel and a portion of the adjacent site provide for the greatest public good with the least private injury under the circumstances and;

WHEREAS, the District has made direct and repeated efforts to work cooperatively with the Trust to obtain its parcel for a reasonable and fair cost on a negotiated basis and;

WHEREAS, the School Board must purchase high school sites which are optimal sites over the long-term, indicative of the District's commitment to preserving and using such sites for many years; and

WHEREAS, the District's existing high school sites range in continuous usage from Beaverton High School (112 years) to Sunset High School (53 years) to Aloha High School (44 years) and Westview High School (18 years) and Southridge High School (13 years), with the two latter schools reflecting the District's recent rapid growth and the pre-existing purchase of those schools' sites well in advance of enrollment pressures.

WHEREAS, the School Board has received no practical or feasible alternatives to the Trust parcel which would satisfy the District's criteria for an appropriate, efficient and effective comprehensive high school site;

WHEREAS, the District has confirmed, through its appraisers and other real estate professionals, that the cost of raw land within the District's boundary and the Metro Urban Growth Boundary suitable for comprehensive high school sites is extremely difficult to identify and acquire for a reasonable price on a negotiated basis and;

WHEREAS, the School Board believes that it is in the best interest of the students, patrons and taxpayers of the District to acquire without delay property

capable of serving as a site for a comprehensive high school to serve the District's needs;

NOW THEREFORE, the School Board hereby FINDS as follows:

a. Based upon the foregoing information and the policies of the District, this is an appropriate time to acquire the Trust parcel for the future comprehensive high school construction so that an identified school site will be available to the District as enrollment increases that warrant a bond measure request for construction of a new comprehensive high school facility in this area.

b. The Trust parcel is largely unimproved. It qualifies as a vacant site, affording the District the flexibility necessary for high school siting. It is adjacent to property through which a new road extension was constructed, making this locale highly suitable for its accessibility, transportation improvements and utility installations. The Trust property will not require redevelopment.

c. In numerous discussions with the Trust's representatives and its legal counsel, it is clear that the Trust property is available for immediate sale, has been marketed and is being targeted for development by its owners on the assumption that it will be included in the Metro Urban Growth Boundary. Therefore, District acquisition at fair market value would be consistent with the Trust's intended use of the property and would cause no material injury to the Trust under these circumstances. This makes the Trust property unique when compared to other possible acquisitions.

d. Identified funds earmarked in the 2006 General Obligation Bond Measure presently exist to acquire such a comprehensive high school site.

e. The time line for development of a new comprehensive high school and financial prudence indicates that immediate acquisition is appropriate in light of the current desirable costs of real property and the unavailability of parcels suitable for District needs within the District. Under any realistic scenarios presented to the School Board, residential growth and increased student enrollment will continue within District. The District needs to be ready to meet these demands on the school facilities.

f. The District's administrative staff has evaluated the property, including on-site inspections. The administrative staff has also evaluated the property in comparison to other alternative sites and has had a knowledgeable, outside consultant perform an independent alternatives evaluation. Both staff and the consultant have concluded that the Trust property offers the most optimal high school siting location, best satisfying siting criteria and the School Board's policies for high school siting.

g. District administrative staff and consultants have developed a conceptual plan for the new comprehensive high school, generally shown on Reference B, which the Board believes is an appropriate site for such purposes and which should be actively pursued by the District.

h. No practical alternatives exist to acquire real property within the District which in the School Board's good faith judgment better provides for the greatest public good with the least private injury under the circumstances now facing the District. Assemblages are costly and problematic, large sites meeting District criteria are largely non-existent and subject the District to potentially expensive acquisition costs.

i. The Trust property will not, itself, be sufficient for a complete high school site. However, the adjacent property is under a single ownership and can be efficiently aggregated with the Trust property to create a site meeting key criteria. This can be done without acquiring more property than necessary nor causing material detriment to the adjacent owner's property. Such an assemblage of properties is not feasibly available elsewhere, nor would another assemblage satisfy District siting criteria as well as the Trust property and the adjacent property.

As a consequence of the above Findings and background information, the School Board HEREBY RESOLVES and directs the District's Superintendent or designee as follows:

1. The Superintendent shall immediately commence all necessary processes under ORS Chapter 35 (Eminent Domain Procedure), including litigation, if needed, for the acquisition of the Trust parcel as the location generally identified on Attachment 2.

2. Consistent with the School District's obligations under ORS 35.235, the Superintendent shall immediately initiate negotiations with the owners of the proposed school site to attempt to agree with respect to compensation for the proposed school site, including any alternatives for acquisition of such property. The Superintendent shall report to the School Board the results of such negotiations.

3. In the event that the negotiations with the property owners are unsuccessful, the Superintendent and legal counsel are directed to proceed with condemnation of all or any portion of the proposed school site which the Superintendent believes is consistent with this Resolution and other direction from the School Board.

4. Nothing in this Resolution shall preclude the Superintendent from continued opportunities to negotiate with the parcel owners, even after condemnation proceedings have been initiated.

5. The Superintendent and legal counsel shall continue to monitor and participate in all land use processes relating to the Trust parcel so that the School District's interests are adequately represented and protected.

6. The Superintendent shall not be required to obtain any further resolution or authorization from the School Board in order to commence the condemnation process. The School Board is satisfied that this Resolution and the periodic reports required of the Superintendent are sufficient to inform the School Board as to the status of such matters. The School Board believes that acquisition of a school site should occur without further delay and without the necessity of further, formal action by the School Board. This Resolution is intended to provide the Superintendent full authority to act to acquire the Trust parcel without delay.

ADOPTED this 21st day of February 2012 by vote of the Board of Directors of  
Beaverton School District No 4&J.

**Attachments:**

- (1) Angelo Planning Group Memorandum, February 10, 2012
- (2) Site plan of Trust property boundaries

**References:**

- (A) Beaverton School District 2010 Facility Plan:  
([http://www.beaverton.k12.or.us/pdf/facil/facil\\_FINAL\\_2010FacilityPlan060210r\\_appendices%202.pdf](http://www.beaverton.k12.or.us/pdf/facil/facil_FINAL_2010FacilityPlan060210r_appendices%202.pdf))
- (B) Boora Architects Land Use Planning and Site Selection Report for Ward/Cemetery Site, April 2011:  
([http://www.beaverton.k12.or.us/pdf/facil/facil\\_Boora%20Ward%20Cemetery%20report.pdf](http://www.beaverton.k12.or.us/pdf/facil/facil_Boora%20Ward%20Cemetery%20report.pdf))

  
LeeAnn Larsen  
School Board Chair

2/21/2012  
Date

### License Agreement

This LICENSE AGREEMENT ("License Agreement") dated as of \_\_\_\_\_, 2013, is entered into by and between the Beaverton School District No. 48J, a public school district of the state of Oregon ("District" or "Licensor") and Ms. Deanna Pretlow and Mr. Jordan Denson Pretlow (collectively "Licensees").

#### RECITALS

- A. **WHEREAS** Licensor is the owner of 30.73 acres of real property in Washington County (the "Property") which it acquired from the Harold K. Ward Revocable Trust dated December 17, 1992, and the Residuary Credit Shelter Trust under the Last Will of Alma M. Ward, dated January 30, 1985 (the "Ward Family Trusts") by virtue of a condemnation action filed in the Washington County Circuit Court. The Property is more particularly described on Appendix A hereto.
- B. **WHEREAS** a manufactured home is presently located on the Property, which is used as a residence (the "Residence") by Licensees.
- C. **WHEREAS** Licensees are beneficiaries of the Ward Family Trusts and, prior to the acquisition of the Property by Licensor, resided in the Residence on the Property.
- D. **WHEREAS** as part of the resolution of the condemnation action, Licensees requested the ability to remain and reside on the Property in the Residence for a limited transition period after the District acquired the Property through court action.
- E. **WHEREAS** the District agreed to allow Licensees to remain and reside on the Property in the Residence for the purpose stated above on the terms and conditions set forth herein for a limited transition period after the District acquired the Property.

NOW, THEREFORE, IN EXCHANGE FOR THE COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. **License.** In consideration of the covenants and conditions set forth below, Licensor hereby grants a non-exclusive license to Licensees to use the Property and an exclusive license to use the Residence, for the purpose of temporarily residing on the Property in the Residence for a limited time as set forth below (the "License").
- 2. **Term of the License.** The License shall commence on the date hereof and shall continue up to and including one hundred and twenty (120) days from the date of this License Agreement, unless otherwise extended in writing by Licensor.
- 3. **No Rent; No Leasehold Interest; Not Subject to Landlord – Tenant Laws.** The Licensees will not be obligated to pay any rent, cost, or expense while the Licensees reside on the Property under the terms of this License Agreement. Furthermore, Licensees acknowledge that at all times during the term of the License they are temporary occupants and not tenants of the District, and expressly disclaim that they are tenants of the District, or that the District is in any way or capacity a landlord. Furthermore, Licensees hereby expressly waive and disclaim all rights and interests under the Oregon Residential Landlord Tenant Act, ORS 90.100-90.875, and agree that they have no interest in the Property save for that interest explicitly granted in paragraph 1 on this License.
- 4. **Maintenance of Residence.** Licensees will be responsible for maintaining the Residence in which they reside and the portion of the Property upon which the Residence is located in a manner acceptable to Licensees. Licensor will have no financial or other responsibility for the Residence, the portion of the Property utilized by Licensees for the Residence or for any other cost or expense associated with Licensees' use of the Property. Licensees accept continuing

occupancy on an "as is" basis and shall make no claim against Licensors concerning the condition of the property or any activities by Licensors on or about the Property.

5. **Licensors Use of Property.** Licensors shall have the right to conduct activities, on or about the Property during the License period, without restriction or objection by Licensees, provided such activities do not unreasonably interfere with Licensees' use and enjoyment of the Residence.
6. **Licensees' Personal Property.** All personal property brought or placed upon the Property by Licensees shall be and remain the property of Licensees. Upon expiration of the License, Licensees shall remove all of Licensees' personal property from the Property and shall surrender possession of the Property to Licensors.
7. **Indemnification.** Licensees shall indemnify and hold Licensors, its officers, directors, employees, agents and representatives harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys fees and costs) resulting from Licensees use of the Property. Licensees' duty to indemnify as set forth herein shall survive the expiration and termination of this License for a period of six (6) months.
8. **Alterations and Additions.** Licensees shall not, without Licensors' prior written consent, make any alteration, improvements or additions on or about the Property other than changes or modifications reasonably required to the Residence during the time that Licensees reside upon the Property.
9. **Non-Assignability and Non-Transferability.** Licensees shall not, in whole or in part, assign, transfer or sublicense any right or interest under this License Agreement without prior written consent of the Licensors.
10. **Binding Effect and Choice of Law.** Each provision of this License performable by Licensees shall be deemed both a covenant and a condition. The terms, conditions and covenants of this License shall be binding upon and shall inure to the benefit of each of the parties hereto. This License shall be governed by the laws of the State of Oregon.
11. **Dispute Resolution.** Any dispute arising from or relating to this License shall be resolved through arbitration. Any such arbitration shall be governed by the rules of the Arbitration Service of Portland. In the event of any dispute arising under this License Agreement, each party will be responsible for their own attorneys' fees and neither will be able to recover attorneys' fees and costs from the other.
12. **Severability.** The invalidity of any provision of this License shall in no way affect the validity of any other provision hereof.

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13. **Entire Agreement.** This License constitutes the entire License Agreement between the Licensors and the Licensees relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License Agreement are of no force and effect. Any amendment to this License, including any extension hereof, shall be of no force and effect unless it is in writing signed by Licensors.

The parties hereto executed this License on the date first written above.

**Licensors:**

Beaverton School District No. 48J,  
A public school district of the State  
of Oregon

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Licensees:**

\_\_\_\_\_  
Deanna Pretlow

\_\_\_\_\_  
Jordan Denson Pretlow

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing **STIPULATED**

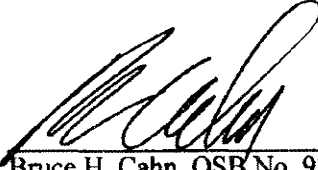
**GENERAL JUDGMENT AND ORDER:**

<input checked="checked" type="checkbox"/>	U.S. POSTAL SERVICE
<input type="checkbox"/>	FACSIMILE SERVICE
<input type="checkbox"/>	ELECTRONIC MAIL
<input type="checkbox"/>	ARRANGING FOR HAND DELIVERY
<input type="checkbox"/>	OVERNIGHT MAIL.

addressed to the following named attorney(s) at their last known address(es) on the date stated below:

Richard S. Yugler  
Christine N. Moore  
Landye, Bennett & Blumstein  
1300 SW Fifth Avenue, Ste. 3500  
Portland, OR 97201  
Fax: (503) 224-4133  
ryugler@lbblawyers.com

DATED: November 15, 2013

By:   
Bruce H. Cahn, OSB No. 935450

BLS

Exhibit D

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED

16-009 LRP/BC

Page 31 of 45

35  
Nancy E. Santoro, Trustee  
Santoro Trusts dated 2/27/92 et al  
22050 SW Rosedale Road  
Beaverton, OR 97078

Grantor's Name and Address

Nancy E Santoro & James J Santoro  
22050 SW Rosedale Road  
Beaverton, OR 97078

Grantee's Name and Address

After recording, return to (Name and Address):

Allen Reel, Attorney at Law  
7300 SW Bel Aire Drive  
Beaverton, OR 97008

Until requested otherwise, send all tax statements to (Name and Address):

Nancy E Santoro & James J Santoro  
22050 SW Rosedale Road  
Beaverton, OR 97078

Washington County, Oregon

09/28/2015 01:58:35 PM

2015-081871

D-DBS

Cnt=1 Str=12 S PFEIFER

\$35.00 \$5.00 \$11.00 \$20.00 - Total = \$71.00



02092408201500818710070073

I, Richard Hobernicht, Director of Assessment and  
Taxation and Ex-Officio County Clerk for Washington  
County, Oregon, do hereby certify that the within  
instrument of writing was received and recorded in the  
book of records of said county.

Richard Hobernicht, Director of Assessment and  
Taxation, Ex-Officio County Clerk



## BARGAIN AND SALE DEED - STATUTORY FORM

Nancy E. Santoro, Trustee of the Santoro Trust Agreements dated 2/27/92  
including the Edith M. Santoro By-Pass Trust effective 3/6/08, Grantor,  
conveys to Nancy E. Santoro and James J. Santoro, Sister and Brother, Jointly  
with Right of Survivorship and not as Tenants-in-Common, Grantee,  
the following real property situated in Washington County, Oregon:

See Exhibit A attached.

Tax Lot 1900 - Account No. R384890

See copy of Certificate of Trust with Death Certificates and Disclaimer attached.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

The true consideration for this conveyance is \$ -0- (Here, comply with the requirements of ORS 93.030.)

Estate distribution

DATED 8/25/15; any signature on behalf of a business or other entity is made with the  
authority of that entity.

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 DETER-  
MINE 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.

Nancy E. Santoro  
Nancy E. Santoro, Trustee

STATE OF OREGON, County of Washington ss.

This instrument was acknowledged before me on

by

This instrument was acknowledged before me on August 25, 2015

by

Nancy E. Santoro

as

Trustee

of

the Santoro Trust Agreements dated 2/27/92 including the  
Edith M. Santoro By-Pass Trust effective 3/6/08

OFFICIAL SEAL  
KAREN M ESKELSON  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 463640  
MY COMMISSION EXPIRES DECEMBER 27, 2015

Notary Public for Oregon

My commission expires

12/27/15

EXHIBIT "A"

Beginning a an Iron Pipe in the center of Rosedale Road (County Road No. 451) at the Northwest Corner of that certain tract of land conveyed to J. G. and Evelyn Hohnstein by deed recorded on Page 583 of Book 337 Washington County, Oregon Deed Records and which Iron Pipe was found to be 321.3 feet North and 1318.4 feet East of the West Quarter Corner of Section 23, T1S, R2W, W.M., Washington County, Oregon an Iron Rod also bears S 0°21'40" E 20.00 feet and running thence S 89°40'30" E 498.5 feet to an Iron Pipe in Rosedale Road which bears N 2°12'05" W 25.0 feet, thence S 2°12'05" E 657.63 feet to an Iron Rod which replaced an Iron Pipe, thence N 89°37'05" W 519.62 feet to an Iron Pipe, thence N 0°21'40" W 656.52 feet to the point of beginning.

Containing 7.675 Acres more or less.

Subject to the rights of the public to any portion of the hereinabove described tract lying within the limits of Southwest Rosedale Road (County Road No. 451).

Also Subject to the terms and conditions of that certain BPA power line easement as described in Book 392 Page 299 Washington County, Oregon Deed Records.

## CERTIFICATE OF TRUST

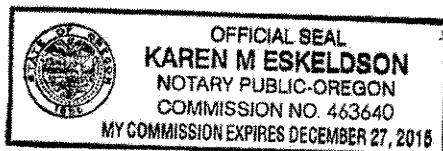
This certification is executed in accordance with Oregon law - Oregon Revised Statutes Section 130.860.

1. The Santoro Trust Agreements dated February 27, 1992, are currently in existence.
2. The trustors were Joe Santoro and Edith M. Santoro.
3. The trustees were Joe Santoro and Edith M. Santoro, or the survivor. The next successor trustee is Nancy E. Santoro, their daughter. Edith M. Santoro died on March 6, 2008 and Joe Santoro died on October 31, 2014. Nancy E. Santoro, therefore, is currently acting as the sole trustee. A copy of Joe Santoro's death certificate and a copy of Edith M. Santoro's death certificate are attached.
4. The Trusts provide that upon one death, any assets disclaimed by the survivor are to be held and administered in a By-Pass Trust. Joe Santoro disclaimed certain assets and those assets are now held in the Edith M. Santoro By-Pass Trust. A copy of the Disclaimer is attached.
5. The trusts' powers include all of the trust powers contained in the Oregon Uniform Trust Code as set forth in ORS Chapter 130.
6. The current mailing address for Nancy E. Santoro, Trustee, is 22050 SW Rosedale, Beaverton, Oregon 97078.
7. Only Edith M. Santoro had the power to revoke, modify or amend the By-Pass Trust.
8. The By-Pass Trust taxpayer identification number is 26-6456257.
9. All assets in the By-Pass Trust should be titled in the name of Nancy E. Santoro, Trustee under the Edith M. Santoro By-Pass Trust dated March 6, 2008 and Successor Trustees.
10. The trusts have not been revoked, modified or amended in any manner that would cause the foregoing representations to be incorrect.

DATED this 10<sup>th</sup> day of December, 2014.

Nancy E. Santoro  
Nancy E. Santoro, Trustee

SUBSCRIBED AND SWORN TO before me this 10<sup>th</sup> day of December, 2014.



Karen Eskeldson  
Notary Public for Oregon

# STATE OF OREGON

## CERTIFICATION OF VITAL RECORD

Exhibit D  
16-009 LRP/BC  
Page 34 of 45  
705422  
I.D. TAG NO.

OREGON HEALTH AUTHORITY  
CENTER FOR HEALTH STATISTICS  
CERTIFICATE OF DEATH

136-2014-027698  
STATE FILE NUMBER

TO BE COMPLETED BY FUNERAL FACILITY

Legal Name First: Joe Middle: Last: Santoro Suffix:		Death Date October 31, 2014	
Sex Male	Age 92 years	Social Security Number [REDACTED]	County of Death Washington
Birthdate May 15, 1922	Birthplace Beaverton, Oregon		Was Decedent Ever in U.S. Armed Forces? No
Residence: 22050 SW Rosedale Road		City/Town Beaverton	
Residence County Washington	State or Foreign Country Oregon	Zip Code + 4 97078	Inside City Limits? No
Marital Status at Time of Death Widowed	Spouse's Name - Prior to First Marriage Edith Loiacono		
Father's Name Bruno Santoro		Mother's Name Prior to First Marriage Annunciata Rizzuti	
Informant's Name Nancy Santoro	Telephone Number Not Available	Relationship to Decedent Daughter	Mailing Address 22050 SW Rosedale Road, Beaverton, OR 97078
Place of Death Decedent's Residence - Hospice		Facility Name	
Location of Death 22050 SW Rosedale Road		City/Town or Location of Death Beaverton	State Oregon Zip Code + 4 97078
Method of Disposition Entombment	Place of Disposition Mt. Calvary Catholic Cemetery		Location (City/Town and State) Portland, Oregon
Name and Complete Address of Funeral Facility Pegg, Paxson & Springer Funeral Chapel 4675 SW Watson Ave, Beaverton, Oregon 97005			
Date of Disposition November 05, 2014	Funeral Director's Signature Richard R. Warner		OR License Number CO-3720
Registrar's Signature /s/ Carolyn E. Halford	Date Received November 05, 2014	Local File Number 14-2702	
Amendment Res. Inside City Limit was Yes amended electronically by funeral director Nov-25-2014 J.A. Woodward, State Reg., pt			



I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORD FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS OR A DELEGATED LOCAL OFFICE.

DATE ISSUED: November 25, 2014

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER

JENNIFER A. WOODWARD, Ph.D.  
STATE REGISTRAR



45-2CC (01/06)

Exhibit D  
16-009 LRP/BC  
Page 35 of 45

TYPE OR  
PRINT IN  
PERMANENT  
BLACK INK

503140  
I.D. TAG NO.

OREGON DEPARTMENT OF HUMAN SERVICES  
CENTER FOR HEALTH STATISTICS  
CERTIFICATE OF DEATH

136-

STATE FILE NUMBER

1. Legal Name First Middle Last Suffix Edith Margaret SANTORO				2. Death Date (mm/dd/yyyy) March 6, 2008	
3. Sex (M/F) Female	4a. Age - Last Birthday 86	4b. Under 1 Year Months Days Hours Minutes	4c. Under 1 Day Hours Minutes	5. Social Security Number	6. County of Death Washington
7. Birthdate (mm/dd/yyyy) Feb. 28, 1922		8a. Birthplace (City/Town, or Country) Walla Walla		8b. (State of Foreign Country) Washington	9. Decedent's Education High School Graduate
10. Was Decedent of Hispanic Origin? (Yes or No, if yes, ancestry) No		11. Decedent's Race(s) White		12. Was Decedent Ever in U.S. Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. Residence: Number and Street (e.g., 123 45 6th Street, Apt. No. 4) 22050 S.W. Rosedale Rd.				14. City/Town Beaverton	
15. Residence County Washington		16. State or Foreign Country Oregon		17. Zip Code + 4 97007	18. Inside City Limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
19. Marital Status at Time of Death Married		20. Spouse's Name (if deceased, give name used in first marriage) Joe Santoro			
21. Usual Occupation (Indicate type of work done during most of working life. DO NOT USE RETIRED.) Bookkeeper				22. Kind of Business/Industry (DO NOT USE COMPANY NAME.) Farming	
23. Father's Name (First, Middle, Last, Initial) Dominic Lolocono				24. Mother's Name Prior to First Marriage (First, Middle, Last) Concetta Morrone	
25. Informant's Name Joe Santoro		26. Telephone Number 503-649-6611	27. Relation to Decedent Husband	28. Mailing Address (Number & Street, City/Town, State, Zip + 4) 22050 S.W. Rosedale Rd., Beaverton, OR, 97007	
29. Place of Death Hospital/Inpatient		30. Facility Name Therapy Community Hospital		31. State OR	
32. City/Town of Location of Death Hillsboro		33. Zip Code + 4 97123		34. Location Portland, Oregon	
35. Method of Disposition Burial		36. Place of Disposition (Name of cemetery, crematorium, or other place) Mt. Calvary Cemetery		37. Location Portland, Oregon	
38. Name and Complete Address of Funeral Facility (Number & Street, City/Town, State, Zip + 4) Peggy Benson & Son Funeral Chapel 4675 S.W. Wilson Beaverton, Oregon 97005					
39. Date of Disposition (mm/dd/yyyy) March 10, 2008		40. Funeral Director's Signature Christopher S. Ward		41. OR License Number 3415	
42. Registrar's Signature Julie A. Clarke		43. Date Received (mm/dd/yyyy) MAR 11 2008		44. Local File Number 2232	
45. Record Amendment SSN Amended by FDIR Affid, 3/30/08, JL Clarke, Dep. Reg.					

ORIGINAL - VITAL RECORDS COPY

45-2 (06/06)

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY  
REGISTERED AT THE OFFICE OF THE WASHINGTON COUNTY REGISTRAR.

DATE ISSUED:

MAR 6 2008

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER.

CAROLYN HALLOR  
COUNTY REGISTRAR  
WASHINGTON COUNTY, OREGON

DISCLAIMER

To Whom It May Concern:

WHEREAS EDITH M. SANTORO owned that certain property described in the Exhibits attached hereto and incorporated herein as trustee of the Edith M. Santoro Trust dated February 27, 1992; and

WHEREAS the trust provides that, upon EDITH M. SANTORO's death, her surviving spouse, JOE SANTORO, would be the sole trustee; and

WHEREAS the trust provides that upon the death of EDITH M. SANTORO, any assets disclaimed by JOE SANTORO are to be held and administered in accordance with the provisions of the Edith M. Santoro By-Pass Trust; and

WHEREAS EDITH M. SANTORO died on March 6, 2008; now, therefore,

JOE SANTORO hereby disclaims any interest in the assets set forth on Exhibits attached hereto, pursuant to ORS 105.623 through ORS 105.649, known as the Uniform Disclaimer of Property Interests Act.

The event determining that the undersigned has a potential interest in the subject property and assets is the date of death of Edith M. Santoro which is March 6, 2008.

This Disclaimer is being delivered to the institutions listed in the Exhibits, and to JOE SANTORO as 1) surviving spouse, 2) personal representative of the decedent's estate (non-probate), and 3) trustee of the Edith M. Santoro By-Pass Trust on the dates indicated on the Exhibits, which is less than nine months after the date of death set forth herein.

This Disclaimer relates back for all purposes to March 6, 2008 and the assets herein disclaimed shall devolve as if the undersigned had died before March 6, 2008.

The right of the undersigned to disclaim is not barred by any of the events described in ORS 105.643.

The disclaimant has not accepted any interest sought to be disclaimed.

The undersigned hereby authorizes Allen Reel, Attorney at Law, to represent him regarding this disclaimer.

DATED this 15 day of July, 2008.

Joe Santoro  
Joe Santoro

**EXHIBIT A**

1. Undivided one-half interest in .89 acres under Map No. 1800, Tax Account No. R384881 in Washington County, Oregon.
2. Undivided one-half interest in 7.45 acres under Map No. 1900, Tax Account No. R384890 in Washington County, Oregon.
3. Undivided one-half interest in 26.61 acres under Map No. 2900, Tax Account No. R385023 in Washington County, Oregon.
4. Undivided one-half interest in 17.66 acres under Map No. 2900, Tax Account No. R385032 in Washington County, Oregon.
5. Undivided one-half interest in 26.73 acres under Map No. 2900, Tax Account No. R1406829 in Washington County, Oregon.
6. Undivided one-half interest in .56 acres under Map No. 1601, Tax Account No. R384863 in Washington County, Oregon.

Date delivered to Joe Santoro: 7/15/08,  
by Joe Santoro.

10  
16-009 LRP/BC  
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Exhibit D  
16-009 LRP/BC  
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92059102  
Washington County

91038016  
Washington County

WARRANTY DEED - STATUTORY FORM  
(Individual - Corporation)

GARY A. BONES DBA GARY BONES PROPERTIES

Grantor, conveys and warrants to:

MU HO PYON AND YEOUNG SUK<sup>K</sup> PYON, husband and wife

Grantee, the following described real property free of encumbrances except as specifically set forth herein:

SEE ATTACHED DESCRIPTION SHEET

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.

ENCUMBRANCES

REGULATIONS OF THE UNIFIED SEWERAGE AGENCY. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE PREMISES LYING WITHIN THE LIMITS OF S.W. FARMINGTON AND S.W. 209TH AVE.

The true consideration for this conveyance is \$133,000.00.

Dated this 15th day of July, 1991; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

  
GARY A. BONES

THIS DEED BEING RE-RECORDED TO CORRECT SPELLING  
OF NAME FROM YEOUNG SUY PYON TO YEOUNG SUK PYON.

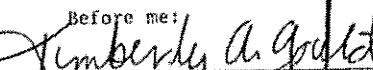
STATE OF OREGON.  
County of Washington  
July 15, 1991 DATE

ISS.



WASHINGTON COUNTY  
REAL PROPERTY TRANSFER TAX  
\$ 133.00 7-16-91  
FEE PAID DATE

Personally appeared the above named GARY A. BONES acknowledging the foregoing instrument to be his/her voluntary act and deed.

Before me:  
  
Notary Public for Oregon  
My commission expires: 2-28-94  
KIMBERLY A. GOULD  
NOTARY PUBLIC - OREGON  
Commission Expires

After recording, return and send tax statements to:

MU HO PYON  
10475 SW Mockingbird Way  
Beaverton, OR 97007

Escrow No. 340012964 KG - Order No. W78076

CHICAGO TITLE INSURANCE CO. W78076  
340013174

AUG 26 1992

000053

1-2 1-2

Escrow No. 340012964 KG  
Order No. W78076  
Page No. 2

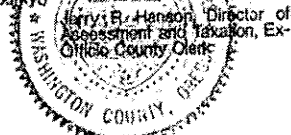
DESCRIPTION

1S2 23 02200

BEGINNING at the center line intersection of Farmington Road and 209th Avenue, said intersection being 1391.28 feet West, 506.88 feet South, and 575.85 feet South 13°38' East from the quarter section corner on the East boundary of Section 23, Township 1 South, Range 2 West of the Willamette Meridian, in Washington County, Oregon; thence South 43°55' West, 519.4 feet; thence North 13°38' West, 658.56 feet; thence North 86°04' East 444.7 feet to the center of 209th Avenue; thence along the center of said road South 13°38' East, 305 feet to the point of beginning.

STATE OF OREGON }  
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 92059102  
Rect: 83920 18.00  
08/26/1992 08:45:15AM

STATE OF OREGON }  
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of  
Assessment and Taxation, Ex-  
Officio County Clerk

Doc : 91038016  
Rect: 58272 171.00  
07/16/1991 02:10:33PM

AUG 26 1992

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16-009 LRP/BC  
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94 030668

Washington County

Page 1 of 3

MAR 30 1994

STATE OF OREGON }  
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

*Jerry R. Hanson*

Jerry R. Hanson, Director of  
Assessment and Taxation, Ex-  
Officio County Clerk

Doc : 94030668

Rect: 119573

38.00

03/30/1994 03:21:13PM



OREGON TITLE  
Insurance Company

STATUTORY SPECIAL WARRANTY DEED  
(Individual)

Jack Wilson McFarland, Trustee for Pension and Profit Sharing Trust of Jack Wilson  
McFarland, P.S.  
conveys and specially warrants to  
EDMUND J. BARTHOLEMY

the following described real property in the State of Oregon and County of Washington  
free of encumbrances created or suffered by the grantor, except as specifically set forth  
herein:  
(Continued)

OREGON TITLE INS. CO. 365312w

MAR 30 1994

Tax Account Number(s): 2S16-00301 and 2S16-00302

This property is free of encumbrances, EXCEPT:  
Those of Record.

This deed is given in fulfillment of that certain contract recorded between grantor and  
grantee on February 14, 1989, as Recorder's Fee No. 89-06625.

The true consideration for this conveyance is \$150,000.00

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLA-  
TION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRU-  
MENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY  
OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 7 day of <sup>Dec.</sup> November, 1993.

Jack Wilson McFarland  
Jack Wilson McFarland, Trustee

Pension and Profit Sharing Tru

Jack Wilson McFarland P.S.  
Jack Wilson McFarland, P.S.

STATE OF Washington, COUNTY OF Clack ss.

The foregoing instrument was acknowledged before me this 7th day of <sup>DECEMBER</sup> November, 1993, by  
Jack Wilson McFarland, Trustee for Pension and Profit Sharing Trust of Jack Wilson  
McFarland, P.S..

Dorise Crookford  
Notary Public for Washington  
My Commission Expires: 8-30-95

Order No.: 365312w

After Recording Return To:  
EDMUND J. BARTHOLEMY  
18485 SW Scholls Ferry Rd.  
Beaverton, OR 97007

Until a change is requested, tax statements  
shall be sent to the following address:  
SAME AS ABOVE

THIS SPACE RESERVED FOR RECORDER'S USE

2

STATUTORY SPECIAL WARRANTY DEED  
(CONTINUED)

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LEGAL DESCRIPTION (Continued)

Order No.: 365312w

PARCEL I:

A tract of land in the Northwest quarter of Section 6, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, described as follows:

Beginning at a point on the North line of Section 6, North 89° 19' 46" East 20.00 feet from the Northwest corner of said section; thence along said North line 89° 19' 46" East 1,409.52 feet to the Westerly sixteenth corner on the North line of Section 6; thence South 00° 26' 48" East on the Southerly extension of the sixteenth line from Section 31, Township 1 South, Range 1 West of the Willamette Meridian, 539.47 feet to an iron rebar; thence South 89° 20' 08" West 277.32 feet to an iron pipe; thence South 00° 00' 07" East 329.45 feet to an iron pipe; thence South 47° 50' 11" West 507.87 feet to an iron pipe; thence South 89° 24' 15" West 370.80 feet to an iron pipe; thence South 24° 02' 38" West 126.80 feet to an iron pipe; thence South 55° 40' 19" West 380.56 feet to a point 30.00 feet Easterly of, when measured at right angles to the West line of said Section 6 (a 1/2 inch iron pipe bears South 55° 40' 19" West 11.58 feet); thence South 00° 29' 33" East parallel with the West line of said section, 1,121.70 feet to an iron rebar; thence continuing South 00° 29' 33" East to the center line of Scholls Ferry Road; thence Southwesterly along the center line of Scholls Ferry Road 10.00 feet, more or less, to a point 20.00 feet Easterly of, when measured at right angles to, the West line of said Section 6; thence North 00° 29' 33" West parallel with the West line of said Section 6, a distance of 2,650 feet, more or less, to the point of beginning.

PARCEL II:

A tract of land in the Northwest quarter of Section 6, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, to-wit:

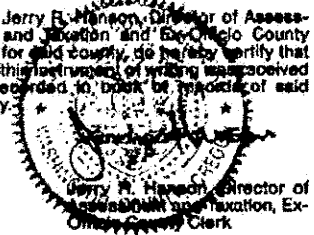
That portion of the Westerly 20.00 feet of the Northwest quarter of said Section 6 lying Northerly of the center line of S.W. Scholls Ferry Road.

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STATE OF OREGON  
County of Washington

SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded to book of records of said county.



Doc : 99005074  
Rect: 224069      \$1.00  
01/14/1999 02:19:30pm

1-3

**BARGAIN AND SALE DEED—STATUTORY FORM**  
INDIVIDUAL GRANTOR

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Ann C. Ha  
conveys to Chong Kuk Ha, Grantor,  
Grantee, the following real property situated in Washington  
County, Oregon, to-wit:

Common address: 21465 SW Farmington Rd.  
Beaverton, OR 97007

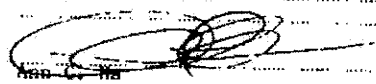
Legal description: SEE ATTACHED EXHIBIT A

[IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE]

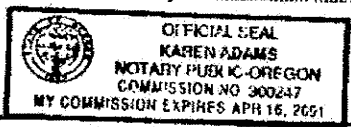
The true consideration for this conveyance is \$ \*\* (Here comply with the requirements of ORS 93.030)  
Incident to dissolution of marriage in the case of Ha and Ha, Clackamas County  
Circuit Court Case No. 97-11-413.

Dated this 13th day of November, 1998

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 LANDSUTS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.030.



STATE OF OREGON, County of Multnomah ) ss.  
This instrument was acknowledged before me on November 13, 1998,  
by Ann C. Ha



Karen Adams  
Notary Public for Oregon  
My commission expires 4-16-01

BARGAIN AND SALE DEED	
Ann C. Ha	GRANTOR
Chong Ha	GRANTEE
21465 SW Farmington Rd. Beaverton, OR 97007	
GRANTEE'S ADDRESS, ZIP	
After recording return to:	
Chong Ha	
21465 SW Farmington Rd.	
Beaverton, OR 97007	
NAME, ADDRESS, ZIP	
Until a change is requested, all tax statements shall be sent to the following address:	
Chong Ha	
21465 SW Farmington Rd.	
Beaverton, OR 97007	
NAME, ADDRESS, ZIP	

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, ) ss.  
County of  
I certify that the within instrument was received for record on the day of 1998, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.  
Witness my hand and seal of County attixed.

By Deputy

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## EXHIBIT "A"

A part of that certain tract of land in Section 23, Township 1 South, Range 2 West of the Willamette Meridian, Washington County, Oregon, described in deed to John Santoro, et ux, and Joe Santoro, et ux, recorded November 3, 1949 in Book 300, page 433, Washington County, Oregon, Deed Records, described as follows:

Beginning at the Southeast corner of that certain tract of land described in deed to Joseph Santoro, et ux, and John Santoro, et ux, recorded in Book 493, page 344, said Deed Records, which bears South 338.46 feet and East 1842.32 feet from the quarter corner on the West line of said Section 23, and running thence, following the boundary of the Santoro tract first above mentioned, South 89 degrees 40' East 812.38 feet, North 02 degrees 13'45" West 161.36 feet, South 52 degrees 06'45" East 1049.00 feet, and South 13 degrees 49'45" East 658.56 feet to a point in the center of Farmington Road (State Highway 208); thence, following the centerline thereof, South 43 degrees 36'02" West 839.27 feet, South 50 degrees 10' West 510.10 feet, and South 34 degrees 59' West 252.35 feet to the Southerly Southeast corner of said Santoro Tract first above mentioned, said corner also being the East Northeast corner of that tract of land described in deed to Loyd Ingram and Lulu May Ingram, husband and wife, recorded February 7, 1908, Book 78, page 319, Deed Records; thence continuing along the boundary thereof, North 59 degrees 49' West 544.50 feet, North 14 degrees 21' West 192.06 feet, and North 61 degrees 40' West 243.44 feet to a point thereon; thence North 03 degrees 54'41" East 1975.32 feet to the point of beginning.

The said property is free from encumbrances except: Statutory powers and assessment of the Unified Sewerage Agency; Rights of the public in and to any portion of the herein described premises lying within the boundaries of Farmington Road; Governmental rights in connection with flood control and propagation of anadromous fish and public rights of fishing and recreational navigation in and to the water, bed and shoreline of the unnamed creek; Easement recorded 6/1/53 in book 345 and page 289; Easement recorded 3/19/87 as fee no. 87013632; Any additional taxes or penalties and interest due to property described herein being disqualified for farm use;