



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

November 23, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Adoption of an Order Authorizing a Property Transfer Agreement for the Sunrise Corridor Project Between the Oregon Department of Transportation and Clackamas County. No Funds are involved in this transaction.

<b>Purpose/Outcomes</b>	Adoption of an order authorizing a property transfer agreement between Oregon Department of Transportation and Clackamas County related to the Sunrise Corridor Project.
<b>Dollar Amount and Fiscal Impact</b>	No funds are being transferred as a result of this agreement. All properties subject to transfer have been acquired previously by the respective parties.
<b>Funding Source</b>	N/A
<b>Duration</b>	This agreement shall expire upon completion of all obligations. All property interest transfers shall be permanent.
<b>Previous Board Action</b>	Memorandum of Understanding (RA #00699): January 11, 2011 Memorandum of Understanding (MCA #29631): August 2, 2013 Cooperative Improvement Agreement (MCA #29149): August 28, 2013
<b>Strategic Plan Alignment</b>	<i>1. Build public trust through good government.</i>
<b>Contact Person</b>	<i>Nate Boderman, 503-655-8364</i>
<b>Contract No.</b>	<i>MCA #73000-00012172</i>

**BACKGROUND:**

In 2011, the County and the Oregon Department of Transportation (ODOT) entered into a memorandum of understanding which expressed a commitment to partnering on the development and construction of the Sunrise Expressway, which was to be a state highway under the jurisdiction and control of the Oregon Transportation Commission. Funds appropriated under the Oregon Jobs

and Transportation Act funded construction of the first phase of the larger Sunrise Corridor project. The first phase of the Sunrise Corridor project was intended to reduce congestion, increase safety, and improve economic development opportunities and freight mobility in the Oregon 212/224 corridor by constructing a new road from I-205 and the Milwaukie Expressway to 122<sup>nd</sup> Avenue, and some local roadway connections serving the Lawnfield Industrial District, including an extension of Minuteman Way from Mather Road to Lawnfield Road. The project also included improvements to the I-205 Multi-Use Path within the project area. Phase 1 of the Sunrise Expressway was substantially complete and open to the travelling public on July 1, 2016.

In order to facilitate the development and construction of Phase I of the Sunrise Expressway, the parties acknowledged the need and desire to contribute various real property interests towards completion of the project. Although Phase I of the Sunrise Expressway has been open and operational for over 6 years, the parties have yet to formalize the transfer of various properties currently utilized in the project. The attached intergovernmental agreement will facilitate the final transfer of these various real property interests.

The properties subject to transfer under the agreement are described and illustrated in Exhibits 1-6 of the agreement. A summary of the various transfers is set out in the table below:

Property Agreement Exhibit #	DESCRIPTION	FROM (Grantor)	TO (Grantee)	TYPE	AREA (acres unless otherwise noted)
1	Sunrise Expressway	CCDA	ODOT	Parcel 1 Fee	6.57
				Parcel 2 Fee	1.08
				Parcel 3 Fee	13.16
				Parcel 4 Fee	9.06
				Parcel 5 PE Retaining Wall	1,324 sf
				Parcel 6 PE Drainage	1.01
				Parcel 7 TE	2.28
2	Sunrise Expressway	CCDA	ODOT	Parcel 1 PE for Hwy & Option to Purchase	0.79
				Parcel 2 PE for Hwy & Option to Purchase	0.91
3	Portion of 82nd Dr	County	ODOT	Parcel 1 - Quit Claim	0.98
	Portion of Lawnfield Rd			Parcel 2 - Quit Claim	0.57
	Portion of Mather Rd			Parcel 3 - Quit Claim	0.44
4	Minuteman Way (ODOT 2B south property line north to Lawnfield)	ODOT	County	PE for Hwy / Roadway Purposes	56,805 sf

5	Minuteman Way (near Mather)	ODOT	County	Parcel 5 - Relinquishment of Fee	97,205 sf
	SE 122 & Ford Street	ODOT	County	Parcels 2, 3 & 4 - Relinquishment of Permanent Easements	ROW not needed for OR212/224
	SE Knez Way (new cul-de-sac off SE 125th Ct) & PE for Drainage from Knez Way to OR212	ODOT	County	Parcels 1 & 6 - Relinquishment of Permanent Easements	ROW not needed for OR212/224
6	Minuteman Way (from Mather north to south line of ODOT District 2B property)	CCDA	County	PE for Road	20.53

All land conveyances described in the agreement are being performed at no cost to any party and will require subsequent documentation to finalize such transactions. ODOT has agreed that both the County and the Development Agency will receive full acknowledgement for the dollar value of the property conveyed to ODOT as part of their local match or local contribution towards the project and future phases of the Sunrise Corridor system of improvements.

Approval of the Board Order attached to this report would authorize the Chair, on behalf of the Board of County Commissioners, to execute the Property Agreement described herein. All conditions on the transfer of the real property interests subject to the agreement are described in the provisions of the Transfer Agreement. Therefore, staff is recommending that the Board delegate authority to the Chair to execute the final deeds and easements that will be drafted and that will implement and accomplish the purpose of the real property transfers described in the Property Agreement.

**RECOMMENDATION:**

Staff recommends the Board adopt the attached order, which authorizes the following:

- the Property Agreement by and between ODOT, Clackamas County, and the Clackamas County Development Agency, in the form attached to this staff report; and
- the Board Chair to execute those deeds and easements necessary to implement and accomplish the purpose of the real property transfers described in the Property Agreement, in the name of, and on behalf of, the County.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director

Attachments: Board Order  
Property Agreement

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Authorizing a  
Property Agreement Related to the  
Sunrise Corridor Project between  
Oregon Department of  
Transportation and Clackamas  
County



Board Order No. \_\_\_\_\_  
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Whereas, in 2011, the County and the Oregon Department of Transportation (ODOT) entered into a memorandum of understanding which expressed a commitment to partnering on the development and construction of the Sunrise Expressway, which was to be a state highway under the jurisdiction and control of the Oregon Transportation Commission; and

Whereas, funds appropriated under the Oregon Jobs and Transportation Act funded construction of the first phase of the larger Sunrise Corridor project, the purpose of which was intended to reduce congestion, increase safety, and improve economic development opportunities and freight mobility in the Oregon 212/224 corridor; and

Whereas, phase 1 of the Sunrise Expressway was substantially complete and open to the travelling public on July 1, 2016; and

Whereas, the Oregon Department of Transportation, Clackamas County, and Clackamas County Development Agency all have acquired various property interests that are currently being utilized in phase 1 of the Sunrise Expressway project; and

Whereas, these parties acknowledge the need and desire for each to contribute these real property interests to the project, and there remains a need to formalize the transfers of those interests that are currently being utilized in the project; and

Whereas, the parties desire to enter into an intergovernmental property transfer agreement that sets out the rights and responsibilities of each party as it relates to the necessary property transfers, and the conditions under which each party must transfer and accept the real property interests identified in the property agreement; and

Whereas, the Board of County Commissioners desire to delegate to the Chair the authority to execute the property agreement, in a form substantially similar to that which is attached to this order, and to further delegate to the Chair the authority to execute the final deeds and easements that will be drafted and that will implement and accomplish the purpose of the real property transfers described in the property agreement.

NOW THEREFORE, IT IS HEREBY ORDERED that the Board hereby approves the property agreement by and between the Oregon Department of Transportation, Clackamas County, and the Clackamas County Development Agency, in the form attached as Exhibit A.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Authorizing a  
Property Agreement Related to the  
Sunrise Corridor Project between  
Oregon Department of  
Transportation and Clackamas  
County



Board Order No. \_\_\_\_\_

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IT IS FURTHER ORDERED that the Chair of the Board of County Commissioners is authorized to enter into the property agreement in the name of, and on behalf of, the County.

IT IS FURTHER ORDERED that the Chair of the Board of County Commissioners is authorized to execute and accept deeds and easements, the purpose of which is to directly implement or accomplish the purpose of the transaction authorized by this Order.

DATED this \_\_\_\_\_ day of November, 2022.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**PROPERTY AGREEMENT**  
**Sunrise JTA Project**  
**Oregon Department of Transportation**  
**And**

**Clackamas County, Oregon, and the Clackamas County Development Agency**

THIS PROPERTY AGREEMENT (the "Agreement") is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "County," and the CLACKAMAS COUNTY DEVELOPMENT AGENCY, a municipal corporation of the State of Oregon, acting by and through their local officials, hereinafter referred to as "CCDA", all herein referred to individually as "Party" or collectively as "Parties."

**RECITALS:**

1. SE Lawnfield Road, SE Mather Road, SE 82<sup>nd</sup> Drive, SE 122<sup>nd</sup> Avenue, SE Ford Street, SE Herbert Court and SE Minuteman Way are all County roads under the jurisdiction and control of the County. The Sunrise Expressway, which was constructed as part of the Project identified in this Agreement, is a state highway under the jurisdiction and control of the Oregon Transportation Commission, hereinafter referred to as "OTC."
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.
3. Funds appropriated under the Oregon Jobs and Transportation Act, hereinafter referred to as the "JTA," funded construction of the first phase of the larger Sunrise Corridor, the Sunrise JTA Project, hereinafter referred to as "Project," to reduce congestion, increase safety, and improve economic development opportunities and freight mobility in the Oregon 212/224 corridor by constructing a new road from I-205 and the Milwaukie Expressway to 122<sup>nd</sup> Avenue, and some local roadway connections serving the Lawnfield Industrial District, including an extension of Minuteman Way from Mather Road to Lawnfield Road. The Project also includes improvements to the I-205 Multi-Use Path within the project area. This project is generally described as Phase 1. Phase 1 of the Sunrise Expressway was substantially complete and open to the travelling public on July 1, 2016.
4. ODOT and County entered into a Memorandum of Understanding RA#00699 on January 11, 2011, hereinafter referred to as the "MOU." The MOU addressed mutual collaboration of the Parties in the overall development and construction of the Project. In addition to the Project, the MOU addressed six (6) additional separate project components, the funding and construction of which will be addressed under separate project agreements for each component as funds become available.

5. The Project is a federal-aid project and as such, property acquisition is subject to the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the “State Right of Way Manual”.
6. Certain ODOT, County, and CCDA real property and portions thereof are necessary for the Project. The Project also requires relocation of and construction of some County facilities located on property purchased by ODOT which will be relinquished to the County upon completion of the Project. Table 1 below provides a summary of the properties, which are further defined and shown in the attached Exhibits 1-6 which are by this reference made a part hereof and hereinafter referred to as the “Project Properties.”

**Table 1:**

Property Agreement Exhibit #	ODOT SALE / RELINQUISH FILE NO	ODOT ACQUISITION FILE NO	DESCRIPTION	FROM (Grantor)	TO (Grantee)	TYPE	AREA (acres unless otherwise noted)
1	N/A	7436-051	Sunrise Expressway	CCDA	ODOT	Parcel 1 Fee	6.57
						Parcel 2 Fee	1.08
						Parcel 3 Fee	13.16
						Parcel 4 Fee	9.06
						Parcel 5 PE Retaining Wall	1,324 sf
						Parcel 6 PE Drainage	1.01
						Parcel 7 TE	2.28
2	N/A	7436-051A	Sunrise Expressway	CCDA	ODOT	Parcel 1 PE for Hwy & Option to Purchase	0.79
						Parcel 2 PE for Hwy & Option to Purchase	0.91
3	N/A	7436-104	Portion of 82nd Dr	County	ODOT	Parcel 1 - Quit Claim	0.98
			Portion of Lawnfield Rd			Parcel 2 - Quit Claim	0.57
			Portion of Mather Rd			Parcel 3 - Quit Claim	0.44
4	54886B (PMFile 203A-011)	Portion of 54886 (acquired for District 2B Maint Office)	Minuteman Way (ODOT 2B south property line north to Lawnfield)	ODOT	County	PE for Hwy / Roadway Purposes	56,805 sf
5	7436000A (PM File 910-034)	7436-101 from OMD	Minuteman Way (near Mather)	ODOT	County	Parcel 5 - Relinquishment of Fee	97,205 sf
		7436-020, 021,022, 031, 032, 033	SE 122 & Ford Street	ODOT	County	Parcels 2, 3 & 4 - Relinquishment of Permanent Easements	ROW not needed for OR212/224
		7436-018, 025, 026, 027, 028, 029	SE Knez Way (new cul-de-sac off SE 125th Ct) & PE for Drainage from Knez Way to OR212	ODOT	County	Parcels 1 & 6 - Relinquishment of Permanent Easements	ROW not needed for OR212/224
6	N/A	N/A	Minuteman Way (from Mather north to south line of ODOT District 2B property)	CCDA	County	PE for Road - exhibit prepared by HHPR shows File as 7436-102. ODOT not party to transaction. <b>CCDA to record conveyance to County AFTER File 7436-051 has been conveyed to ODOT and recorded in Deed Records.</b> File 051 Parcel 6 from CCDA lies within the road that CCDA is conveying to County.	20.53

7. This Agreement has been drafted to state the terms and conditions of use for various properties as a result of the Project. Exhibits 1-6 describe the land and property rights to be transferred, and Attachment A outlines the estimated values of land and property rights provided by CCDA for accounting purposes. While all land conveyances described in this Agreement are being performed at no cost to any party and will require subsequent documentation to finalize such transactions, both the County and CCDA will receive full acknowledgement for the dollar value of the property conveyed to ODOT as part of their local match or local contribution towards the Project and future phases of the Sunrise Corridor system of improvements. All transfers and conveyances of property interests or other rights pursuant to this Agreement will be by separate instrument or deed, duly recorded, and with notice to the Federal Highway Administration (FHWA).

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

#### **TERMS OF AGREEMENT**

1. The term of this Agreement begins on the date all required signatures are obtained and shall terminate once all tasks set forth for County, ODOT, and CCDA within this Agreement are completed. Notwithstanding this paragraph, the duration of easements and all other obligations, liabilities and duties of the Parties shall survive.
2. County and CCDA shall transfer properties needed for ODOT road improvements to ODOT with deeds and documents to be prepared and filed as soon as practicable, upon execution of this Agreement by all parties.
  - a. Said executed Agreement shall be incorporated as an exhibit to the respective conveyance documents for File 7436-051 and 7436-051A.
  - b. Conveyance document(s) for File 7436-051 and 7436-051A shall contain the following language:
    - i. ODOT indemnifies, defends, saves, and holds harmless, subject to Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) CCDA and County from and against any and all losses, damages, costs or liabilities arising out of the action or inaction of ODOT, provided however, ODOT shall not be required to indemnify CCDA for any such liability arising out of the wrongful acts of Contractor, its officers, employees or agents, subsequent to acquiring the property from CCDA.
    - ii. ODOT indemnifies, defends, saves, and holds harmless, subject to Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), CCDA and County from and against any and all claims, losses, damages, costs or liabilities arising out of ODOT's breach of any covenants, servitudes, or other obligations to the Oregon Department of



Environmental Quality (DEQ) or the U.S. Environmental Protection Agency (EPA) as set out in the documents described and duly recorded with the transfer of this property to ODOT: (1) Memorandum of Lien Waiver & Easement and Equitable Servitude; (2) Soil Cap Management and Maintenance Plan; (3) Waste Management Plan; and (4) Health and Safety Restrictions for the Northwest Pipe & Casing Site, provided however, ODOT shall not be required to indemnify CCDA for any such liability arising out of the wrongful acts of Contractor, its officers, employees or agents.

- iii. CCDA indemnifies, defends, saves, and holds harmless ODOT from any and all losses, damages, costs or liabilities arising out of the action or inaction of CCDA prior to conveying the property to ODOT, relating to the existing contamination of the property; and from any failure of CCDA or County to comply with covenants and obligations they have to DEQ or EPA as set out in the documents described above.
3. ODOT shall transfer properties acquired for County road improvements to County with deeds and documents to be prepared and filed as soon as practicable, upon execution of this Agreement by all parties and acceptance by the County.
  4. The Parties agree that final property conveyance documents and legal descriptions, as applicable, will be developed prior to the conveyances contemplated by this Agreement. Each Party to which real property has been granted shall, at the grantee's sole cost, accept and record all deeds and other conveyance documents relating to the conveyances to which the Party is the grantee. Each party shall be satisfied with the condition of title prior to acceptance, in accordance with the terms of this Agreement. Both parties are in agreement as to the condition of title for all property transfers with the exception of the following, which are to be completed prior to closing by the grantor.
    - a. File 7436-051 Parcels 1-7 (see Exhibit 1). Based on that First American Title Company of Oregon 6th Supplemental Preliminary Title Report effective June 02, 2022, Order No. 7019-2491898, the parties agree the grantee, ODOT, will accept title in fee simple subject to all identified exceptions with the exception of the following to be cleared by the grantor, County / CCDA:
      - i. Exception #51 – Clear all recorded and unrecorded Emmert / EDC Leases, Forbearances, Rights of First Refusal, Options to Purchase.
    - b. File 7436-051A Parcels 1 & 2 (see Exhibit 2). Based on that First American Title Company of Oregon 4th Supplemental Preliminary Title Report effective August 09, 2022, Order No. 7019-2860847, the parties agree:
      - i. Upon conveyance of “Permanent Easement for Highway / Option to Purchase”, ODOT will accept the conveyance subject to existing exceptions and additional terms identified in Section 12. C. 3. b below.

1. County / CCDA shall be responsible for notification to DEQ a

minimum of 10 days prior to conveyance (Exception 21 & 22).

- ii. In the future, if File 7436-051A Parcels 1 &/or 2 are deemed necessary for highway purposes as described in Section 12. C. 3. c. below, ODOT will accept the conveyance in fee simple, subject to the exceptions set forth in that First American Title Company of Oregon 4th Supplemental Preliminary Title Report effective August 09, 2022, Order No. 7019-2860847, except as provided below. The conveyance shall be further subject to the terms in Section 12. C. 3. c., and the following:
  1. Within 30 days, but no later than 90 days, of the end of the 1 year notice period, the County / CCDA shall clear the following exceptions:
    - a. Exception #25 – Easement Agreement.
    - b. Exception #26 – Clear all recorded and unrecorded Emmert / EDC Leases, Forbearances, Rights of First Refusal, Options to Purchase.
  2. Upon conveyance of fee title to ODOT, the permanent easement for highway and option to purchase is extinguished through merger.
  3. County / CCDA shall be responsible for notification to DEQ a minimum of 10 days prior to conveyance (Exception 21 & 22).
5. If new title exceptions are added between the effective date of this Agreement and date of closing, CCDA agrees to clear any exceptions not satisfactory to ODOT within 30 days of written request by ODOT. The Parties understand that this Agreement covers only the Project Properties described in Exhibits 1-6 and does not authorize or convey any right to any Party to use any additional property outside of the Project Properties, without the other Party's prior written consent and approval. The terms and conditions of any Party's use or occupancy of any property apart from Project Properties will be addressed by separate agreement(s).
6. The Parties understand that the Project Properties must not be used for any purpose other than as stated in this Agreement. Breach of this provision through unauthorized use may result in the revocation of any applicable permission specified in the transfer documents entered into as a result of this Agreement and reversion of property interests conveyed under subsequent instruments.
7. The County and CCDA will receive full acknowledgement of the dollar value of all property interests conveyed to ODOT towards their local match or local contribution to the Project. The Parties acknowledge that the dollar value of the properties conveyed to ODOT by the County and the CCDA is \$17,880,673 as provided in Attachment A.
8. The Parties agree that the acknowledged value of property contributed by the County and the CCDA toward the Project exceeds what would be expected as the local match or local contribution percentages for the Project. Additionally, certain parcels of real property that

have been devoted to the current phase of the Project are also necessary for future phases of the Project. Specifically, in this agreement Parcel 4 of File 7436-051 (See Exhibit 1) and Parcels 1 and 2 of File 7436-051A (See Exhibit 2) are encumbered for both current and future phases of the Project. Accordingly, the Parties agree that to the extent possible, the County and CCDA will receive acknowledgement of these local contributions during funding applications for any future phases of the Sunrise Corridor system of improvements. Any real property values associated with future phases of the Project will be assessed at the time of actual construction of those phases. Parcel 4 of File 7436-051 (See Exhibit 1) and Parcels 1 and 2 of File 7436-051A (See Exhibit 2) will be valued at a minimum of \$4,154,081, which represents the current values of those parcels.

9. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
10. The Parties agree that if the CCDA is terminated or ceases to exist, any reversionary interests in property subject to this Agreement shall be transferred to, and become the property of, the County, and the County shall assume the rights and responsibilities of CCDA hereunder.
11. Any indemnification of any party by ODOT, the County or CCDA in this agreement or any of the resulting agreements, deeds, easements, or grants, shall be limited as required by Article XI sections 7 and 10 of the Oregon Constitution and the Oregon Tort Claims Act.
12. The Parties agree that the property transactions will take place under the following terms and through subsequent documents, as applicable:
  - A. In the vicinity of Lawnfield Road:**
    1. County shall transfer to ODOT by quit claim deed all property interests for road or right of way purposes to portions of 82<sup>nd</sup> Drive and Herbert Court (0.98 acres more or less) and portion of Lawnfield Road (0.57 acres more or less) shown as Parcel 1 and 2 respectively of File 7436-104 (see Exhibit 3), together with all abutter's rights of access, if any, between the Sunrise Expressway and Grantor's remaining property.
    2. CCDA shall convey fee title to ODOT for highway purposes (1.08 acres more or less) shown as Parcel 2 of File 7436-051 (see Exhibit 1), together with all abutter's rights of access, if any, between the Sunrise Expressway and Grantor's remaining property.
    3. ODOT shall grant County a permanent easement for roadway purposes (56,805 sf more or less) shown as Parcel 1 of File 54886B (see Exhibit 4).

**B. In the vicinity of Mather Road:**

1. CCDA shall convey fee title to ODOT for highway purposes (6.57 acres more or less) shown as Parcel 1 of File 7436-051 (see Exhibit 1), together with all abutter's rights of access, if any, between the Sunrise Expressway and Grantor's remaining property. Deed to contain the following additional language for Parcel 1:
  - a. Grantor reserves the right to cross beneath the highway structure, but not onto the highway, at approximate station "SR1" 542+10 on the parcel herein conveyed, to serve remaining property on both sides of the highway so long as the remaining land on both sides of the highway remains in common ownership, of Clackamas County, Clackamas County Development Agency or other public agency. Grantor shall be liable for any damage to the highway structure incurred as a result of the exercise of this crossing right.
  - b. The rights to cross shall be limited to transit use of access road, streetcar test track, overhead electrical wires, storm water facilities and permission to affix overhead electrical wires to ODOT structure (subject to ODOT engineering review and approval) and specifically prohibit parking, storage, or any other use of the property by the grantor. Except that parking of vehicles during a period of loading or unloading shall be permitted; provided that vehicles are manned at all times; and provided further that no cargo of explosives, inflammables, or products giving off noxious fumes, odors, or vapors shall be permitted on, under, or across the highway right of way.
  - c. The right herein reserved shall in no way interfere with the paramount use of the land for highway purposes and, in the event of conflict resulting in damage to or interfering with use of the highway, shall terminate upon notification and compensation to the grantor by the State of Oregon by and through its Department of Transportation.
  - d. The right herein reserved shall be forfeited if the use of the remaining land on both sides of the highway changes or the ownership of the remaining land on both sides of the highway no longer remains in common ownership by Clackamas County, Clackamas County Development Agency or other public agency.
2. CCDA shall grant ODOT a permanent easement for retaining wall purposes (1,324 sf more or less), 5 feet in front of retaining wall along Tenant's test track, shown as Parcel 5 of File 7436-051 (see Exhibit 1).

3. CCDA shall grant ODOT a permanent easement for drainage facilities (1.01 acres more or less) on CCDA property along portions of Mather Road and Minuteman Way, shown as Parcel 6 of File 7436-051 (see Exhibit 1).
4. CCDA shall grant ODOT a temporary easement for work area for a period of four (4) years, commencing May 1, 2013, or for the duration of the Project to completion of construction, whichever occurs first, (2.28 acres more or less) shown as Parcel 7 of File 7436-051 (see Exhibit 1). Construction was completed July 1, 2016.
  - a. All work in this area shall be consistent with covenants, servitudes, or other obligations to the Oregon Department of Environmental Quality (DEQ) or the U.S. Environmental Protection Agency (EPA) as set out in the documents described and duly recorded with the transfer of this property to ODOT: (1) Memorandum of Lien Waiver & Easement and Equitable Servitude; (2) Soil Cap Management and Maintenance Plan; (3) Waste Management Plan; and (4) Health and Safety Restrictions for the Northwest Pipe & Casing Site.
  - b. ODOT's duty to indemnify CCDA and the County specifically includes, but is not limited to, any damage caused by hydraulic oil, fuel, oversized rock, construction debris or garbage. ODOT shall keep the parcel and work area fenced at all times it is in use for the Project so as to maintain separation from the Oregon Iron Works site. Upon completion of construction ODOT shall coordinate with the County to determine appropriate remediation of the work area. All construction work is complete and remediation of work area, if any, has been coordinated with County and completed.
5. County shall transfer to ODOT by quit claim deed all property interests for road or right of way purposes to a portion of Mather Road (0.44 acres more or less) shown as Parcel 3 of File 7436-104 (see Exhibit 3), together with all abutter's rights of access, if any, between the Sunrise Expressway and Grantor's remaining property.
6. ODOT shall relinquish the fee title acquired under File 7436-101 to the County for public road purposes (97,205 sf more or less) as Parcel 5 of Relinquishment File 7436-000A (see Exhibit 5). ODOT's conveyance to the County must include a reversionary interest in ODOT in the event that the property is ever used for other than public road purposes because highway trust funds were utilized for the purchase. "Public road purposes" includes necessary drainage and wetland buffers for roads required by regulatory agencies. Alternatively, County can reimburse ODOT for the value of the property no longer used for public road purposes.

**C. In the vicinity of 122<sup>nd</sup> Avenue:**

1. CCDA shall convey fee title to ODOT for highway purposes (13.16 acres more or less) shown as Parcel 3 of File 7436-051 (see Exhibit 1), together with all abutter's rights of access, if any, between the Sunrise Expressway and Grantor's remaining property.
2. CCDA shall convey fee title to ODOT for highway purposes (9.06 acres more or less) shown as Parcel 4 of File 7436-051 (see Exhibit 1), together with all abutter's rights of access, if any, between the Sunrise Expressway and Grantor's remaining property subject to the following reversionary interest in CCDA or County:
  - a. In the event that Parcel 4 is deemed unnecessary for highway purposes, all right, title, and interest in this parcel will revert to CCDA or County. Such determination will be made by the Clackamas County Board of Commissioners, the Oregon Transportation Commission, and the Metro Council no earlier than 10 years and no later than 20 years from the date of substantial completion of the Project, July 1, 2016.
  - b. Total area of parcels 3 and 4 is 22.22 acres more or less. The County and the CCDA shall retain all rights to the development density associated with parcels 3 and 4.
3. CCDA shall grant to ODOT a permanent easement for future highway purposes and option to purchase, shown as Parcel 1 (0.79 acres more or less) and Parcel 2 (0.91 acres more or less) of File 7436-051A (see Exhibit 2), subject to the following reversionary interest in CCDA and County:
  - a. In the event that these parcels are deemed unnecessary for highway purposes, all right, title and interest therein will revert to CCDA or County. Such determination must be made by the Clackamas County Board of Commissioners, the Oregon Transportation Commission and the Metro Council no earlier than 10 years and no later than 20 years from the date of substantial completion of the Project, July 1, 2016.
  - b. Upon conveyance of the Permanent Easement & Option to Purchase, but prior to any future conveyance of fee title to ODOT, County and CCDA agree that:
    - i. CCDA and County shall not sell, transfer, grant or otherwise encumber said parcels in any way with the exception of the ability to rent or lease as specified in items ii - iii below.

- ii. CCDA and County may lease or rent these parcels on a year-to-year basis. CCDA and County shall acquire ODOT's approval of all new leases and amendments on said parcels prior to execution of the lease or lease amendment.
    - iii. CCDA and County and its tenant(s) shall retain the right to use the property for storage and parking, except that storage or parking of vehicles containing explosives, inflammables or products giving off noxious fumes, odors or vapors shall be prohibited on the subject parcels.
  - c. At any time, the Clackamas County Board of Commissioners, the Oregon Transportation Commission and the Metro Council may determine that these parcels are necessary for highway purposes. In the event they are determined necessary, ODOT may exercise its Option to Purchase with a one (1) year notice from ODOT to CCDA and County. Upon receipt of notice:
    - i. CCDA shall immediately provide notice to all tenants. CCDA shall terminate and ensure that any and all leases, rental agreements, rights and/or interests of others are extinguished by the end of the one (1) year notice.
    - ii. CCDA shall ensure that the parcels are vacant of all buildings, fixtures and personal property by the end of the one (1) year notice.
    - iii. CCDA shall ensure that only those encumbrances set forth above in Section 4.b.ii affect the parcels by the end of the one (1) year notice. Section 4.b.ii requires CCDA/County to deliver title, subject only to those encumbrances shown in the First American Title Company of Oregon 4th Supplemental Preliminary Title Report effective August 09, 2022, Order No. 7019-2860847, with the additional removal of exceptions 25 and 26.
    - iv. All costs to clear title and property, including but not limited to title, legal, demolition, and relocation expenses are the sole responsibility of County/CCDA.
- 4. ODOT shall relinquish to County permanent easements for roadway, slope and utility purposes on properties acquired by ODOT for County road improvements on SE Knez Way (new cul-de-sac west of 125th Court) shown as Parcel 1 of Relinquishment File 7436-000A (see Exhibit 5).
- 5. ODOT shall relinquish to County a permanent easement for drainage facilities on properties acquired by ODOT for County road improvements south of SE Knez Way

- (cul-de-sac west of 125<sup>th</sup> Court) shown as Parcel 6 of Relinquishment File 7436-000A (see Exhibit 5).
6. ODOT shall relinquish to County permanent easements for roadway, slope and utility purposes on properties acquired by ODOT for County road improvements along SE 122<sup>nd</sup> Avenue and SE Ford Road shown as Parcels 2, 3, and 4 of Relinquishment File 7436-000A (see Exhibit 5).
  7. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
  8. **Remedies.** In the event one party is in default of this Agreement, the other party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to termination of this Agreement or initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits set of ORS 293.462. Where one party is in default of this Agreement, the other party may require the defaulting party to perform, at the defaulting party's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement. Additionally, in the event CCDA or County is in default of this Agreement, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to (a) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, and (b) withholding County's proportional share of Highway Fund distribution necessary to reimburse the State for costs incurred by such breach. County will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
  9. **Termination.** This Agreement may be terminated by mutual consent of both Parties. Either party may terminate this Agreement effective upon delivery of written notice to the other party, or at such later date as may be established by the notifying party, under any of the following conditions:
    - a. If the notified party is in default by violating any of the terms of this Agreement;
    - b. If either party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments or perform this Agreement;



- c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the activity under this Agreement is prohibited or ODOT is prohibited from covering the costs associated with this Agreement from the planned funding source.
- d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

This Agreement, MOU R1#00699, MCA 29149, MCA29631 and the attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

SIGNATURE PAGE TO FOLLOW

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**CLACKAMAS COUNTY**, by and through its  
Elected Officials

By \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

**CLACKAMAS COUNTY DEVELOPMENT  
AGENCY**, by and through its  
Local Officials

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

By \_\_\_\_\_

Date \_\_\_\_\_

**COUNTY Contact:**

Terry Mungenast, Technical Services  
Coordinator  
Clackamas County  
150 Beavercreek Road  
Oregon City, OR 97045  
503 742-4656  
[terrymun@co.clackamas.or.us](mailto:terrymun@co.clackamas.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Right of Way Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Herbert F. Lovejoy  
Assistant Attorney General

Date via email dated October 13, 2022

**ODOT Contact:**

Grant Casebeer, Right of Way Program  
Manager  
ODOT – Region 1  
123 NW Flanders Street  
Portland, OR 97209-4037  
Office: 503-731-8433  
[Grant.casebeer@odot.state.or.us](mailto:Grant.casebeer@odot.state.or.us)

**CCDA Contact:**

Dan Johnson, Manager  
Clackamas County Development Agency  
150 Beavercreek Road  
Oregon City, OR 97045  
503 742-4325  
[danjoh@co.clackamas.or.us](mailto:danjoh@co.clackamas.or.us)

**EXHIBIT 1 – 7436-051 Legal Description Page 1 of 6**

EXHIBIT A – Page 1 of 8

File 7436051  
 Drawing 11B-8-12  
 4/10/2017

**PARCEL 1 – Fee**

A parcel of land lying in the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain And Sale Deed to Clackamas County Development Agency, recorded October 10, 2005 as Recorder's Fee No. 2005-100311, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the "SR1" center line, which center line is described as follows:

Beginning at Engineer's center line Station "SR1" 515+53.74 P.T., said station being 3,443.44 feet North and 835.65 feet East of the Southwest corner of the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M.; thence South 24°38'51" East 112.68 feet; thence on a spiral curve left (the long chord of which bears South 28°59'59" East 274.37 feet) 275.00 feet; thence on a 603.11 foot radius curve left (the long chord of which bears South 54°34'41" East 350.01 feet) 355.12 feet; thence on a spiral curve left (the long chord of which bears South 75°24'17" East 124.94 feet) 125.00 feet; thence South 77°23'01" East 77.77 feet; thence on a spiral curve right (the long chord of which bears South 75°45'31" East 194.94 feet) 195.00 feet; thence on a 1,145.92 foot radius curve right (the long chord of which bears South 62°06'28" East 413.75 feet) 416.03 feet; thence on a spiral curve right (the long chord of which bears South 46°52'25" East 289.79 feet) 290.00 feet; thence South 44°27'26" East 407.35 feet; thence on a spiral curve left (the long chord of which bears South 46°24'25" East 389.82 feet) 390.00 feet; thence on a 1,909.86 foot radius curve left (the long chord of which bears South 61°38'21" East 750.55 feet) 755.47 feet; thence on a spiral curve left (the long chord of which bears South 77°28'17" East 449.72 feet) 450.00 feet; thence South 79°43'16" East 458.39 feet to Engineer's center line Station "SR1" 558+61.54, said station being 1,478.45 feet North and 123.15 feet West of the one quarter corner common to Sections 9 and 10, Township 2 South, Range 2 East, W.M.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southwesterly Side of Center Line
"SR1" 534+50.00		"SR1" 541+00.00	100.00
"SR1" 541+00.00		"SR1" 544+68.26	110.00
"SR1" 544+68.26		"SR1" 546+78.50	110.00 in a straight line 64.50
"SR1" 546+78.50		"SR1" 547+11.95	64.50 in a straight line 69.57
"SR1" 547+11.95		"SR1" 547+38.17	69.57 in a straight line 82.10
"SR1" 547+38.17		"SR1" 547+49.26	82.10 in a straight line 91.60
"SR1" 547+49.26		"SR1" 547+80.00	91.60 in a straight line 110.00
"SR1" 547+80.00		"SR1" 551+00.00	110.00
Station	to	Station	Width on Northeasterly Side of Center Line
"SR1" 534+50.00		"SR1" 550+00.00	100.00

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**EXHIBIT A – Page 2 of 6**

**File 7436051**

Drawing 11B-6-12  
4/10/2017

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83(CORS96) EPOCH 2002.

This parcel of land contains 6.57 acres, more or less.

**PARCEL 2 – Fee**

A parcel of land lying in the in the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being that property described in that Statutory Warranty Deed to Clackamas County Development Agency, recorded June 14, 2006 as Recorder's Fee No. 2006-054151, Film Records of Clackamas County.

This parcel of land contains 1.08 acres, more or less.

**PARCEL 3 – Fee**

A parcel of land lying in the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$ , and NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 10, NW $\frac{1}{4}$  SW $\frac{1}{4}$  and SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 11, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property designated as Parcels I, II, and III and described in that Statutory Warranty Deed to Clackamas County Development Agency, the urban renewal agency of the County of Clackamas, State of Oregon recorded April 13, 2007 as Recorder's Fee No. 2007-031754, Film Records of Clackamas County; the said parcel being that portion of said property lying Southerly and Southwesterly of the following described line:

Beginning at a point opposite and 35.00 feet Northerly of Engineer's Station "L1" 599+00.00 on the "L1" center line: thence Northeasterly in a straight line to a point opposite and 175.00 feet Northerly of Engineer's Station "L1" 601+46.00; thence Easterly in a straight line to a point opposite and 185.00 feet Northerly of Engineer's Station "L1" 602+50.00; thence Southeasterly in a straight line to a point opposite and 105.00 feet Northerly of Engineer's Station "L1" 603+33.00; thence Easterly in a straight line to a point opposite and 116.00 feet Northerly of Engineer's Station "L1" 605+24.00; thence Easterly in a straight line to a point opposite and 112.00 feet Northerly of Engineer's Station "L1" 608+13.00; thence Northeasterly in a straight line to a point opposite and 195.00 feet Northerly of Engineer's Station "L1" 608+78.50; thence Easterly in a straight line to a point opposite and 252.00 feet Northerly of Engineer's Station "L1" 609+77.00; thence Southeasterly in a straight line to a point opposite and 203.00 feet Northerly of Engineer's Station "L1" 611+76.00; thence Southerly in a straight line to a point opposite and 90.00 feet Northeasterly of Engineer's Station "L1" 612+16.00; thence Southeasterly in a straight line to a point opposite and 90.00 feet Northeasterly of Engineer's Station "L1" 613+95.00; thence Southeasterly in a straight

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**EXHIBIT A – Page 3 of 6**

**File 7436051**

Drawing 11B-8-12  
4/10/2017

line to a point opposite and 92.92 feet Northeasterly of Engineer's Station "L1" 616+50.00 on said center line.

The "L1" center line is described as follows:

Beginning at Engineer's center line Station "L1" 500+00.00, said station being 4,101.65 feet North and 542.02 feet West of the Southwest corner of the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M.; thence South 81°03'05" East 394.85 feet; thence on a spiral curve right (the long chord of which bears South 78°23'07" East 799.31 feet) 800.00 feet; thence on a 2864.79 foot radius curve right (the long chord of which bears South 60°06'26" East 1283.45 feet) 1294.44 feet; thence on a spiral curve right (the long chord of which bears South 41°49'44" East 799.31 feet) 800.00 feet; thence South 39°09'46" East 230.71 feet; thence on a spiral curve left (the long chord of which bears South 43°39'38" East 897.78 feet) 900.00 feet; thence on a 1909.86 foot radius curve left (the long chord of which bears South 59°35'31" East 460.82 feet) 461.95 feet; thence on a spiral curve left (the long chord of which bears South 75°19'24" East 877.93 feet) 880.00 feet; thence South 79°43'16" East 186.91 feet; thence on a spiral curve right (the long chord of which bears South 78°09'54" East 746.78 feet) 747.00 feet; thence on a 4583.66 foot radius curve right (the long chord of which bears South 71°54'59" East 501.53 feet) 501.78 feet; thence on a spiral curve right (the long chord of which bears South 65°46'49" East 719.80 feet) 720.00 feet; thence South 64°16'49" East 199.17 feet; thence on a spiral curve left (the long chord of which bears South 66°04'48" East 719.72 feet) 720.00 feet; thence on a 3819.72 foot radius curve left (the long chord of which bears South 76°53'15" East 958.43 feet) 960.97 feet; thence on a spiral curve left (the long chord of which bears South 86°35'41" East 499.90 feet) 500.00 feet; thence South 87°50'41" East 19.56 feet; thence on a spiral curve right (the long chord of which bears South 84°46'59" East 349.60 feet) 350.00 feet; thence on a 1091.35 foot radius curve right (the long chord of which bears South 42°39'31" East 1282.92 feet) 1371.38 feet; thence South 6°39'35" East 193.52 feet to Engineer's center line Station "L1" 622+32.23, said station being 897.62 feet South and 55.34 feet East of the one quarter corner common to Sections 10 and 11, Township 2 South, Range 2 East, W.M.

ALSO that portion of said property designated as Parcel IV and described in said Statutory Warranty Deed to Clackamas County Development Agency, the urban renewal agency of the County of Clackamas, State of Oregon recorded April 13, 2007 as Recorder's Fee No. 2007-031754, Film Records of Clackamas County

EXCEPT therefrom that portion of said property lying Southerly and Southwesterly of the following described line:

Beginning at a point opposite and 356.89 feet Southwesterly of Engineer's Station "L1" 613+00.00; thence Easterly in a straight line to a point opposite and 175.00 feet Southwesterly of Engineer's Station "L1" 615+00.00; thence Southeasterly in a straight line to a point opposite and 180.30 feet Southwesterly of Engineer's Station "L1"

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**EXHIBIT A** – Page 4 of 6

**File 7436051**

Drawing 11B-6-12  
4/10/2017

617+46.38, said point also being the Northeast corner of Parcel 2, Partition Plat No.1998-92.

ALSO EXCEPT therefrom that portion of said property designated as Parcel I, and described in said Statutory Warranty Deed to Clackamas County Development Agency, the urban renewal agency of the County of Clackamas, State of Oregon recorded April 13, 2007 as Recorder's Fee No. 2007-031754, Film Records of Clackamas County; lying Southerly and Southwesterly of a line parallel with and 120.00 feet Southwesterly of said "L1" center line.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83(CORS96) EPOCH 2002.

This parcel of land contains 13.16 acres, more or less.

**PARCEL 4 – Fee**

A parcel of land lying in the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$ , and in the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 10, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property designated as Parcels II and V and described in that Statutory Warranty Deed to Clackamas County Development Agency, the urban renewal agency of the County of Clackamas, State of Oregon recorded April 13, 2007 as Recorder's Fee No. 2007-031754, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the "L1" center line, which is described in Parcel 3.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
"L1" 599+00.00		"L1" 605+04.00	290.00 in a straight line to 410.00
"L1" 605+04.00		"L1" 605+34.00	410.00 in a straight line to 265.00
"L1" 605+34.00		"L1" 609+77.00	265.00 in a straight line to 435.28

ALSO that portion of said property designated as Parcel III and described in said Statutory Warranty Deed to Clackamas County Development Agency, the urban renewal agency of the County of Clackamas, State of Oregon, recorded April 13, 2007 as Recorder's Fee No. 2007-031754, Film Records of Clackamas County.

EXCEPT therefrom Parcel 3.

This parcel of land contains 9.06 acres, more or less.

**EXHIBIT 1 – 7436-051 Legal Description Page 5 of 6**

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File 7436051  
 Drawing 11B-6-12  
 4/10/2017

**PARCEL 5 – Permanent Easement For Retaining Wall**

A parcel of land lying in the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain And Sale Deed to Clackamas County Development Agency, recorded October 10, 2005 as Recorder's Fee No. 2005-100311, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the "SR1" center line, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southwesterly Side of Center Line
"SR1" 544+68.26		"SR1" 545+27.00	110.00 in a straight line to 99.00
"SR1" 545+27.00		"SR1" 546+78.50	99.00 in a straight line to 69.50
"SR1" 546+78.50		"SR1" 547+11.95	69.50 in a straight line to 74.57
"SR1" 547+11.95		"SR1" 547+38.17	74.57 in a straight line to 87.10
"SR1" 547+38.17		"SR1" 547+49.26	87.10 in a straight line to 96.60
"SR1" 547+49.26		"SR1" 547+80.00	96.60 in a straight line to 110.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 1,324 square feet, more or less.

**PARCEL 6 – Permanent Easement For Drainage Facilities**

A parcel of land lying in the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain And Sale Deed to Clackamas County Development Agency, recorded October 10, 2005 as Recorder's Fee No. 2005-100311, and in that Warranty Statutory Form recorded June 23, 1987 as Recorder's Fee No. 87-28359, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land 20.00 feet in width, 10.00 feet on each side of the "DR1" center line, which center line is described as follows:

Beginning at Engineer's center line Station "DR1" 533+61.77, said station being 2,299.90 feet North and 2,097.06 feet East of the Southwest corner of the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M.; thence S 22°52'20" E, 250.04 feet; thence S 21°33'43" E, 260.01 feet; thence S 17°41'16" E, 240.61 feet; thence S 16°40'27" E 114.92 feet; thence S 17°21'18" E, 81.79 feet; thence S 25°43'48" E, 244.00 feet; thence S 69°21'41" E, 268.08 feet; thence N 70°03'40" E, 146.69 feet; thence N 70°03'40" E, 350.00 feet; thence N 69°17'16" E, 310.13 feet; thence N 54°45'04" E, 135.49 feet to Engineer's center line Station "DR1" 557+63.33.

**EXHIBIT 1 – 7436-051 Legal Description Page 6 of 6**

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Drawing 11B-8-12  
4/10/2017

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83(CORS96) EPOCH 2002.

This parcel of land contains 1.01 acres, more or less.

**PARCEL 7 – Temporary Easement For Work Area (4 years or duration of Project, whichever is sooner)**

A parcel of land lying in the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain And Sale Deed to Clackamas County Development Agency, recorded October 10, 2005 as Recorder's Fee No. 2005-100311, Film Records of Clackamas County; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Southwesterly side of the "SR1" center line, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southwesterly Side of Center Line
"SR1" 534+50.00		"SR1" 539+75.00	180.00 in a straight line to 405.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 2.28 acres, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

DIGITAL SIGNATURE

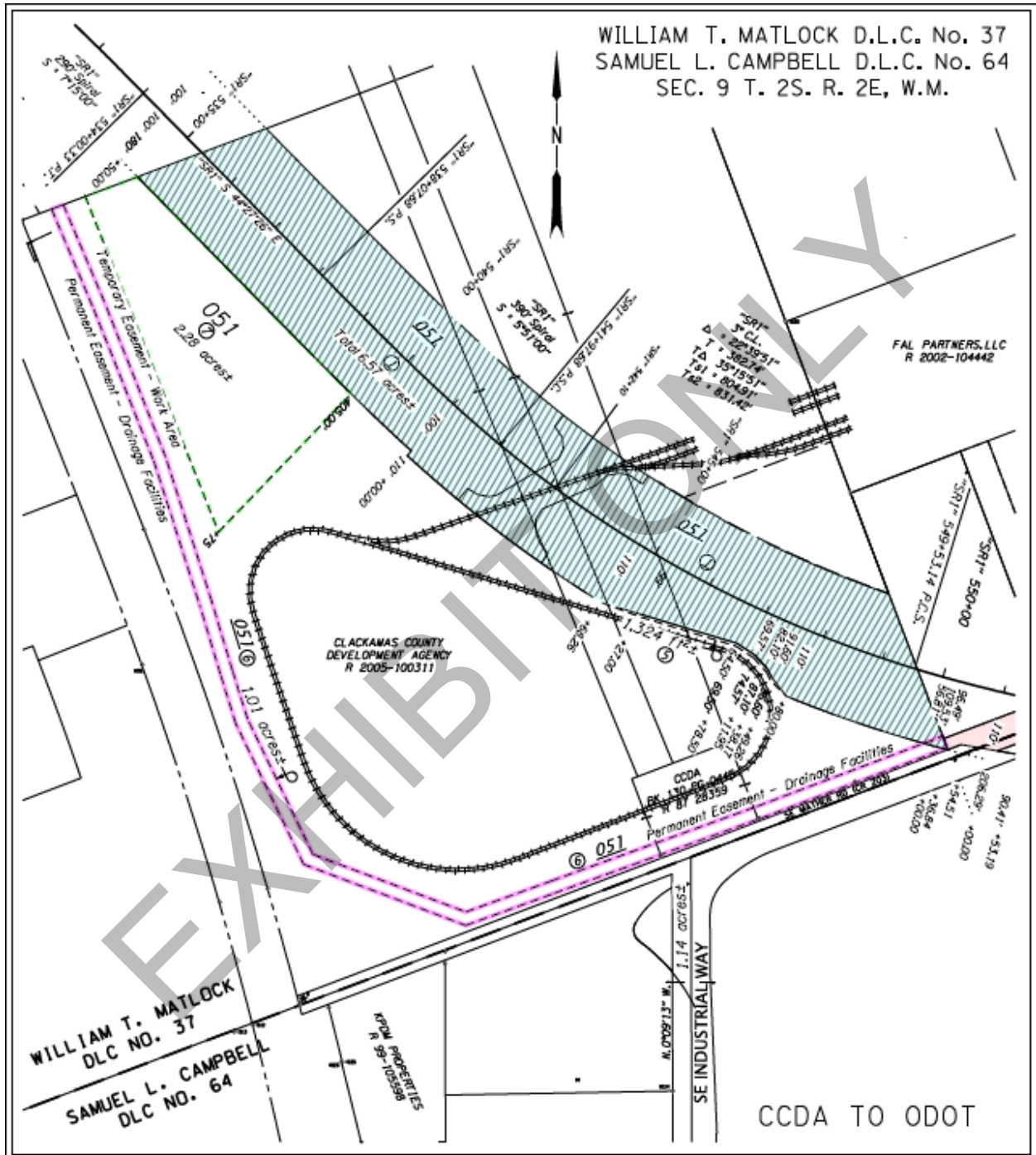
OREGON  
JANUARY 20, 1998  
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EXPIRES: 12-31-2018



**EXHIBIT 1 – 7436-051 Exhibit Map Page 1 of 3**

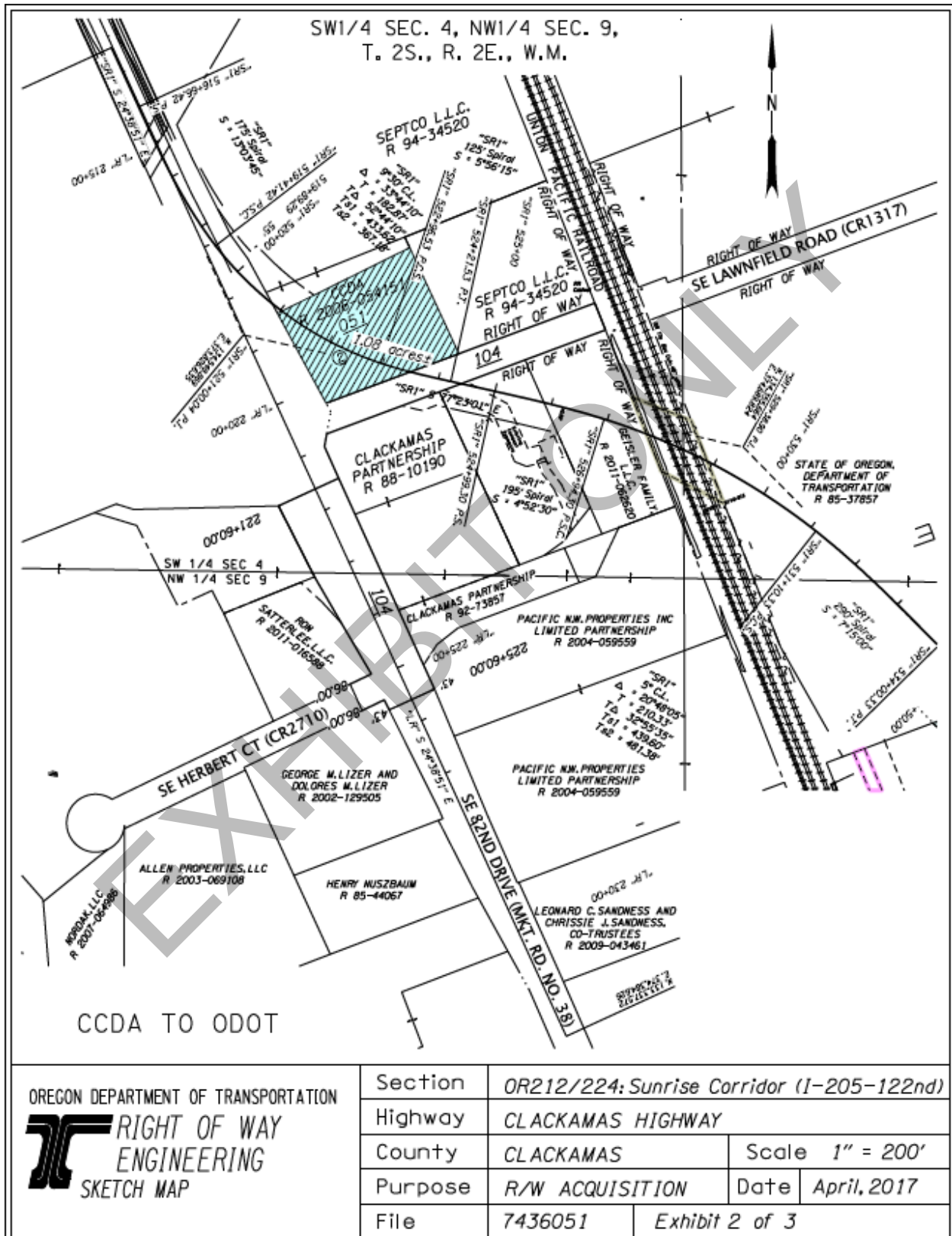
Parcel 1 - Fee 6.57 ac, Parcel 5 - PE Retaining Wall 1,324 sf, Parcel 6 - PE Drainage 1.01 ac, & Parcel 7- TE Work Area 2.28 ac



OREGON DEPARTMENT OF TRANSPORTATION  <b>RIGHT OF WAY ENGINEERING</b> SKETCH MAP	Section	OR212/224: Sunrise Corridor (I-205-122nd)		
	Highway	CLACKAMAS HIGHWAY		
	County	CLACKAMAS	Scale	1" = 200'
	Purpose	R/W ACQUISITION	Date	April, 2017
	File		Exhibit 1 of 3	

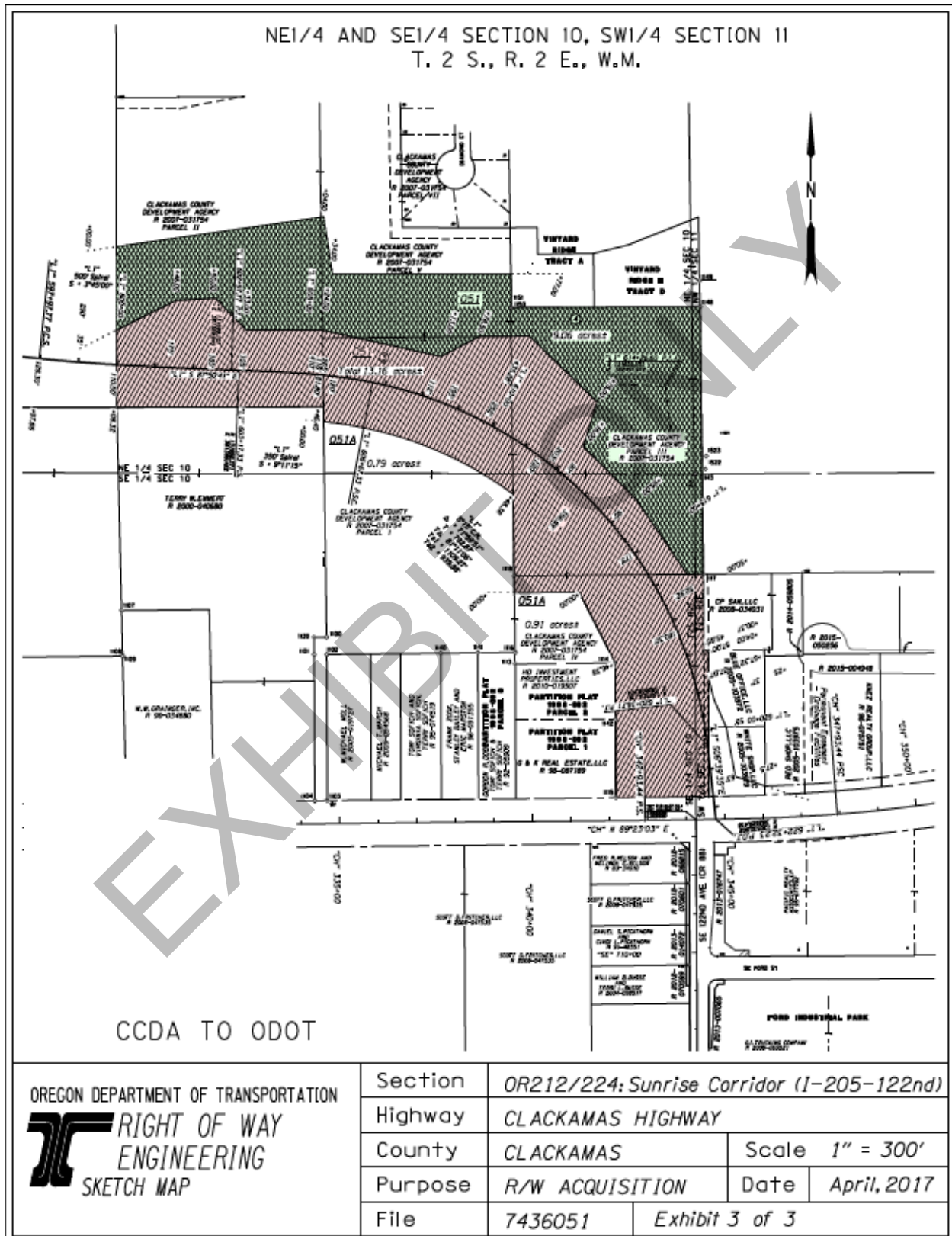
**EXHIBIT 1 – 7436-051 Exhibit Map Page 2 of 3**

*Parcel 2 – Fee 1.08 ac*



**EXHIBIT 1 – 7436-051 Exhibit Map Page 3 of 3**

*Parcel 3 - Fee 13.16 ac & Parcel 4 – 9.06 ac*



**EXHIBIT 2 – 7436-051A Legal Description Page 1 of 2**

**EXHIBIT A – Page 1 of 2**

**File 7436051A**

Drawing 11B-6-12  
4/10/2017

**PARCEL 1 – Permanent Easement for Highway Right of Way Purposes**

A parcel of land lying in the SE¼ NE¼ of Section 10, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property designated as Parcel 1 and described in that Statutory Warranty Deed to Clackamas County Development Agency, the urban renewal agency of the County of Clackamas, State of Oregon recorded April 13, 2007 as Recorder's Fee No. 2007-031754, Film Records of Clackamas County; said parcel being that portion of said property lying Northerly of the North line of that property designated as Parcel 1 and described in that Special Warranty Deed –Statutory Form to Terry W. Emmert recorded June 23, 2000 as Recorder's Fee No. 2000-040680, Film Records of Clackamas County and Southerly of a line parallel with and 120.00 feet Southwesterly of the "L1" center line, which center line is described as follows:

Beginning at Engineer's center line Station "SR1" 515+53.74 P.T., said station being 3,443.44 feet North and 835.65 feet East of the Southwest corner of the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M.; thence South 24°38'51" East 112.68 feet; thence on a spiral curve left (the long chord of which bears South 28°59'59" East 274.37 feet) 275.00 feet; thence on a 603.11 foot radius curve left (the long chord of which bears South 54°34'41" East 350.01 feet) 355.12 feet; thence on a spiral curve left (the long chord of which bears South 75°24'17" East 124.94 feet) 125.00 feet; thence South 77°23'01" East 77.77 feet; thence on a spiral curve right (the long chord of which bears South 75°45'31" East 194.94 feet) 195.00 feet; thence on a 1,145.92 foot radius curve right (the long chord of which bears South 62°06'28" East 413.75 feet) 416.03 feet; thence on a spiral curve right (the long chord of which bears South 46°52'25" East 289.79 feet) 290.00 feet; thence South 44°27'26" East 407.35 feet; thence on a spiral curve left (the long chord of which bears South 46°24'25" East 389.82 feet) 390.00 feet; thence on a 1,909.86 foot radius curve left (the long chord of which bears South 61°38'21" East 750.55 feet) 755.47 feet; thence on a spiral curve left (the long chord of which bears South 77°28'17" East 449.72 feet) 450.00 feet; thence South 79°43'16" East 458.39 feet to Engineer's center line Station "SR1" 558+61.54, said station being 1,478.45 feet North and 123.15 feet West of the one quarter corner common to Sections 9 and 10, Township 2 South, Range 2 East, W.M.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83(CORS96) EPOCH 2002.

This parcel of land contains 0.79 acres, more or less.

**EXHIBIT 2 – 7436-051A Legal Description Page 2 of 2**

**EXHIBIT A – Page 2 of 2**

**File 7436051A**

Drawing 11B-6-12  
4/10/2017

**PARCEL 2 – Permanent Easement for Highway Right of Way Purposes**

A parcel of land lying in the NE¼SE¼ of Section 10, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being a portion of that property designated as Parcel IV and described in that Statutory Warranty Deed to Clackamas County Development Agency, the urban renewal agency of the County of Clackamas, State of Oregon recorded April 13, 2007 as Recorder's Fee No. 2007-031754, Film Records of Clackamas County; the said parcel being that portion of said property lying Southerly and Southwesterly of the following described line:

Beginning at a point opposite and 356.89 feet Southwesterly of Engineer's Station "L1" 613+00.00; thence Easterly in a straight line to a point opposite and 175.00 feet Southwesterly of Engineer's Station "L1" 615+00.00; thence Southeasterly in a straight line to a point opposite and 180.30 feet Southwesterly of Engineer's Station "L1" 617+46.38, said point also being the Northeast corner of Parcel 2, Partition Plat No.1998-92.

The center line of "L1" is described in Parcel 1

This parcel of land contains 0.91 acres, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

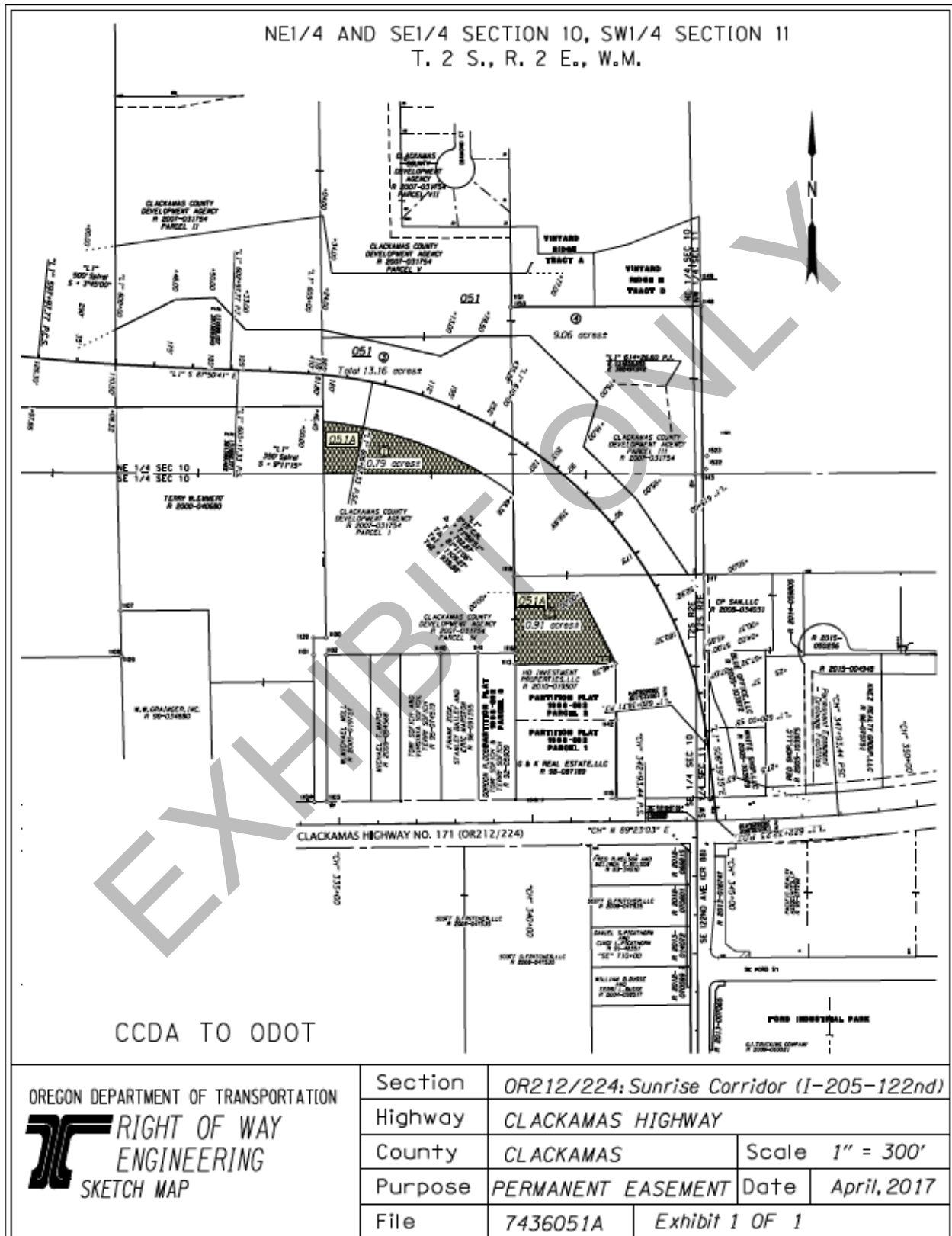
DIGITAL SIGNATURE

OREGON  
JANUARY 20, 1998  
FESTUS I. OBIJIOFOR  
\*02852LS


EXPIRES: 12-31-2018

**EXHIBIT 2 – 7436-051A Exhibit Map Page 1 of 1**

*Parcel 1 – Permanent Easement for Hwy 0.79 ac & Parcel 2 – Permanent Easement for Hwy 0.91 ac*



CCDA TO ODOT

OREGON DEPARTMENT OF TRANSPORTATION  
 **RIGHT OF WAY  
 ENGINEERING**  
 SKETCH MAP

Section	OR212/224: Sunrise Corridor (I-205-122nd)		
Highway	CLACKAMAS HIGHWAY		
County	CLACKAMAS	Scale	1" = 300'
Purpose	PERMANENT EASEMENT	Date	April, 2017
File	7436051A	Exhibit 1 OF 1	

**EXHIBIT 3 – 7436-104 Legal Description Page 1 of 3**

**EXHIBIT A – Page 1 of 3**

**File 7436104**

Drawing 11B-6-12  
06/12/2017

**Parcel 1 – (SE 82<sup>ND</sup> Drive ) To Be Quitclaimed To Oregon Department of Transportation**

All land within the right of way boundaries of S E 82<sup>ND</sup> Drive (Market Road No. 38) under Clackamas County jurisdiction, lying Southeasterly of a line at right angles to the center line of the relocated SE 82nd Drive at Engineer's Station "LR" 221+ 60.00 and Northwesterly of a line at right angles to the center line of the said relocated SE 82nd Drive at Engineer's Station "LR" 225+60.00.

ALSO all land within the right of way boundaries of County Road No. 2710 (SE Herbert Court) under Clackamas County jurisdiction, lying Easterly of a line parallel with and 86 feet Westerly of the said center line of the relocated SE 82nd Drive.

Said right of way boundaries referred to above lies in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, and in the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon.

The center line of the relocated SE 82nd Drive is described as follows:

Beginning at Engineer's center line Station "LR" 212+58.02, said station being 3500.67 feet North and 811.60 feet East of the Southwest corner of the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M.; thence South 24°38'51" East 1941.98 feet to Engineer's center line Station "LR" 232+00.00, said station being 1735.62 feet North and 1621.47 feet East of the Southwest corner of the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83(CORS96) EPOCH 2002.

This parcel of land contains 0.98 acres, more or less.

**Parcel 2 – (SE Lawnfield Road ) To Be Quitclaimed To Oregon Department of Transportation**

All land within the right of way boundaries of County Road No. 1317 (SE Lawnfield Road) under Clackamas County jurisdiction, lying Northeasterly of SE 82<sup>ND</sup> Drive (Market Road No. 38) and Southwesterly of the West right of way line of Union Pacific Railroad.

**EXHIBIT 3 – 7436-104 Legal Description Page 2 of 3**

**EXHIBIT A – Page 2 of 3**

**File 7436104**

Drawing 11B-8-12  
06/12/2017

Said right of way boundaries referred to above lies in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4 and in the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon.

This parcel of land contains 0.57 acres, more or less.

**Parcel 3 – (SE Mather Road) To Be Quitclaimed To Oregon Department of Transportation**

All land within the right of way boundaries of County Road No. 203 (SE Mather Road) under Clackamas County jurisdiction, lying Westerly of the East line of Lot 2 and the Southerly extension thereof, BORDEAUX COMMERCE PARK, Clackamas County, Oregon and Easterly and Northerly of the following described line:

Beginning at the intersection of the North line of said County Road No. 203 (SE Mather Road) with the West line of Lot 1, BORDEAUX COMMERCE PARK, Clackamas County, Oregon; thence Southerly along the Southerly extension of the said West line of Lot 1, BORDEAUX COMMERCE PARK, Clackamas County, Oregon to a point opposite and 109.53 feet Southerly of the "SR1" center line at Engineer's Station "SR1" 550+36.84; thence Easterly in a straight line to a point opposite and 96.49 feet Southerly of the said center line at Engineer's Station "SR1" 550+54.51; thence Easterly in a straight line to the Southerly right of way line of said County Road No. 203. (SE Mather Road) at a point opposite and 92.56 feet Southerly of the said "SR1" center line at Engineer's Station "SR1" 551+11.27.

Said right of way boundaries referred to above lies in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 9, William T. Matlock D.L.C. No. 37, Samuel L. Campbell D.L.C. No. 64, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon.

The "SR1" center line is described as follows:

Beginning at Engineer's center line Station "SR1" 515+53.74 P.T., said station being 3,443.44 feet North and 835.65 feet East of the Southwest corner of the William T. Matlock D.L.C. No. 37, Township 2 South, Range 2 East, W.M.; thence South 24°38'51" East 112.68 feet; thence on a spiral curve left (the long chord of which bears South 28°59'59" East 274.37 feet) 275.00 feet; thence on a 603.11 foot radius curve left (the long chord of which bears South 54°34'41" East 350.01 feet) 355.12 feet; thence on a spiral curve left (the long chord of which bears South 75°24'17" East 124.94 feet) 125.00 feet; thence South 77°23'01" East 77.77 feet; thence on a spiral curve right (the long chord of which bears South 75°45'31" East 194.94 feet) 195.00 feet; thence on a 1,145.92 foot radius curve right (the long chord of which bears South 62°06'28" East



**EXHIBIT 3 – 7436-104 Legal Description Page 3 of 3**

**EXHIBIT A – Page 3 of 3**

**File 7436104**

Drawing 11B-6-12  
06/12/2017

413.75 feet) 416.03 feet; thence on a spiral curve right (the long chord of which bears South 46°52'25" East 289.79 feet) 290.00 feet; thence South 44°27'26" East 407.35 feet; thence on a spiral curve left (the long chord of which bears South 46°24'25" East 389.82 feet) 390.00 feet; thence on a 1,909.86 foot radius curve left (the long chord of which bears South 61°38'21" East 750.55 feet) 755.47 feet; thence on a spiral curve left (the long chord of which bears South 77°28'17" East 449.72 feet) 450.00 feet; thence South 79°43'16" East 458.39 feet to Engineer's center line Station "SR1" 558+61.54, said station being 1,478.45 feet North and 123.15 feet West of the one quarter corner common to Sections 9 and 10, Township 2 South, Range 2 East, W.M.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83(CORS96) EPOCH 2002.

This parcel of land contains 0.44 acres, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

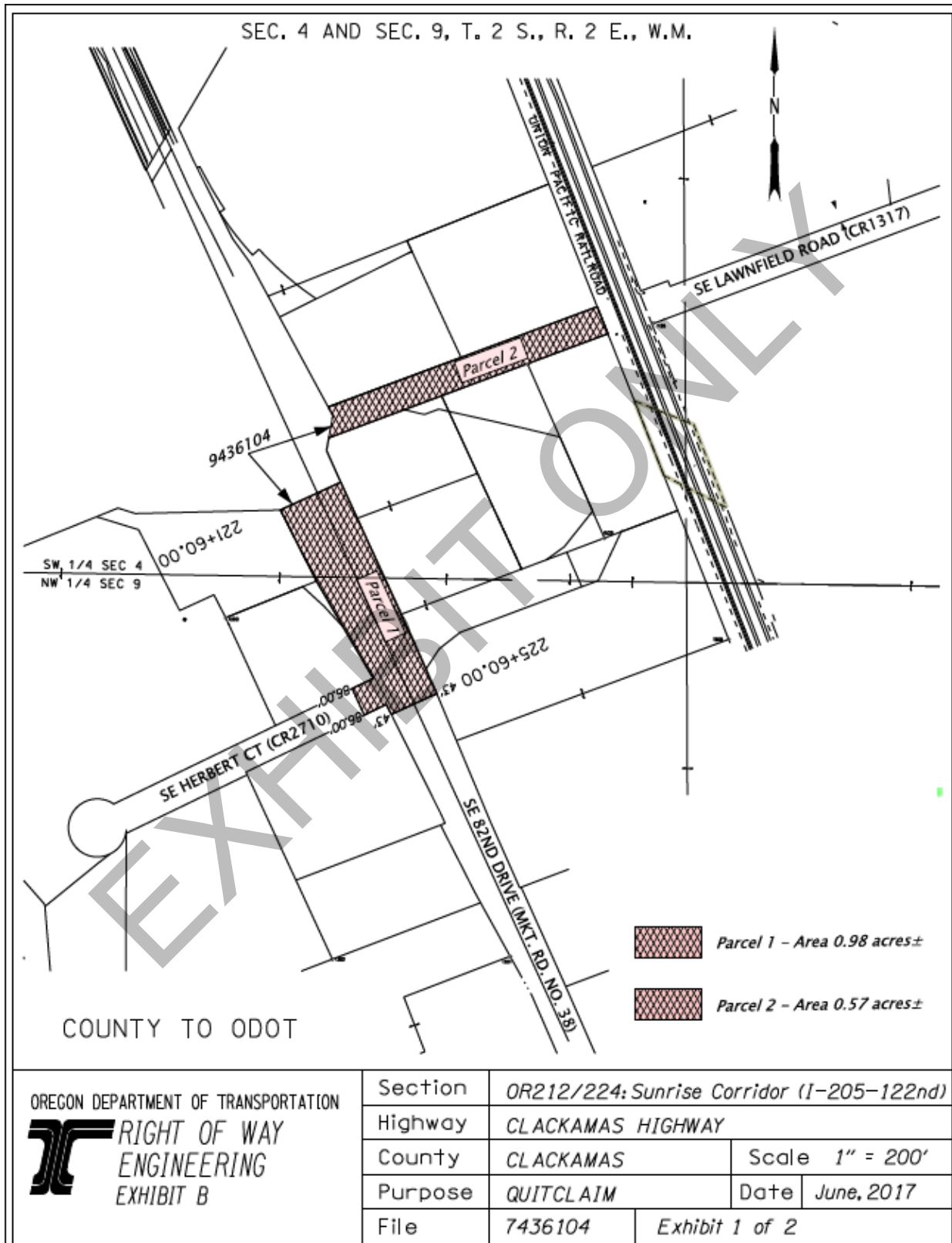
DIGITAL SIGNATURE

OREGON  
JANUARY 20, 1998  
FESTUS I. OBIJIOFOR  
#02852LS

EXPIRES: 12-31-2018

**EXHIBIT 3 – 7436-104 Exhibit Map Page 1 of 2**


*Parcel 1 – Quit Claim & Parcel 2 – Quit Claim*



**EXHIBIT 3 – 7436-104 Exhibit Map Page 2 of 2**

**Parcel 3 – Quit Claim**



OREGON DEPARTMENT OF TRANSPORTATION  RIGHT OF WAY ENGINEERING EXHIBIT B	Section	OR212/224: Sunrise Corridor (I-205-122nd)		
	Highway	CLACKAMAS HIGHWAY		
	County	CLACKAMAS	Scale 1" = 200'	
	Purpose	QUITCLAIM	Date	June, 2017
	File	7436104	Exhibit 1 of 2	

**EXHIBIT 4 – 54886B Legal Description Page 1 of 2**

**EXHIBIT A** - Page 1 of 2

**File 54886B**  
See Sketch (Exhibit "B")  
04/06/2017

**Permanent Easement for Highway Right of Way Purposes**

A parcel of land lying in the SE 1/4 and SW 1/4 of Section 4 and the NE1/4 of Section 9, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon and being a portion of that certain property described in that Statutory Warranty Deed to the State of Oregon, by and through the Department of Transportation, Recorded October 23, 1985 in Fee Number 85-37857, Clackamas County Deed Records; the said parcel being that portion of said property included in a strip of land variable in width, lying westerly and easterly of the center line of the relocated Industrial Way, which center line is described as follows:

**Beginning** at Engineer's Centerline Station 0+00.00, said point bears South 49°19'17" West, 1596.92 feet from the angle corner on the north line of the Samuel Campbell Donation Land Claim Number 64, in said Section 9; Thence North 01° 26' 23" East, 259.95 feet to Station 2+59.95 at the beginning of a 250.00 foot radius curve to the left; Thence along the arc of said curve through a central angle of 79° 48' 20" (the long chord of which bears North 38° 27' 47" West, 320.74 feet), an arc distance of 348.22 feet to Engineer's Centerline Station 6+08.17; Thence North 78° 21' 57" West, 234.94 feet to Engineer's Centerline Station 8+43.11 at the beginning of a 300.00 foot radius curve to the right; Thence along the arc of said curve, through a central angle of 58° 24' 01" (the long chord of which bears North 49° 09' 56" West, 292.72 feet), an arc distance of 305.78 feet to Engineer's Centerline Station 11+48.89; Thence North 19° 57' 56" West, 218.16 feet to Engineer's Centerline Station 13+67.05 at the beginning of a 510.00 foot radius curve to the right; Thence along the arc of said curve to the right, through a central angle of 11° 13' 28" (the long chord of which bears North 14° 21' 12" West, 99.75 feet), an arc distance of 99.91 feet to Engineer's Centerline Station 14+66.96; Thence North 08° 44' 28" West, 64.42 feet to Station 15+31.38 at the beginning of a 510.00 foot radius curve to the left; Thence along the arc of said curve, through a central angle of 11° 13' 28" (the long chord of which bears North 14° 21' 12" West, 99.75 feet); an arc distance of 99.91 feet to Engineer's Centerline Station 16+31.29; Thence North 19° 57' 56" West, 472.21 feet to Engineer's Centerline Station 21+03.50 at the beginning of a 510.00 foot radius curve to the left; Thence along the arc of said curve, through a central angle of 08° 39' 15" (the long chord of which bears North 24° 17' 34" West, 76.96 feet), an arc distance of 77.03 feet to Engineer's Centerline Station 21+80.53; Thence North 28° 37' 11" West, 135.82 feet to Engineer's Centerline Station 23+16.35 at the beginning of a 510.00 foot radius curve to the right; Thence along the arc of said curve, through a central angle of 08° 39' 15" (the long chord of which bears North 24° 17' 34" West, 76.96 feet), an arc distance of 77.03 feet to Engineer's Centerline Station 23+93.38; Thence North 19° 57' 56" West, 477.14 feet to Engineer's Centerline Station 28+70.52 at the beginning of a 120.00 foot radius curve to the right; Thence along the arc of said curve, through a central angle of 90° 59' 21" (the long chord of which bears North 25° 31' 44" East, 171.16 feet), an arc distance of 190.57 feet to Engineer's Centerline Station 30+61.09; Thence North 71° 01' 25" East,

**EXHIBIT 4 – 54886B Legal Description Page 2 of 2**

**EXHIBIT A** - Page 2 of 2

**File 54886B**  
 See Sketch (Exhibit "B")  
 04/06/2017

188.91 feet to Engineer's Centerline Station 32+50.00, being the **Point of Terminus** of this description, said point bears South 70°56'52" West, 1547.66 feet from a 5/8" iron rod with aluminum cap marked "HPR INC" in monument box (per SN 2012-032, Clackamas County Survey Records) at the centerline intersection of SE Lawnfield Road with SE 98<sup>th</sup> Court, said Angle Corner on the north line of the Samuel Campbell Donation Land Claim bears South 19°34'18" East, 2169.10 feet (from said centerline intersection point).

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Easterly Side of Center Line
21+34.00		25+00.00	30.00 feet
25+00.00		28+68.79	26.00 feet
28+68.79		30+45.69	26.00 feet along the arc of a 92.00 foot radius curve to the right, through a central angle of 84°59'37" (the long chord bears N22°31'53"E, 124.30 feet), an arc distance of 136.47 feet to 29.52 feet
30+45.69		31+20.00	29.52 feet in a straight line to 22.86 feet

The width on the Westerly Side of Centerline is variable, being all that portion of said property lying west of said centerline of relocated Industrial Way.

Bearings are based on the northerly most northeast line of the William T Matlock Donation Land Claim Number 37, being North 19°32'23" West 4274.15 feet, between found monuments at the ends of said northerly most northeast line, as shown on SN 2012-033, Clackamas County Surveyor's office.

EXCEPT therefrom any portion of the above described strip of land lying within SE Lawnfield Road.

EXCEPT therefrom any portion of the above described strip of land lying westerly of the easterly right-of-way line of the Union Pacific Railroad.

This parcel of land contains 56,805 square feet, more or less, outside the existing right of ways.

See the attached Exhibit "B", which is made a part hereof.

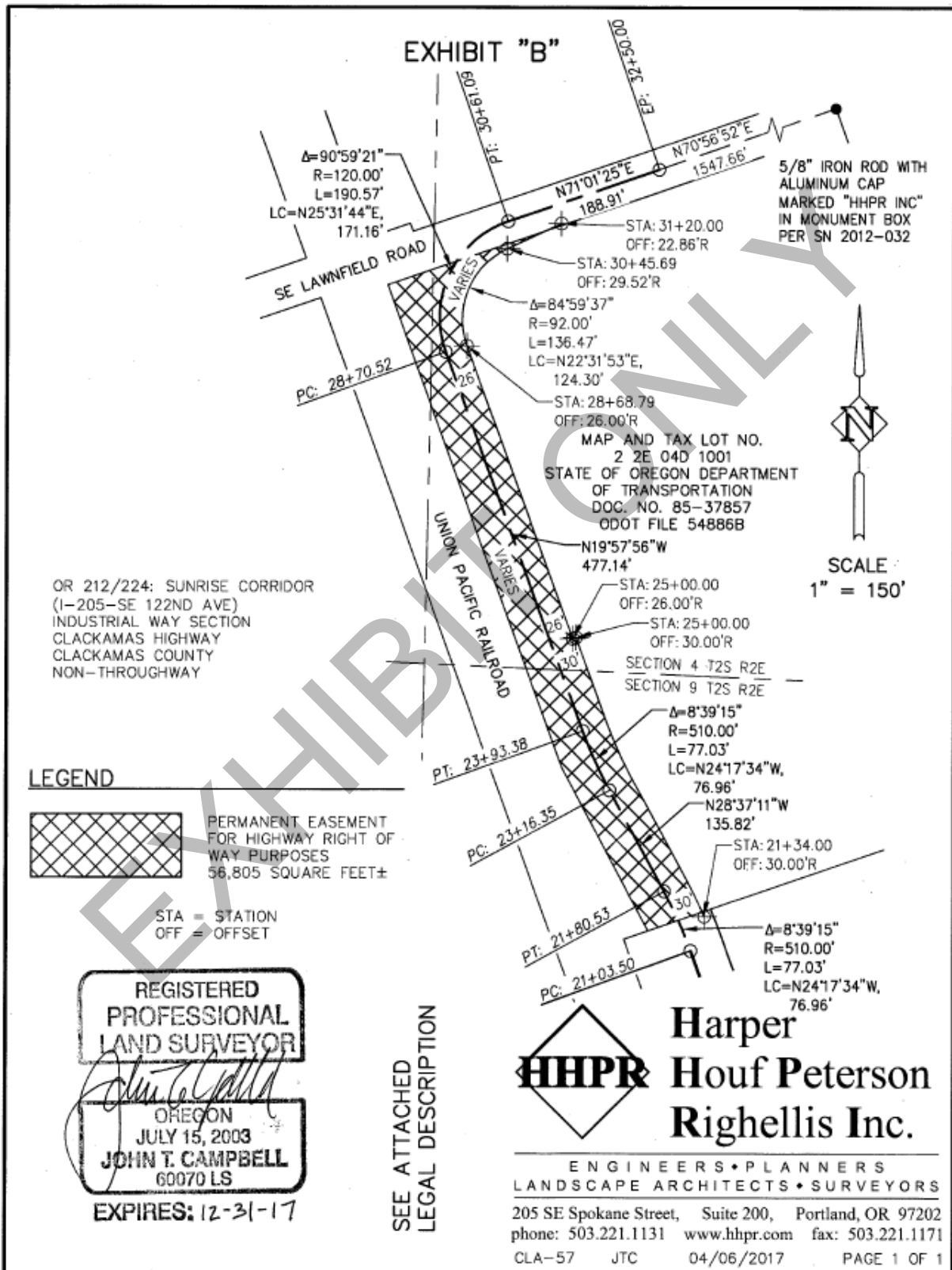
REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 15, 2003  
 JOHN T. CAMPBELL  
 60070 LS

EXPIRES: 12-31-17

**EXHIBIT 4 – 54886B Exhibit Map Page 1 of 1**

**Parcel 3 – PE for Hwy 56,805sf**



**EXHIBIT 5 – 7436-000A Legal Description Page 1 of 2**

**EXHIBIT A - Page 1 of 2**

**File 7436000A**  
Drawing 11B-6-12  
12/03/2018

**PARCEL 1 – To Be Relinquished to Clackamas County**

A parcel of land lying in the NW¼SW¼ of Section 11, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being that property designated as Parcels 2 and 3, described in that Permanent Easement to the State of Oregon, by and through its Department of Transportation, recorded July 7, 2013 as Recorder's Fee No. 2013-046633, Film Records of Clackamas County.

ALSO that property acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated General Judgment dated July 6, 2015, entered as Circuit Court Case No., CV14100813 Clackamas County, Oregon, recorded July 28, 2015 as Recorder's Fee No. 2015-050256, Film Records of Clackamas County.

AND ALSO that property designated as Parcels 2 and 3 acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated General Judgment dated October 7, 2014, entered as Circuit Court Case No. CV13120059, Clackamas County, Oregon, recorded November 19, 2014 as Recorder's Fee No. 2014-059805, Film Records of Clackamas County.

AND ALSO that property designated as Parcels 2 and 3 acquired by the State of Oregon, by and through its Department of Transportation, in that Stipulated General Judgment dated January 6, 2015 entered as Circuit Court Case No., CV13020861 Clackamas County, Oregon, recorded January 30, 2015 as Recorder's Fee No. 2015-004948, Film Records of Clackamas County.

**PARCEL 2 – To Be Relinquished to Clackamas County**

A parcel of land lying in the NW¼SW¼ of Section 11, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being that property designated as Parcels 2 and 3 described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, recorded March 11, 2013 as Recorder's Fee No. 2013-016747, Film Records of Clackamas County.

**PARCEL 3 – To Be Relinquished to Clackamas County**

A parcel of land lying in the NE¼SE¼, the SE¼SE¼ of Section 10, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being that property designated as Parcels 2 and 3 described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, recorded October 12, 2012 as Recorder's Fee No. 2012-066815, Film Records of Clackamas County.

ALSO those properties described in those Permanent Easements to the State of Oregon, by and through its Department of Transportation, recorded October 29, 2012, as Recorder's Fee No. 2012-070601, recorded February 28, 2013, as Recorder's Fee

**EXHIBIT 5 – 7436-000A Legal Description Page 2 of 2**

**EXHIBIT A - Page 2 of 2**

**File 7436000A**  
Drawing 11B-8-12  
12/03/2018

No. 2013-014072 and recorded October 29, 2012 as Recorder's Fee No. 2012-070599, Film Records of Clackamas County.

**PARCEL 4 – To Be Relinquished to Clackamas County**

A parcel of land lying in the SW¼SW¼ of Section 11, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being that property described in that Permanent Easement to the State of Oregon, by and through its Department of Transportation, recorded January 30, 2013 as Recorder's Fee No. 2013-007065, Film Records of Clackamas County.

**PARCEL 5 – To Be Relinquished to Clackamas County**

A parcel of land lying in the SW¼NE¼ of Section 9, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being that property described in that Bargain And Sale Deed to the State of Oregon, by and through its Department Of Transportation, recorded December 01, 2017 as Recorder's Fee No. 2017-081317, Film Records of Clackamas County.

**PARCEL 6 – To Be Relinquished to Clackamas County**

A parcel of land lying in the NW¼SW¼ of Section 11, Township 2 South, Range 2 East, W.M., Clackamas County, Oregon and being that property designated as Parcel 4 and described in that Permanent Easement to State of Oregon, by and through its Department of Transportation, in that Stipulated General Judgment dated January 6, 2015 entered as Circuit Court Case No., CV13020861 Clackamas County, Oregon, recorded January 30, 2015 as Recorder's Fee No. 2015-004948, Film Records of Clackamas County.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

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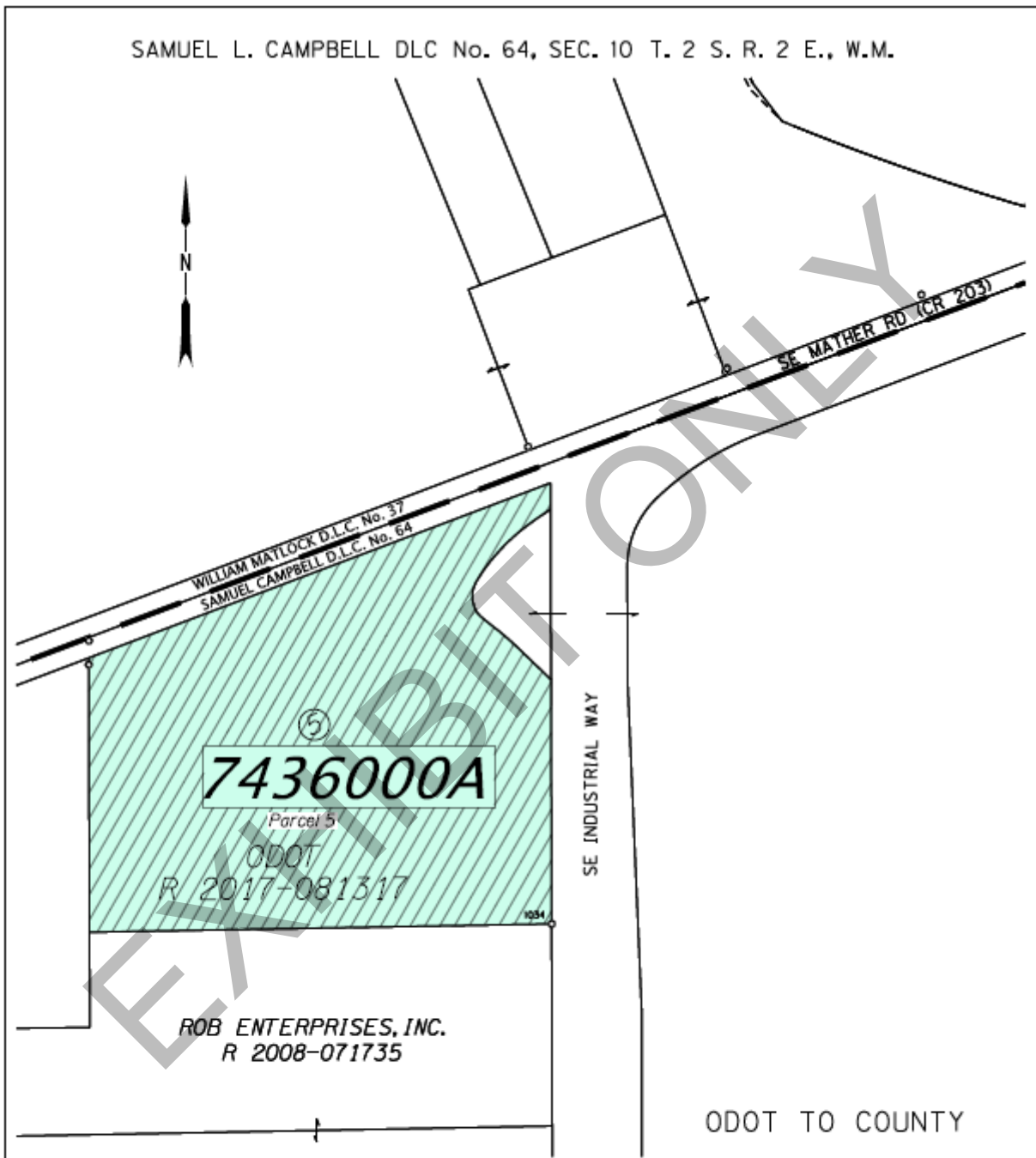
OREGON  
JANUARY 20, 1998  
FESTUS I. OBIJIOFOR  
\*02852LS


EXPIRES: 12-31-2018



**EXHIBIT 5 – 7436-000A Exhibit Map Page 1 of 1**

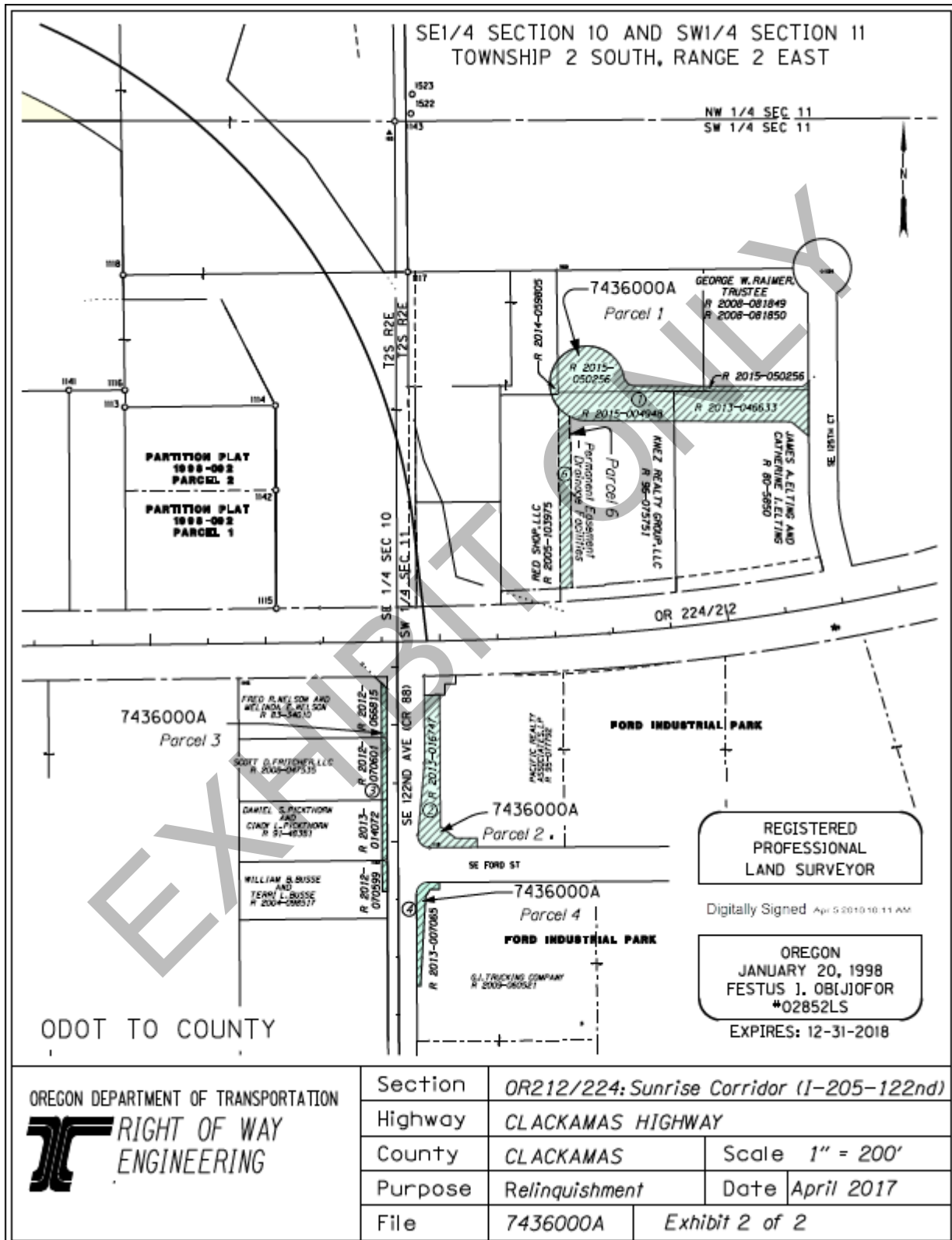
**Relinquishment – Parcel 5 97,205sf**



OREGON DEPARTMENT OF TRANSPORTATION  RIGHT OF WAY ENGINEERING EXHIBIT B	Section	OR212/224: Sunrise Corridor (I-205-122nd)		
	Highway	CLACKAMAS HIGHWAY		
	County	CLACKAMAS	Scale : 1" = 200'	
	Purpose	Relinquishment	Date	April 2018
	File	7436000A	Exhibit 1 of 2	

**EXHIBIT 5 – 7436-000A Exhibit Map Page 2 of 2**

**Relinquishment – Parcels 1, 2, 3, 4 & 6**



**ATTACHMENT A**

**Summary of Estimated Fair Market Values of Property  
to be Transferred to ODOT From CCDA for Project Purposes**

Total Acres Fee Title	29.87	Estimated Value \$	16,305,189
Credit for relocation costs		Estimated Value \$	800,000
Total Acres Permanent Easement	2.74 ac.	Estimated Value \$	522,923
Total Acres Temporary Easement (4 years)	2.28 ac.	Estimated Value \$	252,561

Total Estimated Fair Market Value Contributed to Sunrise Project:  
(Informational only) \$17,880,673

File 051 Parcel 1	6.57 acres more or less	Estimated fair market value	\$1,854,567
File 051 Parcel 2	1.08 acres more or less	Estimated fair market value	\$4,616,725
File 051 Parcels 3 and 4	22.22 acres more or less	Estimated fair market value	\$9,833,897
(Parcel 4 = 9.06 acres with an acquisition value of \$10.16 a square foot totaling \$4,009,680.)			
File 051 Parcel 5	0.03 acres more or less	Estimated fair market value \$	6,759
File 051 Parcel 6	1.01 acres more or less	Estimated fair market value \$	371,763
File 051 Parcel 7	2.28 acres more or less	Estimated fair market value \$	252,561
File 051A Parcel 1	0.79 acres more or less	Estimated fair market value \$	67,104
File 051A Parcel 2	0.91 acres more or less	Estimated fair market value \$	77,297

# COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: \_\_\_\_\_

Other party to contract/agreement: \_\_\_\_\_

Description:

After recording please return to: **X** \_\_\_\_\_

County Admin

Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: \_\_\_\_\_

Agenda Item #  
filed:  
File #  
Commissioners Journal